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**AGREEMENT**

**BETWEEN**

**THE**

**MISSISSINAWA VALLEY BOARD OF EDUCATION**

**AND THE**

**MISSISSINAWA VALLEY CLASSROOM TEACHERS' ASSOCIATION**

**EFFECTIVE JULY 1, 2015**

**THROUGH**

**JUNE 30, 2018**

## TABLE OF CONTENTS

ARTICLE 1.....	1
GENERAL.....	1
ARTICLE 2.....	1
<i>RECOGNITION</i> .....	1
ARTICLE 3.....	2
<i>NON-DISCRIMINATION</i> .....	2
ARTICLE 4.....	2
<i>GRIEVANCE PROCEDURE</i> .....	2
ARTICLE 5.....	5
<i>PERSONNEL RECORDS</i> .....	5
ARTICLE 6.....	5
<i>TRANSFERS, VACANCIES AND ASSIGNMENTS</i> .....	5
ARTICLE 7.....	6
<i>STAFF REDUCTION</i> .....	6
ARTICLE 8.....	8
<i>TEACHER EVALUATION</i> .....	8
ARTICLE 9.....	13
<i>SAVINGS CLAUSE</i> .....	13
ARTICLE 10.....	13
<i>NO STRIKE/LOCKOUT</i> .....	13
ARTICLE 11.....	14
<i>SALARY AND CO-CURRICULAR SCHEDULES</i> .....	14
ARTICLE 12.....	14
<i>PERSONAL LEAVE</i> .....	14
ARTICLE 13.....	16
<i>SICK LEAVE</i> .....	16
ARTICLE 14.....	19
<i>MILITARY LEAVE</i> .....	19
ARTICLE 15.....	19
<i>ASSAULT LEAVE</i> .....	19

ARTICLE 16.....	19
<i>LEAVES OF ABSENCE WITHOUT PAY</i> .....	19
ARTICLE 17.....	20
<i>PROFESSIONAL MEETING ATTENDANCE</i> .....	20
ARTICLE 18.....	21
<i>JURY/WITNESS LEAVE</i> .....	21
ARTICLE 19.....	21
<i>WORKING CONDITIONS</i> .....	21
ARTICLE 20.....	23
<i>CONTRACTS</i> .....	23
ARTICLE 21.....	26
<i>SICK LEAVE CONVERSION</i> .....	26
ARTICLE 22.....	27
<i>COMMUNITY/PARENT COMPLAINTS</i> .....	27
ARTICLE 23.....	28
<i>PLANNING AND CONFERENCE TIME</i> .....	28
ARTICLE 24.....	28
<i>ASSOCIATION BUSINESS</i> .....	28
ARTICLE 25.....	29
<i>INSURANCE</i> .....	29
ARTICLE 26.....	30
<i>STRS PICK-UP</i> .....	30
ARTICLE 27.....	31
<i>MISCELLANEOUS</i> .....	31
ARTICLE 28.....	34
<i>NEGOTIATIONS PROCEDURE</i> .....	34
ARTICLE 29.....	36
<i>STAFF DEVELOPMENT</i> .....	36
ARTICLE 30.....	36
<i>FAIR SHARE FEE</i> .....	36
ARTICLE 31.....	39
<i>INCENTIVE PAY</i> .....	39
ARTICLE 32.....	39
<i>SIGNING BONUS</i> .....	39



ARTICLE 33..... 39

*DURATION OF AGREEMENT*..... 39

ADDENDUM A1..... 40

SY 2015-2016 CERTIFIED SALARY SCHEDULE - 3% INCREASE..... 40

ADDENDUM A2..... 41

SY 2016-2017 CERTIFIED SALARY SCHEDULE - 2% INCREASE..... 41

ADDENDUM A3..... 42

SY 2017-2018 CERTIFIED SALARY SCHEDULE - 2% INCREASE..... 42

ADDENDUM B - CO-CURRICULAR POSITION PLACEMENT..... 43

ADDENDUM C - SUPPLEMENTAL SALARY SCHEDULE..... 45

ADDENDUM D - INSURANCE..... 48

ADDENDUM E – MENTOR’S RESPONSIBILITIES..... 51

ADDENDUM F – FINAL SUMMATIVE RATING..... 55

SIGNATURE PAGE..... 56

## **ARTICLE 1**

### **GENERAL**

Recognizing that providing a high quality education for the children of the Mississinawa Valley School District is the paramount aim of this school district, and that good morale in the teaching staff is desirable for the best education of the children, we do hereby declare that:

1. The Mississinawa Valley Board of Education, hereinafter referred to as the "Board" has the final responsibility of establishing policies for the district.
2. The Superintendent and his/her staff have the responsibility of carrying out the policies established.
3. The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Ohio and/or the United States, including but not limited to the management and control of the school properties, facilities, grades, and courses of study, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, as such rights existed prior to the execution of this or any other Agreement. The Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Mississinawa Valley Classroom Teachers Association and OEA/NEA, hereinafter referred to as the "Association", to discuss matters of concern to either party during the term of the Agreement.

## **ARTICLE 2**

### **RECOGNITION**

The Association is hereby recognized as the sole and exclusive representative for the certified/licensed instruction staff. The certified/licensed instructional staff, as used herein, shall be limited to classroom teachers, special teachers (art, music, physical education, etc.), guidance counselors, and certificated school nurse. This recognition shall exclude any person who serves in the capacity of Superintendent, Assistant Superintendent, Principal or Assistant Principal.

### **ARTICLE 3**

#### ***NON-DISCRIMINATION***

- A. The parties hereto agree that neither the board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non- membership in the Association or his/her activities herein prescribed.
- B. The Board, the Association, and each employee will cooperate with all applicable laws forbidding discrimination on the account of race, color, creed, sex, political affiliation or sexual orientation.

### **ARTICLE 4**

#### ***GRIEVANCE PROCEDURE***

##### **A. Definitions**

- 1. A grievance is a complaint of an employee or the Association involving the alleged misinterpretation, misapplication, or violation of a provision(s) of this Agreement.
- 2. A grievant shall mean the Association, a person, or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
- 3. No grievance may be filed concerning a matter, which may be made the subject of a charge with a State or Federal Agency.
- 4. Any action by the Board to terminate, renew or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.
- 5. Definition of workday: "Days" shall be defined as workdays except as specifically noted for the duration of this provision.

B. Procedure

Step I - Informal Procedure

The aggrieved party shall discuss the grievance or the complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within the ten (10) workdays after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) workdays following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article. (Except as specifically noted "Days" shall be defined as workdays for the duration of this provision.)

Step II - Formal Procedure

If a satisfactory solution is not affected, the aggrieved party shall present his written grievance to the principal or immediate supervisor within five (5) days after the informal hearing. The principal or immediate supervisor shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The principal or immediate supervisor shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward it to the concerned parties within five (5) days from the time of the hearing.

Step III - Superintendent

If a satisfactory solution is not affected, the Association shall invoke Step III in writing and present same to the Superintendent within five (5) days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent shall decide whether to personally handle this Step of the grievance or delegate responsibility within five (5) days of receipt of the grievance. The Superintendent or his designee shall provide a written answer to the grievance and forward to the concerned parties within five (5) days from the time of the hearing.

Step IV - Advisory Arbitration

If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within five (5) days, the Association may notify the Board in writing of its intent to submit the grievance to advisory arbitration. Any failure to invoke Step IV within five (5) days of the receipt of the Step III answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to advisory arbitration, the parties, within five (5) days thereafter submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration Association. The Board and the Association shall equally share the fees and expenses of the arbitration proceeding. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall review the grievance and submit his/her decision to the parties. The arbitrator's decision shall be advisory to all parties. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the negotiated policies and the arbitrator may consider only the specific language of this Agreement and render his/her decision on the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings. Only grievance as defined herein shall be subject to arbitration. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing the substantive issues or merits of a grievance.

The Board shall take necessary action within two (2) regularly scheduled Board meetings after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days of the Board's action.

C. Miscellaneous Provisions

1. The aggrieved teacher, the Board and/or the representative of either shall not be denied the right to advice, counsel, and/or representation at Step III or above.
2. A grievance may be withdrawn at any level without prejudice or record.
3. If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
4. If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step.
5. There shall be no reprisals taken against any participant in the grievance procedure.
6. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
7. Any time limits or steps hereinbefore set forth may be waived by the mutual written consent of the parties.

## **ARTICLE 5**

### ***PERSONNEL RECORDS***

- A. There will be one official record for each employee covered hereunder and such records shall be maintained in the District Superintendent's office. Whenever practicable, an update of such records shall be completed by June 15 of each calendar year.
- B. Official personnel files will be open for inspection by the employee, the Board acting as a body, appropriate administrative and support personnel, and the authorized representative of the employee upon the receipt of written authorization from such employee. These files may be inspected by the employee in the presence of the Superintendent or his designee.
- C. When a principal or other Administrator finds it necessary to make a notation in an employee's file, which may reflect adversely upon the employee's conduct, service, character or personality, the employee shall be afforded an opportunity to read such notation. The employee shall acknowledge that s/he has read such notation by affixing his/her signature on the document filed. The employee also shall have the right to rebut such notation and his/her rebuttal shall be attached to the file copy.
- D. Any disciplinary action older than five (5) years shall be deleted from the Personnel file.

## **ARTICLE 6**

### ***TRANSFERS, VACANCIES AND ASSIGNMENTS***

- A. Any request by an employee covered hereunder for a transfer to a different assignment shall be made in writing to the Superintendent on or before April 1 of each calendar year. Transfer requests shall set forth the reasons for requesting such a transfer.
- B. Employees requesting transfers as provided for in this article, shall, upon request, be afforded the opportunity for an interview with the Superintendent or his/her designee.
- C. Known vacancies for the succeeding school year shall be posted on appropriate bulletin boards during the month of March of each school year.

Vacancies during the school year shall be posted for a period of not less than seven (7) days.

All positions, including intervention positions and tutoring positions, shall be posted electronically and on the bulletin boards in both teachers' lounges and the mailroom in the office.

- D. Assignments by the Superintendent to a position shall not be made in a capricious manner. Involuntary transfers/reassignments by the Superintendent shall be made only after a conference between the teacher, the principal and the Superintendent concerning the reasons for the transfer. Such involuntary transfers/reassignments by the Superintendent shall not be made in an arbitrary and capricious manner.
- E. Summer Posting - During the summer months, information concerning vacancies shall be posted in the District's electronic folder and sent to the Association President(s).
- F. Prior to July 1 of each year, the Superintendent or his/her designee shall give each teacher his/her tentative teaching assignment for the succeeding school year, if such tentative assignment is substantially different from his/her previous teaching assignment.
- G. A vacancy shall exist when a bargaining unit member dies, resigns, retires, is non-renewed or terminated, is reassigned, is transferred, is promoted, or when a new position is created, or when the disability leave of an employee extends beyond one (1) year of its initiation. Only vacancies that have been determined to be filled shall be posted.
- H. Any members of the bargaining unit who submits their unconditional resignation on or before February 28 for a resignation effective after the end of that school year, but before the start of the next school year shall receive a three hundred dollar (\$300) lump sum payment to be paid within thirty (30) days after the Board has voted to accept the resignation.

## **ARTICLE 7**

### **STAFF REDUCTION**

When, by reason of decreased enrollment of pupils, finances, return to duty of regular employees after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, the Board determines that it is necessary to reduce the number of employees, it may, pursuant to Section 3319.17, Revised Code, make a reasonable reduction. In making such reduction, the Board will suspend teachers' contracts in accordance with the recommendations of the Superintendent, who shall within each teaching field affected, give preference to teachers on continuing contract and then to teachers who have higher evaluation ratings and then greater seniority (if the ratings are comparable). For the purpose of this section, a teacher's seniority is computed to the total number of years served in the district. For the purpose of this section,

comparable evaluations shall be defined as "like" ratings (accomplished with accomplished, skilled with skilled, developing with developing and ineffective with ineffective). For the duration of this agreement, the district shall use only the teacher performance rating portion of the teacher evaluation when making employment decisions such as reduction in force.

Employees whose continuing contracts are suspended will have the right of restoration to continuing service status in order of seniority of service in the district if and when teaching positions become vacant or are created to which any of such employees are or become certified or licensed.

Employees whose limited contracts are suspended will have the right of restoration to limited service status in the order of seniority of service in the district if and when teaching positions become vacant or are created to which any of such employees are or become certified or licensed.

The names of teachers whose contracts are suspended or non-renewed in a reduction of force 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:

- A. No new teacher will be employed by the Board while there are teachers on the recall list who are certified/licensed for the vacancy.
- B. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed, provided they have either (1) taught in that area of certification/licensure for at least 120 days during the three years preceding the reduction, or (2) taken an academic refresher course in the area of certification/licensure during the period s/he was on the recall list.
- C. If a vacancy occurs, the Board will send an announcement by certified U.S. mail to the first known address of all teachers on the recall list who are properly certified or licensed according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address and certification/license status. All teachers are required to respond in writing to the district office within ten (10) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
- D. 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 s/he enjoyed at the time of layoff.
- E. A staff reduction policy agreed to herein does not supersede the Board's right and responsibility to non-renew or terminate an employee in accordance to Section 3319.11 and 3319.16 of the Ohio Revised Code. Furthermore, when the Board has decided that a staff reduction is necessary but a specific teacher has demonstrated

teaching deficiencies which warrant a non-renewal or termination, the staff reduction procedure of the Agreement shall not apply.

- F. If a full-time teaching position is reduced to part-time, it will be reinstated to full-time if additional classes are added to which the teacher is certified/licensed to teach.

## **ARTICLE 8**

### **TEACHER EVALUATION**

The Mississinawa Valley Classroom Teachers Association (MVCTA) and the Mississinawa Valley Board of Education agree to implement the Ohio Teacher Evaluation System (OTES) requirements. All timelines, evaluations and forms will meet the OTES requirements.

The association and the board agree to establish standing joint evaluation committee for the purpose of establishing and reviewing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district.

Evaluation procedures shall be administered according to the following procedure specified in the Ohio Revised Code 3319.11, 3319.111 and 3319.112.

- A. The Building Administrator shall notify teachers who are to be evaluated during the current school year no later than October 15. The Building Administrator shall hold a meeting of those to be evaluated for the purpose of reviewing the evaluation form and the evaluation procedures. Interim evaluations may be conducted throughout the school year even if a teacher has not been scheduled to be evaluated.
- B. Evaluations conducted under this Article shall be for the major purpose of assisting the teacher toward improved instruction.
- C. When a Building Administrator deems that a teacher's performance is unsatisfactory and warrants action, the Administrator shall notify such teacher of his intent in writing. Such notification shall set forth the specific area(s) of alleged unsatisfactory performance. Following such notification, the administrator and teacher shall meet to discuss remedial procedures.
- D. Observations of the work performance of a teacher shall be conducted openly.
- E. Within ten (10) work days or a mutually agreed upon date beyond this limit, a teacher shall be given a copy of the written evaluation or report on an observation.
- F. No evaluation or report on an observation will be placed in the teacher's file or otherwise be acted upon without a prior conference with the teacher.

- G. All evaluations or reports on an observation must be dated and signed by the teacher. Such signature shall not necessarily indicate agreement with the evaluation or report.
- H. Teachers shall be permitted to affix comments to any evaluation or report on an observation prior to placement of the evaluation in the teacher's file. The evaluation instrument used by the Administration shall be jointly developed by the Association and the Board. The evaluation instrument shall be subject to review at the written request of either party. Any proposed changes in the evaluation instrument shall be submitted to the Association and to the Board for consideration and potential ratification prior to implementation.
- I. Time Tables - The time tables set forth below shall apply to the procedure to be followed on normally scheduled evaluations. Non-scheduled or interim evaluations may occur at any time during the school year.

- |    |   |  |
|----|---|--|
| 1. | Notify Teachers to be evaluated   | Before October 15  |
| 2. | Evaluation Conference   | Before November 15   |
| 3. | Goal Setting  | Before November 15 but<br>after the Evaluation Conference  |
| 4. | Evaluation  |  |
|    | #1  | First Observation before November 15, but after Goal Setting;  |
|    | #2  | Second Observation completed by April 30;  |
|    | #3  | Observation for teachers who request an additional<br>observation or for any teacher up for contract renewal in the<br>last year of a limited contract and whom the board is<br>considering non-renewal of their teaching contract completed<br>by April 30. |
| 5. | Post Conference with teacher within ten (10) working days or any other<br>mutually agreed upon date.              |  |
| 6. | Regularly Scheduled Evaluation completed by May 1 and written summative<br>evaluation given to teacher by May 10. |  |

K. Schedule of Visitations

Teachers are evaluated on at least two formal observations and periodic classroom walkthroughs each school year. A formal observation shall last a minimum of thirty (30) minutes. 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.

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.

A post-observation conference shall be held no later than ten (10) days after the observation. There shall be at least two (2) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment and shall be at least five (5) consecutive minutes but not more than twenty (20) consecutive minutes. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough. A final debriefing and completed form must be shared with the employee within three (3) days after the walkthrough.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation once every three years so long as the teacher's student academic growth measure, for the most recent year data is available, is average or higher as determined by the Ohio Department of Education, provided, however, that a teacher who is on a limited one-year contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and shall receive at least three (3) formal observations.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Skilled" on the teacher's most recent evaluation once every two years so long as the teacher's student academic growth measure, for the most recent year data is available, is average or higher as determined by the Ohio Department of Education, provided, however, that a teacher who is on a limited one-year contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and shall receive at least three (3) formal observations.

In any year that a teacher is not evaluated in accordance with the process set forth in this agreement, an individual qualified to evaluate a teacher pursuant to applicable law shall conduct one (1) observation of the teacher. A conference shall be required.

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the Evaluation Matrix in Appendix F.

- L. Alleged violations of the procedural aspects of this Article shall be subject to the Grievance Procedure contained in this Agreement.

M. Due Process

A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Any violation of either procedural or substantive due process shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Beginning with the 2015-2016 school year, the Board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

1. The teacher was on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board.
2. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first (1st) day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

**Safe Harbor:** The Safe Harbor provisions contained in HB 487 provides an opportunity for school districts and unions to enter a MOU to not include student growth calculated from state tests when making decisions regarding dismissal, retention, tenure, or compensation. The ratings can still be used to trigger professional development and improvement plan requirements.

Additionally, Safe Harbor specifically applies to the Value-Added data attained from the Ohio's new assessments administered during the 2014-2015 school year. All other student growth measures (e.g., approved vendor assessments, local measures) would not be subject to the Safe Harbor Provision. The Safe Harbor provision applies to the 2014-2015 Value-Added testing data.

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

N. Professional Growth Plans and Professional Improvement Plans

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

1. 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 Board for that purpose, utilizing the components set forth in the Teacher Evaluation Form.
2. 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.
3. 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 the Teacher Evaluation Form.

A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth and shall include

- a. Specific performance expectations, resources and assistance to be provided
- b. Timelines for its completion
- c. Monetary, time, material, and human resources.

O. Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board will support the professional development of teachers covered by this policy. The plan will be reviewed annually.

P. Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two (2) of the three (3) most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education. No teacher shall be responsible for the cost of taking an examination set forth above.

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.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy. However, no decision to non-renew or terminate a teacher's contract may be made solely on the basis of the results of a content knowledge test unless the teacher has failed the same requirement examination for at least three consecutive administrations of that examination.

## **ARTICLE 9**

### ***SAVINGS CLAUSE***

- A. This Agreement is subject to all existing and applicable State or Federal laws and Board policies, provided that should any change be made in any State or Federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect.
- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The remainder of the Agreement shall remain in full force and effect and the parties shall meet within ten (10) days or such other mutually agreeable time to bargain the affected portion of the contract.

## **ARTICLE 10**

### ***NO STRIKE/LOCKOUT***

- A. It is agreed that during the term of this Agreement there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work in violation of this Article.

## ARTICLE 11

### **SALARY AND CO-CURRICULAR SCHEDULES**

- A. Base Salary Schedule - Base salary schedules for employees covered hereunder shall be set forth in an Addendum attached hereto and made a part hereof.
- B. Salary placement for all teachers shall be in accordance with their education, teaching experience and military service. When initially placing teachers, the Board shall recognize up to ten (10) years of public school teaching experience and up to five (5) years of military experience. This provision is effective with the ratification of this Contract, and shall be of no effect for anyone previously or currently employed.
- C. Co-Curricular salary schedules for employees covered hereunder shall be as set forth in an Addendum attached hereto and made a part thereof.

Athletic Co-Curricular salary payments will be paid in the following manner:

FALL:	½ paid September 20 ½ paid upon completion of season
WINTER:	½ paid December 20 ½ paid upon completion of season
SPRING:	½ paid April 20 ½ paid upon completion of season

## ARTICLE 12

### **PERSONAL LEAVE**

- A. Subject to the conditions set forth herein, all full-time employees covered hereunder shall be eligible to receive up to three (3) non-cumulative days of personal leave each school year without loss of salary. Said days may be taken on consecutive days.
- B. **NO CHARGE AGAINST ACCRUED SICK LEAVE**  
  
The personal leave days granted under the provisions above shall be in addition to an earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may have accrued.
- C. Any unused personal leave day shall not be carried as an accumulation beyond the school year in which it was earned.
- D. Part-time service employees shall be granted one and one-half (1-1/2) days of personal leave which may be taken on the half-day basis.

**E. USE OF PERSONAL LEAVE**

Such personal leave must be taken in one-half or whole day increments. The three (3) allowable days are non-restricted.

**F. APPLICATION FOR PERSONAL LEAVE**

Except in a case of an emergency which prevents the employee from securing advance approval, or in the case of severe snow storms or other weather related calamity delaying arrival, employees desiring to take personal leave must submit a request for such leave via AESOP at least three (3) work days in advance of the day desired of, to the applicable principal. The principal shall indicate on the application form his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half or one day segments.

**G. RESTRICTIONS ON THE USE OF PERSONAL LEAVE**

Personal leave may not be taken, except in an emergency as determined by the Superintendent or his designee:

1. During the ten (10) school days immediately prior and the ten (10) school days after the opening or closing days of any school year, except in an emergency.
2. When ten percent (10%) of the total staff on any given date is absent unless extenuating circumstances (to include the availability of substitute teachers) merit approval by the Superintendent. Leave request hereunder shall not be unreasonably denied.

**H. ONCE IN A LIFETIME EXTENDED LEAVE**

Certified/licensed staff having twenty (20) years of service at Mississinawa Valley Local Schools are eligible to take a once in a lifetime five (5) day extended leave with pay. Stipulations for this leave are:

1. Only two (2) persons per year are eligible.
2. Extended leave requests for the current year must be turned in to the Superintendent prior to October 1.
3. If more than two requests are submitted prior to the deadline, persons with the most Mississinawa Valley seniority will take precedence.
4. If less than two requests are submitted prior to the deadline, requests will be granted on a first come, first served basis.

5. Extended leaves will not be granted during the first ten (10) days and last ten (10) days of the school year except with board approval for extenuating circumstances.

I. PERSONAL LEAVE POOL

1. The purpose of this pool shall be to provide a staff member paid leave for catastrophic illness or injury to themselves, their spouse, or dependents when their sick leave and other paid leaves have been exhausted.
2. A staff member requesting donation for themselves or another staff member shall make application in writing to the Superintendent who will distribute a request form to all certified staff members.
3. All staff members have the option of donating all or a portion of their unused personal leave in full day increments to the staff member needing it. Days will be used with those donating one (1) day first, prior to using leave of those who donated the second day which will be used prior to those donating the third day. Unused days will be returned to the staff members donating.
4. Donated and used personal leave days will not be repaid by the staff member using it.
5. Donated personal leave days will be considered used personal leave and count as such for the purpose of the attendance incentives provided at year end.
6. In the event of more than one catastrophic illness in a given year, employees may donate one sick day per year providing all personal leave has been either used or donated.
7. Leave will only be accepted from the bargaining unit of the person requesting leave. Certified personal leave will only be accepted for certified employees.

**ARTICLE 13**

***SICK LEAVE***

A. Accumulation

A full-time employee shall be entitled to one and one-fourth (1&1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred twenty-four (224) work days. Part-time employees shall have a pro-rated portion of the above benefits.

B. Uses of Sick Leave

1. For absences due to personal illness, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury or death in the employee's immediate family.

Employees may use accumulated sick leave immediately following the birth or adoption of a child of up to six weeks. Extended sick leave for reasons of any disabling condition of pregnancy or childbirth shall be granted upon written certification of necessity by the physician.

The immediate family shall be defined as the teacher's mother, father, in-laws, husband, wife, domestic partner, child (including step or foster parent or child), grandchild, sibling, or other significant person approved by the building principal. For the purpose of sick, personal and military leave only, a domestic partner shall be defined as one who "resides together in the same household with the employee and intends to do so permanently in a relationship with an exclusive mutual commitment similar to that of marriage", and is listed on the Emergency Medical Form signed at the start of each school year.

2. To attend the funeral of a near relative. A near relative shall be defined as the grandparents, aunt, uncle, niece, nephew or first cousin. This leave shall be limited to up to five (5) consecutive days per occurrence.

C. Responsibility

All employees shall be responsible for notifying their building principal via AESOP when sick leave is to be used. Failure to notify the appropriate person is grounds for denial of benefits. Medical evidence may be required in accordance with the provisions of Section 3319.141, ORC.

D. False Claim

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for disciplinary action.

E. Advancement

In the event a teacher has not accumulated sick leave credits, advancements not to exceed five (5) sick leave days shall be provided in accordance with the provisions of Section 3319.141, ORC. Said advance shall be charged against the sick leave s/he subsequently accumulates. No benefit shall be paid hereunder unless the employee is physically able to earn subsequent sick leave credits.

F. Emergency Closings

Should the school be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged with a sick leave day.

G. Compensation for Attendance Incentive

Attendance Incentive to be paid at the end of the school year.

- \$150 = 0 absences except for professional days
- \$100 = 1 or less day's absence except for professional days
- \$ 50 = 2 or less day's absence except for professional days

In addition to the perfect attendance incentive, any teacher will be paid for unused personal leave at the following rates at the end of the school year.

- \$225 = 0 Personal days taken
- \$150 = 1 Or less personal days taken ( $0 < \# \text{ of personal days} \leq 1$ )
- \$75 = 2 Or less personal days taken ( $1 > \# \text{ of personal days} \leq 2$ )

H. Extended Sick Leave for Catastrophic Illness

In the event of a catastrophic (life-threatening) illness or injury, any bargaining unit member may request and the Superintendent may grant up to fifteen (15) additional sick leave days per person per year, provided the following criteria are met:

1. All accumulated sick leave has been exhausted
2. appropriate documentation of the catastrophic illness shall be submitted to the Superintendent along with the request for the additional day(s); and
3. the additional sick leave days shall be used in accordance with the "immediate family" as defined in Section B1 of this Article.

Denial of a request for additional sick leave day(s) for catastrophic illness or injury shall be neither arbitrary nor capricious in its application.

## **ARTICLE 14**

### ***MILITARY LEAVE***

Military leave of up to three (3) paid days yearly beyond the yearly personal leave may be granted to families of active military personnel to attend military ceremonies or visit immediately prior to or following deployment outside the country. Family is defined as the teacher's mother, father, in-laws, husband, wife, domestic partner as defined in Article 13, child (including step or foster parent or child), grandchild, sibling, or other significant person approved by the building principal.

## **ARTICLE 15**

### ***ASSAULT LEAVE***

In accordance with Section 3319.143 of the Ohio Revised Code, any service connected case of physical assault on a member of the Certified/Licensed Staff occurring on the school premises or during a school-sponsored function shall be reported immediately to the Principal or other administrator in charge. The employee shall notify the law enforcement agency of the incident not later than twenty-four (24) hours after the assault in order to qualify for assault leave. When such an assault results in absence from duty for physical disability, such absence shall be at no loss in pay and shall not be chargeable to sick leave.

Medical verification shall be furnished to the Superintendent upon request for all such absences before assault leave can be approved for payment. The Board of Education shall have the right to require a medical examination by a physician of its choice after the member has been absent for assault leave. The Board shall reimburse the employee for all expenses related to such required medical exams upon submission of receipts to the District's Treasurer.

Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

The maximum number of Board paid days granted to an employee who qualifies for assault leave shall be limited to no more than twenty (20) days per occurrence.

## **ARTICLE 16**

### ***LEAVES OF ABSENCE WITHOUT PAY***

A teacher shall be granted a leave of absence without pay for a period not to exceed two (2) years if the reason for such request is because of a mental or physical disability. Other leaves of absence without pay for a period of up to two (2) years may be granted at the discretion of the Board, except that such leaves for periods of five (5) days

or less may be granted at the discretion of the Superintendent. The approval or disapproval of the Superintendent shall be final and his/her decision shall not be subject to the Grievance Procedure. This discretion shall not be exercised in an arbitrary or capricious manner nor shall it be abused.

- A. Teachers on leaves of absence shall be granted access to health insurance benefits at their own expense and shall receive information from the Treasurer regarding the time and amount of each monthly premium.
- B. Application for such leave shall be made in writing to the Superintendent at least thirty (30) calendar days prior to the first day of the leave except in case of illness.
- C. Teachers on leaves of absence who do not intend to return the following year shall submit their intent in writing to the Superintendent prior to February 1.
- D. A teacher returning from leave shall be placed in the same or similar position(s) or a position for which s/he is properly certified/licensed, from which the leave was granted.
- E. Teachers returning from a leave of absence can only return from such leave at the beginning of a school semester.
- F. A leave of absence shall be granted for maternity leave where the teacher has no accumulated sick leave to cover her period of disability. A leave of absence without pay may be granted for adoption of a child or for child care.

## **ARTICLE 17**

### ***PROFESSIONAL MEETING ATTENDANCE***

- A. At the discretion of the superintendent and approval of the Board, Professional Leave may be granted for the purpose of attending clinics in connection with coaching extra-curricular duties or regular instructional duties.
- B. When granted, the Board will reimburse employees for actual expenses incurred subject to the maximums set forth below. No reimbursement shall be made for any sales taxes incurred by the employee.
  - 1. Through the term of this agreement business mileage shall be reimbursed @ the prevailing IRS rate and then will be adjusted yearly in accordance with the IRS guidelines.
  - 2. Housing-rates at designated conference sites will be reimbursed at conference housing rates. All other housing will be reimbursed at a rate not to exceed \$50.00 per night. Employees are encouraged to share accommodations whenever possible.

3. Meals - Not to exceed \$25.00 per day.
  4. Registration fees as required.
- C. Application must be made on the approved form and signed by the principal or supervisor and Superintendent at least three (3) weeks in advance of the planned professional leave, unless otherwise waived by the Superintendent.

All mileage and professional expenses shall be filed with the Superintendent no later than the 15<sup>th</sup> day of the month following the month in which the expenses were incurred. The employee shall include receipts or bills for those expenditures for which s/he expects reimbursement. Prior to any reimbursement for Professional Leave, the request would first need the Board, or its designee, to properly approve each request.

## **ARTICLE 18**

### ***JURY/WITNESS LEAVE***

- A. A teacher shall be released from his/her duties when such teacher serves as a juror. The teacher shall continue to receive his/her regular pay during such absence but upon return from jury duty, the teacher shall return the jury duty fee received from the Court to the Board Treasurer.
- B. In the event a teacher appears as a witness on behalf of the Board or in a school related matter where the teacher is subpoenaed and the Board is not a party to the action, the teacher shall not lose pay for the appearance time.

## **ARTICLE 19**

### ***WORKING CONDITIONS***

A. Student Discipline

Employees who follow the policies of the Board and/or Administration regarding the discipline of students shall receive the appropriate support in their actions. In cases of an assault upon an employee covered hereunder, such assault will be reported promptly to the appropriate Principal with the understanding that the Administration will cooperate with the law enforcement authorities in the handling of such matters. This provision does not seek to limit the employees' rights to file a report with the appropriate law enforcement agency and/or to take the necessary steps to recover any financial loss caused by the assault.

B. Hours of Work

Full-time employees covered hereunder shall be required to be at their assigned building for 7.25 hours, inclusive of a thirty (30) minute duty free lunch period, during normal working school days. Teacher work-day is from 7:45 a.m. to 3:00 p.m. While scheduling shall be done by the appropriate Principal, it is understood that employees covered hereunder shall be responsible for their usual and customary responsibilities of co-curricular assignments, meetings, outside events, etc., beyond normal teaching hours.

Part-time hours of work will be equivalent to:

High School/Junior High	four (4) consecutive periods including one (1) prep period
Elementary	half of a full-time teacher work day (these hours will be consecutive) including a prep of 40 minutes.

The school will operate on a two-hour early dismissal on the last student day immediately preceding (weekends excluded) Thanksgiving, Christmas Break and Good Friday. Additional early dismissals are at the discretion of the Superintendent.

Hours of work can be reopened on a yearly basis.

Waiver Days/Work Days/Professional Development Days for part-time employees shall be half of the time of a full-time teacher or compensation for a full day.

The contractual work year for teachers shall be one hundred eighty-four (184) days.

Any day school is closed by the administration due to snow, or other inclement weather, calamity, or energy reasons, teachers shall not be required to report to their buildings. Teachers shall be paid for all days schools are closed for weather, calamity or energy reasons and shall be required to make up calamity days that are in excess of five (5) days after three (3) e-days have been used.

Teachers are not required to be at their assigned buildings on eDays. They will be paid their normal rate for eDays to compensate for work put into planning and assessing eDay lessons and for student contact that may occur on that day. Teachers are required to provide a point of contact for the purpose of answering student questions on eDays.

Teachers who are sent by the District to attend training or Professional Development outside of the regular contracted day/year shall be compensated at a

rate of \$17.00 per hour for the time actually spent in the training not to exceed 7.25 hours per day.

C. Labor/Management Committee

In the interest of sound contract administration and bilateral communication, a joint committee composed of five (5) Association appointed representatives and five (5) Board appointed representatives, one from each party who may rotate on an as needed basis, will convene as needed to discuss subjects of concern to either party. It shall be the expressed purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Said meetings shall be scheduled at a time mutually agreed upon and minutes shall be kept and distributed thereafter to all meeting participants. The Labor/Management Committee does not have the power to change the contract but to make recommendations for change to the MVCTA and the Mississinawa Valley Board of Education.

D. Substitutes

Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. A teacher shall not be required to cover an additional class unless the Superintendent and/or Principal deem it necessary after making a reasonable effort to acquire adequate substitutes.

E. Extra-Curricular Attendance Requirement

Employees covered hereunder are required to attend four (4) school events outside the school day throughout the year in a visible display of support to the school's special activities.

## ARTICLE 20

### CONTRACTS

A. Regular Contracts

All teachers employed by the Board shall be issued written contracts in accordance with Section 3319.08, Ohio Revised Code. Such contracts shall include the following information:

1. Name of teacher.
2. Name of the school district and board of education employing said teacher.

3. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
4. Basis of determining compensation (i.e., classroom teacher, B.A. degree, 5 years' experience).
5. Provision for signature and date of signature of the teacher being contracted.

B. Continuing Contract Eligibility

Teachers shall be eligible for a continuing contract status who have completed a five year contract in the Mississinawa Valley Local School District, unless they have taught in another school district under a continuing contract. If the teacher previously held a continuing contract, the Board may grant a continuing contract after two years of employment with the Mississinawa Valley Board of Education.

A teacher will be considered for a continuing contract at the end of the contract year in which he/she becomes eligible upon written request by the employee. Written requests must be given to the Superintendent or his/her designee by September 15 for the current school year. Teacher must meet the following:

Any teacher holding a professional educator license who has completed one of the following:

1. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
2. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

C. Supplemental Contracts

Teachers who are employed and are to be compensated by the board for approved supplemental (or extended-time) duties in addition to regular teaching duties, shall be employed on "supplemental contracts". A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board. Compensation for supplemental contracts shall be in accordance with the rates negotiated on the supplemental salary schedule included as an ADDENDUM to this agreement.

D. Termination and Non-Renewal

The termination and/or non-renewal of teaching contract shall be in accordance with the provisions of the Ohio Revised Code. A teacher employed under a limited contract will, upon request, be provided an opportunity to appear before the Board with a representative regarding the non-renewal of his/her contract.

E. Retire/Rehire

In the event the Board hires or rehires a staff member who has retired and is receiving benefits from a public retirement system (STRS, SERS, PERS), whether retired from within or outside the District, the following provision will apply:

1. Re-Employment. The parties are committed to recruiting and hiring the best qualified applicant to fill vacancies. Rehire of retired staff members is not automatic. Retired staff members must apply for each vacancy for which they wish to be considered.
2. Break in Service and Seniority. Retirement of a staff member from the District will be considered a break in service, and a staff member who is later rehired will be considered a newly hired staff member. Such a staff member will not acquire seniority, and will not have recall rights in the event the staff member is subject to a reduction in force.
3. Placement on Salary Schedule. A retired employee who is hired or rehired will be paid at a rate of no higher than step nine (9) years of experience. This provision expressly supersedes Ohio Rev. Code 3317.13 and other applicable laws.
4. Sick Leave. A staff member who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions in the negotiated agreements. The Board may advance a re-employed staff member up to five (5) days of sick leave. Such a staff member is not eligible to convert sick leave to severance pay upon subsequent retirement. In addition, such a staff member is not eligible for the retirement incentive pursuant to negotiated agreement. This provision expressly supersedes Ohio Rev. Code 124.93 and all other applicable laws.
5. Insurance Benefits. A staff member who retires and is subsequently reemployed by the Board will be eligible for any of the insurance plans offered by the Board.

6. Following the STRS/SERS Statutes (R.C. 3307.353 and 3309.345) require the Mississinawa Valley Local Board of Education seeking to hire a retiree to the same position to notify the public sixty (60) days prior to the re-employment and follow the statute rules and regulations.
7. Contract.
  - a. A retired staff member who is hired or rehired will be employed on a limited contract for a term not to exceed one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the staff member, or without the necessity of Board action. Such staff member shall not be deemed reemployed when notice of non-renewal is not given. Any further employment of the staff member will be pursuant to the negotiated agreements. This provision expressly supersedes Ohio Rev. Code 3319.11 and all other applicable laws.
  - b. A retiree will not be eligible for a continuing contract. This provision expressly supersedes Ohio Rev. Code 3319.08 and all other applicable laws.

## **ARTICLE 21**

### ***SICK LEAVE CONVERSION***

#### **A. General**

Pursuant to Section 124.391, Revised Code of Ohio, the following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of an employee covered hereunder.

#### **B. Employee Eligible for Conversion**

"Employee" as used in this Article is defined as any employee who:

1. Has been employed by the Board continuously for a period of at least two (2) years prior to the date of retirement;
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio;
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised

Code of Ohio and has had an application approved by the applicable Retirement System;

4. Retires from the employ of the Board after the effective date of this Agreement.

C. Conversion Factor

All sick leave accumulated by the employee up to a maximum of two hundred twenty-four (224) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

The maximum number of days paid, as conversion pay under this Article shall be fifty-six (56) days.

D. Deceased Employee

If an employee eligible for severance pay dies, severance pay will be made to the employee's estate as though the employee had left employment, in accordance with the above formula.

E. Miscellaneous

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.

## ARTICLE 22

### **COMMUNITY/PARENT COMPLAINTS**

Complaints against teachers originating outside of the public school system shall be handled as follows:

- A. A complaint against a member of the teaching staff, received by a member of the school board, shall be referred to the principal.
- B. The building Principal will inform the teacher of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint.
- C. If the Superintendent informs the building Principal rather than the teacher, the building Principal will inform the teacher of the complaint directed toward him and offer him an opportunity to settle the complaint.

### Formal Procedure

If the complaint cannot be settled informally, the following procedures shall be followed:

- A. At the request of the complainant or teacher, a meeting of the teacher, Principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.
- B. If the complainant is not satisfied with the results of the meeting, the complainant shall be directed to the Superintendent of Schools or his/her designee.

## **ARTICLE 23**

### ***PLANNING AND CONFERENCE TIME***

- A. Each full-time elementary teacher shall have a daily preparation/conference time consisting of a minimum of forty (40) minutes for each day of work.
- B. Each full-time secondary teacher shall have a daily minimum preparation/conference time of one (1) period for each day of work.
- C. Part-time teachers shall have a daily preparation/conference time pro-rated according to their contract day.
- D. No planned in-services or meetings will be scheduled during these times:
  - 1. Two (2) hours during fall conferences. No conferences will be scheduled during this time.
  - 2. Two (2) hours during spring conferences. No conferences will be scheduled during this time.
  - 3. Two (2) hours on the last student day of school.

## **ARTICLE 24**

### ***ASSOCIATION BUSINESS***

#### A. Association Activity

The Association may schedule the use of school buildings for professional meetings subject to the same rules and regulations governing the use of the buildings by other organizations, except that the usual rental fee will be waived. The use of a building for profit by the Association will cause the rental fee to be invoked.

The Association may use mail boxes and designated bulletin boards. Courier service may be used by the Association as long as school business has priority. Duplicating equipment may be used by the Association with the approval of the building Principal. However, the Association must purchase its own materials. The Association shall be granted the right to use the phone system, FAX machine, computers, and related devices and electronic mail and other technologies as they are introduced. Such use shall not interfere with the business of the schools.

**B. Continuing Membership**

Teachers may at any time sign and deliver to the Board an authorization for requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deductions shall be made in equal amounts, beginning the month after the authorization is submitted to the Treasurer of the Board through June. All money so deducted shall be remitted to the Treasurer of the Association monthly.

A representative of the Mississinawa Valley Classroom Teachers' Association shall have access at reasonable times to the record of authorizations and cancellations kept by the Treasurer.

**C. Co-Presidents**

The Association Co-Presidents shall each receive a copy of the Board agenda and agenda addendum if available, twenty-four (24) hours prior to the Board meeting. The Association shall also receive a copy of the minutes of the Board meeting.

**D. Association**

The Association shall be granted four (4) days of Association leave each school year. Two (2) additional days shall be granted if the MVCTA reimburses the Board for the cost of substitutes. If substitutes are unavailable, members of the bargaining unit will cover the class of the absent employee at no additional cost to the Board. The Association President shall notify the Superintendent or designee as far in advance as possible of the purposes, dates, and person(s) who will be using the leave.

## **ARTICLE 25**

### ***INSURANCE***

- A.** The insurance benefits for employees covered hereunder shall be as set forth in Addendum "D" attached hereto and made a part hereof.

## **ARTICLE 26**

### ***STRS PICK-UP***

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

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- B. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to the reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- D. Such salary reduction shall be considered when combined with actual salary to not result in a salary, which is less than the salary available under the State minimum salary schedule.
- E. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities s/he has in order to be in compliance with IRS laws and regulations.
- F. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the board in compliance with provisions of the Article.

## ARTICLE 27

### MISCELLANEOUS

A. Printing of Contract

The Board shall provide a copy of this Agreement to each teacher covered hereunder and the Association with five (5) copies of this Collective Bargaining Agreement.

B. Complete Understanding

The parties to this Agreement agree that there has been a full and complete discussion of all proposals and that there are no other understandings than those contained herein.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the terms of said Agreement. In addition, neither the Board nor the Association shall be obligated to negotiate on any item for the life of this Agreement, except as may be provided in this Agreement.

C. Calendar Committee

There will be an MVCTA designee from the committee comprised of three (3) MVCTA members appointed by the Association Co-Presidents. One will be the representative on the Darke County Calendar Committee for Mississinawa Valley. The Superintendent will work with the MVCTA committee on an agreement of the yearly calendar submitted to the Board for approval.

D. Worker's Compensation

The Board recognizes that employees may need to work outside their normal work hours or work days to effectively perform their duties. The Board will adhere to the definition of an allowable injury included in ORC 4123.01 on worker compensation which states in part that "'injury' includes any injury, whether caused by external accidental means or accidental in character and result, received in the course of, and arising out of, the injured employee's employment." The Board reserves the right to dispute any suspected abuse involving a worker's compensation claim.

E. Instructional Materials

Each full-time certified/licensed employee will receive a room budget in the amount of \$200 yearly to be spent on "instructional materials" as defined in the specifications outlined in House Bill 412. Part-time certified/licensed employees will received a pro-rated yearly amount based on the number of hours worked per day as compared to full-time employees. This yearly amount must be spent between the dates of July 1 prior to and May 15 at the end of the school year in which the money is budgeted.

F. Tuition Reimbursement

The Board will appropriate for tuition reimbursement purposes a maximum of \$10,000. If the amount of valid tuition reimbursement requests exceeds this amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours District wide for which reimbursement is requested.

Procedure:

1. Applications must be pre-approved by the Superintendent or designee before the first class session is held.
2. Transcripts must be submitted indicating successful completion with a minimum grade of "B" for each class.
3. The teacher must be employed by Mississinawa Valley Local School District at the time of reimbursement.
4. The amount in the tuition reimbursement program will be divided equally by the total approved semester hours of all bargaining unit members.

Example: Ten (10) members submit a total of fifty (50) approved semester hours. Each member will be reimbursed \$150 per semester hour ( $\$7500/50 = \$150$ ).

5. Reimbursement will be approved for classes related to employee's current teaching assignment, current area(s) of teaching certification/licensure, approved LPDC, or for obtaining additional educationally related coursework.
6. Reimbursement will not exceed employee cost of tuition. Reimbursement checks will be issued upon receipt of paid tuition statement(s) and transcript(s) as per time line.
7. Part-time bargaining unit members will be reimbursed at a rate of 50% of the full-time employee rate.
8. Any unused money from the Tuition Reimbursement will be carried over to the following year's pool with a \$15,000 cap.
9. Employees who begin employment at Mississinawa Valley without the proper certification/licensure for their position are not eligible to receive tuition reimbursement while working on said certificate/license. This clause becomes effective with any new employee hired after July 1, 2006.

Time Lines:

1. Reimbursement year is from September 1 through August 31.
2. An official transcript is due by October 15 following the reimbursement year.
3. Reimbursement will be paid by the first day in December.
4. Reimbursement will be paid on the number of semester hours successfully completed.

G. Payroll

All employees shall be on a direct deposit with e-mail notification. Employees will be paid in 24 equal pays during the year on like days of the month. (e.g., the 5<sup>th</sup> and the 20<sup>th</sup>). Pay dates will be published at the onset of each school year.)

Employees will be reimbursed for charges of not more than \$70.00 incurred for state mandated background checks providing the employee fills out a purchase order to him/herself and submits this completed form to the building principal prior to being fingerprinted. Payment is contingent on the status of the background check being such that the employee maintains employment with the district following receipt of the results.

H. Background Checks

Employees will be reimbursed for charges of not more than \$70.00 incurred for state mandated background checks providing the employee fills out a purchase order to him/herself and submits this completed form to the building principal prior to being fingerprinted. Payment is contingent on the status of the background check being such that the employee maintains employment with the district following receipt of the results.

I. Teacher Handbook

The negotiating team has agreed to address the staff dress code concerns through an Ad Hoc Committee composed of two administrators and two union designees.

J. Resident Educator Program

If at any time, the County Office is unable to continue to operate the resident educator program, negotiations will be reopened on this issue only, so long as the resident educator program is still a state requirement.

K. College Credit Plus

Any teacher teaching a College Credit Plus class will receive an extra Seven hundred fifty dollars (\$750.00) per semester for each class.

## ARTICLE 28

### ***NEGOTIATIONS PROCEDURE***

#### **A. Statement of Principles**

1. The Board and the MVCTA agree that the purpose of the procedures established in this Agreement is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of the Mississinawa Valley school children by assuring orderly and uninterrupted operation of the public school system. For and in aid of that purpose, the principles stated in succeeding sections of this article shall govern the interpretation and application of the remaining provisions of this Agreement and the procedures set forth therein.
2. Representatives of the Board and the MVCTA shall participate in negotiations freely without fear of penalty, reprisal, or recrimination. No penalty nor threat nor implication thereof shall attach to negotiation participation nor to failure to reach agreement in the course of negotiations, provided, however, this shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

#### **B. Subjects of Negotiation**

Representatives of the Board and the MVCTA will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

#### **C. Requests for Negotiation**

1. If either party desires to negotiate changes in the Master Agreement, it shall notify the other party in writing during the month of March in any school year in which negotiations are to take place. Notification in writing from the MVCTA shall be served on the Superintendent and from the Board shall be addressed to the president/co-presidents of the MVCTA. Within fifteen (15) work days after receipt of such notice, an initial meeting shall be held. At this meeting, the parties shall submit to each other their proposals for negotiations in such written detail so that the proposals, if agreed to by the other party, would express the whole agreement between the parties with respect thereto. Thereafter, neither party shall submit additional items for negotiations except with the consent of the other party.

D. Negotiation Meetings

At the initial meeting held pursuant to Section 3, the parties shall establish a schedule for the dates, times and places of all subsequent negotiation meetings. Meetings shall be scheduled at reasonable intervals, places and times and to avoid, as nearly as is practicable, conflict and interference with school employment schedules. Negotiation meetings shall be closed to the press and the public.

E. Representation

Representation at all negotiation meetings shall be limited to five (5) representatives of the Board and five (5) representatives of the MVCTA. At the initial negotiation session each party shall designate its five (5) representatives and only those so designated shall participate in the negotiation meetings, unless the parties agree otherwise. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

F. Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

G. Agreement

1. Tentative agreement reached on items shall be reduced to writing and initialed by the designated representatives of each party. Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the MVCTA for approval, and all of the MVCTA's designated representatives shall recommend and urge approval. Upon approval by the bargaining unit represented by the MVCTA, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall be incorporated into the Master Agreement between the Board and the MVCTA and constitutes a revision of Board policy.
2. The revised Master Agreement shall be signed on behalf of the parties, and within sixty (60) days copies of same shall be distributed by the administration to all persons represented by the MVCTA. The copies of the Master Agreement referred to above shall be prepared by the Association (i.e. the Association shall type the document). The Board shall provide a copy of the Agreement to each teacher covered hereunder and the Association the five (5) copies of this Collective Bargaining Agreement.

## H. Impasse Procedure

1. In the event either of the parties declares impasse or in the event agreement is not reached on all items submitted for negotiations, a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.
2. Whenever possible, mediation sessions shall be scheduled at times when school is not in session. Should it become necessary, however, to conduct such meetings during normal school hours, up to four (4) MVCTA bargaining team members (and an OEA representative) who participate in the mediation session(s) shall be permitted to do so without loss of pay.
3. Should the parties be unable to reach agreement as the result of the mediation process as defined in 8 (A) as listed above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided however that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.
4. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

## **ARTICLE 29**

### ***STAFF DEVELOPMENT***

Each teacher will be required to complete staff development during the year. This requirement will be met by staff completing all required courses through Public Works on an annual basis.

## **ARTICLE 30**

### ***FAIR SHARE FEE***

This Fair Share Fee Provision shall take effect when the membership in MVCTA reaches seventy-five percent (75%)

A. **Fair Share Fee** — This Fair Share Provision applies to all bargaining unit members employed by the Board. Fair Share shall be an exclusive right conferred upon the Association as the exclusive bargaining agent. Each bargaining unit employee, upon employment and re-employment, shall annually either:

1. Sign and deliver to the Association an application for Association membership and, unless the annual dues are paid by cash, check or money order, or other approved method, sign and deliver to the Association an authorization to the Board treasurer for payroll deduction of membership dues, fees and assessments. The Board treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments, less the amount of Association annual dues previously paid through payroll deduction.
2. In lieu of becoming a member of the Association, the Treasurer shall check-off from the wages of the Employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Education Profession.

All contracts of employment for positions in the bargaining unit shall contain the following language:

This contract of employment is subject to the Master Contract between the Board of Education and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the term of my employment by the Board.

3. The Co-Presidents of the Association shall by October 15 annually certify to the Treasurer of the Board of Education the amount of the annual representation fee for the ensuing school year.
4. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in Paragraphs 1 and 2 above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association. The Board shall provide

a list of names of members for whom deductions were made, the period covered and the amounts deducted. The deductions shall be in equal payments beginning with the first paycheck after authorization and lasting through the remaining pays for that employment year. The failure or refusal of the Treasurer to deduct the representation fee, due to court order or otherwise, shall not relieve the employee of his/her liability to the Association for the amount of the representation fees and assessments.

5. Upon the effective date of this Provision the Board and Association shall jointly notify in writing each employee in the bargaining unit of this Fair Share Fee Agreement. Such notice shall have attached thereto a copy of the exact language of this Agreement. Any non-member of the Association who elects to continue employment with the Board and after the 30-day period shall be deemed to have consented to receive the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable to the Association for the annual representation fee and uniformly applied assessments which, during the first school year of this agreement only, shall be pro-rated on a monthly basis.

Upon timely demand, non-members may appeal to the Association payment of the fee pursuant to the internal procedure adopted by the Association.

6. The Association agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs amicus curiae in the action;
  - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee Provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Provision herein.

- e. The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

### **ARTICLE 31**

#### ***INCENTIVE PAY***

Full time teachers will be paid \$500 incentive stipend for years the District is rated "A" for an overall composite rating or \$300 for a "B" overall composite rating following the official release of the ratings from the Ohio Department of Education.

### **ARTICLE 32**

#### ***SIGNING BONUS***

All certified staff will receive a \$100.00 signing bonus following ratification of the contract.

### **ARTICLE 33**

#### ***DURATION OF AGREEMENT***

This Agreement shall be effective as of July 1, 2015 through June 30, 2018.

**ADDENDUM A1**  
**MISSISSINAWA VALLEY LOCAL SCHOOLS**  
**SY 2015-2016 CERTIFIED SALARY SCHEDULE - 3% INCREASE**

<b>YEARS EXP.</b>	<b>ND</b>	<b>BA</b>	<b>BA+150</b>	<b>MA</b>	<b>MA+20</b>
<b>0</b>	28,882	33,394	35,064	38,403	40,073
	0.86490	1.00000	1.05000	1.15000	1.20000
<b>1</b>	30,055	36,399	37,902	40,073	41,743
	0.90000	1.09000	1.13500	1.20000	1.25000
<b>2</b>	31,220	37,735	39,405	41,743	43,412
	0.93490	1.13000	1.18000	1.25000	1.30000
<b>3</b>	32,392	39,071	40,908	43,412	45,082
	0.97000	1.17000	1.22500	1.30000	1.35000
<b>4</b>	33,558	40,407	42,410	45,082	46,752
	1.00490	1.21000	1.27000	1.35000	1.40000
<b>5</b>	34,730	41,743	43,913	46,752	48,421
	1.04000	1.25000	1.31500	1.40000	1.45000
<b>6</b>		43,078	45,416	48,421	50,091
		1.29000	1.38000	1.45000	1.50000
<b>7</b>		44,414	46,919	50,091	51,761
		1.33000	1.40500	1.50000	1.55000
<b>8</b>		45,750	48,421	51,761	53,430
		1.37000	1.45000	1.55000	1.60000
<b>9</b>		47,086	49,924	53,430	55,100
		1.41000	1.49500	1.60000	1.65000
<b>10</b>		48,421	51,427	55,100	56,770
		1.45000	1.54000	1.65000	1.70000
<b>11</b>		49,757	52,929	56,770	58,440
		1.49000	1.58500	1.70000	1.75000
<b>12</b>		51,093	54,432	58,440	60,109
		1.53000	1.63000	1.75000	1.80000
<b>13</b>		52,429	55,935	60,109	61,779
		1.57000	1.67500	1.80000	1.85000
<b>14</b>		53,096	56,937	61,111	62,781
		1.59000	1.70500	1.83000	1.88000
<b>15</b>		53,764	57,438	61,779	63,449
		1.61000	1.72000	1.85000	1.90000
<b>17</b>		54,098	57,772	62,280	63,950
		1.62000	1.73000	1.86500	1.91500
<b>20</b>		54,432	58,273	62,781	64,283
		1.63000	1.74500	1.88000	1.92500
<b>25</b>		55,100	58,940	63,449	65,118
		1.65000	1.76500	1.90000	1.95000

**ADDENDUM A2**  
**MISSISSINAWA VALLEY LOCAL SCHOOLS**  
**SY 2016-2017 CERTIFIED SALARY SCHEDULE - 2% INCREASE**

<b>YEARS EXP.</b>	<b>ND</b>	<b>BA</b>	<b>BA+150</b>	<b>MA</b>	<b>MA+20</b>
<b>0</b>	29,460	34,062	35,765	39,171	40,874
	0.86490	1.00000	1.05000	1.15000	1.20000
<b>1</b>	30,656	37,128	38,660	40,874	42,578
	0.90000	1.09000	1.13500	1.20000	1.25000
<b>2</b>	31,845	38,490	40,193	42,578	44,281
	0.93490	1.13000	1.18000	1.25000	1.30000
<b>3</b>	33,040	39,853	41,726	44,281	45,984
	0.97000	1.17000	1.22500	1.30000	1.35000
<b>4</b>	34,229	41,215	43,259	45,984	47,687
	1.00490	1.21000	1.27000	1.35000	1.40000
<b>5</b>	35,424	42,578	44,792	47,687	49,390
	1.04000	1.25000	1.31500	1.40000	1.45000
<b>6</b>		43,940	46,324	49,390	51,093
		1.29000	1.36000	1.45000	1.50000
<b>7</b>		45,302	47,857	51,093	52,796
		1.33000	1.40500	1.50000	1.55000
<b>8</b>		46,665	49,390	52,796	54,499
		1.37000	1.45000	1.55000	1.60000
<b>9</b>		48,027	50,923	54,499	56,202
		1.41000	1.49500	1.60000	1.65000
<b>10</b>		49,390	52,455	56,202	57,905
		1.45000	1.54000	1.65000	1.70000
<b>11</b>		50,752	53,988	57,905	59,609
		1.49000	1.58500	1.70000	1.75000
<b>12</b>		52,115	55,521	59,609	61,312
		1.53000	1.63000	1.75000	1.80000
<b>13</b>		53,477	57,054	61,312	63,015
		1.57000	1.67500	1.80000	1.85000
<b>14</b>		54,159	58,076	62,333	64,037
		1.59000	1.70500	1.83000	1.88000
<b>15</b>		54,840	58,587	63,015	64,718
		1.61000	1.72000	1.85000	1.90000
<b>17</b>		55,180	58,927	63,526	65,229
		1.62000	1.73000	1.86500	1.91500
<b>20</b>		55,521	59,438	64,037	65,569
		1.63000	1.74500	1.88000	1.92500
<b>25</b>		56,202	60,119	64,718	66,421
		1.65000	1.76500	1.90000	1.95000

**ADDENDUM A3**  
**MISSISSINAWA VALLEY LOCAL SCHOOLS**  
**SY 2017-2018 CERTIFIED SALARY SCHEDULE - 2% INCREASE**

<b>YEARS EXP.</b>	<b>ND</b>	<b>BA</b>	<b>BA+150</b>	<b>MA</b>	<b>MA+20</b>
<b>0</b>	30,049	34,743	36,480	39,954	41,692
	0.86490	1.00000	1.05000	1.15000	1.20000
<b>1</b>	31,269	37,870	39,433	41,692	43,429
	0.90000	1.09000	1.13500	1.20000	1.25000
<b>2</b>	32,481	39,260	40,997	43,429	45,166
	0.93490	1.13000	1.18000	1.25000	1.30000
<b>3</b>	33,701	40,649	42,560	45,166	46,903
	0.97000	1.17000	1.22500	1.30000	1.35000
<b>4</b>	34,913	42,039	44,124	46,903	48,640
	1.00490	1.21000	1.27000	1.35000	1.40000
<b>5</b>	36,133	43,429	45,687	48,640	50,377
	1.04000	1.25000	1.31500	1.40000	1.45000
<b>6</b>		44,818	47,250	50,377	52,115
		1.29000	1.36000	1.45000	1.50000
<b>7</b>		46,208	48,814	52,115	53,852
		1.33000	1.40500	1.50000	1.55000
<b>8</b>		47,598	50,377	53,852	55,589
		1.37000	1.45000	1.55000	1.60000
<b>9</b>		48,988	51,941	55,589	57,326
		1.41000	1.49500	1.60000	1.65000
<b>10</b>		50,377	53,504	57,326	59,063
		1.45000	1.54000	1.65000	1.70000
<b>11</b>		51,767	55,068	59,063	60,800
		1.49000	1.58500	1.70000	1.75000
<b>12</b>		53,157	56,631	60,800	62,537
		1.53000	1.63000	1.75000	1.80000
<b>13</b>		54,547	58,195	62,537	64,275
		1.57000	1.67500	1.80000	1.85000
<b>14</b>		55,241	59,237	63,580	65,317
		1.59000	1.70500	1.83000	1.88000
<b>15</b>		55,936	59,758	64,275	66,012
		1.61000	1.72000	1.85000	1.90000
<b>17</b>		56,284	60,105	64,796	66,533
		1.62000	1.73000	1.86500	1.91500
<b>20</b>		56,631	60,627	65,317	66,880
		1.63000	1.74500	1.88000	1.92500
<b>25</b>		57,326	61,321	66,012	67,749
		1.65000	1.76500	1.90000	1.95000

## **ADDENDUM B - CO-CURRICULAR POSITION PLACEMENT**

### **Level 1**

Athletic Director

### **Level II**

Head Varsity Coach	High School Boys' Basketball
Head Varsity Coach	High School Girls' Basketball
Head Varsity Coach	High School Football
Head Varsity Coach	High Schools Girls' Volleyball

### **Level III**

Head Varsity Coach	High School Golf
Head Varsity Coach	High School Baseball
Head Varsity Coach	High School Girls' Softball
Junior Varsity Coach	High School Boys' Basketball
Junior Varsity Coach	High School Girls' Basketball
Asst. Varsity Coach	High School Boys' Football (3)
Junior Varsity Coach	High School Girls' Volleyball

### **Level IV**

High School Football Cheerleader Advisor  
High School Basketball Cheerleader Advisor

### **Level V**

Head Varsity Coach	Bowling
Junior Varsity Coach	High School Golf
Junior Varsity Coach	High School Baseball
9 <sup>th</sup> Grade Boys' Basketball Coach	
9 <sup>th</sup> Grade Girls' Basketball Coach	
High School Yearbook Advisor	
Sophomore Class Advisor	

### **Level VI**

Head Varsity Coach	High School Cross Country
High School Student Council Advisor	
7 <sup>th</sup> Grade Boys' Basketball Coach	
8 <sup>th</sup> Grade Boys' Basketball Coach	
7 <sup>th</sup> Grade Girls' Basketball Coach	
8 <sup>th</sup> Grade Girls' Basketball Coach	
7 <sup>th</sup> Grade Girls' Volleyball Coach	

8<sup>th</sup> Grade Girls' Volleyball Coach  
 Junior High Football Coach (2)  
 Junior High Football Cheerleader Advisor  
 Junior High Basketball Cheerleader Advisor  
 Senior Class Advisor  
 Junior Class Advisor  
 Freshman Class Advisor  
 High School Drama Director  
 Junior High Site Manager  
 Trip Ticket Distributer

**Level VII**

High School Scholastic Bowl Advisor  
 Junior High Class Field Trip Coordinator

**Level VIII**

High School Football Site Manager  
 High School Volleyball Site Manager  
 High School Boys' Basketball Site Manager  
 High School Girls' Basketball Site Manager  
 High School Boys' Basketball Concession Stand Supervisor  
 Junior High Student Council Advisor

**Level IX**

Art Club Advisor  
 Foreign Language Club Advisor  
 Future Teachers of America Advisor  
 National Honor Society Advisor  
 Science Club Advisor  
 SADD Advisor

Saturday School Supervisor	\$14.00 per hour
Administrative Detention Supervisor	\$14.00 per hour
Tutoring (outside school regular school hours)	\$17.00 per hour
Intervention Stipend (outside regular school hours)	\$17.00 per hour
Core IAT Members (outside regular school hours)	\$17.00 per hour
Mentor Teachers	\$150 stipend, paid the first pay in June
Tutoring (outside regular school hours)	\$ TBD by Non-General Fund Grant
Intervention Stipend (outside regular school hours)	\$ TBD by Non-General Fund Grant

Co-Curricular positions held by certified/licensed staff shall be paid in twenty-one (21) pay period with the last pay not to exceed June 30.

Athletic Co-Curricular positions held by certified/licensed staff shall be paid as stated in Article 11.

## ADDENDUM C - SUPPLEMENTAL SALARY SCHEDULE

### Addendum C

#### Percentage of B.S. Salary for the Applicable School Year

<u># Years of Experience</u>	<u>0-1 Year</u>	<u>2-4 Years</u>	<u>5-7 Years</u>	<u>8-9 Years</u>	<u>10+ Years</u>
Level I	16.00%	16.25%	16.50%	16.75%	17.00%
Level II	14.00%	14.25%	14.50%	14.75%	15.00%
Level III	9.00%	9.25%	9.50%	9.75%	10.00%
Level IV	6.00%	6.25%	6.50%	6.75%	7.00%
Level V	5.00%	5.25%	5.50%	5.75%	6.00%
Level VI	4.00%	4.25%	4.50%	4.75%	5.00%
Level VII	3.00%	3.25%	3.50%	3.75%	4.00%
Level VIII	2.00%	2.25%	2.50%	2.75%	3.00%
Level IX	1.00%	1.25%	1.50%	1.75%	2.00%

#### FY 2015-2016

<u>Base</u>	<u># Yrs. Of Experience</u>	<u>0-1 Year</u>	<u>2-4 Years</u>	<u>5-7 Years</u>	<u>8-9 Years</u>	<u>10+ Years</u>
33394	Level I	16.00%	16.25%	16.50%	16.75%	17.00%
		5343	5427	5510	5593	5677
	Level II	14.00%	14.25%	14.50%	14.75%	15.00%
		4675	4759	4842	4926	5009
	Level III	9.00%	9.25%	9.50%	9.75%	10.00%
		3005	3089	3172	3256	3339
	Level IV	6.00%	6.25%	6.50%	6.75%	7.00%
		2004	2087	2171	2254	2338
	Level V	5.00%	5.25%	5.50%	5.75%	6.00%
	1670	1753	1837	1920	2004	
Level VI	4.00%	4.25%	4.50%	4.75%	5.00%	
	1336	1419	1503	1586	1670	
Level VII	3.00%	3.25%	3.50%	3.75%	4.00%	
	1002	1085	1169	1252	1336	
Level VIII	2.00%	2.25%	2.50%	2.75%	3.00%	
	668	751	835	918	1002	
Level IX	1.00%	1.25%	1.50%	1.75%	2.00%	
	334	417	501	584	668	

If the Administration and Board of Education decide there are not enough student participants to adequately have a program, the activity will be dropped for that particular year.

\*Teams may be combined into Jr. High Team.

**Addendum C**  
**Percentage of B.S. Salary for the Applicable School Year**

<b># Years of Experience</b>	<b><u>0-1 Year</u></b>	<b><u>2-4 Years</u></b>	<b><u>5-7 Years</u></b>	<b><u>8-9 Years</u></b>	<b><u>10+ Years</u></b>
<b>Level I</b>	16.00%	16.25%	16.50%	16.75%	17.00%
<b>Level II</b>	14.00%	14.25%	14.50%	14.75%	15.00%
<b>Level III</b>	9.00%	9.25%	9.50%	9.75%	10.00%
<b>Level IV</b>	6.00%	6.25%	6.50%	6.75%	7.00%
<b>Level V</b>	5.00%	5.25%	5.50%	5.75%	6.00%
<b>Level VI</b>	4.00%	4.25%	4.50%	4.75%	5.00%
<b>Level VII</b>	3.00%	3.25%	3.50%	3.75%	4.00%
<b>Level VIII</b>	2.00%	2.25%	2.50%	2.75%	3.00%
<b>Level IX</b>	1.00%	1.25%	1.50%	1.75%	2.00%

**FY 2016-2017**

<b>Base</b>	<b># Yrs. Of Experience</b>	<b><u>0-1 Year</u></b>	<b><u>2-4 Years</u></b>	<b><u>5-7 Years</u></b>	<b><u>8-9 Years</u></b>	<b><u>10+ Years</u></b>
<b>34062</b>	<b>Level I</b>	16.00%	16.25%	16.50%	16.75%	17.00%
		5450	5535	5620	5705	5791
	<b>Level II</b>	14.00%	14.25%	14.50%	14.75%	15.00%
		4769	4854	4939	5024	5109
	<b>Level III</b>	9.00%	9.25%	9.50%	9.75%	10.00%
		3066	3151	3236	3321	3406
	<b>Level IV</b>	6.00%	6.25%	6.50%	6.75%	7.00%
		2044	2129	2214	2299	2384
	<b>Level V</b>	5.00%	5.25%	5.50%	5.75%	6.00%
	1703	1788	1873	1959	2044	
<b>Level VI</b>	4.00%	4.25%	4.50%	4.75%	5.00%	
	1362	1448	1533	1618	1703	
<b>Level VII</b>	3.00%	3.25%	3.50%	3.75%	4.00%	
	1022	1107	1192	1277	1362	
<b>Level VIII</b>	2.00%	2.25%	2.50%	2.75%	3.00%	
	681	766	852	937	1022	
<b>Level IX</b>	1.00%	1.25%	1.50%	1.75%	2.00%	
	341	426	511	596	681	

If the Administration and Board of Education decide there are not enough student participants to adequately have a program, the activity will be dropped for that particular year.

\*Teams may be combined into Jr. High Team.

**Addendum C**  
**Percentage of B.S. Salary for the Applicable School Year**

<b># Years of Experience</b>	<b>0-1 Year</b>	<b>2-4 Years</b>	<b>5-7 Years</b>	<b>8-9 Years</b>	<b>10+ Years</b>
<b>Level I</b>	16.00%	16.25%	16.50%	16.75%	17.00%
<b>Level II</b>	14.00%	14.25%	14.50%	14.75%	15.00%
<b>Level III</b>	9.00%	9.25%	9.50%	9.75%	10.00%
<b>Level IV</b>	6.00%	6.25%	6.50%	6.75%	7.00%
<b>Level V</b>	5.00%	5.25%	5.50%	5.75%	6.00%
<b>Level VI</b>	4.00%	4.25%	4.50%	4.75%	5.00%
<b>Level VII</b>	3.00%	3.25%	3.50%	3.75%	4.00%
<b>Level VIII</b>	2.00%	2.25%	2.50%	2.75%	3.00%
<b>Level IX</b>	1.00%	1.25%	1.50%	1.75%	2.00%

**FY 2017-2018**

<b>Base</b>	<b># Yrs. Of Experience</b>	<b>0-1 Year</b>	<b>2-4 Years</b>	<b>5-7 Years</b>	<b>8-9 Years</b>	<b>10+ Years</b>
<b>34743</b>	<b>Level I</b>	16.00%	16.25%	16.50%	16.75%	17.00%
		5559	5646	5733	5819	5906
	<b>Level II</b>	14.00%	14.25%	14.50%	14.75%	15.00%
		4864	4951	5038	5125	5211
	<b>Level III</b>	9.00%	9.25%	9.50%	9.75%	10.00%
		3127	3214	3301	3387	3474
	<b>Level IV</b>	6.00%	6.25%	6.50%	6.75%	7.00%
		2085	2171	2258	2345	2432
	<b>Level V</b>	5.00%	5.25%	5.50%	5.75%	6.00%
	1737	1824	1911	1998	2085	
<b>Level VI</b>	4.00%	4.25%	4.50%	4.75%	5.00%	
	1390	1477	1563	1650	1737	
<b>Level VII</b>	3.00%	3.25%	3.50%	3.75%	4.00%	
	1042	1129	1216	1303	1390	
<b>Level VIII</b>	2.00%	2.25%	2.50%	2.75%	3.00%	
	695	782	869	955	1042	
<b>Level IX</b>	1.00%	1.25%	1.50%	1.75%	2.00%	
	347	434	521	608	695	

If the Administration and Board of Education decide there are not enough student participants to adequately have a program, the activity will be dropped for that particular year.

\*Teams may be combined into Jr. High Team.

## ADDENDUM D - INSURANCE

### A. Medical Insurance

1. The Board shall pay 100% of the cost of the single protection Premium medical plan for its full-time certified employees or 85% of the cost of family coverage per full-time employee for the Core Plan. The Board shall pay 80% of the Premium Plan for those individuals subscribing to the Board's contracted insurance carrier. Employees who are less than full-time will be provided insurance benefits on a prorated basis (the Board shall pay 70% of a single plan or 55% of a family plan).

When spouses are both full-time employees of the Board, the Board shall contribute 100% of the cost of family coverage. Any employee who does not subscribe to the Board's contracted medical insurance plan during the school year will be paid the sum of \$500.00 at the end of that year. If insurance status changes during the course of the year, insurance reimbursement will be on a prorated basis.

2. Insurance benefits herein described shall be subject to coordination of benefits and other insurance provisions in accordance with the terms of the master agreement(s) between the insurance carrier(s) and the Board.
3. If an employee or dependent covered by the provisions of this Article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier or its assignee shall be subrogated to all the covered person's rights of recovery against said third party to the extent of any and all payments made hereunder to such illness or injury, and said persons or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee such rights of subrogation.
4. The Board of Education shall continue to carry on payroll records of any staff member whose sick leave accumulation has expired, or who is on disability leave of absence or an approved leave of absence, for the purpose of insurance benefits agreed herein, if approved and acceptable to the appropriate insurance carrier.
5. Effective October 1, 2006, the insurance benefit herein described shall contain the following:
6. Preferred Provider  
Plan (PPO) Premium  
Specifications
  - a. Benefits will be paid for both Network and non-network providers. Network benefits will be at a higher percentage of payment.

- b. Network co-pays will be as follows:

Office visit	\$15
Urgent Care	\$35
Emergency Room	\$75
Prescription Drug	

Network Retail Pharmacies (30-day supply)

\$10	Generic Form
\$20	Brand Form
\$30	Non-form Generic/Brand

Anthem Rx Direct Mail Services (60-day supply)

\$10	Generic
\$20	Brand Name
\$30	Non-form Generic/Brand

- c. Network deductible - \$100 per person with a \$200 family cap; applies only to expenses paid at a percentage less than 100%
- d. Network out of pocket maximum \$1,000 per person with a \$2,000 family cap
- e. Non network deductible \$300 per person with a \$600 family cap;
- f. Non network out of pocket max \$2,000 per person with a \$4,000 family cap
- g. Co-Insurance will be at a 90%/10% rate.
- h. Overall plan maximum \$5,000,000

6. Core Plan Specifications

- a. Benefits will be paid for both Network and non-network providers. Network benefits will be at a higher percentage of payment.

- b. Network co-pays will be as follows:

Office visit	\$15
Urgent Care	\$35
Emergency Room	\$100
Prescription Drug	

Network Retail Pharmacies (30-day supply)

\$10	Generic Form
\$25	Brand Form
\$40	Non-form Generic/Brand

Anthem Rx Direct Mail Services (60-day supply)

\$10	Generic
\$25	Brand Name
\$40	Non-form Generic/Brand

- c. Network deductible - \$100 per person with a \$200 family cap; applies only to expenses paid at a percentage less than 100%

- d. Network out of pocket maximum \$1,000 per person with a \$2,000 family cap
- e. Non network deductible \$300 per person with a \$600 family cap;
- f. Non network out of pocket max \$2,000 per person with a \$4,000 family cap
- g. Co-Insurance will be at a 80%/20% rate.
- h. Overall plan maximum \$5,000,000

B. Dental Insurance

The Board shall pay 100% of the cost of family coverage dental insurance per full-time employee for those individuals subscribing to the Board's contract insurance carrier. Employees who are less than full-time will be provided insurance benefits on a prorated basis.

C. Vision Insurance

The Board shall pay 100% on a single plan or 100% on a family vision plan per full-time employee, for those individuals subscribing to the Board's contract insurance carrier. Employees who are less than full-time will be provided insurance benefits on a prorated basis.

D. Section 125 Plan

The Board shall implement a section 125 plan to enable certified/licensed employees to pay for their insurance premium contribution with pre-tax dollars in accordance with section 125 of the IRS Code. This shall be an optional plan.

## ADDENDUM E – MENTOR’S RESPONSIBILITIES

- A. Document time together with new teacher, at least once a month for accountability. Meet with new teacher to discuss different topics:
1. Go over teacher handbook
  2. Procedure to fill out forms - purchase orders, field trips, discipline forms, grade card bubble sheets, etc.
  3. Problems with students etc.
- B. Mentor will sit in class of the new teacher at least once per semester. Hopefully the 1<sup>st</sup> month of school and the other sometime the 2<sup>nd</sup> semester. Document date in class.
- C. Anytime a new teacher has any questions, concerns, etc. they should feel free to communicate with their mentor. All meetings do not have to be documented.
- D. Mentor will turn in documentation at the end of the school year to receive his/her stipend.
- E. Area of needed assistance:
1. managing the classroom
  2. acquiring system information, including formal policies, procedures, rules, regulations, and informal routine and customs
  3. obtaining adequate instructional resources and materials
  4. planning, organizing and managing work
  5. assessing student and evaluation student work
  6. motivating student
  7. using effective teaching methods
  8. dealing with individual student needs, interests, abilities and problems
  9. communicating with colleague
  10. communicating with parents
  11. adjusting to the teaching environment
  12. reviewing emotional support
- F. Ideally a ratio of a mentor to one new staff member, if we do not have enough qualified mentors available for the program it is up to the discretion of the administrator the number of individuals that a mentor can work with. The mentor will be compensated for each new staff member s/he is working with. This discretion shall not be exercised in an arbitrary or capricious manner nor shall it be abused.
- G. Requirement: 9 visits with 2 for observation
- H. The mentor will check with secretary to see if a substitute that is already here in the building can cover your class for you to observe.

## ADDENDUM F – FINAL SUMMATIVE RATING

### Ohio Teacher Evaluation System

### Final Summative Rating

#### Calculations for the Final Summative Rating

Recent legislative changes in Ohio House Bill 362 include an alternative framework for teacher evaluation that allows up to 15 percent of a teacher's rating to be based on one approved alternative component: student surveys, teacher self-evaluations, peer-review evaluations, or student portfolios. Like the original teacher evaluation framework, which districts may still use, the alternative framework assigns teacher performance and student growth an equal weight in determining final summative ratings.

The alternative framework requires a new structure for scoring teacher evaluations. As such, Ohio is now using a formula-based approach based on a 600-point scale on a consistent basis for all teachers, including those whose districts select the original framework, and those who choose the alternative framework of the Ohio Teacher Evaluation System. The formula will be incorporated into the eTPES calculations.

#### Original Framework (50%, 50%) Ratings and Points

Student Growth	Performance	Final Summative Rating
• Most Effective (5)	• Accomplished (4)	• Accomplished
600	600	500-600
• Above Average (4)	• Skilled (3)	• Skilled
400	400	300-499
• Average (3)	• Developing (2)	• Developing
300	200	100-299
• Approaching Average (2)	• Ineffective (1)	• Ineffective
200	0	0-99
• Below Average (1)		
0		

#### Alternative Framework (42.5%, 42.5%, 15%) Ratings and Points

Student Growth	Performance	Alternative Component	Final Summative Rating
• Most Effective (5)	• Accomplished (4)	• Level 4	• Accomplished
600	600	600	500-600
• Above Average (4)	• Skilled (3)	• Level 3	• Skilled
400	400	400	300-499
• Average (3)	• Developing (2)	• Level 2	• Developing
300	200	200	100-299
• Approaching Average (2)	• Ineffective (1)	• Level 1	• Ineffective
200	0	0	0-99
• Below Average (1)			
0			

IN WITNESS WHEREOF, the parties hereto have set their hands this 22 day of June, 2015.

FOR: MISSISSINAWA VALLEY  
LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

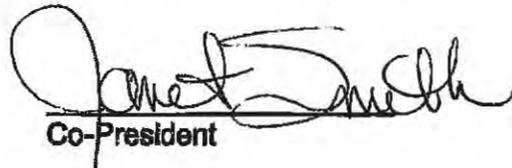
FOR:

MISSISSINAWA VALLEY  
CLASSROOM TEACHER'S  
ASSOCIATION

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Co-President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Co-President

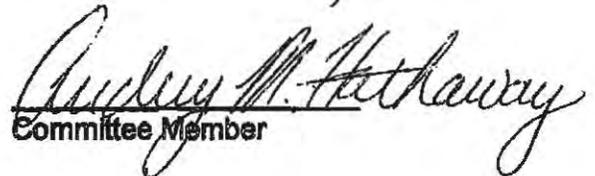
  
\_\_\_\_\_  
High School Principal

  
\_\_\_\_\_  
Committee Member

  
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