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MASTER NEGOTIATIONS AGREEMENT

between

The Montpelier Education Association

and

The Montpelier Exempted Village Board of Education

August 1, 2023 to July 31, 2026

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ARTICLE I.
PROFESSIONAL NEGOTIATIONS AGREEMENT

A. Recognition

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

B. Scope of Bargaining

Negotiable matters shall be as stated in ORC 4117.

C. Procedures

1. Request for Negotiations

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

2. Representatives

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

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

3. Information

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

D. Membership in Professional Organizations

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

E. Provisions Contrary to Law

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

F. Agreement

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

G. Disagreement

1. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract, either the Board or the Association may declare a state of impasse to exist.

2. If impasse is declared, the Association and Board shall jointly call upon the services of the Federal Mediation and Conciliation Service to help resolve the impasse.

3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract.

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

   Meetings:

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

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

right to strike on the issues that are negotiable under the reopener provisions of this Contract, and the Board may implement its last and final offer before striking.

H. General

1. Final Form

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

The final written copy will contain the following:

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

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

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

2. Definitions

a. "Professional negotiations" means conferring, discussing, and negotiating in good faith by a Board of Education or its designated representatives, and a recognized teacher organization through its designated representatives in an effort to reach agreement.

b. "Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of a board or its representatives and the representatives of a recognized teacher organization to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

c. "Instructional Staff" (Bargaining Unit). All certificated personnel including substitutes that have at least sixty (60) working days continuous service in the same position. Excluded from the bargaining unit are all other substitutes, the Superintendent, principals, assistant principals, dean of students, special education coordinator, technology coordinator, speech pathologist, athletic director, and school psychologist.

d. "Negotiations Session". The actual conferring of the representatives of the Montpelier Exempted Village Board of Education and the Association.

e. "Negotiations Teams". The body of official representatives of the Montpelier Exempted Village Board of Education or the Association.

f. "Consultants" (Assistants). Advisors to the negotiations team. Individuals due to special training, experience, and talents have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.

g. "Impasse". Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not reached.

3. Third Party Assistance

a. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.

b. Attendance of such professional and lay representatives (consultants) to the negotiating meeting will be by mutual agreement between the chairpersons of both negotiating groups.

c. In courtesy to the negotiating participants, agreement shall be sought as early as possible before meeting time.

4. News Releases

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

5. While Negotiations are in Progress

a. CAUCUS - Upon request of either party, the negotiation meeting shall be interrupted to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

b. PROTOCOL - No action to coerce or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

c. ITEM AGREEMENT - As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party.

d. SCHEDULE OF MEETINGS - Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

6. Annual Meeting

a. All issues proposed for discussion shall be submitted in writing by the Association and the representative(s) of the Board at the first meeting.

b. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties.

c. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.

d. Negotiations shall be completed within forty-five (45) days or by a mutually agreed time.

e. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

f. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement has been followed.

7. Fair Share Fee

Should fair share ever be declared constitutional, the fair share language shall be reinserted in to the contract.

ARTICLE II.
GRIEVANCE PROCEDURE

A. Definition

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

B. Purposes

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

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. To ensure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. Informal Procedure

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

D. Formal Procedures

STEP I

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

STEP II

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

STEP III

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition has been made within the same stated time limits in STEP II, the grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent and FMCS a request for arbitration within fourteen (14) calendar days of the decision at Step II. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his award shall be final and binding upon the parties except as the decision is subject to the provisions of Ohio Revised Code Chapter 2711. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be paid by the loser.

E. General Provisions

1. Grievances that relate to more than one building shall commence at STEP II.

2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance

procedure except that the Association will be informed of any results that affect the Agreement.

4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present to state the views of the Association at all stages of the grievance procedure.

5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

6. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.

7. Hearings and conferences under this procedure will be conducted at a time and place mutually agreeable to all parties.

8. The Association's failure to follow timelines will result in waiver of grievance. If the Administration fails to follow timelines the grievance shall be automatically advanced to the next step.

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

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

A. Qualify

To qualify for the following procedure a teacher must be employed via the third successive limited contract with the Montpelier Board of Education. Teachers not meeting this eligibility may be non-renewed at the discretion of the Board of Education.

B. Procedure

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

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

   To request and have:

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

3. The provisions of this section are intended to supersede the nonrenewal procedures set forth in Ohio Revised Code section 3319.11.

ARTICLE IV.
TEACHING POSITION VACANCIES

Vacancies Defined

Any position in the bargaining unit resulting from:

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

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

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

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

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

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

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

ARTICLE V.
ASSIGNMENTS

A teacher shall be notified of any change in their teaching assignment in writing, with reasons, not later than twenty-eight (28) calendar days before the change. Teaching changes may be made in the summer twenty-one (21) days prior to school starting, due to resignation of teacher after July 10.

ARTICLE VI.
TRANSFERS

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

ARTICLE VII.
EMPLOYMENT PRACTICES

A. Contracts

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

1. Limited Contracts

   a. Upon initial employment, a one (1) year contract shall be issued by the Board.

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

2. Continuing Contracts

   a. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the teacher is eligible for a continuing contract no later than October 1 of each school year. This notification must include written documentation supporting the teacher's claim for continuing contract. Notice received after the applicable deadline shall not serve as the notice required by this Section for the following school year.

b. A continuing contract shall be granted to a member after completion of the necessary requirements as listed in the Ohio Revised Code. The certificated staff does not have to be at the end of a limited contract to be awarded a continuing contract. The issuance of a continuing contract makes the limited contract null and void.

c. Failure to notify the Superintendent by applicable deadline shall be a waiver of the teacher's eligibility for the continuing contract for the following school year. In such an instance, if reemployed, the teacher shall be reemployed under a limited contract unless the Board decides to non-renew the teacher's contract.

d. Upon being notified by the teacher of his/her eligibility, the Board shall evaluate the teacher in accordance with Article XIV or Board evaluation policy, whichever is applicable.

e. Upon receiving the notice from the teacher that he/she is eligible for continuing contract and after having completed the evaluations of the teacher, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one (1) or two (2) year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher in writing, of the Superintendent's intent to recommend an extended limited contract. If the teacher is in the middle of a limited contract and is denied a continuing contract, he/she shall continue on that limited contract.

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

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

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

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

B. Rehiring Retirees

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

1. The salary to be paid to the returning teacher shall be negotiated between the teacher and the Board of Education.

2. Individuals employed pursuant to this provision shall be eligible for the medical/dental/life insurance plans offered by the Board of Education.

3. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall have zero (0) seniority.

4. Each one-year contract shall automatically expire upon the completion of the contract and it is not necessary for the Board to take formal action to not reemploy the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

5. Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.

6. In the event of a reduction in force, the reemployed teacher will not have any bumping rights under Article VIII.

7. Subject to these provisions, reemployed teachers are part of the bargaining unit.

8. Reemployed persons shall not be eligible for sick leave accumulation but will begin each contract with ten (10) days of sick leave. Reemployed persons are not eligible to apply for sick leave days through the sick leave bank.

9. Reemployed teachers shall receive tuition reimbursement for licensure, if necessary. The reemployed teacher shall not be eligible for mentoring.

10. All vacant positions shall follow the accepted posting procedure (Article IV) before a retired teacher is rehired.

11. Application of provisions may be grieved, but language to the extent that it contradicts any other provision of this collective bargaining agreement is not grievable.

12. Pursuant to the authority provided by R.C. 4417.10 and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to O.R.C. 3319.11, O.R.C. 3319.111, O.R.C. 3319.141, O.R.C. 3319.17, Chapter 3317, or Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

C. Complaints Against Professional Staff Members

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

D. Discipline, Suspension and Termination

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII.
REDUCTION IN FORCE

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

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

B. Staff reductions needed beyond those available by attrition will be made by suspending contracts based upon the Superintendent's recommendation. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. For the purpose of this article, comparable evaluations are evaluations with the same OTES ratings based on a three (3) year running average, to the extent that such a number of evaluations exists. Teachers on continuing contract shall be given preference over teachers with limited contracts Seniority shall be defined as follows:

   1. A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher. Teachers holding continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers holding limited contracts will be placed on the list below continuing contract teachers, also in descending order of seniority. Seniority is defined as the length of continuous service to the Montpelier School System.

   2. Authorized leaves of absence will not interrupt seniority, but time spent on such leave will not count toward seniority.

C. The names of teachers whose contracts are suspended in reduction of personnel will be placed on a recall list for up to twenty-four (24) months from the date of reduction. Teachers on the recall list will have the following rights:

   1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.

   2. Teachers on the recall list will be eligible to be recalled. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable OTES ratings. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are properly certified. It is the teacher's responsibility to keep the Board informed of his/her current address. The teacher must respond within seven (7) calendar days of the mailing date, otherwise he/she forfeits all recall rights. Recall shall be in reverse order of reduction.

   3. If a teacher is recalled and is unable to obtain a release from contractual obligations to another school board, the teacher will remain on the recall list for one (1) year.

   4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority,

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

D. Notification of Anticipated RIF

1. If the Employer determines a RIF may occur, the employer shall notify the Union, in writing, not less than thirty (30) calendar days prior to Board action to suspend the contract. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the date of Employer action to suspend the contract and the effective date of the RIF.

2. At the written request of either party, within five (5) calendar days of receipt of the notification, representatives of the Employer and the Union shall meet to review the proposed RIF. At which time the Employer shall provide the Union with a copy of the names of employees to be affected.

3. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

4. An employee to be laid off due to RIF shall be notified within ten (10) calendar days after notification in D-1 of the RIF. The Union shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

ARTICLE IX.
PERSONNEL FILE

1. There shall be only one (1) official personnel file to be utilized for purposes of personnel decisions of bargaining unit members. This file shall be maintained in the Superintendent's office.

2. Anonymous letters or materials, the contents of which prove to be unsubstantiated, shall not be included in the personnel file unless the letter or material resulted in disciplinary action.

3. All documents placed in the official personnel file, other than routine financial or personnel data, shall be signed and dated by the originator of the document and shall be submitted to the teacher for signature and date indicating receipt prior to being placed in the official personnel file. In the event that the teacher refuses to sign the document, the originator or supervisor shall note such refusal on the face of the document. The teacher shall be given a copy of the document without regard to whether or not there has been a refusal to sign.

4. Teachers can have a representative accompany them when reviewing their individual personnel files.

5. Records kept at the building level are subject to the same provisions as official files.

6. Nothing in this Personnel Files Article shall be construed as limiting any statutory rights that the unit member may have regarding his/her personnel files.

ARTICLE X.
LEAVES

A. Sick Leave

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1-1/4) work days with pay for each completed month of service.

2. The unused portion of sick leave is subject to two hundred sixty (260) days accumulation. The Superintendent has the discretion of advancing days.

3. Bargaining unit members who are on paid sick leave because of illness are still in the service of the District, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

   a. Personal illness;

   b. Illness or medical appointments due to pregnancy;

   c. Birth;

   d. Injury (personal);

   e. Exposure to contagious disease which could be communicated to others; or

   f. Absence due to illness, injury or death in the employee's immediate family and relatives residing in the same household (ORC 3319.141).

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

4. For death or illness of relatives outside the immediate family, absence may be approved not to exceed three (3) school days per year without loss of pay.

5. For death of a close friend, two (2) days per year when arrangements are made with the Superintendent will be allowed without loss of pay.

6. An automated system will be used in reporting the use of sick leave. The specifics of such reason do not have to be given. Sick days shall only be counted when school is in session.

7. The minimum amount of sick leave which may be utilized shall be one-quarter (1/4) day per occurrence. A quarter day shall be defined as two (2.0) hours or less. Teachers must line up their own in-house coverage. Teachers who cover the time will not receive compensation. To enter a quarter of a day, hit the "custom" button with no substitute needed.

8. If the board suspects falsification of sick leave, the board may request a physician's statement justifying the use of sick leave.

B. Bereavement Leave

Absence due to death in the employee's immediate family and relatives residing in the same household shall be approved not to exceed three (3) school days per year without loss of pay. This article applies only to employees with less than 15 accumulated sick leave days at the time of the bereavement leave request.

C. Personal Leave

It is expected out of professional attitude that personal days would be requested as far in advance of the date as possible. It is also recognized that persons should recognize that an excessive number of staff absences on a particular date will affect the quality of education. It is, therefore, recognized that days for personal leave be discriminately used and such days as just before and after school holidays, district professional development days, vacation, conference periods, final examination days, dates the teacher is administering or proctoring a State mandated test, and/or the first and last day of student attendance will not be considered for personal leave. Personal leave will not be considered on days which state or federal mandated testing is administered relative to teaching assignment.

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

No more than ten percent (10%) of the teaching staff can use personal leave on any given school day. The earliest request, based on application date and time, will be given priority. Personal leave requests can be entered beginning August 1 of each school year.

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

1. Three days of unrestricted personal leave.

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

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

Administration has the option to close any day to personal leave based on the number of teachers absent in the district and the availability of substitutes.

The Superintendent may approve personal leaves in excess of ten percent (10%) per day if he/she deems the request is warranted.

D. Professional Meetings

1. Local members who are delegates to the State Representative Assembly will be granted up to three (3) days professional leave per year for attendance at such meetings. Cost of expenses will be paid by Montpelier Education Association. Cost of substitutes will be paid by the board.

2. The Superintendent may grant bargaining unit members professional leave to attend or participate in professional activities which will enhance professional skills and qualifications.

3. Expenses incurred for travel, lodging and meals may be reimbursed per Board policy if approved by the Superintendent in advance and provided funds are available. A report of the meeting may be required.

4. Bargaining unit members serving on County Curriculum Committees that require meetings on non-contractual days will be reimbursed according to the substitute rate of pay established by the Board.

E. Parental Leave

1. Leave without pay for a period not to extend beyond one (1) complete school year shall be granted teachers requesting parental leave which shall include adoption. A second consecutive year of leave may be granted at the discretion of the Superintendent. The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision shall be waived by the Superintendent in cases of emergency.

2. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

F. Assault Leave

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

The Board will consider the application within the following provisions:

1. Assault leave will be granted only for absence due to physical disability resulting from an assault which occurs in the course of Board employment. Assault leave does not apply to supplemental contracts.

2. Assaults arising from matters not related to Board employment (i.e. domestic quarrels, resisting arrest, etc.) do not qualify for assault leave regardless of where they occur.

3. Assault leave shall not be granted if the assault arises from unreasonable actions by the employee, under the given circumstances. Reasonableness and other questions of fact shall be determined by the Board through investigation.

4. The employee shall:

   a. Furnish a signed statement describing the circumstances and events surrounding the assault, including known witnesses, to justify the use of assault leave.

   b. Furnish a physician's certificate stating the nature of the disability and the necessity of absence from regular employment.

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

5. Employee will remain on full pay during assault leave.

6. Assault leave is meant to provide financial security to the employee, not financial gain. If the employee is paid for lost wages for this assault, through workers compensation, settlement of legal claims or any other source, the employee shall reimburse the Board for salary paid during the leave.

G. Legal Obligation

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

H. Leaves of Absence (Unpaid)

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

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

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

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

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

Employees granted deduct days will be subject to additional wage deduction of $50 per day.

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

Purpose:

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

Provisions for Eligibility:

1. All certificated employees shall be eligible to be members of the sick leave bank.

2. A person newly hired in the district shall have 30 days from the date of hire to enroll in the Sick Leave Bank.

Operational Procedures

1. Loans will be limited to participating employees for use only in cases of personal/family illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee.

2. Applications for loans from the Sick Leave Bank must be made on the form developed by the Sick Leave Bank Committee. A Physician's Statement is required with each application in order to be considered for a loan.

3. A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days.

4. In order to be eligible an employee must contribute to the Bank and whenever donations are needed to replenish the Bank.

Sick Leave Bank Committee

1. The Association President(s) appoints members of the Sick Leave Bank Committee. The Superintendent shall also serve as a member of the Sick Leave Bank Committee.

2. The Sick Leave Bank Committee shall review and approve or deny all applications to the Sick Leave Bank. The Sick Leave Bank Committee shall also determine the necessity for additional contributions to the Sick Leave Bank and shall notify Sick Leave Bank members of the need for said contributions.

3. The Sick Leave Bank Committee shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

4. Decisions of the Sick Leave Bank Committee are final and not subject to the grievance procedure.

Policy Procedures

1. Application for the Sick Leave Bank days must be made to the Association President(s).

2. The Sick Leave Bank Committee shall meet and render a decision within ten (10) calendar days of receipt of request.

3. Unused requested days shall be returned to the sick leave bank.

4. The sick leave bank will begin with one (1) or two (2) days to the bank before a withdrawal from the Bank can be made. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day. The Sick Leave Bank Committee shall be responsible for notifying certificated personnel of each assessment period.

5. Extension of additional days may be applied for in the same manner as original application.

6. When an employee donates days to the Bank, he agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

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

8. The Sick Leave Bank Committee will review guidelines annually.

Members Are Not Eligible to Draw from the Sick Leave Bank Program if:

1. They have not donated a day of accumulated sick leave each year (when required) or have failed to donate a day when replenishment is necessary; members who are in good standing and have been approved for the Sick Leave Bank shall not be required to donate a day of sick leave when replenishment occurs to remain in good standing;

2. They are voluntarily absent for any reason;

3. It is routine maternity;

4. The specific injury or illness is not 30 consecutive days or more;

5. They are eligible for any other paid leave or compensation that equals or exceeds their normal salary; or

6. They are eligible for STRS disability. After 60 days use from the Sick Leave Bank, the member must investigate STRS disability eligibility.

J. Family Medical Leave Act (FMLA)

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

2. Parental leave lasting longer than five (5) days will be considered FMLA leave.

ARTICLE XI.
FRINGE BENEFITS

A. Insurances

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

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

2. All new employees may enroll in the NBHP Health Care plans, the dental plans and vision plan during their first 30 days of employments. Current employees not enrolled in the NBHP health care plans, dental plans or vision plan, may elect such coverage annually during the NBHP open enrollment period. If an employee has an IRS defined qualifying event during the calendar year, they are eligible to elect or decline NBHP offered insurance coverages within 30 days of the event (60 days for the birth of a child). Examples of IRS qualifying events are as follows:

   a. Marriage
   b. Birth of a child
   c. Adoption or acquisition of an eligible dependent child
   d. Loss of health care coverage due to a change in spouse's employment (change in eligibility status, layoff, termination of employment or a reduction in hours), divorce, legal separation or death of spouse.

3. A single or family dental insurance plan is available to certified staff members and their families upon application. The Board and employees will share the cost of the dental insurance with the employee paying $10.00 per month and the Board paying the remainder. The plan will be offered through the NBHP insurance consortium. The Board will offer a second dental insurance plan that does not include orthodontia. The Board and employees will share the cost of this plan with the employee paying $1.00 per month and the Board paying the remainder.

4. A vision insurance plan is available to certified staff members and their families upon application. The Board and the employees will share the cost of the vision insurance with the employee paying $1.00 per month and the Board paying the remainder.

5. Part-time employees who work at least fifteen (15) hours per week will be eligible for the same hospitalization, dental and vision insurances as full-time employees; however, the Board's share of the premium will be prorated according to the percentage of time worked.

6. A $49,000 term life insurance policy will be provided for each certificated employee.

7. Any change of status of an employee or member of the employee's family must be reported through the online Benelogic system sponsored by NBHP within thirty (30) calendar days of the change.

8. Health Insurance Incentive Plan:

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

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

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

   Generally, you will not be permitted to change your election to participate in the plan or to vary the level of benefits you have selected during the Plan Year. Plan Years begin each January 1 and end on December 31.

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

   Unless you have a major life event, you will only be permitted to change your election during open enrollment, which becomes effective on January 1 of the following Plan Year.

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

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

B. Reimbursement for College Credit

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

The employee will cover the initial costs of all coursework and will submit an invoice and official transcript upon completion of coursework to the Treasurer's office for reimbursement. A grade of (B) or higher or a grade of pass for a pass/fail course must be achieved to receive Board paid tuition reimbursement. Coursework must be approved by the LPDC to be eligible for tuition reimbursement.

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

C. Severance Pay/Longevity Stipends

New employees must elect the option they choose upon signing of their contract. Employees may only enroll in one option and are not allowed to switch between options in the future.

Option #1-Severance Upon Retirement

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

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

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

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

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

Option #2-Longeveity Stipends
Teachers will receive the following longevity stipends:

$5,000 after 5 years of service to Montpelier Exempted Village Schools
$10,000 after 10 years of service to Montpelier Exempted Village Schools
$2,500 after 15 years of service to Montpelier Exempted Village Schools
$2,500 after 20 years of service to Montpelier Exempted Village Schools
$2,500 after 25 years of service to Montpelier Exempted Village Schools
$2,500 after 30 years of service to Montpelier Exempted Village Schools

Longevity stipends will be paid out the second payroll in September of each school year and employees must be on the active payroll to receive the stipend.

Employees who have earned previous longevity stipends will be caught up during second payroll of September 2017.

This section will supersede Section 143.621 and 3319.141 of the Ohio Revised Code.

D. Section 125 Plan

The benefits provided to employees under Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed maximum IRS limits may be set aside by the employee for flexible spending under Section 125 of the Internal Revenue Code. This plan shall be administered by the employer with a third-party administrator selected by the Board as the enroller and record keeper of the Plan.

ARTICLE XII.
PAYROLL/PAYROLL DEDUCTIONS

A. The Treasurer of the Montpelier Board of Education is authorized to make payroll deductions of professional dues as individually requested beginning the third pay period of the school year. The number of consecutive payroll deductions shall be either five (5), or sixteen (16) pays at the option of the bargaining unit member.

A representative of the Montpelier Education Association will itemize the names and amounts to be deducted and present to the Treasurer on or before September 15 of each school year.

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

C. The Board shall make automatic payroll deposit including electronic transfers for all employees. Notification of changes must be by the first day of the month to be effective the next month. Employees are limited to a maximum of three transactions.

D. The Board Treasurer shall have the discretion to change the number of pay periods.

ARTICLE XIII.
STRS PICK-UP

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

1. The amount to be picked-up and paid on behalf of each employee shall be the amount that is mandated by the State of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pick-up shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall become effective with the beginning of this contract and shall apply to all compensation including supplemental earnings thereafter.

5. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

ARTICLE XIV.
TEACHER EVALUATION

A. All teachers as defined by Ohio Revised Code section 3319.111 shall be evaluated in accordance with Board adopted evaluation policy. All school counselors as defined by Ohio Revised Code section 3319.113 shall be evaluated in accordance with Board adopted evaluation policy for school counselors. The Superintendent will convene a committee apprised of no more than six (6) MEA members as chosen by the Association to consult before recommending changes to the evaluation policy to the Board.

B. Any teachers which do not fall under the definition of a teacher or counselor as defined by Ohio Revised Code section 3319.111 or Ohio Revised Code section 3319.113 shall be evaluated according to this Article.

C. A written record of evaluation of a teacher's professional service shall be developed via the form adopted for teacher appraisal in the Montpelier School System. The teachers subject to this evaluation procedure shall be evaluated using the same timelines and frequency of evaluations and observations as those teachers delineated in Paragraph 1 of this section. For this or any subsequent evaluation, the teacher will be given at least twenty (20) working days to show improvement for any deficiencies noted on the observation form. Copies of all information contained in the appraisal form are available to the teacher and administrator.

The evaluator shall be an administrator that holds an appropriate administrator license from the Ohio Department of Education, including the Superintendent. If the teacher attaches a rebuttal

to the first evaluation of a school year, the teacher may request an alternate evaluator for the following observations/evaluation. The Superintendent shall assign the alternate evaluator.

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

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

D. Response to Evaluation

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

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

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

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

ARTICLE XV.
WORKDAY - WORK YEAR

A. The work year for members of the bargaining unit shall consist of one hundred and eighty-three (183) days. There shall be one hundred eighty (180) student days and three (3) work/in-service days. The Board may extend the work year beyond the one hundred and eighty-three (183) days in which case bargaining unit members will be compensated 1/183 of his/her annual salary for each day the work year is extended.

B. The maximum length of the regular workday shall be 7.5 hours. Teachers shall have fifteen (15) minutes of prep time either before or the end of the school day.

C. Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute duty-free lunch period.

D. The Association leadership can use the time in the contractual day from the end of the student day to the end of the contractual work day to conduct any and all Association business.

E. On days when schools are closed due to the reasons set forth in Section 3317.01 (B), R.C., teachers will not be required to report to school. If the Superintendent determines that the district

will make up any calamity days, teachers will be required to report on make-up days without additional compensation. Those days shall be scheduled after the conclusion of the school year. In the event a three-hour delay is implemented, the Superintendent may add an hour to the end of the school day.

F. One day of the member's work year shall be devoted to teacher in-service.

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

G. Extended Time

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

H. Calendar

The Superintendent and Association President will have a meeting to discuss the proposed school calendar prior to Board approval. The meeting will take place at least fifteen (15) days prior to the calendar hearing board meeting.

ARTICLE XVI.
PLANNING TIME/CLASS SIZE

A. Planning Time

Teachers who cover a class during their planning time at the direction of the building administrator will be compensated at $21.00 for the class period.

B. Class Size

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

Montpelier Exempted Village School
Salary Schedule
2023-2024

3.0% Increase to Base

Yrs.Exp.	B.A.	BA +15	BA+30	M.A.	M.A.+12 Hrs.	M.A.+24 Hrs.
0	$39,171	$40,573	$41,627	$41,999	$42,371	$43,488
Index	0.000	1.0358	1.0627	1.0722	1.0817	1.1102
1	$41,028	$42,434	$43,836	$44,232	$44,628	$45,807
Index	1.0474	1.0833	1.1191	1.1292	1.1393	1.1694
2	$42,540	$44,295	$46,050	$46,155	$46,884	$48,133
Index	1.0860	1.1308	1.1756	1.1783	1.1969	1.2288
3	$44,048	$46,155	$48,263	$48,701	$49,144	$50,456
Index	1.1245	1.1783	1.2321	1.2433	1.2546	1.2881
4	$45,556	$48,016	$50,472	$50,938	$51,400	$52,779
Index	1.1630	1.2258	1.2885	1.3004	1.3122	1.3474
5	$47,072	$49,880	$52,689	$53,171	$53,657	$55,106
Index	1.2017	1.2734	1.3451	1.3574	1.3698	1.4068
6	$48,580	$51,741	$54,898	$55,407	$55,913	$57,429
Index	1.2402	1.3209	1.4015	1.4145	1.4274	1.4661
7	$50,088	$53,598	$57,111	$57,640	$58,165	$59,748
Index	1.2787	1.3683	1.4580	1.4715	1.4849	1.5253
8	$51,596	$55,458	$59,321	$59,873	$60,421	$62,067
Index	1.3172	1.4158	1.5144	1.5285	1.5425	1.5845
9	$53,108	$57,323	$61,538	$62,110	$62,682	$64,393
Index	1.3558	1.4634	1.5710	1.5856	1.6002	1.6439
10	$54,616	$59,184	$63,747	$64,342	$64,938	$66,716
Index	1.3943	1.5109	1.6274	1.6426	1.6578	1.7032
11	$56,128	$61,044	$65,960	$66,575	$67,190	$69,035
Index	1.4329	1.5584	1.6839	1.6996	1.7153	1.7624
12	$57,640	$62,905	$68,173	$68,812	$69,450	$71,362
Index	1.4715	1.6059	1.7404	1.7567	1.7730	1.8218
13	$59,148	$64,765	$70,387	$71,045	$71,707	$73,685
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
14	$59,148	$64,765	$70,387	$71,045	$71,707	$73,685
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
15	$59,148	$64,765	$70,387	$71,045	$71,707	$73,685
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
16	$59,148	$64,765	$70,387	$71,045	$71,707	$73,685
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811

Montpelier Exempted Village School
Salary Schedule
2023-2024

3.0% Increase to Base

Yrs.Exp.	B.A.	BA +15	BA+30	M.A.	M.A.+12 Hrs.	M.A.+24 Hrs.
17	$59,579	$65,259	$70,939	$71,597	$72,259	$74,237
Index	1.5210	1.6660	1.8110	1.8278	1.8447	1.8952
18	$59,579	$65,259	$70,939	$71,597	$72,259	$74,237
Index	1.5210	1.6660	1.8110	1.8278	1.8447	1.8952
19	$60,010	$65,749	$71,491	$72,153	$72,811	$74,789
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
20	$60,010	$65,749	$71,491	$72,153	$72,811	$74,789
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
21	$60,010	$65,749	$71,491	$72,153	$72,811	$74,789
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
22	$60,010	$65,749	$71,491	$72,153	$72,811	$74,789
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
23	$60,010	$65,749	$71,491	$72,153	$72,811	$74,789
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
24	$60,010	$65,749	$71,491	$72,153	$72,811	$74,789
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
25	$62,168	$68,491	$74,809	$75,518	$76,219	$78,330
Index	1.5871	1.7485	1.9098	1.9279	1.9458	1.9997
26	$62,168	$68,491	$74,809	$75,518	$76,219	$78,330
Index	1.5871	1.7485	1.9098	1.9279	1.9458	1.9997
27	$63,677	$70,351	$77,022	$77,747	$78,475	$80,653
Index	1.6256	1.7960	1.9663	1.9848	2.0034	2.0590
28	$65,189	$72,212	$79,235	$79,987	$80,736	$82,976
Index	1.6642	1.8435	2.0228	2.0420	2.0611	2.1183
29	$66,701	$74,073	$81,448	$82,220	$82,992	$85,303
Index	1.7028	1.8910	2.0793	2.0990	2.1187	2.1777
30	$66,701	$74,073	$81,448	$82,220	$82,992	$85,303
Index	1.7028	1.8910	2.0793	2.0990	2.1187	2.1777

(A) Longevity at the 17th and 19th year - the following longevity increments will be awarded
Bachelor $350
BA+15 $400
BA+30 hours and higher $450

(B) Horizontal movement on the salary schedule must be requested by the employee with verification of eligibility. This request shall be made prior to the August and January board meetings.

(C) Graduate hour accumulation resets upon completion of Master's degree. Employees may not skip columns.

Montpelier Exempted Village School
Salary Schedule
2024-2025

3.0% Increase to Base

Yrs.Exp.	B.A.	BA +15	BA+30	M.A.	M.A.+12 Hrs.	M.A.+24 Hrs.
0	$40,346	$41,791	$42,876	$43,259	$43,643	$44,792
Index	0.000	1.0358	1.0627	1.0722	1.0817	1.1102
1	$42,259	$43,707	$45,151	$45,559	$45,966	$47,181
Index	1.0474	1.0833	1.1191	1.1292	1.1393	1.1694
2	$43,816	$45,624	$47,431	$47,540	$48,290	$49,577
Index	1.0860	1.1308	1.1756	1.1783	1.1969	1.2288
3	$45,369	$47,540	$49,711	$50,162	$50,618	$51,970
Index	1.1245	1.1783	1.2321	1.2433	1.2546	1.2881
4	$46,923	$49,456	$51,986	$52,466	$52,942	$54,362
Index	1.1630	1.2258	1.2885	1.3004	1.3122	1.3474
5	$48,484	$51,377	$54,270	$54,766	$55,266	$56,759
Index	1.2017	1.2734	1.3451	1.3574	1.3698	1.4068
6	$50,037	$53,293	$56,545	$57,070	$57,590	$59,152
Index	1.2402	1.3209	1.4015	1.4145	1.4274	1.4661
7	$51,591	$55,206	$58,825	$59,369	$59,910	$61,540
Index	1.2787	1.3683	1.4580	1.4715	1.4849	1.5253
8	$53,144	$57,122	$61,100	$61,669	$62,234	$63,929
Index	1.3172	1.4158	1.5144	1.5285	1.5425	1.5845
9	$54,701	$59,043	$63,384	$63,973	$64,562	$66,325
Index	1.3558	1.4634	1.5710	1.5856	1.6002	1.6439
10	$56,255	$60,959	$65,659	$66,273	$66,886	$68,718
Index	1.3943	1.5109	1.6274	1.6426	1.6578	1.7032
11	$57,812	$62,876	$67,939	$68,572	$69,206	$71,106
Index	1.4329	1.5584	1.6839	1.6996	1.7153	1.7624
12	$59,369	$64,792	$70,219	$70,876	$71,534	$73,503
Index	1.4715	1.6059	1.7404	1.7567	1.7730	1.8218
13	$60,923	$66,708	$72,498	$73,176	$73,858	$75,895
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
14	$60,923	$66,708	$72,498	$73,176	$73,858	$75,895
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
15	$60,923	$66,708	$72,498	$73,176	$73,858	$75,895
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
16	$60,923	$66,708	$72,498	$73,176	$73,858	$75,895
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811

Montpelier Exempted Village School
Salary Schedule
2024-2025

3.0% Increase to Base

Yrs.Exp.	B.A.	BA +15	BA+30	M.A.	M.A.+12 Hrs.	M.A.+24 Hrs.
17	$61,367	$67,217	$73,067	$73,745	$74,427	$76,464
Index	1.5210	1.6660	1.8110	1.8278	1.8447	1.8952
18	$61,367	$67,217	$73,067	$73,745	$74,427	$76,464
Index	1.5210	1.6660	1.8110	1.8278	1.8447	1.8952
19	$61,810	$67,721	$73,636	$74,318	$74,996	$77,033
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
20	$61,810	$67,721	$73,636	$74,318	$74,996	$77,033
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
21	$61,810	$67,721	$73,636	$74,318	$74,996	$77,033
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
22	$61,810	$67,721	$73,636	$74,318	$74,996	$77,033
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
23	$61,810	$67,721	$73,636	$74,318	$74,996	$77,033
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
24	$61,810	$67,721	$73,636	$74,318	$74,996	$77,033
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
25	$64,033	$70,545	$77,053	$77,783	$78,506	$80,680
Index	1.5871	1.7485	1.9098	1.9279	1.9458	1.9997
26	$64,033	$70,545	$77,053	$77,783	$78,506	$80,680
Index	1.5871	1.7485	1.9098	1.9279	1.9458	1.9997
27	$65,587	$72,462	$79,333	$80,079	$80,830	$83,073
Index	1.6256	1.7960	1.9663	1.9848	2.0034	2.0590
28	$67,144	$74,378	$81,612	$82,387	$83,158	$85,465
Index	1.6642	1.8435	2.0228	2.0420	2.0611	2.1183
29	$68,702	$76,295	$83,892	$84,687	$85,482	$87,862
Index	1.7028	1.8910	2.0793	2.0990	2.1187	2.1777
30	$68,702	$76,295	$83,892	$84,687	$85,482	$87,862
Index	1.7028	1.8910	2.0793	2.0990	2.1187	2.1777

(A) Longevity at the 17th and 19th year - the following longevity increments will be awarded
Bachelor $350
BA+15 $400
BA+30 hours and higher $450

(B) Horizontal movement on the salary schedule must be requested by the employee with verification of eligibility. This request shall be made prior to the August and January board meetings.

(C) Graduate hour accumulation resets upon completion of Master's degree. Employees may not skip columns.

Montpelier Exempted Village School
Salary Schedule
2025-2026

2.75% Increased to Base

Yrs.Exp.	B.A.	BA +15	BA+30	M.A.	M.A.+12 Hrs.	M.A.+24 Hrs.
0	$41,456	$42,940	$44,055	$44,449	$44,843	$46,024
Index	0.000	1.0358	1.0627	1.0722	1.0817	1.1102
1	$43,421	$44,909	$46,393	$46,812	$47,231	$48,478
Index	1.0474	1.0833	1.1191	1.1292	1.1393	1.1694
2	$45,021	$46,878	$48,735	$48,847	$49,618	$50,941
Index	1.0860	1.1308	1.1756	1.1783	1.1969	1.2288
3	$46,617	$48,847	$51,078	$51,542	$52,010	$53,399
Index	1.1245	1.1783	1.2321	1.2433	1.2546	1.2881
4	$48,213	$50,816	$53,416	$53,909	$54,398	$55,857
Index	1.1630	1.2258	1.2885	1.3004	1.3122	1.3474
5	$49,817	$52,790	$55,762	$56,272	$56,786	$58,320
Index	1.2017	1.2734	1.3451	1.3574	1.3698	1.4068
6	$51,413	$54,759	$58,100	$58,639	$59,174	$60,778
Index	1.2402	1.3209	1.4015	1.4145	1.4274	1.4661
7	$53,009	$56,724	$60,442	$61,002	$61,558	$63,232
Index	1.2787	1.3683	1.4580	1.4715	1.4849	1.5253
8	$54,605	$58,693	$62,781	$63,365	$63,945	$65,687
Index	1.3172	1.4158	1.5144	1.5285	1.5425	1.5845
9	$56,206	$60,666	$65,127	$65,732	$66,337	$68,149
Index	1.3558	1.4634	1.5710	1.5856	1.6002	1.6439
10	$57,802	$62,635	$67,465	$68,095	$68,725	$70,607
Index	1.3943	1.5109	1.6274	1.6426	1.6578	1.7032
11	$59,402	$64,605	$69,807	$70,458	$71,109	$73,062
Index	1.4329	1.5584	1.6839	1.6996	1.7153	1.7624
12	$61,002	$66,574	$72,150	$72,825	$73,501	$75,524
Index	1.4715	1.6059	1.7404	1.7567	1.7730	1.8218
13	$62,598	$68,543	$74,492	$75,188	$75,889	$77,982
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
14	$62,598	$68,543	$74,492	$75,188	$75,889	$77,982
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
15	$62,598	$68,543	$74,492	$75,188	$75,889	$77,982
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811
16	$62,598	$68,543	$74,492	$75,188	$75,889	$77,982
Index	1.5100	1.6534	1.7969	1.8137	1.8306	1.8811

Montpelier Exempted Village School
Salary Schedule
2025-2026

2.75% Increased to Base

Yrs.Exp.	B.A.	BA +15	BA+30	M.A.	M.A.+12 Hrs.	M.A.+24 Hrs.
17	$63,054	$69,065	$75,076	$75,773	$76,473	$78,567
Index	1.5210	1.6660	1.8110	1.8278	1.8447	1.8952
18	$63,054	$69,065	$75,076	$75,773	$76,473	$78,567
Index	1.5210	1.6660	1.8110	1.8278	1.8447	1.8952
19	$63,510	$69,583	$75,661	$76,361	$77,058	$79,151
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
20	$63,510	$69,583	$75,661	$76,361	$77,058	$79,151
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
21	$63,510	$69,583	$75,661	$76,361	$77,058	$79,151
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
22	$63,510	$69,583	$75,661	$76,361	$77,058	$79,151
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
23	$63,510	$69,583	$75,661	$76,361	$77,058	$79,151
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
24	$63,510	$69,583	$75,661	$76,361	$77,058	$79,151
Index	1.5320	1.6785	1.8251	1.8420	1.8588	1.9093
25	$65,794	$72,485	$79,172	$79,923	$80,665	$82,899
Index	1.5871	1.7485	1.9098	1.9279	1.9458	1.9997
26	$65,794	$72,485	$79,172	$79,923	$80,665	$82,899
Index	1.5871	1.7485	1.9098	1.9279	1.9458	1.9997
27	$67,390	$74,455	$81,514	$82,281	$83,052	$85,357
Index	1.6256	1.7960	1.9663	1.9848	2.0034	2.0590
28	$68,991	$76,424	$83,857	$84,653	$85,444	$87,816
Index	1.6642	1.8435	2.0228	2.0420	2.0611	2.1183
29	$70,591	$78,393	$86,199	$87,016	$87,832	$90,278
Index	1.7028	1.8910	2.0793	2.0990	2.1187	2.1777
30	$70,591	$78,393	$86,199	$87,016	$87,832	$90,278
Index	1.7028	1.8910	2.0793	2.0990	2.1187	2.1777

(A) Longevity at the 17th and 19th year - the following longevity increments will be awarded
Bachelor $350
BA+15 $400
BA+30 hours and higher $450

(B) Horizontal movement on the salary schedule must be requested by the employee with verification of eligibility. This request shall be made prior to the August and January board meetings.

(C) Graduate hour accumulation resets upon completion of Master's degree. Employees may not skip columns.

(D) For 2025-26 school year, restoration of one (1) step for those who were frozen during the 2012-13 school year.

XVIII. SUPPLEMENTAL SALARY SCHEDULE
Montpelier Extra Duty
2023-2024 Base = $39.171
2024-2025 Base = $40,346
2025-2026 Base = $41,456

	0-6 Years	7+ Years
Tier One Head Coach (Football, Boys Basketball, Girls Basketball, Baseball, Softball, Volleyball, Wrestling)	0.18	0.19
Tier Two Head Coach (Cross Country, Golf, Track, Cheerleading, and other athletic teams adopted by the Board of Education)	0.16	0.17
Tier One Assistant Coach (Football, Boys Basketball, Girls Basketball, Baseball, Softball, Volleyball, Wrestling)	0.14	0.15
Tier Two Assistant Coach (Cross Country, Golf, Track, Cheerleading, Weight Room Coordinator and other athletic teams adopted by the Board of Education)	0.12	0.13
Junior High Coach (Football, Volleyball, Cross Country, Golf, Boys Basketball, Girls Basketball, Wrestling, Track, Baseball, Softball, Cheerleading and other athletic teams adopted by the Board of Education)	0.095	0.105
Instrumental Music (Marching Band and Pep Band)	0.28	N/A
Vocal Music (Locomotion and Assistant Marching Band)	0.18	N/A
Musicals (5th Grade and High School)	0.195	N/A
Yearbook Advisor (.5 if a yearbook period is assigned during the day)	0.12	N/A
Tier One Academic Clubs (High School Student Council, Middle School Student Council, Robotics Club, Archery Club, LPDC Chair, Junior Class Advisor, Spanish Club)	0.052	N/A
Tier Two Academic Clubs (Senior Class Advisor, Quiz Bowl)	0.040	N/A
Tier Three Academic Clubs (Freshman Class Advisor, Sophomore Class Advisor, Right To Read Week, Science Olympiad, National Honor Society, Elementary Student Council, Spelling Bee)	0.028	N/A

Concession Stand Manager (Brown Road School, Baseball/Softball Complex/Superior Athletic Complex)-$4000

Summer School/Tutoring/Summer Kindergarten Screening/LPDC-$21/hour

Athletic Contest Manager-$75/contest

Entry Year Mentor Years One and Two-$750
Entry Year Mentor Years Three and Four (If Needed)-$200
Entry Year Teacher-$150
Entry Year District Mentor-$1500

Supplemental Salaries shall be paid in two installments:

½ of the salary when one-half of the contractual period is completed
½ of the salary when the contractual period had been completed.

The Board of Education reserves the right to add supplemental positions in addition to the above list that will be subject to negotiating at the conclusion of the current negotiated agreement.

ARTICLE XIX.
MODIFICATION OF AGREEMENT

A. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

B. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

ARTICLE XX.
NO STRIKE CLAUSE

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

ARTICLE XXI.
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE(S)

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

A. The Montpelier Local Professional Development Committee shall be composed of a majority of teachers who are selected by the Montpelier Education Association.

B. Any teacher who serves as a member of the Local Professional Development Committee shall receive release time for Local Professional Development Committee or shall receive $21.00 per hour for time spent on Local Professional Development Committee activities (up to a maximum of 20 hours per member).

ARTICLE XXII.
ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

A. The Association shall have the right to use school facilities for the purpose of a committee, general membership, or other similar meetings.

B. Use of teacher mailboxes to distribute notices, circulars, and other Association material.

C. At the first day of orientation meeting, the Association will be given the opportunity to address the staff at a time set aside for that purpose by the Superintendent.

ARTICLE XXIII.
CONTRACT DURATION STATEMENT

The provisions of this contract shall be in full force and effect commencing August 1, 2023, and extending through July 31, 2026.

For the Board

Mr. Nathan Rose, President

2/13/24
Date

Mrs. Carla J. Rice, CFO/Treasurer

2/13/24
Date

For the Association

Ms. Kendra Michaelis, President

2-13-24
Date

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form:
1. Superintendent
2. Supervisor
3. Association
4. Teacher

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

Date cause of grievance _____ Step of grievance _____

Statement of grievance: _____

_____

_____

_____

Relief Sought: _____

_____

_____

_____

Disposition to this step: _____

_____

_____

Disposition this step: _____

_____

_____

Signature: _____ Date: _____

Title: _____

Receipt of above form should be recorded at each step.

Delivered by: _____ Date: _____

Received by: _____ Date: _____

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Montpelier Exempted Village School District, Williams County, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2024-Fiscal Year 2026 under the attached Master Negotiated Agreement between the Montpelier Education Association and the Montpelier Board of Education have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Montpelier Exempted Village School District, Williams County, Ohio, and the Superintendent of the Montpelier Exempted Village School District, Williams County, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated February 13, 2024

Carla J. Rice
Treasurer, Montpelier Exempted Village School District, Montpelier, Ohio

Nathan Rose
President, Montpelier Exempted Village School District Board Of Education, Montpelier, Ohio

Dr. Jamison Grime
Superintendent, Montpelier Exempted Village School District, Montpelier, Ohio