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MASTER NEGOTIATIONS AGREEMENT

between

The Montpelier Education Association

and

The Montpelier Exempted Village Board of Education

August 1, 2014 to July 31, 2017

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**ARTICLE I.
PROFESSIONAL NEGOTIATIONS AGREEMENT**

A. Recognition

The Montpelier Exempted Village Board of Education, hereinafter referred to as the Board, recognizes the Montpelier Education Association, affiliated with the OEA and the NEA, hereinafter referred to as the Association, as the sole and exclusive bargaining representative of all the certificated personnel, including substitutes that have at least sixty (60) working days continuous service in the same position. Excluded from the bargaining unit are all other substitutes, the Superintendent, principals and any other administrators designed by Chapter 4117 of the Ohio Revised Code.

B. Scope of Bargaining

Negotiable matters shall be as stated in ORC 4117.

C. Procedures

1. Request for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than one hundred and fifty (150) days nor later than one hundred and ten (110) days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President(s) of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board by the Association. Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging packages, not "laundry lists," but item by item language and monetary packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith.

Representation shall be limited to four (4) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. Information

The Board and Superintendent agree to furnish the Association's negotiating committee, upon request and in reasonable time both prior to and during negotiations, all public available information concerning financial resources of the district for the purpose of negotiations.

D. Membership in Professional Organizations

Both parties recognize that certificated personnel have the right to freely organize, to join and support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organizations may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, race, color, creed, or national origin.

E. Provisions Contrary to Law

If any provisions of the Document or any application of the Document to any certificated person or persons shall be found contrary to law, a court ruling, or IRS decision, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

F. Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and the Board for formal approval. Following ratification, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

G. Disagreement

1. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract, either the Board or the Association may declare a state of impasse to exist.
2. If impasse is declared, the Association and Board shall jointly call upon the services of the Federal Mediation and Conciliation Service to help resolve the impasse.
3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract.

With mutual agreement the services of the mediator may be used following the expiration date of the contract.

Meetings:

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

In the event all of the impasse procedures set forth in this contract have been fully completed and no agreement has been reached between the parties and the effective date of the contract provisions at issue have expired, and/or the entire contract has expired and the Association has given the statutory notice to strike required by ORC Chapter 4117, then, in that event only, the Association may exercise its statutory right to strike on those issues which are negotiable in accordance with the provisions of this contract. The Board agrees that this

provision of the master contract provides the Association the contractual right to strike on the issues that are negotiable under the reopener provisions of this Contract.

H. General

1. Final Form

When agreement is reached on the items being negotiated, a final written copy will be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting.

The final written copy will contain the following:

- a. Terms of the provisions.
- b. Effective date of the provisions.

When approved by both parties, it shall be signed by their respective presidents and shall be binding on both parties and shall remain in effect in accordance with the date established in the agreement duration statement.

As soon as practicable, but not later than forty-five (45) days after ratification, the agreement shall be available electronically for use by the Board and the Association. The negotiated contract shall be stored in PDF format and located on the district website in the employee protected area.

2. Definitions

- a. "Professional negotiations" means conferring, discussing, and negotiating in good faith by a Board of Education or its designated representatives, and a recognized teacher organization through its designated representatives in an effort to reach agreement.
- b. "Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of a board or its representatives and the representatives of a recognized teacher organization to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.
- c. "Instructional Staff" (Bargaining Unit). All certificated personnel including substitutes that have at least sixty (60) working days continuous service in the same position. Excluded from the bargaining unit are all other substitutes, the Superintendent, principals, assistant principals, dean of students, special education coordinator, technology coordinator, speech pathologist, athletic director, and school psychologist.
- d. "Negotiations Session". The actual conferring of the representatives of the Montpelier Exempted Village Board of Education and the Association.
- e. "Negotiations Teams". The body of official representatives of the Montpelier Exempted Village Board of Education or the Association.

- f. "Consultants" (Assistants). Advisors to the negotiations team. Individuals due to special training, experience, and talents have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
- g. "Impasse". Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not reached.

3. Third Party Assistance

- a. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.
- b. Attendance of such professional and lay representatives (consultants) to the negotiating meeting will be by mutual agreement between the chairpersons of both negotiating groups.
- c. In courtesy to the negotiating participants, agreement shall be sought as early as possible before meeting time.

4. News Releases

- a. During negotiations and/or the mediation process statements to the media mutually agreed to may be issued, as needed, by either party. A copy of any media release shall be furnished to the other party at the same time and by the same method.

5. While Negotiations are in Progress

- a. CAUCUS - Upon request of either party, the negotiation meeting shall be interrupted to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
- b. PROTOCOL - No action to coerce or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.
- c. ITEM AGREEMENT - As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party.
- d. SCHEDULE OF MEETINGS - Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

6. Annual Meeting

- a. All issues proposed for discussion shall be submitted in writing by the Association and the representative(s) of the Board at the first meeting.
- b. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties.

- c. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.
- d. Negotiations shall be completed within forty-five (45) days or by a mutually agreed time.
- e. Negotiation meetings shall be in executive session unless mutually agreed by both parties.
- f. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement has been followed.

7. Fair Share Fee

- a. The employer shall deduct from the pay of employees who elect not to become or remain members of Montpelier Education Association a fair share fee for the Association's 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 Association's work in the realm of collective bargaining.

- b. Notification of the Amount of Fair Share Fee

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 Association, shall be transmitted by the Association to the Employer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted and the employer agrees to promptly transmit all amounts deducted to the Association.

- c. Schedule of Fair Share Fee Deductions

- 1. All Fair Share Fee Payors

Payroll deduction 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 employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

- 2. The employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the 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 employer shall accompany each such transmittal with a list of names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

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

f. Entitlement to Rebate

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

g. Indemnification of Employer

The Association agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The employer shall give the Association 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 reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the employer as will create or foster a conflict of interests.
3. The employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding.
4. The employer shall permit the Association and/or its affiliates to intervene as a party.
5. The employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae.
6. The Board must act in good-faith compliance with the fair share fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.

ARTICLE II. GRIEVANCE PROCEDURE

A. Definition

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement.

B. Purposes

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. Informal Procedure

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or his Association representative.

D. Formal Procedures

STEP I

No later than twenty-eight (28) calendar days after the occurrence of the act or omission which is alleged to constitute a violation, misinterpretation, or misapplication of any provision of this master agreement, the grievant shall submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance. A copy of the completed form shall be given to the grievant and to the Association. Within seven (7) calendar days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within seven (7) calendar days after such meeting.

STEP II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP I, the grievant, and/or the Association representative shall complete a written Grievance Report Form, STEP II, and submit the same to the Superintendent. Within seven (7) calendar days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within seven (7) calendar days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP III

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition has been made within the same stated time limits in STEP II, the grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent and FMCS a request for arbitration within fourteen (14) calendar days of the decision at Step II. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be paid by the loser.

E. General Provisions

1. Grievances that relate to more than one building shall commence at STEP II.
2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any results that affect the Agreement.
4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present to state the views of the Association at all stages of the grievance procedure.
5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
6. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.
7. Hearings and conferences under this procedure will be conducted at a time and place mutually agreeable to all parties.
8. Failure to follow timelines will result in waiver of grievance.

**ARTICLE III.
NON-RENEWAL OF TEACHER LIMITED CONTRACT (PROCEDURE)**

(The non-renewal provisions of this Contract do not apply to supplemental written contracts entered into pursuant to Section 3319.08 of the Revised Code).

A. Qualify

To qualify for the following procedure a teacher must be employed via the third successive limited contract with the Montpelier Board of Education.

B. Procedure

1. In the year of the expiration of the limited contract(s) under which the teacher(s) is/are employed, the Superintendent shall notify, by June 1, the teacher(s) whom the Board intends to non-renew. Within fourteen (14) calendar days of receipt of notice of non-renewal from the Board, the teacher(s) may file a written request for a written statement describing the circumstances that led to the Board's intention not to re-employ. Within fourteen (14) calendar days of receipt of a written request by the teacher for a written statement, the Treasurer will provide a written statement describing the circumstances that led to the Board's intent to non-renew the teacher. Within ten (10) calendar days of receipt of the Board's written statement of circumstances, the teacher may file with the Treasurer a written demand for a hearing before the Board. The Treasurer, on behalf of the Board, must then provide the teacher with written notice of the time, date and place of hearing within fourteen (14) calendar days of the Treasurer's receipt of the written demand for a hearing. The hearing must be conducted within forty (40) calendar days of the date on which the Treasurer received the demand.

2. The teacher(s) may have the following right when before the Board for his/her non-renewal hearing as requested above:

To request and have:

- a. Executive Session.
 - b. A representative of the Association.
 - c. A representative of his/her choice
 - d. A representative of the School District.
 - e. Written materials to present to the Board from the School District and the School files.
 - f. If the teacher(s) desire a record of the hearing, it may be taken at his/her expense.
 - g. The Board must issue a written decision within fourteen (14) calendar days of the conclusion of the hearing.
 - h. Within thirty (30) calendar days of its receipt, the teacher may appeal the Board's decision and order to a court of common pleas of the county in which the school district is located.
3. The provisions of this section are intended to supersede the nonrenewal procedures set forth in Ohio Revised Code section 3319.11.

**ARTICLE IV.
TEACHING POSITION VACANCIES**

Vacancies Defined

Any position in the bargaining unit resulting from:

- A. An employee's leaving employment as a result of a termination, resignation, or death;
- B. An employee's contract non-renewal;
- C. An employee's transfer to another bargaining unit position;
- D. The creation of a new bargaining unit position.

Bargaining unit position vacancies shall be posted internally by emailing the posting to all bargaining unit members district email address at least five (5) calendar days prior to the position being filled.

The Association will have a bulletin board in each teacher prep area that may be used for Association communication.

Teachers will inform their building principal in writing of their desire to change teaching positions if and when vacancies occur. Such notice will be effective for one school year.

Vacancies will be filled by first considering persons currently employed by the Montpelier Board of Education.

The Superintendent shall consider the following factors when recommending persons currently employed by the Board for transfers: seniority, individual qualifications, job requirements, recommendations of principals and/or supervisors, experience level and personal interviews.

The Board will determine whether or not a vacancy will be filled.

**ARTICLE V.
ASSIGNMENTS**

A teacher shall be notified of any change in their teaching assignment in writing, with reasons, not later than twenty-eight (28) calendar days before the change.

**ARTICLE VI.
TRANSFERS**

Temporary transfers may be made by building principals until such time as a voluntary staff member or job applicant can be secured to fill a vacancy. Temporary transfers shall be limited to fifteen (15) school days unless an extension is mutually agreed.

**ARTICLE VII.
EMPLOYMENT PRACTICES**

A. Contracts

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed.

1. Limited Contracts

- a. Upon initial employment, a one (1) year contract shall be issued by the Board.
- b. Subsequent contracts will be for two (2) years until the employee has worked in the District continuously for at least nine (9) years. Subsequent contracts will be issued for three (3) years until the employee has worked in the District continuously for at least fifteen (15) years. Subsequent contracts will be issued for five (5) years. The Board reserves the right to issue a one (1) year contract as substantiated by evaluations of the bargaining unit member or from other disciplinary documentation. i.e. formal written reprimand or suspension. Should the Administration deem it necessary to issue a one (1) year contract as described above, the Administration will meet with the teacher to explain and provide in writing the reasons for a one (1) year contract.

2. Continuing Contracts

- A. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the teacher is eligible for a continuing contract no later than November 1 of each school year. This notification must include written documentation supporting the teacher's claim for continuing contract. Notice received after the applicable deadline shall not serve as the notice required by this Section for the following school year.
- B. A continuing contract shall be granted to a member after completion of the necessary requirements as listed in the Ohio Revised Code. The certificated staff does not have to be at the end of a limited contract to be awarded a continuing contract. The issuance of a continuing contract makes the limited contract null and void.
- C. Failure to notify the Superintendent by applicable deadline shall be a waiver of the teacher's eligibility for the continuing contract for the following school year. In such an instance, if reemployed, the teacher shall be reemployed under a limited contract.
- D. Upon being notified by the teacher of his/her eligibility, the Board shall evaluate the teacher in accordance with Article XIV or Board evaluation policy, whichever is applicable.
- E. Upon receiving the notice from the teacher that he/she is eligible for continuing contract and after having completed the evaluations of the teacher, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one (1) or two (2) year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher in writing, of the Superintendent's intent to recommend an extended limited contract. If the teacher is in the middle of a limited contract and is denied a continuing contract, he/she shall continue on that limited contract.

F. A teacher may withdraw, in writing, his/her request for a continuing contract at any time prior to Board action.

G. The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code Section 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

3. Beginning with the effective date of this master agreement, the Board of Education shall reimburse bargaining unit members for fifty percent (50%) of the fees for license/certificate renewal or upgrade of license utilized for employment with the Board, within thirty (30) calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate.

Additionally, beginning with the effective date of this master agreement, the Board of Education will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks and fingerprinting required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks. If employee has an unemployable offense noted on their BCI/FBI background check, reimbursement will be denied.

B. Rehiring Retirees

In the event the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article and only the conditions set forth in this article shall apply to the employment of these individuals:

1. The salary to be paid to the returning teacher shall be negotiated between the teacher and the Board of Education.
2. Individuals employed pursuant to this provision shall be eligible for the medical/dental/life insurance plans offered by the Board of Education.
3. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall have zero (0) seniority.
4. Each one-year contract shall automatically expire upon the completion of the contract and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 or to take formal action to not reemploy the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
5. Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.
6. In the event of a reduction in force, the reemployed teacher will not have any bumping rights under Article VIII.
7. Subject to these provisions, reemployed teachers are part of the bargaining unit.

8. Reemployed persons shall not be eligible for sick leave accumulation but will begin each contract with ten (10) days of sick leave.
9. Reemployed teachers shall receive tuition reimbursement for licensure, if necessary. The reemployed teacher shall not be eligible for mentoring.
10. All vacant positions shall follow the accepted posting procedure (Article IV) before a retired teacher is rehired.
11. Application of provisions may be grieved, but language to the extent that it contradicts any other provision of this collective bargaining agreement is not grievable.
12. Pursuant to the authority provided by R.C. 4417.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to O.R.C. 3319.11, O.R.C. 3319.111, O.R.C. 3319.141, O.R.C. 3319.17, Chapter 3317, or Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

C. Complaints Against Professional Staff Members

All complaints against a staff member received by the Administration or Board members shall be referred to the building administrator. The building administrator may refer the complaint to the teacher if he/she deems such referral appropriate, within five (5) working days.

D. Discipline, Suspension And Termination

No bargaining unit member shall be discharged, officially reprimanded, or suspended without due process. Any such action shall be subject to the grievance procedure set forth in the Agreement.

Formal reprimand or discipline of a teacher by an administrator for violation of reasonable Board regulations or rules, for reasons related to the bargaining unit member's professional performance or for other reasons that would inhibit the effectiveness of the bargaining unit member, shall be made in writing by the administrator making the charge or imposing the disciplinary action.

Failure of the bargaining unit member to adhere to reasonable rules and regulations will result in the following procedure for disciplinary action.

The Superintendent may accelerate or decelerate disciplinary measures to any step if, in his opinion, the gravity of the offense warrants such action.

FIRST OFFENSE - Verbal reprimand by the bargaining unit member's administrator or Superintendent. This verbal reprimand will be recorded but if no further infraction occurs, the record will not be placed in the employee's file.

SECOND OFFENSE - A written reprimand will be given to the bargaining unit member during a conference. The bargaining unit member shall have the right to request that an Association representative of his/her choosing be present at the conference. The bargaining unit member will be asked to sign as proof of receiving the written reprimand. A copy will be dated and placed in the bargaining unit member's file. The bargaining unit member has the right to attach a rebuttal to the reprimand.

THIRD OFFENSE - A conference will be held to determine the length of a suspension without pay of one (1) to three (3) days. The bargaining unit members shall have the right to request that an Association representative of his/her choosing be present at the conference. Upon return from suspension the bargaining unit member, principal, Superintendent, and Association representative will meet to discuss and to design a specific course of corrective action.

FOURTH OFFENSE - A conference will be held to determine the length of a suspension without pay of five (5) to seven (7) days. The bargaining unit members shall have the right to request that an Association representative of his/her choosing be present at the conference. Upon return from suspension the bargaining unit member, principal, Superintendent, and Association representative will meet to discuss and to design a specific course of corrective action.

Prior to any formal action, the teacher shall be informed of his right to representation of his choice at the meeting in which the disciplinary action is to take place.

Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegation brought against him.

After three (3) years without a repeated offense, all references to any discipline shall be removed from the teacher's permanent file and placed into a separate file located in the Superintendent's office.

TERMINATION OF CONTRACT - The termination of a contract during the term of such contract, shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract shall be as prescribed by Section 3319.16 or for reasons set forth in this provision.

ARTICLE VIII. REDUCTION IN FORCE

In the event the Montpelier Board of Education determines it necessary to reduce the number of certificated staff positions under the reasons set forth in Ohio Revised Code 3319.17, a decline in enrollment of a program, grade level, or building level, or due to a lack of funds, the following procedures shall be used:

- A. To the extent possible, the number of teachers affected by reduction in personnel will be minimized by not employing replacement for employees who retire, resign or those whose limited contracts are not renewed for reasons other than reduction in personnel. Attrition alone may not be sufficient to accomplish necessary reductions. For the purpose of this article, comparable evaluations are evaluations with the same OTES ratings.

- B. Staff reductions needed beyond those available by attrition will be made by suspending contracts based upon the Superintendent's recommendation. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Teachers on continuing contract shall be given preference over teachers with limited contracts. Seniority shall be defined as follows:
 - 1. A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher. Teachers holding continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers holding limited contracts will be placed on the list below continuing contract teachers, also in descending order of seniority. Seniority is defined as the length of continuous service to the Montpelier School System.
 - 2. Authorized leaves of absence will not interrupt seniority, but time spent on such leave will not count toward seniority.

- C. The names of teachers whose contracts are suspended in reduction of personnel will be placed on a recall list for up to twenty-four (24) months from the date of reduction. Teachers on the recall list will have the following rights:
 - 1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.
 - 2. Teachers on the recall list will be eligible to be recalled. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable OTES ratings. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are properly certified. It is the teacher's responsibility to keep the Board informed of his/her current address. The teacher must respond within seven (7) calendar days of the mailing date, otherwise he/she forfeits all recall rights.
 - 3. If a teacher is recalled and is unable to obtain a release from contractual obligations to another school board, the teacher will remain on the recall list for one (1) year.
 - 4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation

of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. Participation in benefits during layoff are pursuant to COBRA.

D. Notification of Anticipated RIF

1. If the Employer determines a RIF may occur, the employer shall notify the Union, in writing, not less than thirty (30) calendar days prior to Board action to suspend the contract. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the date of Employer action to suspend the contract and the effective date of the RIF.
2. At the written request of either party, within five (5) calendar days of receipt of the notification, representatives of the Employer and the Union shall meet to review the proposed RIF. At which time the Employer shall provide the Union with a copy of the names of employees to be affected.
3. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
4. An employee to be laid off due to RIF shall be notified within ten (10) calendar days after notification in D-1 of the RIF. The Union shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

**ARTICLE IX.
PERSONNEL FILE**

1. There shall be only one (1) official personnel file to be utilized for purposes of personnel decisions of bargaining unit members. This file shall be maintained in the Superintendent's office.
2. Anonymous letters or materials, the contents of which prove to be unsubstantiated, shall not be included in the personnel file.
3. All documents placed in the official personnel file, other than routine financial or personnel data, shall be signed and dated by the originator of the document and shall be submitted to the teacher for signature and date indicating receipt prior to being placed in the official personnel file. In the event that the teacher refuses to sign the document, the originator or supervisor shall note such refusal on the face of the document. The teacher shall be given a copy of the document without regard to whether or not there has been a refusal to sign.
4. Teachers can have a representative accompany them when reviewing their individual personnel files.
5. Records kept at the building level are subject to the same provisions as official files.
6. Nothing in this Personnel Files Article shall be construed as limiting any statutory rights that the unit member may have regarding his/her personnel files.

ARTICLE X. LEAVES

A. Sick Leave

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1-1/4) work days with pay for each completed month of service.
2. The unused portion of sick leave is subject to two hundred sixty (260) days accumulation. The Superintendent has the discretion of advancing days.
3. Bargaining unit members who are on paid sick leave because of illness are still in the service of the District, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:
 - a. Personal illness;
 - b. Illness or medical appointments due to pregnancy;
 - c. Birth;
 - d. Injury (personal);
 - e. Exposure to contagious disease which could be communicated to others; or
 - f. Absence due to illness, injury or death in the employee's immediate family and relatives residing in the same household (ORC 3319.141).

The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and member of the same household.

4. For death or illness of relatives outside the immediate family, absence may be approved not to exceed three (3) school days per year without loss of pay.
5. For death of a close friend, two (2) days per year when arrangements are made with the Superintendent will be allowed without loss of pay.
6. An automated system will be used in reporting the use of sick leave. The specifics of such reason do not have to be given. Sick days shall only be counted when school is in session.
7. The minimum amount of sick leave which may be utilized shall be one-quarter (1/4) day per occurrence. A quarter day shall be defined as two (2.0) hours or less. Teachers must line up their own in-house coverage. Teachers who cover the time will not receive compensation. To enter a quarter of a day, hit the "custom" button with no substitute needed.
8. If the board suspects falsification of sick leave, the board may request a physician's statement justifying the use of sick leave.

B. Personal Leave

It is expected out of professional attitude that personal days would be requested as far in advance of the date as possible. It is also recognized that although no limit is specified on the number of persons requesting a common date, that persons should recognize that an excessive number of staff absences on a particular date will affect the quality of education. It is, therefore, recognized that days for personal leave be discriminately used and such days as just before and after school holidays, district professional development days, vacation, or conference periods, or final examination days, or the first and last day of student attendance will not be considered for personal leave, except in case of emergency situations as determined by the Superintendent. Personal leave will not be considered on days which state or federal mandated testing is administered relative to teaching assignment.

Special consideration for personal leave requests will be given for teachers based on longevity. A maximum of one (1) days may be requested just before school holidays, district professional development days, vacation, conference periods, final examination days, or the first and/or last day of student attendance. Longevity for personal leave purposes shall be defined as twenty-five (25) or more years of service to Montpelier Schools. The earliest request, based on application date, will be given priority.

Each bargaining unit member shall be granted personal leave each school year according to the following:

1. Three days of unrestricted personal leave.

Any unused personal leave shall be rolled over and accumulated into the accumulated sick leave of the employee. The rollover shall be shown by the end of each fiscal year. In case of retirement, said conversion shall occur prior to the issuance of severance pay.

If the bargaining unit member does not want unused personal leave to roll over to sick leave, they must contact the Treasurer by hard copy no later than June 15 of each calendar year. Each bargaining unit member shall receive \$100 for each unused personal leave day instead of having the personal days rolled over to sick days.

C. Professional Meetings

1. Local members who are delegates to the State Representative Assembly will be granted up to three (3) days professional leave per year for attendance at such meetings. Cost of expenses will be paid by Montpelier Education Association. Cost of substitutes will be paid by the board.
2. The Superintendent may grant bargaining unit members professional leave to attend or participate in professional activities which will enhance professional skills and qualifications.
3. Expenses incurred for travel, lodging and meals may be reimbursed per Board policy if approved by the Superintendent in advance and provided funds are available. A report of the meeting may be required.
4. Bargaining unit members serving on County Curriculum Committees that require meetings on non-contractual days will be reimbursed according to the substitute rate of pay established by the Board.

D. Parental Leave

1. Leave without pay for a period not to extend beyond one (1) complete school year shall be granted teachers requesting parental leave which shall include adoption. A second consecutive year of leave may be granted at the discretion of the Superintendent. The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision shall be waived by the Superintendent in cases of emergency.
2. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

E. Assault Leave

An employee of the Montpelier Exempted Village Board of Education may apply for an "assault leave" by filing the request with the Superintendent. The Superintendent will present the request to the Board at its next regularly scheduled meeting.

The Board will consider the application within the following provisions:

1. Assault leave will be granted only for absence due to physical disability resulting from an assault which occurs in the course of Board employment.
2. Assaults arising from matters not related to Board employment (i.e. domestic quarrels, resisting arrest, etc.) do not qualify for assault leave regardless of where they occur.
3. Assault leave shall not be granted if the assault arises from unreasonable actions by the employee, under the given circumstances. Reasonableness and other questions of fact shall be determined by the Board through investigation.
4. The employee shall:
 - a. Furnish a signed statement describing the circumstances and events surrounding the assault, including known witnesses, to justify the use of assault leave.
 - b. Furnish a physician's certificate stating the nature of the disability and the necessity of absence from regular employment.

Falsification of either document is grounds for suspension or termination of employment under Ohio Revised Code 3319.16.

5. Employee will remain on full pay during assault leave.
6. Maximum time of assault leave will be determined by the Montpelier Board of Education, not to exceed twenty (20) school days.
7. Assault leave is meant to provide financial security to the employee, not financial gain. If the employee is paid for lost wages for this assault, through workers compensation, settlement of

legal claims or any other source, the employee shall reimburse the Board for salary paid during the leave.

F. Legal Obligation

In the case of jury duty, or when subpoenaed, or summoned to appear in a school related case where he/she is a witness or a representative on behalf of the school district, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving as a juror.

G. Leaves of Absence (Unpaid)

Leaves of absence may be granted to an employee for up to two (2) years duration for illness or medical reasons, or military duty.

Employees on a Board approved unpaid leave of absence are not eligible for Board paid fringe benefits during such leave.

An employee returning from a leave of absence shall return to a position for which he/she is certified. Employee will return with the same seniority as when they went on leave and the same benefits in effect for the bargaining unit when they return.

The employee must make written request for such leave stating the specific reason for the leave and the beginning date and ending date.

The employer may grant unpaid leaves of absence for reasons other than those set forth above.

H. Sick Leave Bank (S.L.B.)

Purpose:

A sick leave pool shall be established for all certificated personnel in the bargaining unit. The purpose of this leave is to provide leave for a bargaining unit member who has exhausted his/her sick leave because of a catastrophic illness or injury.

Provisions for Eligibility:

1. All certificated employees shall be eligible to be members of the sick leave bank.
2. During the 1999-2000 school year, the initial enrollment period shall be for 30 days after the ratification of this agreement by the parties. Subsequent enrollment periods shall be during the month of September of each school year. Each employee will receive a notice of receipt indicating his/her participation in the program.
3. A person newly hired in the district shall have 30 days from the date of hire to enroll in the Sick Leave Bank.

Operational Procedures

1. Loans will be limited to participating employees for use only in cases of personal/family illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee.
2. Applications for loans from the Sick Leave Bank must be made on the form developed by the Sick Leave Bank Committee. A Physician's Statement is required with each application in order to be considered for a loan.
3. A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days.
4. In order to be eligible an employee must contribute to the Bank and whenever donations are needed to replenish the Bank.

Sick Leave Bank Committee

1. The Association President(s) appoints members of the Sick Leave Bank Committee.
2. The Sick Leave Bank Committee shall review and approve or deny all applications to the Sick Leave Bank. The Sick Leave Bank Committee shall also determine the necessity for additional contributions to the Sick Leave Bank and shall notify Sick Leave Bank members of the need for said contributions.
3. The Sick Leave Bank Committee shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.
4. Decisions of the Sick Leave Bank Committee are final and not subject to the grievance procedure.

Policy Procedures

1. Application for the Sick Leave Bank days must be made to the Association President(s).
2. The Sick Leave Bank Committee shall meet and render a decision within ten (10) days of receipt of request.
3. Unused requested days shall be returned to the sick leave bank.
4. The sick leave bank will begin with one (1) or two (2) days to the bank before a withdrawal from the Bank can be made. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day. The Sick Leave Bank Committee shall be responsible for notifying certificated personnel of each assessment period.
5. Extension of additional days may be applied for in the same manner as original application.
6. When an employee donates days to the Bank, he agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

7. All decisions of the Sick Leave Bank Committee shall be final and binding, but not subject to the grievance/arbitration provisions of this agreement.
8. The Sick Leave Bank Committee will review guidelines annually.

Members are not eligible to draw from the Sick Leave Bank program if:

- a. They have not donated a day of accumulated sick leave each year (when required) or have failed to donate a day when replenishment is necessary; members who are in good standing and have been approved for the Sick Leave Bank shall not be required to donate a day of sick leave when replenishment occurs to remain in good standing;
- b. They are voluntarily absent for any reason;
- c. It is routine maternity;
- d. The specific injury or illness is not 30 consecutive days or more;
- e. They are eligible for any other paid leave or compensation that equals or exceeds their normal salary; or
- f. They are eligible for STRS disability. After 60 days use from the Sick Leave Bank, the member must investigate STRS disability eligibility.

I. Family Medical Leave Act (FMLA)

Nothing herein shall be construed as restricting or eliminating any rights or benefits to which a bargaining unit member is entitled under the Family and Medical Leave Act of 1993, P.L. 103-3. Under the Family Medical Leave Act, an eligible employee is entitled to twelve (12) work weeks of leave during a twelve (12) month period. The twelve (12) month period begins the first day of leave for each employee. FMLA days shall only be counted when school is in session.

**ARTICLE XI.
FRINGE BENEFITS**

A. Insurances

1. The Board will provide insurance plans as offered by the Northern Buckeye Health Plan. Each employee shall choose from the plans available with the NBHP the plan that best meets their medical needs. The employee contribution for health insurance will be 10% of the monthly premium for the life of the contract if the employee chooses the Access+ or comparable plan as offered by NBHP. The Board will pay 100% of the monthly premium for employees choosing the high deductible health plan.

The Board will set up health savings accounts for employees who choose to participate in the high deductible health plan. The Board will match contributions by an employee to the employee's health savings account to a maximum of \$1,500 for a family plan and \$600.00 for a single plan. For new enrollees in the high deductible health plan, the Board will deposit half of the Board's contributions to the employee's health savings account during the calendar year upon the first payroll in January. The remaining contributions shall be deposited evenly over the remaining pays. After their first year, all enrollees will have the Board's contributions split equally over all pays. The Board's contributions shall be pro-rated for employees who are classified less than full-time according to the percentage of time worked.

2. If a single employee covered by a single plan marries during the school year, the employee shall become eligible for family coverage when the employee files the necessary application for change with the treasurer within thirty (30) calendar days of the change of status.
3. All new employees may enroll in the NBHP Health Care Plans and Vision during their first 30 days of employment. Current employees not enrolled in the NBHP Health Care Plans and Vision have 30 days after the effective date of the contract to enroll. Eligibility may also be established by one of the following qualifying events:
 - A. Marriage
 - B. Adoption or acquisition of an eligible dependent child
 - C. Loss of health care coverage due to change in spouse's employment (change in eligibility status, layoff, termination of employment or a reduction in hours), divorce, legal separation or death of spouse.
4. A single or family dental insurance plan is available to certified staff members and their families upon application. The Board and employees will share the cost of the dental insurance with the employee paying \$10.00 per month and the Board paying the remainder. The plan will be comparable to that offered through the NBHP insurance consortium. The Board will offer a second dental insurance plan that does not include orthodontia. The Board and employees will share the cost of this plan with the employee paying \$1.00 per month and the Board paying the remainder.
5. A vision insurance plan is available to certified staff members and their families upon application. The Board and the employees will share the cost of the vision insurance with the employee paying \$1.00 per month and the Board paying the remainder.

6. Part-time employees who work at least fifteen (15) hours per week will be eligible for the same hospitalization, dental and vision insurances as full-time employees; however, the Board's share of the premium will be prorated according to the percentage of time worked.
7. A \$49,000 term life insurance policy will be provided for each certificated employee.
8. Any change of status of an employee or member of the employee's family must be reported to the treasurer on an application for change within thirty (30) calendar days of the change.
9. Health Insurance Incentive Plan:

Eligible Participants - Montpelier Exempted Village School Employees where both husband and wife are employed by this district and thus carry double insurance plans through the NBHP Consortium. One spouse (husband or wife) would be eligible for this plan. Part-time employees would be pro-rated accordingly.

Plan Benefits - Each eligible plan participant will receive an incentive payment equal to \$1,000 per year. The amount of incentive payment will be distributed among the remaining pays.

To participate in the Health Insurance Incentive Plan, you must complete an Election Agreement for this plan. You will be able to elect to exchange coverage for cash compensation on the later of your date of employment or the date you become eligible for medical benefits.

Generally, you will not be permitted to change your election to participate in the plan or to vary the level of benefits you have selected during the Plan Year. Plan Years begin each July 1 and end on June 30.

However, you may change your previous election if you have a "major life event." A major life event is defined in the NBHP Insurance Regulations.

Unless you have a major life event, you will only be permitted to change your election in May or June, which becomes effective on July 1 of the following Plan Year.

If your employment is terminated during the Plan Year, your active participation in this plan will cease and you will not be able to receive benefits elected under this Plan. The Summary Plan Description of your Medical Benefits Plan will have additional information regarding any continuation coverage available to you.

The Plan Administrator is empowered and authorized to make rules and regulations and establish procedures with respect to this plan and to determine or resolve all questions that may arise as to eligibility, benefits, status and rights of any person claiming benefits under this Plan. The Plan Administrator has the power and authority to construe and interpret the Plan to correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. These actions by the Plan Administrator must be consistent with the terms and conditions of any applicable collective bargaining agreement.

B. Reimbursement for College Credit

The Board of Education will pay seventy-five percent (75%) of actual expenses per semester/quarter hour credit for college work completed by a teacher employed by the Board

pursuing their first master's degree. The Board will pay fifty percent (50%) of actual expenses up to and including six (6) hours every five (5) years for those teachers needing hours to renew their licensure/certificate. Hours taken above the six (6) every five (5) years will receive thirty percent (30%) reimbursement. Employees will only be compensated at seventy-five percent (75%) for one master's degree.

The employee will cover the initial costs of all coursework and will submit an invoice and official transcript upon completion of coursework to the Treasurer's office for reimbursement. A grade of (B) or higher must be achieved to receive Board paid tuition reimbursement. Coursework not approved by the LPDC will be ineligible for tuition reimbursement.

If an employee resigns under own initiative within two (2) years of the reimbursement, the Board will deduct the amount of the reimbursement paid from the employee's final check.

In order to meet No Child Left Behind (NCLB) requirements for highly qualified teachers, the Board may create a stipend to encourage teachers to take course work to become highly qualified in areas of need in the school system. Opportunities for stipends will be posted for all employees to express their interest in participating in the program.

C. Severance Pay

Pursuant to Section 143.621 Ohio Revised Code and Section 3319.141, Ohio Revised Code as amended, the Board of Education of the Montpelier Exempted Village School District shall pay a severance stipend to any retiring employee who retires from active public service under the provisions of the appropriate public employees retirement system. Retirement herein shall be defined as actual retirement from public service with appropriate eligibility for retirement benefits under either the State Teacher's Retirement System or the Public School Employees Retirement System. The employee must notify the Montpelier Board of Education no later than January 15 of the year they choose to retire to receive severance pay.

The actual amount of severance pay payable to a retiring employee for converted accumulated sick leave shall be determined by multiplying .25 by the accumulated sick days, thereby determining days credit to be applied to the per diem rate. The maximum days credit shall be sixty-five (65).

"Per diem rate" shall be defined as the daily rate paid the employee exclusive of any extended service, extra curricular pay, overtime, or other pay in excess of the actual base salary schedule amount payable to the employee at the time of retirement.

All payments made hereunder shall be made in a lump sum to the employee only after proper certification has been received by the Treasurer of the Montpelier Exempted Village Board of Education indicating that retirement has been successfully instituted by the employee. Any benefits to the employee hereunder must be effected by said employee within two hundred seventy (270) days from his/her last active service for the Montpelier Exempted Village Board of Education.

In order to be eligible for this severance payment the employee must have worked as an employee of the Board of Education for at least seven (7) years.

D. Section 125 Plan

The benefits provided to employees under Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable.

An amount not to exceed \$2,000.00 may be set aside by the employee for flexible spending under Section 125 of the Internal Revenue Code. This plan shall be administered by the employer with a third party administrator selected by the Board as the enroller and record keeper of the Plan.

This plan shall be in place by 10/1/09 and the Board shall deposit \$200 in each participant's plan by 11/1/09.

E. Athletic Contest Admittance

A teacher will be eligible to attend all home athletic contests at no charge by working (selling tickets, ushering, supervision, etc.) at two (2) junior high or senior high athletic contests. The teacher and spouse/guest will be admitted without charge. Arrangements are to be made through the athletic director.

**ARTICLE XII.
PAYROLL/PAYROLL DEDUCTIONS**

1. The Treasurer of the Montpelier Board of Education is authorized to make payroll deductions of professional dues as individually requested beginning the third pay period of the school year. The number of consecutive payroll deductions shall be either five (5), ten (10) or twenty (20) at the option of the bargaining unit member.

A representative of the Montpelier Education Association will itemize the names and amounts to be deducted and present to the Treasurer on or before the second pay period of the school year.

2. Salaried employees, upon written request to the Treasurer, may enter into tax sheltered annuity programs any time during the year. Tax sheltered annuity programs will be granted with Board approved companies only.

If an employee decides to enter into a tax-sheltered annuity plan with a company which has not been approved, the employee may request to the Board in writing to approve the company the employee desires. If the company is approved the name of the company will be added to the Board approved company roster.

3. Payroll deduction for FCPE will be made from the first two (2) payrolls in November. The employee must make such request in writing to the Treasurer by October 15.
4. Payroll deductions will be made for the Hancock Federal Credit Union. The employee must make such request in writing to the Treasurer during the opening periods ending August 15 or December 15 with the payroll deduction to begin the first (1st) payroll of September or January respectively. Any changes in deductions must be made during opening periods as is stated above.
5. The Board shall make automatic payroll deposit including electronic transfers for employees who so notify the Board Treasurer. Notification must be by the first day of the month to be effective the next month. Employees are limited to a maximum of three transactions. Any employee hired after June 1, 1997, will have automatic payroll deposit.
6. The Board Treasurer shall have the discretion to change the number of pay periods.

**ARTICLE XIII.
STRS PICK-UP**

The Board agrees to pick-up contributions to the State Teachers' Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the amount that is mandated by the State of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pick-up shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall become effective with the beginning of this contract and shall apply to all compensation including supplemental earnings thereafter.
5. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

**ARTICLE XIV.
TEACHER EVALUATION**

1. All teachers as defined by Ohio Revised Code section 3319.111 shall be evaluated in accordance with Board adopted evaluation policy. The superintendent will convene a committee apprised of no more than six MEA members as chosen by the association to consult before recommending changes to the evaluation policy to the Board. A copy of the current Board adopted evaluation policy is attached to this agreement for reference purposes only (See Appendix A).
2. Any teachers which do not fall under the definition of a teacher as defined by Ohio Revised Code section 3319.111 shall be evaluated according to this Article.
3. A written record of evaluation of a teacher's professional service shall be developed via the form adopted for teacher appraisal in the Montpelier School System. The teachers subject to this evaluation procedure shall be evaluated using the same timelines and frequency of evaluations and observations as those teachers delineated in Paragraph 1 of this section. For this or any subsequent evaluation, the teacher will be given at least twenty (20) working days to show improvement for any deficiencies noted on the observation form. Copies of all information contained in the appraisal form are available to the teacher and administrator.

The evaluator shall be an administrator that holds an appropriate administrator license from the Ohio Department of Education, including the Superintendent. If the teacher attaches a rebuttal to the first evaluation of a school year, the teacher may request an alternate evaluator for the following observations/evaluation. The Superintendent shall assign the alternate evaluator.

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

If the teacher is given an improvement plan, no observation should be done until after the twenty (20) working days required to show improvement. If the teacher is given an improvement plan in the second evaluation, no employment action can be taken until after the twenty (20) working days for improvement is exhausted and there has not been any noted improvement.

4. **Response to Evaluation**

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

5. The superintendent, in consultation with the administrative team, with input from the Association, shall create the evaluation tool during the first week of each school year that will be used during the school year.

The completed instrument shall become part of this Agreement to be implemented jointly by the teachers and the administration.

6. Any complaints regarding violations of either the evaluation procedure set forth in this Article or the Board adopted evaluation procedure, including any memoranda of understanding supplementing that policy, shall be subject solely to the grievance procedure contained in this Agreement and it is intended that this shall supersede any evaluation requirements set forth in O.R.C. 3319.11.

**ARTICLE XV.
WORKDAY - WORK YEAR**

- A. The work year for members of the bargaining unit shall consist of one hundred and eighty-three (183) days. There shall be one hundred eighty (180) student days and three (3) work/in-service days. The Board may extend the work year beyond the one hundred and eighty-three (183) days in which case bargaining unit members will be compensated 1/183 of his/her annual salary for each day the work year is extended.
- B. The maximum length of the regular workday shall be 7.5 hours. Teachers shall have fifteen (15) minutes of prep time either before or the end of the school day.
- C. Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute duty-free lunch period.
- D. The Association leadership can use the time in the contractual day from the end of the student day (currently 3:00 p.m. to 3:15 p.m.) to the end of the contractual work day to conduct any and all Association business.
- E. On days when schools are closed due to the reasons set forth in Section 3317.01 (B), R.C., teachers will not be required to report to school. If the Superintendent determines that the district will make up any calamity days, teachers will be required to report on make-up days without additional compensation. In the event a three hour delay is implemented, the Superintendent may add an hour to the end of the school day.
- F. One day of the member's work year shall be devoted to teacher in-service.

All teachers shall be required to report to one staff meeting monthly as scheduled by the principal. The principal must schedule staff meetings at least thirty (30) days in advance. Staff meetings shall last no longer than thirty (30) minutes after student dismissal.

G. Extended Time

All extended time people will be paid on their per diem rate.

H. Calendar

The Superintendent and the Board of Education shall make the final decision on which calendar is to be implemented.

**ARTICLE XVI.
PLANNING TIME/CLASS SIZE**

A. Planning Time

Teachers who cover a class during their planning time at the direction of the building administrator will be compensated at \$15.00 for the class period.

B. Class Size

The Montpelier School Board of Education will strive to adhere to State Standards in relation to class size at each grade level. Class size shall increase beyond state standards if a teacher is teaching a distance learning class. There shall be no reprisals, if the teacher turns down the opportunity to teach a distance learning class.

**Montpelier Exempted Village
Salary Schedule
2014-2015**

	3% averaged	\$1,319					\$29,595
Step	BA	BA+15	BA+30	MA	MA+12	MA+3%	MA+24
0	\$29,595 1.0000	\$30,735 1.0385	\$31,591 1.0674	\$31,894 1.0777	\$32,196 1.0879	\$32,499 1.0981	\$33,106 1.1186
1	\$31,105 1.0510	\$32,247 1.0896	\$33,389 1.1282	\$33,711 1.1391	\$34,031 1.1499	\$34,353 1.1608	\$34,992 1.1823
2	\$32,335 1.0926	\$33,762 1.1408	\$35,190 1.1890	\$35,521 1.1919	\$35,868 1.2120	\$36,208 1.2234	\$36,883 1.2462
3	\$33,562 1.1340	\$35,275 1.1919	\$36,988 1.2498	\$37,344 1.2618	\$37,703 1.2739	\$38,059 1.2860	\$38,772 1.3101
4	\$34,788 1.1755	\$36,787 1.2430	\$38,786 1.3105	\$39,162 1.3232	\$39,538 1.3359	\$39,911 1.3485	\$40,660 1.3739
5	\$36,018 1.2170	\$38,302 1.2942	\$40,586 1.3714	\$40,979 1.3847	\$41,372 1.3979	\$41,765 1.4112	\$42,551 1.4378
6	\$37,245 1.2585	\$39,815 1.3453	\$42,384 1.4321	\$42,797 1.4461	\$43,207 1.4599	\$43,617 1.4738	\$44,440 1.5016
7	\$38,472 1.2999	\$41,327 1.3964	\$44,182 1.4929	\$44,612 1.5074	\$45,039 1.5218	\$45,469 1.5363	\$46,325 1.5653
8	\$39,699 1.3414	\$42,839 1.4475	\$45,980 1.5536	\$46,427 1.5687	\$46,873 1.5838	\$47,320 1.5989	\$48,213 1.6291
9	\$40,929 1.3829	\$44,355 1.4987	\$47,781 1.6145	\$48,247 1.6302	\$48,711 1.6459	\$49,175 1.6616	\$50,105 1.6930
10	\$42,155 1.4244	\$45,867 1.5498	\$49,579 1.6752	\$50,062 1.6916	\$50,546 1.7079	\$51,026 1.7241	\$51,993 1.7568
11	\$43,382 1.4658	\$47,379 1.6009	\$51,377 1.7360	\$51,877 1.7529	\$52,377 1.7698	\$52,878 1.7867	\$53,879 1.8205
12	\$44,612 1.5074	\$48,895 1.6521	\$53,177 1.7968	\$53,698 1.8144	\$54,215 1.8319	\$54,732 1.8493	\$55,770 1.8844
13	\$45,839 1.5488	\$50,407 1.7032	\$54,975 1.8576	\$55,512 1.8757	\$56,050 1.8939	\$56,587 1.9120	\$57,658 1.9482
14	\$45,839 1.5488	\$50,407 1.7032	\$54,975 1.8576	\$55,512 1.8757	\$56,050 1.8939	\$56,587 1.9120	\$57,658 1.9482
15	\$45,839 1.5488	\$50,407 1.7032	\$54,975 1.8576	\$55,512 1.8757	\$56,050 1.8939	\$56,587 1.9120	\$57,658 1.9482
16	\$45,839 1.5488	\$50,407 1.7032	\$54,975 1.8576	\$55,512 1.8757	\$56,050 1.8939	\$56,587 1.9120	\$57,658 1.9482
17	\$46,189 1.5607	\$50,807 1.7167	\$55,425 1.8728	\$55,962 1.8909	\$56,500 1.9091	\$57,037 1.9272	\$58,108 1.9634
18	\$46,189 1.5607	\$50,807 1.7167	\$55,425 1.8728	\$55,962 1.8909	\$56,500 1.9091	\$57,037 1.9272	\$58,108 1.9634
19	\$46,539 1.5725	\$51,207 1.7302	\$55,875 1.8880	\$56,412 1.9061	\$56,950 1.9243	\$57,487 1.9424	\$58,558 1.9786
20	\$46,539 1.5725	\$51,207 1.7302	\$55,875 1.8880	\$56,412 1.9061	\$56,950 1.9243	\$57,487 1.9424	\$58,558 1.9786

21	\$46,539	\$51,207	\$55,875	\$56,412	\$56,950	\$57,487	\$58,558
	1.5725	1.7302	1.8880	1.9061	1.9243	1.9424	1.9786
22	\$46,539	\$51,207	\$55,875	\$56,412	\$56,950	\$57,487	\$58,558
	1.5725	1.7302	1.8880	1.9061	1.9243	1.9424	1.9786
23	\$46,539	\$51,207	\$55,875	\$56,412	\$56,950	\$57,487	\$58,558
	1.5725	1.7302	1.8880	1.9061	1.9243	1.9424	1.9786
24	\$46,539	\$51,207	\$55,875	\$56,412	\$56,950	\$57,487	\$58,558
	1.5725	1.7302	1.8880	1.9061	1.9243	1.9424	1.9786
25	\$48,295	\$53,435	\$58,574	\$59,148	\$59,719	\$60,293	\$61,438
	1.6319	1.8055	1.9792	1.9985	2.0178	2.0372	2.0759
26	\$48,295	\$53,435	\$58,574	\$59,148	\$59,719	\$60,293	\$61,438
	1.6319	1.8055	1.9792	1.9985	2.0178	2.0372	2.0759
27	\$49,522	\$54,947	\$60,372	\$60,963	\$61,554	\$62,144	\$63,326
	1.6733	1.8566	2.0399	2.0599	2.0798	2.0998	2.1397
28	\$50,749	\$56,462	\$62,173	\$62,783	\$63,391	\$63,999	\$65,214
	1.7148	1.9078	2.1007	2.1214	2.1419	2.1625	2.2035
29	\$51,979	\$57,975	\$63,971	\$64,598	\$65,226	\$65,850	\$67,106
	1.7563	1.9589	2.1615	2.1827	2.2039	2.2250	2.2674
30	\$51,979	\$57,975	\$63,971	\$64,598	\$65,226	\$65,850	\$67,106
	1.7563	1.9589	2.1615	2.1827	2.2039	2.2250	2.2674

- (A) Longevity at the 17th and 19th year -- the following longevity increments will be awarded: Bachelor \$350; B.A.+15 hours \$400; BA+30 hours and higher \$450.
- (B) Horizontal movement on the salary schedule must be requested by the employee with verification of eligibility. This request shall be made no later than September 15 or January 15 of each school year and shall become effective the following pay period.
- (C) MA+3% column will remain until all employees in such column reach the next column.
- (D) Graduate hour accumulation resets upon completion of master's degree. Employee may not skip columns.

**Montpelier Exempted Village
Salary Schedule
2015-2016**

2.5% averaged

\$1,208

\$30,803

Step	BA	BA+15	BA+30	MA	MA+12	MA+3%	MA+24
0	\$30,803 1.0000	\$31,942 1.0370	\$32,799 1.0648	\$33,102 1.0746	\$33,404 1.0844	\$33,706 1.0943	\$34,314 1.1140
1	\$32,313 1.0490	\$33,455 1.0861	\$34,597 1.1232	\$34,919 1.1336	\$35,239 1.1440	\$35,561 1.1545	\$36,200 1.1752
2	\$33,543 1.0889	\$34,970 1.1353	\$36,398 1.1816	\$36,482 1.1844	\$37,076 1.2036	\$37,415 1.2147	\$38,091 1.2366
3	\$34,769 1.1288	\$36,482 1.1844	\$38,196 1.2400	\$38,552 1.2515	\$38,911 1.2632	\$39,267 1.2748	\$39,979 1.2979
4	\$35,996 1.1686	\$37,995 1.2335	\$39,993 1.2984	\$40,369 1.3106	\$40,745 1.3228	\$41,119 1.3349	\$41,868 1.3592
5	\$37,226 1.2085	\$39,510 1.2827	\$41,794 1.3568	\$42,187 1.3696	\$42,580 1.3823	\$42,973 1.3951	\$43,759 1.4206
6	\$38,453 1.2483	\$41,022 1.3318	\$43,592 1.4152	\$44,005 1.4286	\$44,415 1.4419	\$44,825 1.4552	\$45,647 1.4819
7	\$39,680 1.2882	\$42,535 1.3809	\$45,390 1.4735	\$45,820 1.4875	\$46,247 1.5014	\$46,676 1.5153	\$47,533 1.5431
8	\$40,907 1.3280	\$44,047 1.4300	\$47,188 1.5319	\$47,635 1.5464	\$48,081 1.5609	\$48,528 1.5754	\$49,421 1.6044
9	\$42,136 1.3679	\$45,562 1.4791	\$48,989 1.5904	\$49,455 1.6055	\$49,919 1.6206	\$50,382 1.6356	\$51,312 1.6658
10	\$43,363 1.4077	\$47,075 1.5282	\$50,787 1.6487	\$51,270 1.6644	\$51,753 1.6801	\$52,234 1.6957	\$53,201 1.7271
11	\$44,590 1.4476	\$48,587 1.5773	\$52,585 1.7071	\$53,085 1.7234	\$53,585 1.7396	\$54,086 1.7558	\$55,086 1.7883
12	\$45,820 1.4875	\$50,102 1.6265	\$54,385 1.7656	\$54,905 1.7825	\$55,423 1.7992	\$55,940 1.8160	\$56,978 1.8497
13	\$47,047 1.5273	\$51,615 1.6756	\$56,183 1.8239	\$56,720 1.8414	\$57,257 1.8588	\$57,794 1.8762	\$58,866 1.9110
14	\$47,047 1.5273	\$51,615 1.6756	\$56,183 1.8239	\$56,720 1.8414	\$57,257 1.8588	\$57,794 1.8762	\$58,866 1.9110
15	\$47,047 1.5273	\$51,615 1.6756	\$56,183 1.8239	\$56,720 1.8414	\$57,257 1.8588	\$57,794 1.8762	\$58,866 1.9110
16	\$47,047 1.5273	\$51,615 1.6756	\$56,183 1.8239	\$56,720 1.8414	\$57,257 1.8588	\$57,794 1.8762	\$58,866 1.9110
17	\$47,397 1.5387	\$52,015 1.6886	\$56,633 1.8385	\$57,170 1.8560	\$57,707 1.8734	\$58,244 1.8909	\$59,316 1.9256
18	\$47,397 1.5387	\$52,015 1.6886	\$56,633 1.8385	\$57,170 1.8560	\$57,707 1.8734	\$58,244 1.8909	\$59,316 1.9256
19	\$47,747 1.5501	\$52,415 1.7016	\$57,083 1.8532	\$57,620 1.8706	\$58,157 1.8880	\$58,694 1.9055	\$59,766 1.9402
20	\$47,747 1.5501	\$52,415 1.7016	\$57,083 1.8532	\$57,620 1.8706	\$58,157 1.8880	\$58,694 1.9055	\$59,766 1.9402

21	\$47,747	\$52,415	\$57,083	\$57,620	\$58,157	\$58,694	\$59,766
	1.5501	1.7016	1.8532	1.8706	1.8880	1.9055	1.9402
22	\$47,747	\$52,415	\$57,083	\$57,620	\$58,157	\$58,694	\$59,766
	1.5501	1.7016	1.8532	1.8706	1.8880	1.9055	1.9402
23	\$47,747	\$52,415	\$57,083	\$57,620	\$58,157	\$58,694	\$59,766
	1.5501	1.7016	1.8532	1.8706	1.8880	1.9055	1.9402
24	\$47,747	\$52,415	\$57,083	\$57,620	\$58,157	\$58,694	\$59,766
	1.5501	1.7016	1.8532	1.8706	1.8880	1.9055	1.9402
25	\$49,503	\$54,642	\$59,782	\$60,356	\$60,927	\$61,501	\$62,645
	1.6071	1.7739	1.9408	1.9594	1.9779	1.9966	2.0337
26	\$49,503	\$54,642	\$59,782	\$60,356	\$60,927	\$61,501	\$62,645
	1.6071	1.7739	1.9408	1.9594	1.9779	1.9966	2.0337
27	\$50,730	\$56,155	\$61,580	\$62,171	\$62,761	\$63,352	\$64,534
	1.6469	1.8230	1.9991	2.0183	2.0375	2.0567	2.0950
28	\$51,957	\$57,670	\$63,380	\$63,991	\$64,599	\$65,207	\$66,422
	1.6867	1.8722	2.0576	2.0774	2.0971	2.1169	2.1563
29	\$53,187	\$59,182	\$65,178	\$65,806	\$66,433	\$67,058	\$68,313
	1.7267	1.9213	2.1160	2.1363	2.1567	2.1770	2.2177
30	\$53,187	\$59,182	\$65,178	\$65,806	\$66,433	\$67,058	\$68,313
	1.7267	1.9213	2.1160	2.1363	2.1567	2.1770	2.2177

- (A) Longevity at the 17th and 19th year -- the following longevity increments will be awarded: Bachelor \$350; B.A.+15 hours \$400; BA+30 hours and higher \$450.
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- (C) MA+3% column will remain until all employees in such column reach the next column.
- (D) Graduate hour accumulation resets upon completion of master's degree. Employee may not skip columns.

**Montpelier Exempted Village
Salary Schedule
2016-2017**

	2% averaged	\$1,047						\$31,85
Step	BA	BA+15	BA+30	MA	MA+12	MA+3%	MA+24	
0	\$31,850 1.0000	\$32,989 1.0358	\$33,846 1.0627	\$34,148 1.0722	\$34,451 1.0817	\$34,753 1.0912	\$35,361 1.1102	
1	\$33,360 1.0474	\$34,502 1.0833	\$35,644 1.1191	\$35,966 1.1292	\$36,286 1.1393	\$36,608 1.1494	\$37,247 1.1694	
2	\$34,589 1.0860	\$36,017 1.1308	\$37,445 1.1756	\$37,776 1.1783	\$38,123 1.1969	\$38,462 1.2076	\$39,138 1.2288	
3	\$35,816 1.1245	\$37,529 1.1783	\$39,243 1.2321	\$39,599 1.2433	\$39,958 1.2546	\$40,314 1.2657	\$41,026 1.2881	
4	\$37,043 1.1630	\$39,042 1.2258	\$41,040 1.2885	\$41,416 1.3004	\$41,792 1.3122	\$42,166 1.3239	\$42,915 1.3474	
5	\$38,273 1.2017	\$40,557 1.2734	\$42,841 1.3451	\$43,234 1.3574	\$43,627 1.3698	\$44,020 1.3821	\$44,806 1.4068	
6	\$39,500 1.2402	\$42,069 1.3209	\$44,639 1.4015	\$45,052 1.4145	\$45,462 1.4274	\$45,872 1.4402	\$46,694 1.4661	
7	\$40,727 1.2787	\$43,582 1.3683	\$46,437 1.4580	\$46,867 1.4715	\$47,294 1.4849	\$47,723 1.4984	\$48,580 1.5253	
8	\$41,954 1.3172	\$45,094 1.4158	\$48,235 1.5144	\$48,682 1.5285	\$49,128 1.5425	\$49,575 1.5565	\$50,468 1.5845	
9	\$43,183 1.3558	\$46,609 1.4634	\$50,036 1.5710	\$50,502 1.5856	\$50,966 1.6002	\$51,429 1.6147	\$52,359 1.6439	
10	\$44,410 1.3943	\$48,122 1.5109	\$51,834 1.6274	\$52,317 1.6426	\$52,800 1.6578	\$53,281 1.6729	\$54,248 1.7032	
11	\$45,637 1.4329	\$49,634 1.5584	\$53,631 1.6839	\$54,132 1.6996	\$54,632 1.7153	\$55,133 1.7310	\$56,133 1.7624	
12	\$46,867 1.4715	\$51,149 1.6059	\$55,432 1.7404	\$55,952 1.7567	\$56,470 1.7730	\$56,987 1.7892	\$58,024 1.8218	
13	\$48,094 1.5100	\$52,662 1.6534	\$57,230 1.7969	\$57,767 1.8137	\$58,304 1.8306	\$58,841 1.8474	\$59,913 1.8811	
14	\$48,094 1.5100	\$52,662 1.6534	\$57,230 1.7969	\$57,767 1.8137	\$58,304 1.8306	\$58,841 1.8474	\$59,913 1.8811	
15	\$48,094 1.5100	\$52,662 1.6534	\$57,230 1.7969	\$57,767 1.8137	\$58,304 1.8306	\$58,841 1.8474	\$59,913 1.8811	
16	\$48,094 1.5100	\$52,662 1.6534	\$57,230 1.7969	\$57,767 1.8137	\$58,304 1.8306	\$58,841 1.8474	\$59,913 1.8811	
17	\$48,444 1.5210	\$53,062 1.6660	\$57,680 1.8110	\$58,217 1.8278	\$58,754 1.8447	\$59,291 1.8616	\$60,363 1.8952	
18	\$48,444 1.5210	\$53,062 1.6660	\$57,680 1.8110	\$58,217 1.8278	\$58,754 1.8447	\$59,291 1.8616	\$60,363 1.8952	
19	\$48,794 1.5320	\$53,462 1.6785	\$58,130 1.8251	\$58,667 1.8420	\$59,204 1.8588	\$59,741 1.8757	\$60,813 1.9093	
20	\$48,794 1.5320	\$53,462 1.6785	\$58,130 1.8251	\$58,667 1.8420	\$59,204 1.8588	\$59,741 1.8757	\$60,813 1.9093	

21	\$48,794	\$53,462	\$58,130	\$58,667	\$59,204	\$59,741	\$60,813
	1.5320	1.6785	1.8251	1.8420	1.8588	1.8757	1.9093
22	\$48,794	\$53,462	\$58,130	\$58,667	\$59,204	\$59,741	\$60,813
	1.5320	1.6785	1.8251	1.8420	1.8588	1.8757	1.9093
23	\$48,794	\$53,462	\$58,130	\$58,667	\$59,204	\$59,741	\$60,813
	1.5320	1.6785	1.8251	1.8420	1.8588	1.8757	1.9093
24	\$48,794	\$53,462	\$58,130	\$58,667	\$59,204	\$59,741	\$60,813
	1.5320	1.6785	1.8251	1.8420	1.8588	1.8757	1.9093
25	\$50,550	\$55,689	\$60,829	\$61,403	\$61,974	\$62,548	\$63,692
	1.5871	1.7485	1.9098	1.9279	1.9458	1.9638	1.9997
26	\$50,550	\$55,689	\$60,829	\$61,403	\$61,974	\$62,548	\$63,692
	1.5871	1.7485	1.9098	1.9279	1.9458	1.9638	1.9997
27	\$51,777	\$57,202	\$62,627	\$63,217	\$63,808	\$64,399	\$65,581
	1.6256	1.7960	1.9663	1.9848	2.0034	2.0219	2.0590
28	\$53,004	\$58,717	\$64,427	\$65,038	\$65,646	\$66,254	\$67,469
	1.6642	1.8435	2.0228	2.0420	2.0611	2.0802	2.1183
29	\$54,234	\$60,229	\$66,225	\$66,853	\$67,480	\$68,105	\$69,360
	1.7028	1.8910	2.0793	2.0990	2.1187	2.1383	2.1777
30	\$54,234	\$60,229	\$66,225	\$66,853	\$67,480	\$68,105	\$69,360
	1.7028	1.8910	2.0793	2.0990	2.1187	2.1383	2.1777

- (A) Longevity at the 17th and 19th year – the following longevity increments will be awarded: Bachelor \$350; B.A.+15 hours \$400; BA+30 hours and higher \$450.
- (B) Horizontal movement on the salary schedule must be requested by the employee with verification of eligibility. This request shall be made no later than September 15 or January 15 of each school year and shall become effective the following pay period.
- (C) MA+3% column will remain until all employees in such column reach the next column.
- (D) Graduate hour accumulation resets upon completion of master's degree. Employee may not skip columns.

XVIII. SUPPLEMENTAL SALARY SCHEDULE

Montpelier Extra Duty

2014-2015 Base = \$29,595

	0-4	5-10	11+	0-4	5-10	11+
Athletic Director	0.210	0.215	0.220	\$6,215	\$6,363	\$6,511
Jr. High Athletic Director	0.110	0.115	0.120	\$3,255	\$3,403	\$3,551
Head Football	0.160	0.165	0.170	\$4,735	\$4,883	\$5,031
Boys Head Basketball	0.160	0.165	0.170	\$4,735	\$4,883	\$5,031
Girls Head Basketball	0.160	0.165	0.170	\$4,735	\$4,883	\$5,031
Head Wrestling	0.150	0.155	0.160	\$4,439	\$4,587	\$4,735
Head Volleyball	0.150	0.155	0.160	\$4,439	\$4,587	\$4,735
Head Baseball	0.120	0.125	0.130	\$3,551	\$3,699	\$3,847
Boys Head Track	0.120	0.125	0.130	\$3,551	\$3,699	\$3,847
Girls Head Track	0.120	0.125	0.130	\$3,551	\$3,699	\$3,847
Combined Head Track	0.160	0.165	0.170	\$4,735	\$4,883	\$5,031
Head Softball	0.120	0.125	0.130	\$3,551	\$3,699	\$3,847
Cross Country	0.100	0.105	0.110	\$2,960	\$3,107	\$3,255
Golf	0.100	0.105	0.110	\$2,960	\$3,107	\$3,255
Assistant Football	0.120	0.125	0.130	\$3,551	\$3,699	\$3,847
Boys Assistant Basketball	0.120	0.123	0.130	\$3,551	\$3,640	\$3,847
Girls Assistant Basketball	0.120	0.125	0.130	\$3,551	\$3,699	\$3,847
Assistant Volleyball	0.105	0.110	0.115	\$3,107	\$3,255	\$3,403
Assistant Wrestling	0.105	0.110	0.115	\$3,107	\$3,255	\$3,403
Boys Assistant Track	0.105	0.110	0.115	\$3,107	\$3,255	\$3,403
Girls Assistant Track	0.105	0.110	0.115	\$3,107	\$3,255	\$3,403
Assistant Softball	0.095	0.100	0.105	\$2,812	\$2,960	\$3,107
Assistant Baseball	0.095	0.100	0.105	\$2,812	\$2,960	\$3,107
Freshman Football Coach	0.100	0.105	0.110	\$2,960	\$3,107	\$3,255
Freshman Boys Basketball	0.100	0.105	0.110	\$2,960	\$3,107	\$3,255
Freshman Girls Basketball	0.100	0.105	0.110	\$2,960	\$3,107	\$3,255
Freshman Volleyball	0.100	0.105	0.110	\$2,960	\$3,107	\$3,255
Jr. High Wrestling	0.095	0.100	0.105	\$2,812	\$2,960	\$3,107
Jr. High Football	0.095	0.100	0.105	\$2,812	\$2,960	\$3,107
Boys Jr. High Basketball	0.095	0.100	0.105	\$2,812	\$2,960	\$3,107
Girls Jr. High Basketball	0.095	0.100	0.105	\$2,812	\$2,960	\$3,107
Jr. High Volleyball	0.095	0.100	0.105	\$2,812	\$2,960	\$3,107
Jr. High Cross Country	0.085	0.090	0.095	\$2,516	\$2,664	\$2,812
Boys Jr. High Track	0.085	0.090	0.095	\$2,516	\$2,664	\$2,812
Girls Jr. High Track	0.085	0.090	0.095	\$2,516	\$2,664	\$2,812
Jr. High Golf	0.085	0.090	0.095	\$2,516	\$2,664	\$2,812
Marching Band	0.140	0.145	0.150	\$4,143	\$4,291	\$4,439
Assistant Marching Band	0.100	0.105	0.110	\$2,960	\$3,107	\$3,255
Summer Band	0.115	0.120	0.125	\$3,403	\$3,551	\$3,699
Pep Band	0.025	0.030	0.035	\$740	\$888	\$1,036
Senior Class Advisor	0.040	0.044	0.049	\$1,184	\$1,302	\$1,450
Junior Class Advisor	0.052	0.057	0.062	\$1,539	\$1,687	\$1,835
Sophomore Class Advisor	0.028	0.033	0.038	\$829	\$977	\$1,125
Freshman Class Advisor	0.028	0.033	0.038	\$829	\$977	\$1,125
High School Cheerleading Advisor	0.130	0.135	0.140	\$3,847	\$3,995	\$4,143
Assistant Cheerleading Advisor	0.080	0.085	0.090	\$2,368	\$2,516	\$2,664
Jr. High Cheerleading Advisor	0.080	0.085	0.090	\$2,368	\$2,516	\$2,664
Yearbook Advisor	0.120	0.125	0.130	\$3,551	\$3,699	\$3,847
Fifth Grade Musical	0.055	0.060	0.065	\$1,628	\$1,776	\$1,924
High School Musical	0.140	0.145	0.150	\$4,143	\$4,291	\$4,439
Jr. High Drama	0.055	0.060	0.065	\$1,628	\$1,776	\$1,924
High School Student Council	0.050	0.055	0.060	\$1,480	\$1,628	\$1,776
Middle School Student Council	0.050	0.055	0.060	\$1,480	\$1,628	\$1,776
Elementary Student Council	0.025	0.030	0.035	\$740	\$888	\$1,036
High School Quiz Bowl	0.040	0.045	0.050	\$1,184	\$1,332	\$1,480
Elementary/Jr. High Quiz Bowl	0.032	0.037	0.042	\$947	\$1,095	\$1,243

Robotics Club	0.050	0.055	0.060	\$1,480	\$1,628	\$1,776
Archery Club	0.040	0.045	0.050	\$1,184	\$1,332	\$1,480
National Honor Society	0.028	0.033	0.038	\$829	\$977	\$1,125
Locomotion Advisor	0.080	0.085	0.090	\$2,368	\$2,516	\$2,664
LPDC Chair	0.050	0.055	0.060	\$1,480	\$1,628	\$1,776
Right to Read Chair	0.028	0.033	0.038	\$829	\$977	\$1,125
Science Olympiad	0.028	0.033	0.038	\$829	\$977	\$1,125
Weight Room Coordinator (Spring, Summer, Fall and Winter)	0.030	0.035	0.040	\$888	\$1,036	\$1,184

Summer School - \$20.51

Athletic Contest Manager - \$75.00 per contest

Lunchroom Monitor - \$15.00 per hour

SLO Committee Member - \$15.00 per hour

Saturday School - \$25.00 per hour

Summer Kindergarten Screening \$12.00 per student

Tutoring \$15.00 per hour

Detention Center Monitor - \$25.00 per hour

Entry Year Mentor Years One and Two - \$750.00

Entry Year Mentor Years Three and Four (if needed) - \$200.00

Entry Year Teacher - \$150.00

Entry Year District Mentor - \$1,500.00

National Board Certification - \$1,000 per year from ten (10) years

Supplemental Salaries shall be paid in two installments:

1/2 of the salary when one-half of the contractual period is completed.

1/2 of the salary when the contractual period has been completed

XVIII. SUPPLEMENTAL SALARY SCHEDULE

Montpelier Extra Duty

2015-2016 Base = \$30,803

	0-4	5-10	11+	0-4	5-10	11+
Athletic Director	0.210	0.215	0.220	\$6,469	\$6,623	\$6,777
Jr. High Athletic Director	0.110	0.115	0.120	\$3,388	\$3,542	\$3,696
Head Football	0.160	0.165	0.170	\$4,928	\$5,082	\$5,237
Boys Head Basketball	0.160	0.165	0.170	\$4,928	\$5,082	\$5,237
Girls Head Basketball	0.160	0.165	0.170	\$4,928	\$5,082	\$5,237
Head Wrestling	0.150	0.155	0.160	\$4,620	\$4,774	\$4,928
Head Volleyball	0.150	0.155	0.160	\$4,620	\$4,774	\$4,928
Head Baseball	0.120	0.125	0.130	\$3,696	\$3,850	\$4,004
Boys Head Track	0.120	0.125	0.130	\$3,696	\$3,850	\$4,004
Girls Head Track	0.120	0.125	0.130	\$3,696	\$3,850	\$4,004
Combined Head Track	0.160	0.165	0.170	\$4,928	\$5,082	\$5,237
Head Softball	0.120	0.125	0.130	\$3,696	\$3,850	\$4,004
Cross Country	0.100	0.105	0.110	\$3,080	\$3,234	\$3,388
Golf	0.100	0.105	0.110	\$3,080	\$3,234	\$3,388
Assistant Football	0.120	0.125	0.130	\$3,696	\$3,850	\$4,004
Boys Assistant Basketball	0.120	0.123	0.130	\$3,696	\$3,789	\$4,004
Girls Assistant Basketball	0.120	0.125	0.130	\$3,696	\$3,850	\$4,004
Assistant Volleyball	0.105	0.110	0.115	\$3,234	\$3,388	\$3,542
Assistant Wrestling	0.105	0.110	0.115	\$3,234	\$3,388	\$3,542
Boys Assistant Track	0.105	0.110	0.115	\$3,234	\$3,388	\$3,542
Girls Assistant Track	0.105	0.110	0.115	\$3,234	\$3,388	\$3,542
Assistant Softball	0.095	0.100	0.105	\$2,926	\$3,080	\$3,234
Assistant Baseball	0.095	0.100	0.105	\$2,926	\$3,080	\$3,234
Freshman Football Coach	0.100	0.105	0.110	\$3,080	\$3,234	\$3,388
Freshman Boys Basketball	0.100	0.105	0.110	\$3,080	\$3,234	\$3,388
Freshman Girls Basketball	0.100	0.105	0.110	\$3,080	\$3,234	\$3,388
Freshman Volleyball	0.100	0.105	0.110	\$3,080	\$3,234	\$3,388
Jr. High Wrestling	0.095	0.100	0.105	\$2,926	\$3,080	\$3,234
Jr. High Football	0.095	0.100	0.105	\$2,926	\$3,080	\$3,234
Boys Jr. High Basketball	0.095	0.100	0.105	\$2,926	\$3,080	\$3,234
Girls Jr. High Basketball	0.095	0.100	0.105	\$2,926	\$3,080	\$3,234
Jr. High Volleyball	0.095	0.100	0.105	\$2,926	\$3,080	\$3,234
Jr. High Cross Country	0.085	0.090	0.095	\$2,618	\$2,772	\$2,926
Boys Jr. High Track	0.085	0.090	0.095	\$2,618	\$2,772	\$2,926
Girls Jr. High Track	0.085	0.090	0.095	\$2,618	\$2,772	\$2,926
Jr. High Golf	0.085	0.090	0.095	\$2,618	\$2,772	\$2,926
Marching Band	0.140	0.145	0.150	\$4,312	\$4,466	\$4,620
Assistant Marching Band	0.100	0.105	0.110	\$3,080	\$3,234	\$3,388
Summer Band	0.115	0.120	0.125	\$3,542	\$3,696	\$3,850
Pep Band	0.025	0.030	0.035	\$770	\$924	\$1,078
Senior Class Advisor	0.040	0.044	0.049	\$1,232	\$1,355	\$1,509
Junior Class Advisor	0.052	0.057	0.062	\$1,602	\$1,756	\$1,910
Sophomore Class Advisor	0.028	0.033	0.038	\$862	\$1,016	\$1,171
Freshman Class Advisor	0.028	0.033	0.038	\$862	\$1,016	\$1,171
High School Cheerleading Advisor	0.130	0.135	0.140	\$4,004	\$4,158	\$4,312
Assistant Cheerleading Advisor	0.080	0.085	0.090	\$2,464	\$2,618	\$2,772
Jr. High Cheerleading Advisor	0.080	0.085	0.090	\$2,464	\$2,618	\$2,772
Yearbook Advisor	0.120	0.125	0.130	\$3,696	\$3,850	\$4,004
Fifth Grade Musical	0.055	0.060	0.065	\$1,694	\$1,848	\$2,002
High School Musical	0.140	0.145	0.150	\$4,312	\$4,466	\$4,620
Jr. High Drama	0.055	0.060	0.065	\$1,694	\$1,848	\$2,002
High School Student Council	0.050	0.055	0.060	\$1,540	\$1,694	\$1,848
Middle School Student Council	0.050	0.055	0.060	\$1,540	\$1,694	\$1,848
Elementary Student Council	0.025	0.030	0.035	\$770	\$924	\$1,078

High School Quiz Bowl	0.040	0.045	0.050	\$1,232	\$1,386	\$1,540
Elementary/Jr. High Quiz Bowl	0.032	0.037	0.042	\$986	\$1,140	\$1,294
Robotics Club	0.050	0.055	0.060	\$1,540	\$1,694	\$1,848
Archery Club	0.040	0.045	0.050	\$1,232	\$1,386	\$1,540
National Honor Society	0.028	0.033	0.038	\$862	\$1,016	\$1,171
Locomotion Advisor	0.080	0.085	0.090	\$2,464	\$2,618	\$2,772
LPDC Chair	0.050	0.055	0.060	\$1,540	\$1,694	\$1,848
Right to Read Chair	0.028	0.033	0.038	\$862	\$1,016	\$1,171
Science Olympiad	0.028	0.033	0.038	\$862	\$1,016	\$1,171
Weight Room Coordinator (Spring, Summer, Fall and Winter)	0.030	0.035	0.040	\$924	\$1,078	\$1,232

Summer School - \$20.51

Athletic Contest Manager - \$75.00 per contest

Lunchroom Monitor - \$15.00 per hour

SLO Committee Member - \$15.00 per hour

Saturday School - \$25.00 per hour

Summer Kindergarten Screening \$12.00 per student

Tutoring \$15.00 per hour

Detention Center Monitor - \$25.00 per hour

Entry Year Mentor Years One and Two - \$750.00

Entry Year Mentor Years Three and Four (if needed) - \$200.00

Entry Year Teacher - \$150.00

Entry Year District Mentor - \$1,500.00

National Board Certification - \$1,000 per year from ten (10) years

Supplemental Salaries shall be paid in two installments:

1/2 of the salary when one-half of the contractual period is completed.

1/2 of the salary when the contractual period has been completed

XVIII. SUPPLEMENTAL SALARY SCHEDULE

Montpelier Extra Duty

2016-2017 Base = \$31,850

	0-4	5-10	11+	0-4	5-10	11+
Athletic Director	0.210	0.215	0.220	\$6,689	\$6,848	\$7,007
Jr. High Athletic Director	0.110	0.115	0.120	\$3,504	\$3,663	\$3,822
Head Football	0.160	0.165	0.170	\$5,096	\$5,255	\$5,415
Boys Head Basketball	0.160	0.165	0.170	\$5,096	\$5,255	\$5,415
Girls Head Basketball	0.160	0.165	0.170	\$5,096	\$5,255	\$5,415
Head Wrestling	0.150	0.155	0.160	\$4,778	\$4,937	\$5,096
Head Volleyball	0.150	0.155	0.160	\$4,778	\$4,937	\$5,096
Head Baseball	0.120	0.125	0.130	\$3,822	\$3,981	\$4,141
Boys Head Track	0.120	0.125	0.130	\$3,822	\$3,981	\$4,141
Girls Head Track	0.120	0.125	0.130	\$3,822	\$3,981	\$4,141
Combined Head Track	0.160	0.165	0.170	\$5,096	\$5,255	\$5,415
Head Softball	0.120	0.125	0.130	\$3,822	\$3,981	\$4,141
Cross Country	0.100	0.105	0.110	\$3,185	\$3,344	\$3,504
Golf	0.100	0.105	0.110	\$3,185	\$3,344	\$3,504
Assistant Football	0.120	0.125	0.130	\$3,822	\$3,981	\$4,141
Boys Assistant Basketball	0.120	0.123	0.130	\$3,822	\$3,918	\$4,141
Girls Assistant Basketball	0.120	0.125	0.130	\$3,822	\$3,981	\$4,141
Assistant Volleyball	0.105	0.110	0.115	\$3,344	\$3,504	\$3,663
Assistant Wrestling	0.105	0.110	0.115	\$3,344	\$3,504	\$3,663
Boys Assistant Track	0.105	0.110	0.115	\$3,344	\$3,504	\$3,663
Girls Assistant Track	0.105	0.110	0.115	\$3,344	\$3,504	\$3,663
Assistant Softball	0.095	0.100	0.105	\$3,026	\$3,185	\$3,344
Assistant Baseball	0.095	0.100	0.105	\$3,026	\$3,185	\$3,344
Freshman Football Coach	0.100	0.105	0.110	\$3,185	\$3,344	\$3,504
Freshman Boys Basketball	0.100	0.105	0.110	\$3,185	\$3,344	\$3,504
Freshman Girls Basketball	0.100	0.105	0.110	\$3,185	\$3,344	\$3,504
Freshman Volleyball	0.100	0.105	0.110	\$3,185	\$3,344	\$3,504
Jr. High Wrestling	0.095	0.100	0.105	\$3,026	\$3,185	\$3,344
Jr. High Football	0.095	0.100	0.105	\$3,026	\$3,185	\$3,344
Boys Jr. High Basketball	0.095	0.100	0.105	\$3,026	\$3,185	\$3,344
Girls Jr. High Basketball	0.095	0.100	0.105	\$3,026	\$3,185	\$3,344
Jr. High Volleyball	0.095	0.100	0.105	\$3,026	\$3,185	\$3,344
Jr. High Cross Country	0.085	0.090	0.095	\$2,707	\$2,867	\$3,026
Boys Jr. High Track	0.085	0.090	0.095	\$2,707	\$2,867	\$3,026
Girls Jr. High Track	0.085	0.090	0.095	\$2,707	\$2,867	\$3,026
Jr. High Golf	0.085	0.090	0.095	\$2,707	\$2,867	\$3,026
Marching Band	0.140	0.145	0.150	\$4,459	\$4,618	\$4,778
Assistant Marching Band	0.100	0.105	0.110	\$3,185	\$3,344	\$3,504
Summer Band	0.115	0.120	0.125	\$3,663	\$3,822	\$3,981
Pep Band	0.025	0.030	0.035	\$796	\$956	\$1,115
Senior Class Advisor	0.040	0.044	0.049	\$1,274	\$1,401	\$1,561
Junior Class Advisor	0.052	0.057	0.062	\$1,656	\$1,815	\$1,975
Sophomore Class Advisor	0.028	0.033	0.038	\$892	\$1,051	\$1,210
Freshman Class Advisor	0.028	0.033	0.038	\$892	\$1,051	\$1,210
High School Cheerleading Advisor	0.130	0.135	0.140	\$4,141	\$4,300	\$4,459
Assistant Cheerleading Advisor	0.080	0.085	0.090	\$2,548	\$2,707	\$2,867
Jr. High Cheerleading Advisor	0.080	0.085	0.090	\$2,548	\$2,707	\$2,867
Yearbook Advisor	0.120	0.125	0.130	\$3,822	\$3,981	\$4,141
Fifth Grade Musical	0.055	0.060	0.065	\$1,752	\$1,911	\$2,070
High School Musical	0.140	0.145	0.150	\$4,459	\$4,618	\$4,778
Jr. High Drama	0.055	0.060	0.065	\$1,752	\$1,911	\$2,070
High School Student Council	0.050	0.055	0.060	\$1,593	\$1,752	\$1,911
Middle School Student Council	0.050	0.055	0.060	\$1,593	\$1,752	\$1,911
Elementary Student Council	0.025	0.030	0.035	\$796	\$956	\$1,115
High School Quiz Bowl	0.040	0.045	0.050	\$1,274	\$1,433	\$1,593
Elementary/Jr. High Quiz Bowl	0.032	0.037	0.042	\$1,019	\$1,178	\$1,338

Robotics Club	0.050	0.055	0.060	\$1,593	\$1,752	\$1,911
Archery Club	0.040	0.045	0.050	\$1,274	\$1,433	\$1,593
National Honor Society	0.028	0.033	0.038	\$892	\$1,051	\$1,210
Locomotion Advisor	0.080	0.085	0.090	\$2,548	\$2,707	\$2,867
LPDC Chair	0.050	0.055	0.060	\$1,593	\$1,752	\$1,911
Right to Read Chair	0.028	0.033	0.038	\$892	\$1,051	\$1,210
Science Olympiad	0.028	0.033	0.038	\$892	\$1,051	\$1,210
Weight Room Coordinator (Spring, Summer, Fall and Winter)	0.030	0.035	0.040	\$956	\$1,115	\$1,274

Summer School - \$20.51

Athletic Contest Manager - \$75.00 per contest

Lunchroom Monitor - \$15.00 per hour

SLO Committee Member - \$15.00 per hour

Saturday School - \$25.00 per hour

Summer Kindergarten Screening \$12.00 per student

Tutoring \$15.00 per hour

Detention Center Monitor - \$25.00 per hour

Entry Year Mentor Years One and Two - \$750.00

Entry Year Mentor Years Three and Four (if needed) - \$200.00

Entry Year Teacher - \$150.00

Entry Year District Mentor - \$1,500.00

National Board Certification - \$1,000 per year from ten (10) years

Supplemental Salaries shall be paid in two installments:

1/2 of the salary when one-half of the contractual period is completed.

1/2 of the salary when the contractual period has been completed

**ARTICLE XIX.
CREDIT FLEXIBILITY**

As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the district in accordance with the State Board of Education's credit flexibility plan:

1. The Superintendent, High School Principal, and a High School Guidance Counselor shall be responsible for the approval/disapproval of student Flexible Credit applications.
2. Only a teacher certified in the area of flexible credit sought shall be assigned as the teacher of record. The teacher shall be a highly qualified teacher.
3. Flex credit shall be governed by the work conditions contained within the contract and shall be performed during the regular work day hours.

**ARTICLE XX.
MODIFICATION OF AGREEMENT**

1. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.
2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

**ARTICLE XXI.
NO STRIKE CLAUSE**

The Association agrees not to engage in a strike or any other form of concerted activity which would amount to a withholding or partial withholding of services for which the individual members of the Association's bargaining unit were employed to perform during the term of this Agreement, except under such conditions as outlined under Article I, Section G.

**ARTICLE XXII.
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE(S)**

The provisions of this article will be effective upon signing of negotiation agreement.

- A. The Montpelier Local Professional Development Committee shall be composed of a majority of teachers who are selected by the Montpelier Education Association.
- B. Any teacher who serves as a member of the Local Professional Development Committee shall receive release time for Local Professional Development Committee or shall receive \$15.00 per hour for time spent on Local Professional Development Committee activities (up to a maximum of 20 hours per member).

**ARTICLE XXIII.
MASTER TEACHER COMMITTEE**

- 1. That there is hereby established the Master Teacher Committee for the purpose of designating teachers in the district as a master teacher in accordance with the rules and regulation of the Ohio Educators Standards Board.
- 2. The Master Teacher Committee shall consist of five members; three of which shall be teachers employed by the Board; and two of which shall be appointed by the Superintendent.
- 3. The Master Teacher Committee shall determine the time, location, and number of committee hearings.
- 4. The Master Teacher Committee shall determine the length of the term of office for each person serving on the committee.
- 5. In the event of an interim vacancy or removal of a teacher on the Master Teacher Committee, the replacement for that vacancy shall be determined by the Executive Committee of the Montpelier Education Association. In the event that an interim vacancy or removal of an administrative member of the Master Teacher Committee, the Superintendent shall determine the replacement for that vacancy.
- 6. The Master Teacher Committee shall determine its own appeals procedure.
- 7. Nothing associated with the Master Teacher Committee process shall be subject to the grievance procedure contained in the agreement between the Board and the Association.
- 8. Any teacher who serves as a member of the Master Teacher Committee shall receive release time for Master Teacher Committee meetings or shall receive \$15.00 per hour for time spent at Master Teacher Committee meetings (up to a maximum of 20 hours per member).

**ARTICLE XXIV.
CONTRACT DURATION STATEMENT**

The provisions of this contract shall be in full force and effect commencing August 1, 2014, and extending through July 31, 2017.

FOR THE BOARD

Stephanie Freund
President

6/3/14
Date

FOR THE ASSOCIATION

Larry Martin
President

5-25-14
Date

APPENDIX A

STANDARDS-BASED TEACHER EVALUATION

The Montpelier Exempted Village Schools Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Montpelier Exempted Village Schools Board of Education adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

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

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Montpelier Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Montpelier Exempted Village Schools Board of Education.

Given the dynamic nature of the mandated teacher evaluation process, the Montpelier Exempted Village Schools Board of Education authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by district teachers represented by the Montpelier Education Association, and for the express purpose of recommending necessary changes to the Montpelier Exempted Village Schools Board of Education for the appropriate revision of this policy.

Definitions

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

"Teacher" – For purposes of this policy, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining

agreement in effect between the Montpelier Exempted Village School Board of Education and the Montpelier Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined in ORC Section 3319.02 are not subject to evaluation under this policy

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

- a. Meets the eligibility requirements under ORC Section 3311(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and passed an online credentialing assessment.

The Montpelier Exempted Village Schools Board of Education shall require the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, and geography.

"Student Growth" – for the purpose of the district's evaluation, student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objectives" ("SLOs") – include goals identified by a teacher or group of teachers that identify expected learning outcomes or targets for a group of students over a period of time.

"Shared Attribution Measures" – encompasses student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district/school level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Department of Education that measure mastery of the course content for the state grade level, which may include nationally normed standardized assessment, entry certification exams, or end-of-course examinations for grade level and subject, in which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in 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 specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and 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 instructional responsibility;
- c. Understanding and using varied assessment 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, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on two formal observations and periodic classroom walkthroughs each school year. First observation must be completed by January 1. Second observation must be completed between January 1 and May 10.

- Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation. First observation must be completed by November 1. Second observation must be completed between November 1 and March 1. Third observation must be completed between March 1 and May 10.
- A teacher who has been granted a continuing contract by the board of education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.
- A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Montpelier Exempted Village Schools Board of Education shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one formal observation.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Montpelier Exempted Village Schools Board of Education shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, as set forth in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form #1."

Formal Observation Procedure

- a. Pre-conference shall be arranged at least one week prior to formal observation.
- b. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. All subsequent observations will be unannounced.
- c. A post-observation conference shall be held after each formal observation.
- d. Evaluation shall be completed with three weeks of pre-conference.
- e. Evaluator will observe entire lesson as agreed upon during pre-conference.

f. Completed evaluation will be placed in employee's personnel file. Only final rating will be reported to Ohio Department of Education.

Informal Observation/Classroom Walkthrough Procedure

a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

b. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form #2.

a. A final debriefing and/or completed form must be shared with the employee within two week of walkthrough.

Assessment of Student Growth

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

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1: Teachers instructing in value-added subjects exclusively¹;
- A2: Teachers instructing in value-added courses, but not exclusively²;
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

¹ If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

² For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

³ If used, only one "shared attribution" measure can be utilized per instructor.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index". Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Montpelier Exempted Village Schools Board of Education. The Montpelier Exempted Village Schools Board of Education's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

		Teacher Performance			
		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

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

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Montpelier Exempted Village Schools Board of Education for that purpose, utilizing the components set forth in the "Teacher Evaluation Form #2."
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form #2."
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form #2."

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Montpelier Exempted Village Schools Board of Education, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of a Collective Bargaining Agreement.

Nothing in this policy will be deemed to prevent the Montpelier Exempted Village Schools Board of Education 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 in effect between it and the Montpelier Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Montpelier Exempted Village Schools Board of Education reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

APPENDIX B

TEACHER'S RESPONSE TO EVALUATION

Teacher's Name _____ Date _____

Response to Observation # _____

Teacher's Signature

APPENDIX C

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form:

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Teacher

Name of Grievant _____

Date Filed _____

Building _____

Assignment _____

Date cause of grievance _____

Step of grievance _____

Statement of grievance: _____

Relief Sought: _____

Disposition to this step: _____

Disposition this step: _____

Signature: _____

Date: _____

Title: _____

Receipt of above form should be recorded at each step.

Delivered by: _____

Date: _____

Received by: _____

Date: _____