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11/12/2013

AGREEMENT

BETWEEN

the

MISSISSINAWA VALLEY BOARD OF EDUCATION

and the

MISSISSINAWA VALLEY CLASSROOM TEACHERS ASSOCIATION

EFFECTIVE

JULY 1, 2012

through

JUNE 30, 2015

Mississinawa Valley



Local School District

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ARTICLE I

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.

Positions for intervention positions or tutoring positions shall be posted electronically.

- D. Assignments by the Superintendent to a position shall not be made in a 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 28th 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 greater seniority. For the purpose of this section, a teacher's seniority is computed to the total number of years served in the district.

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.

ARTICLE 8

TEACHER EVALUATION

A new teacher evaluation policy and framework will be developed/selected in consultation with the teachers by July 1, 2013 and implemented at the beginning of school year 2013-2014.

Evaluation procedures shall be administered according to the following specified procedures, which shall supercede the evaluation procedures set forth in the Ohio Revised Code.

- 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.
- I. 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.
- J. 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 after the Evaluation Conference |
| 4. | Evaluation | #1 | First Evaluation before November 15 but after Goal Setting |
| | | #2 (Optional) | Second Evaluation completed before February 28 |
| | | #3 | Third Evaluation completed by April 1 |
| 5. | Post Conference with Teacher | | Within ten (10) working days or any other mutually agreed upon date |
| 6. | Regularly Scheduled Evaluation Completed | | By April 1 |
- K. Schedule of Visitations - Teachers new to the District shall be evaluated a minimum of three (3) times during the school year. Teachers beyond their first year of experience in the District whose contracts expire during the current school year, shall be evaluated a minimum of two (2) times. Teachers, beyond their first year of experience in the District and with a multi-year contract shall be evaluated at the discretion of the evaluator. Teachers who have earned continuing contracts shall be evaluated a minimum of one (1) time every five (5) years following the issuance of a continuing contract.
- L. Only alleged violations of the procedural aspects of this Article are subject to appeal and the Grievance Procedure contained in this Agreement shall be the exclusive appeal remedy.

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 of 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. Co-Curricular salary schedules for employees covered hereunder shall be as set forth in an Addendum attached hereto and made a part thereof.

ARTICLE 12

PERSONAL LEAVE

- A. Subject to the conditions set forth herein, all 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.

NO CHARGE AGAINST ACCRUED SICK LEAVE

- B. 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. Half-time service employees may be granted one and one-half (1-1/2) days of personal leave which may be taken on the half-day basis.

USE OF PERSONAL LEAVE

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

APPLICATION FOR PERSONAL LEAVE

- F. 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 an application for such leave, 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.

RESTRICTIONS ON THE USE OF PERSONAL LEAVE

- G. 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 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 ore 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.

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 (220) work days. Half-time employees shall have a pro-rate 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, father-in-law, mother-in-law, husband, wife, child (including step or foster parent or child), grandchild, sibling, or other significant person approved by the building principal.

2. To attend the funeral of a near relative. A near relative shall be defined as the teacher's grandparents, mother-in-law, father-in-law, brother, sister, grandchild, daughter-in-law, son-in-law, aunt, uncle, or first cousin. This leave shall be limited to up to five (5) consecutive days per occurrence.

3. To attend the funeral of a relative other than a near relative, this leave shall be limited to one (1) day. Up to one (1) additional day chargeable to sick leave may be granted under this paragraph at the discretion of the Superintendent and if the travel distance to the funeral is a distance of 200 miles or more, one way. Distance shall be calculated from the employee's current official residence as is on record in the Central Office to the residence of the deceased relative. Proof of such distance shall be the responsibility of the employee.

C. Responsibility

All employees shall be responsible for notifying their building principal or his/her designee 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, O.R.C.

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, O.R.C. 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 incentives to be paid after the last teacher work day.

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

- \$150.00 = 0 Absences except for professional days
- \$100.00 = 1 Or less days absence except for professional days
- \$50.00 = 2 Or less days absence except for professional days

For easy pay determination for the purpose of the attendance incentive, the year shall be defined hereafter as the first Teacher Work Day to the last Teacher Work Day.

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.

- \$225.00 = 0 Personal days taken
- \$150.00 = 1 Or less personal days taken ($0 < \# \text{ of personal days} \leq 1$)

\$75.00 = 2 Or less personal days taken (1># of personal days ≤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:

- All accumulated sick leave has been exhausted
- Appropriate documentation of the catastrophic illness shall be submitted to the Superintendent along with the request for the additional day(s); and
- 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, father-in-law, mother-in-law, husband, wife, 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 15th 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.

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

Hours of work can be reopened on a yearly basis.

A three-hour delay may be used for fog only, not road conditions. When the district has exhausted all calamity days, the three-hour delay may be used for road conditions. Under a three-hour delay the teacher work day would be from 10:45-4:00. Bargaining unit members who have previous commitments that can not be changed shall be permitted to fulfill those commitments with no loss of sick or personal leave.

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 deems 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 masters 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 masters 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

g. 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 (220) 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-five (55) days.

D. Deceased Employee

If an employee eligible for severance pay deceases, 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, one half-time or more, shall have a daily preparation/conference time pro rated according to their contract day. Teachers less than half-time shall not be entitled to daily preparation/conference time.
- D. Additional Planning time (8 hours) for Internet Access will be given as follows.
No planned in-services or meetings will be scheduled during these times:
 1. 2 hours will be waived from the 10 required staff development (Article 28).
 2. 2 hours during early dismissal before Christmas break.

3. 2 hours during spring conferences. No conferences will be scheduled during this time.
4. 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. The Association President shall 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. 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.

1. 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.
2. 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.
3. 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).
4. 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.
5. 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.
6. 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.

7. 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 a MVCTA designee on the Darke County Calendar Committee for Mississinawa Valley, along with an administrator. The Superintendent will work with the MVCTA designee 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.

G. 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.

H. Tuition Reimbursement

The Board will appropriate for tuition reimbursement purposes a maximum of \$7500. 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:

- a. Applications must be pre-approved by the Superintendent or designee before the first class session is held.
- b. Transcripts must be submitted indicating successful completion with a minimum grade of "B" for each class.
- c. The teacher must be employed by Mississinawa Valley Local School District at the time of reimbursement.
- d. 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 ($\$7500 / 50 = \$$).
- e. 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.
- f. 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.
- g. Part-time bargaining unit members will be reimbursed at a rate of 50% of the full-time employee rate.
- h. Any unused money from the Tuition Reimbursement will be carried over to the following year's pool.
- i. 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.

I. Payroll

All employees shall be on 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 5th and the 20th). Pay dates will be published at the onset of each school year.

J. 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.

K. 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.

ARTICLE 28

IMPASSE

Either party to this Agreement shall have the authority to declare that negotiations for a successor agreement are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution.

ARTICLE 29

STAFF DEVELOPMENT

Each teacher will be required to complete eight (8) clock hours of staff development during the year. The hours can replace the requirement of attending inservice on WOE Day and MLK Day. The stipulations for meeting this requirement are:

1. The completed hours shall be the personal expense of each participant and take place during non-school hours.
2. Approval of the appropriate administrator must be obtained prior to attending the inservice.
3. The hours for the current school year must take place between the last student day of the preceding school year and the last student day of the current school year.
4. The inservice hours must be used to enhance teaching assignment.

5. College courses (on campus, on-line, video distant learning), with prior administrative approval. One (1) semester hour or above completes the total requirement for professional development hours.
6. Consequences for failure to fulfill the yearly obligation will be a deduction in pay in accordance with the % of the obligation not fulfilled. Example three (3) hours short of a five (5) hour obligation will result in a pay reduction of 3/5 of the daily rate.

The reduction of staff development hours from 10 to 8 is to allow for a minimum of two hours to work on required, technology related tasks.

ARTICLE 30

INCENTIVE PAY

Full time teachers will be paid \$500 incentive stipend for years the District is rated Excellent or Above or an equivalent rating following the official release of the ratings from the Ohio Department of Education.

SIGNING BONUS

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

ARTICLE 31

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 through June 30, 2015.

Mississinawa Valley Local Schools										
Certified Salary Schedule										
SY 2012-2013										
			Bachelors		Bachelors + 150		Masters		Masters + 20	
0	0.8649	\$26,952.01	1	\$31,162	1.05	\$32,720	1.15	\$35,836	1.2	\$37,394
1	0.9	\$28,045.80	1.09	\$33,967	1.135	\$35,369	1.2	\$37,394	1.25	\$38,953
2	0.9349	\$29,133.35	1.13	\$35,213	1.18	\$36,771	1.25	\$38,953	1.3	\$40,511
3	0.97	\$30,227.14	1.17	\$36,460	1.225	\$38,173	1.3	\$40,511	1.35	\$42,069
4	1.0049	\$31,314.69	1.21	\$37,706	1.27	\$39,576	1.35	\$42,069	1.4	\$43,627
5	1.04	\$32,408.48	1.25	\$38,953	1.315	\$40,978	1.4	\$43,627	1.45	\$45,185
6			1.29	\$40,199	1.36	\$42,380	1.45	\$45,185	1.5	\$46,743
7			1.33	\$41,445	1.405	\$43,783	1.5	\$46,743	1.55	\$48,301
8			1.37	\$42,692	1.45	\$45,185	1.55	\$48,301	1.6	\$49,859
9			1.41	\$43,938	1.495	\$46,587	1.6	\$49,859	1.65	\$51,417
10			1.45	\$45,185	1.54	\$47,989	1.65	\$51,417	1.7	\$52,975
11			1.49	\$46,431	1.585	\$49,392	1.7	\$52,975	1.75	\$54,534
12			1.53	\$47,678	1.63	\$50,794	1.75	\$54,534	1.8	\$56,092
13			1.57	\$48,924	1.675	\$52,196	1.8	\$56,092	1.85	\$57,650
14			1.59	\$49,548	1.705	\$53,131	1.83	\$57,026	1.88	\$58,585
15			1.61	\$50,171	1.72	\$53,599	1.85	\$57,650	1.9	\$59,208
17			1.62	\$50,482	1.73	\$53,910	1.865	\$58,117	1.915	\$59,675
20			1.63	\$50,794	1.745	\$54,378	1.88	\$58,585	1.925	\$59,987
25			1.65	\$51,417	1.765	\$55,001	1.9	\$59,208	1.95	\$60,766

Mississinawa Valley Local Schools										
Certified Salary Schedule										
SY 2013-1014										
			Bachelors		Bachelors + 150		Masters		Masters + 20	
0	0.8649	\$27,490.85	1	\$31,785	1.05	\$33,374	1.15	\$36,553	1.2	\$38,142
1	0.9	\$28,606.50	1.09	\$34,646	1.135	\$36,076	1.2	\$38,142	1.25	\$39,731
2	0.9349	\$29,715.80	1.13	\$35,917	1.18	\$37,506	1.25	\$39,731	1.3	\$41,321
3	0.97	\$30,831.45	1.17	\$37,188	1.225	\$38,937	1.3	\$41,321	1.35	\$42,910
4	1.0049	\$31,940.75	1.21	\$38,460	1.27	\$40,367	1.35	\$42,910	1.4	\$44,499
5	1.04	\$33,056.40	1.25	\$39,731	1.315	\$41,797	1.4	\$44,499	1.45	\$46,088
6			1.29	\$41,003	1.36	\$43,228	1.45	\$46,088	1.5	\$47,678
7			1.33	\$42,274	1.405	\$44,658	1.5	\$47,678	1.55	\$49,267
8			1.37	\$43,545	1.45	\$46,088	1.55	\$49,267	1.6	\$50,856
9			1.41	\$44,817	1.495	\$47,519	1.6	\$50,856	1.65	\$52,445
10			1.45	\$46,088	1.54	\$48,949	1.65	\$52,445	1.7	\$54,035
11			1.49	\$47,360	1.585	\$50,379	1.7	\$54,035	1.75	\$55,624
12			1.53	\$48,631	1.63	\$51,810	1.75	\$55,624	1.8	\$57,213
13			1.57	\$49,902	1.675	\$53,240	1.8	\$57,213	1.85	\$58,802
14			1.59	\$50,538	1.705	\$54,193	1.83	\$58,167	1.88	\$59,756
15			1.61	\$51,174	1.72	\$54,670	1.85	\$58,802	1.9	\$60,392
17			1.62	\$51,492	1.73	\$54,988	1.865	\$59,279	1.915	\$60,868
20			1.63	\$51,810	1.745	\$55,465	1.88	\$59,756	1.925	\$61,186
25			1.65	\$52,445	1.765	\$56,101	1.9	\$60,392	1.95	\$61,981

Mississinawa Valley Local Schools										
Certified Salary Schedule										
SY 2014-2015										
			Bachelors		Bachelors + 150		Masters		Masters + 20	
0	0.8649	\$28,040.92	1	\$32,421	1.05	\$34,042	1.15	\$37,284	1.2	\$38,905
1	0.9	\$29,178.90	1.09	\$35,339	1.135	\$36,798	1.2	\$38,905	1.25	\$40,526
2	0.9349	\$30,310.39	1.13	\$36,636	1.18	\$38,257	1.25	\$40,526	1.3	\$42,147
3	0.97	\$31,448.37	1.17	\$37,933	1.225	\$39,716	1.3	\$42,147	1.35	\$43,768
4	1.0049	\$32,579.86	1.21	\$39,229	1.27	\$41,175	1.35	\$43,768	1.4	\$45,389
5	1.04	\$33,717.84	1.25	\$40,526	1.315	\$42,634	1.4	\$45,389	1.45	\$47,010
6			1.29	\$41,823	1.36	\$44,093	1.45	\$47,010	1.5	\$48,632
7			1.33	\$43,120	1.405	\$45,552	1.5	\$48,632	1.55	\$50,253
8			1.37	\$44,417	1.45	\$47,010	1.55	\$50,253	1.6	\$51,874
9			1.41	\$45,714	1.495	\$48,469	1.6	\$51,874	1.65	\$53,495
10			1.45	\$47,010	1.54	\$49,928	1.65	\$53,495	1.7	\$55,116
11			1.49	\$48,307	1.585	\$51,387	1.7	\$55,116	1.75	\$56,737
12			1.53	\$49,604	1.63	\$52,846	1.75	\$56,737	1.8	\$58,358
13			1.57	\$50,901	1.675	\$54,305	1.8	\$58,358	1.85	\$59,979
14			1.59	\$51,549	1.705	\$55,278	1.83	\$59,330	1.88	\$60,951
15			1.61	\$52,198	1.72	\$55,764	1.85	\$59,979	1.9	\$61,600
17			1.62	\$52,522	1.73	\$56,088	1.865	\$60,465	1.915	\$62,086
20			1.63	\$52,846	1.745	\$56,575	1.88	\$60,951	1.925	\$62,410
25			1.65	\$53,495	1.765	\$57,223	1.9	\$61,600	1.95	\$63,221

ADDENDUM "B"

MISSISSINAWA VALLEY LOCAL SCHOOL DISTRICT

CO-CURRICULAR POSITION PLACEMENT

Level I

Athletic Director

Level II

Head Varsity Coach – High School Boy's Basketball
Head Varsity Coach – High School Girl's Basketball
Head Varsity Coach – High School Football
Head Varsity Coach – High School Girl's Volleyball

Level III

Head Varsity Coach – High School Golf
Head Varsity Coach – High School Baseball
Head Varsity Coach – High School Girl's Softball
Junior Varsity Coach – High School Boy's Basketball
Junior Varsity Coach – High School Girl's Basketball
Assistant Varsity Coach – High School Boy's Football (3)
Junior Varsity Coach – High School Girl's 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
Junior Varsity Coach – High School Softball
9th Grade Boy's Basketball Coach
9th Grade Girl's Basketball Coach
H.S. Yearbook Advisor
Sophomore Class Advisor

Level VI

Head Varsity Coach – High School Cross Country
High School Student Council Advisor
7th Grade Boy's Basketball Coach
8th Grade Boy's Basketball Coach
7th Grade Girl's Basketball Coach
8th Grade Girl's Basketball Coach
7th Grade Girl's Volleyball Coach
8th Grade Girl's 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 Distributor

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 Boy's Basketball Site Manager
High School Girl's Basketball Site Manager
High School Boy's 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 hours) -	\$17.00 per hour (out of General Fund)
Intervention Stipend (outside regular school hours) -	\$17.00 per hour (out of General Fund)
Core IAT Members (outside regular school hours) -	\$17.00 per hour (out of General Fund)
Mentor Teachers -	\$150 stipend to be paid with 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 periods with the last pay not to exceed June 30.

ADDENDUM C

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

<u>STEP</u> # Years of Experience	<u>0</u> 0-1 Year	<u>1</u> 2-4 Years	<u>2</u> 5-7 Years	<u>3</u> 8-9 Years	<u>4</u> 10+ Years
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%

Step # Yrs. Of Experience	FY 2012-2013				
	<u>0</u> 0-1 Year	<u>1</u> 2-4 Years	<u>2</u> 5-7 Years	<u>3</u> 8-9 Years	<u>4</u> 10+ Years
Level I	16.0%	16.25%	16.50%	16.75%	17.0%
I	4698	4772	4845	4919	4992
II	14.0%	14.25%	14.50%	14.75%	15.0%
II	4111	4185	4258	4331	4405
III	9.0%	9.25%	9.50%	9.75%	10.0%
III	2643	2716	2790	2863	2937
IV	6.0%	6.25%	6.50%	6.75%	7.0%
IV	1762	1835	1909	1982	2056
V	5.0%	5.25%	5.50%	5.75%	6.0%
V	1468	1542	1615	1688	1762
VI	4.0%	4.25%	4.50%	4.75%	5.0%
VI	1175	1248	1321	1395	1468
VII	3.0%	3.25%	3.50%	3.75%	4.0%
VII	881	954	1028	1101	1175
VIII	2.0%	2.25%	2.50%	2.75%	3.0%
VIII	587	661	734	808	881
IX	1.00%	1.25%	1.50%	1.75%	2.00%
IX	294	367	440	514	587

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

I. Medical Insurance

- A. 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 83%(2012-2013 and 2013-2014 school years) and 80%(2014-2015) 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Effective October 1, 2006, the insurance benefit herein described shall contain the following:
- F. Preferred Provider Plan (PPO)

Premium Specifications

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

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

Office visit	\$15
Urgent Care	\$35
Emergency Room	\$75
Prescription Drug	
<u>Network Retail Pharmacies (30-day supply)</u>	
\$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

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

Core Plan Specifications

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

2. 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

- m3. Network deductible - \$100 per person with a \$200 family cap; applies only to expenses paid at a percentage less than 100%
4. Network out of pocket maximum \$1,000 per person with a \$2,000 family cap
5. Non network deductible \$300 per person with a \$600 family cap;
6. Non network out of pocket max \$2,000 per person with a \$4,000 family cap
7. Co-Insurance will be at a 80%/20% rate.
8. Overall plan maximum \$5,000,000

II. Dental Insurance

- A. 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.

III. Vision Insurance

A. 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.

IV. Section 125 Plan

1. 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

1. Document time together with new teacher. At least once a month for accountability. Meet with new teacher to discuss different topics:
 - a. Go over teacher handbook
 - b. Procedure to fill out forms - purchase orders, field trips, discipline forms, grade card bubble sheets, etc.
 - c. Problems with students etc.
2. Mentor will sit in class of the new teacher at least once per semester. Hopefully the 1st month of school and the other sometime the 2nd semester. Document date in class.
3. 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.
4. Mentor will turn in documentation at end of school year to receive his/her stipend.
5. Area of needed assistance:
 - a. managing the classroom
 - b. acquiring system information, including formal policies, procedures, rules, regulations, an informal routine and customs
 - c. obtaining adequate instructional resources and materials
 - d. planning, organizing and managing work
 - e. assessing student and evaluation student work
 - f. motivating student
 - g. using effective teaching methods
 - h. dealing with individual student needs, interests, abilities and problems
 - i. communicating with colleague
 - j. communicating with parents
 - k. adjusting to the teaching environment
 - l. reviewing emotional support
6. 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.

7. Requirement: 9 visits with 2 for observation
8. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of July, 2012.

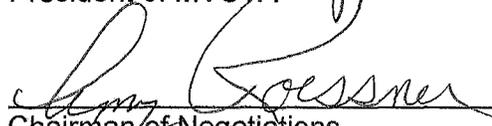
FOR: MISSISSINAWA VALLEY
LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

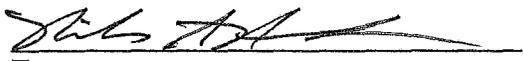
FOR: MISSISSINAWA VALLEY
CLASSROOM TEACHER'S
ASSOCIATION


Board President

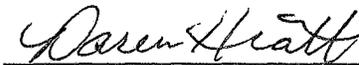

President of MVCTA

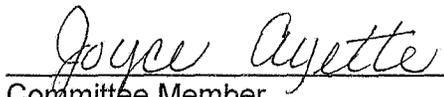

Superintendent

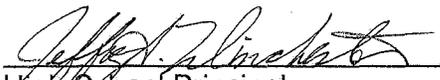

Chairman of Negotiations


Treasurer


Committee Member


Committee Member


Committee Member


High School Principal


Committee Member

Elementary Principal

Committee Member

Committee Member