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AGREEMENT

BETWEEN

THE
MISSISSINAWA VALLEY
BOARD OF EDUCATION

AND

THE
MISSISSINAWA VALLEY
CLASSROOM TEACHERS' ASSOCIATION

EFFECTIVE JULY 1, 2024

THROUGH

JUNE 30, 2027

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ARTICLE 1
GENERAL

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

1. The Mississinawa Valley Board of Education, hereinafter referred to as the "Board" has the final responsibility of establishing policies for the district.

2. The Superintendent and his/her staff have the responsibility of carrying out the policies established.

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

ARTICLE 2
RECOGNITION

The Association is hereby recognized as the sole and exclusive representative for the licensed instructional staff. The licensed instructional staff, as used herein, shall be limited to classroom teachers, electives teachers (art, music, physical education, etc.), school counselor(s), and licensed school nurse. This recognition shall exclude any person who serves in the capacity of Superintendent, Assistant Superintendent, Principal, ~~or~~ Assistant Principal, or any other individual employed by the board on an administrative contract pursuant to Ohio Revised Code 3319.02.

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 age, race, national origin, religion, gender, disability, political affiliation, veteran status 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 are public records and, as such, are subject to Ohio Revised Code 149.43. Teachers may periodically review their personnel files outside the employee’s normal working hours. The teacher may request another individual to be present during the review. The Superintendent, or designated representative, shall be present during such review.

C. When a principal or other Administrator finds it necessary to make a notation in an employee's file, which may reflect adversely upon the employee's conduct, service, character or personality, the employee shall be afforded an opportunity to read such notation. The employee shall acknowledge that s/he has read such notation by affixing his/her signature on the document filed. The employee also shall have the right to rebut such notation and his/her rebuttal shall be attached to the file copy.

D. Any disciplinary action older than five (5) years shall be deleted from the Personnel file.

ARTICLE 6
TRANSFERS, VACANCIES AND ASSIGNMENTS

A. Any request by an employee covered hereunder for a transfer to a different assignment shall be made in writing to the Superintendent on or before April 1 of each calendar year. Transfer requests shall set forth the reasons for requesting such a transfer.

B. Employees requesting transfers as provided for in this article, shall, upon request, be afforded the opportunity for an interview with the Superintendent or his/her designee.

C. Known vacancies for the succeeding school year shall be posted on appropriate bulletin boards during the month of March of each school year.

Vacancies during the school year shall be posted for a period of not less than seven (7) days.
All positions, including intervention positions and tutoring positions, shall be posted electronically and on the bulletin boards in both teachers' lounges and the mailroom in the office.

D. Assignments by the Superintendent to a position shall not be made in a capricious manner. Involuntary transfers/reassignments by the Superintendent shall be made only after a conference between the teacher, the principal and the Superintendent concerning the reasons for the transfer. Such involuntary transfers/reassignments by the Superintendent shall not be made in an arbitrary and capricious manner.

E. Summer Posting - During the summer months, information concerning vacancies shall be posted in the District's electronic folder and sent to the Association President(s).

F. Prior to July 1 of each year, the Superintendent or his/her designee shall give each teacher his/her tentative teaching assignment for the succeeding school year, if such tentative assignment is substantially different from his/her previous teaching assignment.

G. A vacancy shall exist when a bargaining unit member dies, resigns, retires, is non-renewed or terminated, is reassigned, is transferred, is promoted, or when a new position is created, or when the disability leave of an employee extends beyond one (1) year of its initiation. Only vacancies that have been determined to be filled shall be posted.

H. Any members of the bargaining unit who submits their unconditional resignation on or before February 28 for a resignation effective after the end of that school year, but before the start of the next school year shall receive a five hundred dollar ($500) 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 Ohio Revised Code 3319.17 make a reasonable reduction. In making such reduction, the Board will suspend teachers' contracts in accordance with the recommendations of the Superintendent, who shall within each teaching field affected, give preference to teachers on continuing contract and then to teachers who have higher evaluation ratings and then greater seniority (if the ratings are comparable). For the purpose of this section, a teacher's seniority is computed to the total number of years served in the district. For the purpose of this section, comparable evaluations shall be defined as "like" ratings (accomplished with accomplished, skilled with skilled, developing with developing and ineffective with ineffective). For the duration of this agreement, the district shall use only the teacher performance rating portion of the teacher evaluation when making employment decisions such as reduction in force.

Employees whose continuing contracts are suspended will have the right of restoration to continuing service status in order of higher evaluation ratings and then greater seniority of service in the district (if the ratings are comparable) 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 higher evaluation ratings and then greater seniority of service in the district (if the ratings are comparable) 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 for vacancies in areas for which they are certified/licensed, with teachers on a continuing contract being recalled first, then based on higher summative evaluation ratings and then seniority of service in the district if the ratings are comparable.

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 with Ohio Revised Code 3319.11 and 3319.16. Furthermore, when the Board has decided that a staff reduction is necessary but a specific teacher has demonstrated teaching deficiencies which warrant a non-renewal or termination, the staff reduction procedure of the Agreement shall not apply.

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

ARTICLE 8
TEACHER EVALUATION

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

1. Improving the quality of the instructional program and individual teacher performance.

2. Maintaining an accurate and objective record of each teacher's performance in order to assist in determinations involving teacher promotion, retention and contract status.

The Association and the Board agree to establish standing joint OTES 2.0 evaluation committee for the purpose of establishing and reviewing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district. The OTES 2.0 committee shall be composed of three association members appointed by the association president and three board-appointed representatives (administrators). Committee members shall be representative of elementary, middle, secondary, and electives areas and programs within the district whenever possible. All decisions of the committee shall be achieved by consensus.

<u>High - Quality Student Data (HQSD)</u>

High - Quality Student Data will be utilized as determined by the district committee in accordance with Ohio Department of Education guidelines.

The teacher will be notified as to what student assessments that measure mastery of the course content for the appropriate grade level, the data from which may be considered high - quality student data, no later than October 15th for the current school year. The high -quality student data shall include value-added progress dimensions, when applicable. The teacher shall submit at least

two measures of high – quality student data to provide evidence of student learning attributable to the teacher being evaluated.

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

It is agreed that any adjustments that need to be made in the state mandated evaluation process (OTES 2.0) shall be discussed and addressed by the OTES 2.0 committee. These changes shall be recognized in a Memorandum of Understanding to be agreed upon no later than September 15 of the current school year.

A. Credentialed Evaluators - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for the teacher. For the purpose of this article, each teacher subject to evaluation will be evaluated by a person who:

   1. Meets the eligibility requirements under Ohio Revised Code 3319.111 (D); and

   2. Holds a credential established by the Ohio Department of Education (ODE) for the teacher evaluation training and

   3. Has passed an online credentialing assessment.

B. The credentialed evaluator shall notify teachers who are to be evaluated during the current school year no later than October 15. The credentialed evaluator shall hold a meeting of those to be evaluated for the purpose of reviewing the evaluation form and the evaluation procedures. The evaluation procedure and forms shall be used uniformly throughout the district. It shall be the only procedure and forms used for evaluation of classroom performance Standard written evaluation procedure and forms to be utilized during the current year will be distributed to teachers no later than October 15.

C. Evaluations conducted under this Article shall be for the major purpose of assisting the teacher toward improved instruction.

D. When a credentialed evaluator deems that a teacher's performance is unsatisfactory and warrants action, the credentialed evaluator shall notify such teacher of his/her intent in writing. Such notification shall set forth the specific area(s) of alleged unsatisfactory performance. Following such notification, the credentialed evaluator and teacher shall meet to discuss remedial procedures.

E. Observations of the work performance of a teacher shall be conducted openly.

F. Within ten (10) workdays 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.

G. 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.

H. 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.

I. Teachers shall be permitted to affix comments to any evaluation or report on an observation prior to placement of the evaluation in the teacher's file. The evaluation instrument used by the Administration shall be jointly developed by the OTES 2.0 committee. 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. Guidance Counselors will be evaluated using the Ohio School Counselor Evaluation System.

K. 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.	Teacher shall complete self-assessment	Before first observation
3.	First (Holistic) Observation Completed	Before December 15th
4.	Professional Growth Plan Developed	Not more than ten (10) workdays following the formal (holistic) observation
5.	Second Observation Completed	Before April 30th

6. The final summative evaluation shall be completed by May 1st and the teacher shall receive a written copy of the summative evaluation no later than May 10th.

L. Schedule of Visitations

Each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) minutes each (one formal holistic observation and one formal focused observation) and classroom walkthroughs for the duration of five (5) to twenty (20) minutes by the evaluator.

Formal scheduled holistic observations will be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work to be observed. If a scheduled formal observation does not occur due to the teacher missing work on the scheduled day of the formal observation, it will be immediately reassigned by the evaluator. Formal observations will be followed by a conference

between the evaluator and the teacher that will occur no less than ten (10) school days after the formal observation in order to discuss performance, practices, and expectations, and to review and align such with the teacher's professional growth plan.

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. All subsequent observations will be unannounced.

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

Formal observations shall not be scheduled five (5) school days before or one (1) school day after any extended break unless mutually agreed upon by the teacher and credentialed evaluator. An extended break is defined as three or more consecutive week days inclusive of weekends when school is not in session. Calamity days are not considered an extended break.

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

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation once every three years so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan, provided, however, that a teacher who is on a limited one-year contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and shall receive at least three (3) formal observations.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Skilled" on the teacher's most recent evaluation once every two years so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan, provided, however, that a teacher who is on a limited one-year contract or in the last year of a multi-year limited contract and who the employer intends to recommend for non-renewal shall be evaluated each school year and shall receive at least three (3) formal observations.

Beginning with the 2021-2022 school year, each teacher must develop either a Professional Growth Plan or Improvement Plan in accordance with the OTES 2.0 Framework established by the Ohio Department of Education. All teachers, regardless of their contract status, will complete professional goal setting, choosing one or more goals in one of the domains. Teachers do not have to complete a goal for each domain. Teachers will provide physical evidence, such as photographs, certificates, journals, reflective summaries, etc. to support the completion of the goals.

Whenever a bargaining unit member's performance is less than Skilled, reasonable effort by the bargaining unit member's credentialed evaluator must be made to aid the bargaining unit member in correcting whatever appears to be the area(s) of deficiency. These areas are to be enumerated in writing on the evaluation instrument. Reasonable effort shall mean providing suggestions (may include but are not limited to approved courses, workshops, visits to effective teachers, reading & discussing, and reflecting on relevant literature, etc.) for improvement in each area of deficiency and providing documented assistance in implementing these suggestions.

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

Teacher Performance is the assessment of a teacher's performance, resulting in a rating. The performance shall be based on the factors outlined in the Teacher Evaluation Performance Rubric. The teacher performance dimension is based on direct observations and walkthroughs of classroom performance and other areas of the rubric that are performed by a credentialed evaluator.

A Holistic Evaluation Rating is the final, summative performance evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this Agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

The evaluation cycle is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance ratings resulting from performance assessments and teacher self-evaluations that are conducted for the current school year are used to assign an evaluation rating.

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

N. <u>Due Process</u>

A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically

require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

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

O. The Board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

1. The teacher was on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board.

2. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first (1st) day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

3. The teacher who is participating in the teacher residency program established under Ohio Revised Code 3319.223, for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators, shall not be required to be evaluated under Ohio Revised Code 3319.111.

4. Any teacher meeting criteria mentioned above will still be required to have one observation, and one post-observation conference

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

ARTICLE 9
SAVINGS CLAUSE

A. The Collective Bargaining Agreement (CBA) supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Ohio Revised Code 4117.10[A]), and all policies, rules and regulations of the employer not in conflict with this Agreement.

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. Salary placement for all teachers shall be in accordance with their education, teaching experience and military service. When initially placing teachers, the Board shall recognize up to ten (10) years of public school teaching experience and up to five (5) years of military experience. This provision is effective with the ratification of this Contract, and shall be of no effect for anyone previously or currently employed.

C. Salary adjustments for additional education will be made upon presentation of transcripts and other required documentation to the Board Treasurer.

Transcripts must be submitted by the 15th of any month in order to appear on the Board agenda the following month. If the request is granted, the employee's new salary amount would begin on the day following the board meeting.

Any request not submitted by the 15th of the month shall not be considered until the meeting following the next deadline. (Ex. Transcripts submitted on January 16th would appear of the MARCH board agenda, rather than February.)

D. 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 full-time employees covered hereunder shall be eligible to receive up to three (3) non-cumulative days of personal leave each school year without loss of salary. Said days may be taken on consecutive days.

B. No Charge Against Accrued Sick Leave

The personal leave days granted under the provisions above shall be in addition to an earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may have accrued.

C. Any unused personal leave day shall not be carried as an accumulation beyond the school year in which it was earned.

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

E. Use of Personal Leave

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

F. Application for Personal Leave

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

G. Restrictions on the Use of Personal Leave

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

1. During the ten (10) school days immediately prior and the ten (10) school days after the opening or closing days of any school year, except in an emergency.

2. When ten percent (10%) of the total staff on any given date is absent unless extenuating circumstances (to include the availability of substitute teachers) merit approval by the Superintendent. Leave request hereunder shall not be unreasonably denied.

H. Once in a Lifetime Extended Leave

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

1. Only two (2) persons per year are eligible.

2. Extended leave requests for the current year must be turned in to the Superintendent prior to October 1.

3. If more than two requests are submitted prior to the deadline, persons with the most Mississinawa Valley seniority will take precedence.

4. If less than two requests are submitted prior to the deadline, requests will be granted on a first come, first served basis.

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

I. Personal Leave Pool

1. The purpose of this pool shall be to provide a staff member paid leave for catastrophic illness or injury to themselves, their spouse, or dependents when their sick leave and other paid leaves have been exhausted.

2. A staff member requesting donation for themselves or another staff member shall make application in writing to the Superintendent who will distribute a request form to all certified staff members.

3. All staff members have the option of donating all or a portion of their unused personal leave in full day increments to the staff member needing it. Days will be used with those donating one (1) day first, prior to using leave of those who donated the second day which will be used prior to those donating the third day. Unused days will be returned to the staff members donating.

4. Donated and used personal leave days will not be repaid by the staff member using it.

5. Donated personal leave days will be considered used personal leave and count as such for the purpose of the attendance incentives provided at year end.

6. In the event of more than one catastrophic illness in a given year, employees may donate one sick day per year providing all personal leave has been either used or donated.

7. Leave will only be accepted from the bargaining unit of the person requesting leave. Certified personal leave will only be accepted for certified employees.

ARTICLE 13
SICK LEAVE

A. Accumulation

A full-time employee shall be entitled to one and one-fourth (1&1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred forty (240) work days. Part-time employees shall have a pro-rated portion of the above benefits.

B. Uses of Sick Leave

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

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

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

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

C. Responsibility

All employees shall be responsible for notifying their building principal via KIOSK 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 Ohio Revised Code 3319.141.

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 Ohio Revised Code 3319.141. Said advance shall be charged against the sick leave s/he subsequently accumulates. No benefit shall be paid hereunder unless the employee is physically able to earn subsequent sick leave credits.

F. Emergency Closings

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

G. Compensation for Attendance Incentive

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

$350 = 0 absences except for professional days
$250 = 1 or less day's absence except for professional days
$150 = 2 or less day's absence except for professional days

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

$225 = 0 Personal days taken
$150 = 1 Or less personal days taken (0<#of personal days≤ 1)
$75 = 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:

1. Accumulated sick leave balance is ten (10) days or less;
2. appropriate documentation of the catastrophic illness shall be submitted to the Superintendent along with the request for the additional day(s); and
3. the additional sick leave days shall be used in accordance with the "immediate family" as defined in Section B1 of this Article (if applicable).

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

ARTICLE 14
MILITARY LEAVE

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

ARTICLE 15
ASSAULT LEAVE

In accordance with Ohio Revised Code 3319.143 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 regular instructional duties or coaching extra-curricular 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 $75.00 per night. Employees are encouraged to share accommodations whenever possible.

3. Meals - Not to exceed $25.00 per day for an overnight trip only.

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. The teacher workday is from 7:45 AM. to 3:00 PM.

Teachers shall be required to attend the monthly faculty meeting on a workday determined by the respective Building Principal. Such meeting shall begin no later than 3:05 PM. In the event the meeting extends beyond 4:00 PM, continued attendance is optional

While scheduling shall be done by the appropriate Principal, it is understood that employees covered hereunder shall be responsible for their usual and customary responsibilities of co-curricular assignments, meetings, outside events, etc., beyond normal teaching hours.

Part-time hours of work will be equivalent to:

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

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

Hours of work can be reopened on a yearly basis.

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

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

Any day school is closed by the administration due to snow, or other inclement weather, calamity, or energy reasons, teachers shall not be required to report to their buildings. Teachers shall be paid for all days schools are closed for weather, calamity or energy reasons and shall be required to make up calamity days that are in excess of six (6) days.

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. This does not apply to teachers on an improvement plan.

C. Labor/Management Committee

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

D. Substitutes

Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. A teacher shall not be required to cover an additional class unless the Superintendent and/or Principal deem it necessary after making a reasonable effort to acquire adequate substitutes. When deemed necessary, the teacher shall be compensated for the loss of their contractual conference/planning time at a rate of $10.00 per occurrence so long as the required documentation is submitted to the building principal at the end of the contractual day on which the loss of conference time occurred.

E. Extra-Curricular Attendance

The Board and the Association understand the importance of teachers being visible in the community and at various co-curricular and extra-curricular events hosted by the district. Teachers are encouraged and expected to make an effort to attend events both at the school and at other venues.

ARTICLE 20
CONTRACTS

A. Regular Contracts

All teachers employed by the Board shall be issued written contracts in accordance with Ohio Revised Code 3319.08. 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. The Board is not responsible to maintain records or track eligibility for employees.

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:

1. For teachers initially licensed prior to January 1, 2011, the licensure requirement is met if the teachers:

    (a) holds a professional, permanent, or life certificate (issued under prior law) or a professional, senior professional, or lead professional educator license, and

    (b) has completed either of the following:

        (i) if a master's degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license or the equivalent of six (6) combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours; or

        (ii) if no master's degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and professional growth activities as approved by the LPDC equal to thirty (30) semester hours.

2. For teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher:

    (a) holds a professional, senior professional; or
        (i) lead professional license.

    (b) has held an educator's license for seven (7) years; and

    (c) has completed either of the following:

        (i) if the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license; or

(ii) if the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) 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.

C. Supplemental Contracts

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

D. Termination and Non-Renewal

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

E. Retire/Rehire

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

1. Re-Employment. The parties are committed to recruiting and hiring the best qualified applicant to fill vacancies. Rehire of retired staff members is not automatic. Retired staff members must apply for each vacancy for which they wish to be considered.

2. Break in Service and Seniority. Retirement of a staff member from the District will be considered a break in service, and a staff member who is later rehired will be considered a newly hired staff member. Such a staff member will not acquire seniority, and will not have recall rights in the event the staff member is subject to a reduction in force.

3. Placement on Salary Schedule. A retired employee who is hired or rehired will be paid at a rate of no higher than step nine (9) years of experience. This provision expressly supersedes Ohio Revised~~.~~ Code 3317.13 and other applicable laws.

4. Sick Leave. A staff member who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave,

and will accrue and accumulate sick leave in accordance with the provisions in the negotiated agreements. The Board may advance a re-employed staff member up to five (5) days of sick leave. Such a staff member is not eligible to convert sick leave to severance pay upon subsequent retirement. In addition, such a staff member is not eligible for the retirement incentive pursuant to negotiated agreement. This provision expressly supersedes Ohio Revised Code 124.93 and all other applicable laws.

5. Insurance Benefits. A staff member who retires and is subsequently reemployed by the Board will be eligible for any of the insurance plans offered by the Board.

6. Following the STRS/SERS Statutes (Ohio Revised Code 3307.353 and 3309.345) require the Mississinawa Valley Local Board of Education seeking to hire a retiree to the same position to notify the public sixty (60) days prior to the re- employment and follow the statute rules and regulations.

7. Contract.

   a. A retired staff member who is hired or rehired will be employed on a limited contract for a term not to exceed one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the staff member, or without the necessity of Board action. Such staff member shall not be deemed reemployed when notice of non-renewal is not given. Any further employment of the staff member will be pursuant to the negotiated agreements. This provision expressly supersedes Ohio Revised Code 3319.11 and all other applicable laws.

   b. A retiree will not be eligible for a continuing contract. This provision expressly supersedes Ohio Revised Code 3319.08 and all other applicable laws.

ARTICLE 21
SICK LEAVE CONVERSION

A. General

Pursuant to Ohio Revised Code 124.391 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 Ohio Revised Code;

3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Ohio Revised Code and has had an application approved by the applicable Retirement System; and

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 forty (240) 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 sixty (60) days.

D. Deceased Employee

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

E. Miscellaneous

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

ARTICLE 22
COMMUNITY/PARENT COMPLAINTS

Community and school relations shall ideally reflect the attitude of mutual concern and cooperation in the constant attempt to provide the best learning situation for the students. However, complaints and misunderstandings are inevitable.

It is deemed most desirable that initial attempts to settle concerns/complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal and other appropriate staff personnel.

Formal complaints against teachers shall be handled as follows:

A. If not resolved at the informal level, the complaint must be put in writing. No official action can take place until the formal process is followed.

B. The building principal will inform the teacher of the complaint directed toward him/her. The principal will hold a fact-finding meeting with the teacher.

C. A meeting of the teacher, principal, and the complainant shall be attempted at a mutually convenient time to discuss the complaint. If the complainant refuses the meeting, it shall be noted by the principal. The teacher shall not be denied the right to attend the meeting but may be advised of possible confrontation and waive the right to appear.

D. If the complaint is not resolved at that level, it may be appealed to the Superintendent of Schools or his representative.

E. If it still unresolved, the complainant may appeal to the Board of Education. However, the teacher must be so informed and have the opportunity to be present before the complaint is heard by the board.

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. Preschool teachers will follow any federal or state laws for scheduling of their planning time.

B. Each full-time secondary teacher shall have a daily minimum preparation/conference time of one (1) period for each day of work.

C. Part-time teachers shall have a daily preparation/conference time pro-rated according to their contract day.

D. No planned in-services or staff meetings will be scheduled during these times:

1. Two (2) hours between student dismissal and parent-teacher conferences during spring conferences.

2. Two (2) hours after student dismissal on the last student day of school.

ARTICLE 24
ASSOCIATION BUSINESS

A. Association Activity

The Association may schedule the use of school buildings for professional meetings subject to the same rules and regulations governing the use of the buildings by other organizations,

except that the usual rental fee will be waived. The use of a building for profit by the Association will cause the rental fee to be invoked.

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

B. Continuing Membership

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

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

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

C. Co-Presidents

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

D. Association

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

ARTICLE 25
INSURANCE

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

ARTICLE 26
STRS PICK-UP

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

A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.

B. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to the reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

D. Such salary reduction shall be considered when combined with actual salary to not result in a salary, which is less than the salary available under the State minimum salary schedule.

E. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities s/he has in order to be in compliance with IRS laws and regulations.

F. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.

G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the board in compliance with provisions of the Article.

ARTICLE 27
MISCELLANEOUS

A. 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.

B. Calendar Committee

The Board of Education and its respective bargaining units, The Mississinawa Valley Classroom Teachers' Association (MVCTA) and the Mississinawa Valley Classified Employees Association (MVCEA), hereby agree the MVCTA shall appoint two (2) representatives and the MVCEA shall appoint one (1) representative to serve on the District Calendar Committee that will be chaired by the District Superintendent. The committee will develop at least two options for all members of both bargaining units to vote upon. The option that wins will be forwarded to the Board of Education for consideration.

C. 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 receive 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 April 15 at the end of the school year in which the money is budgeted.

D. Tuition Reimbursement

The Board will appropriate for tuition reimbursement purposes a maximum of $15,000. If the amount of valid tuition reimbursement requests exceeds this amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours District wide for which reimbursement is requested.

Procedure:

1. Applications must be pre-approved by the Superintendent or designee before the first class session is held.

2. Transcripts must be submitted indicating successful completion with a minimum grade of "B" for each class.

3. The teacher must be employed by Mississinawa Valley Local School District at the time of reimbursement.

4. The amount in the tuition reimbursement program will be divided equally by the total approved semester hours of all bargaining unit members.

   Example: Ten (10) members submit a total of fifty (50) approved semester hours. Each member will be reimbursed $300 per semester hour ($15,000/50 = $300).

5. Reimbursement will be approved for classes related to employee's current teaching assignment, current area(s) of teaching ~~certification~~/licensure, approved LPDC, or for obtaining additional educationally related coursework.

6. Reimbursement will not exceed employee cost of tuition. Reimbursement checks will be issued upon receipt of paid tuition statement(s) and transcript(s) as per time line.

7. Part-time bargaining unit members will be reimbursed at a rate of 50% of the full-time employee rate.

8. Any unused money from the Tuition Reimbursement will be carried over to the following year's pool with a $15,000 cap.

9. Employees who begin employment at Mississinawa Valley without the proper certification/licensure for their position are not eligible to receive tuition reimbursement while working on said certificate/license.

10. Employees with less than ten (10) years of service at Mississinawa Valley who receive tuition reimbursement must remain employed as a teacher at Mississinawa Valley for a minimum of two (2) years following the school year of receipt of tuition reimbursement, or must repay the tuition reimbursement so received. The repayment only applies to those who voluntarily leave employment. The Superintendent can waive this requirement in his/her discretion.

    Any tuition reimbursement that is later subject to any type of loan forgiveness must be repaid to the district.

    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. Failure to submit an official transcript by this date will result in no reimbursement.
3. Reimbursement will be paid by the first day in December.
4. Reimbursement will be paid on the number of semester hours successfully completed.

E. Payroll

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

F. Background Checks

In accordance with State law, the Board of Education requires a criminal background check of each applicant the Superintendent recommends for employment on the District's professional staff as well as for current licensed employees on a periodic basis.

The Board authorizes the Darke County Educational Service Center to undertake the criminal history check for individuals the Board may employ as well as those currently employed.

Those individuals in need of a background check will be directed by the Superintendent's office to the Darke County Educational Service Center with the proper form(s) and authorization. Background checks conducted in this manner are directly billed to the district. Any individual who submits to a background check without prior authorization will be responsible for the cost of the background check.

G. Resident Educator Program

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

H. Professional Development Stipend

The District will provide each teacher with the opportunity for meaningful, individualized professional development at a conference or training selected in consultation with the respective building principal and which ties to the goals of their individual professional growth plan or improvement plan. The District will provide for each staff member up to five hundred dollars ($500) for the cost of registration, accommodations, and mileage to and from for each year of this agreement.

I. College Credit Plus

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

J. District Leadership Teams Configuration

1. DLT members will serve a four (4) year term.
2. In the event that the DLT meets less than five (5) times in a school year, that particular year shall not be counted in the schedule below.
3. At all times there should be three (3) elementary teachers, three (3) JH/HS teachers, one (1), Specials/Elective teacher, and one (1) Intervention Specialist on the DLT to represent district staff.
4. Beginning with the 2026-2027 school year, the District Leadership Team rotation shall be as follows:

Year One (1)	One (1) Elementary Teacher and one (1) JH/HS Teacher will rotate off and new will rotate on,
Year Two (2)	One (1) Elementary Teacher and one (1) JH/HS Teacher will rotate off and new will rotate on,
Year Three (3)	One (1) Elementary Teacher and one (1) JH/HS Teacher will rotate off and new will rotate on, and
Year Four (4)	One (1) Specials/Elective Teacher and one (1) Intervention Specialist JH/HS Teacher will rotate off and new will rotate on.

5. Any member of the team wishing to step down may do so at the April meeting so he or she may be replaced prior to the following year.
6. Administration reserves the right to remove members from the leadership team.

K. Academic Distress

As required by Ohio Revised Code 3302.10(P), the parties incorporate into this contract the provisions of Ohio Revised Code 3302.10 regarding academic distress commissions.

ARTICLE 28
NEGOTIATIONS PROCEDURE

A. Statement of Principles

1. The Board and the MVCTA agree that the purpose of the procedures established in this Agreement is to promote harmonious and cooperative relationships between the Board and members of the bargaining unit and to protect the welfare of the Mississinawa Valley school children by assuring orderly and uninterrupted operation of the public school system. For and in aid of that purpose, the principles stated in succeeding sections of this article shall govern the interpretation and application of the remaining provisions of this Agreement and the procedures set forth therein.

2. Representatives of the Board and the MVCTA shall participate in negotiations freely without fear of penalty, reprisal, or recrimination. No penalty nor threat nor implication thereof shall attach to negotiation participation nor to failure to reach

agreement in the course of negotiations, provided, however, this shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

B. Subjects of Negotiation

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

C. Requests for Negotiation

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

D. Negotiation Meetings

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

E. Representation

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

F. Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals.

Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

G. Agreement

1. Tentative agreement reached on items shall be reduced to writing and initialed by the designated representatives of each party. Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the MVCTA for approval, and all of the MVCTA's designated representatives shall recommend and urge approval. Upon approval by the bargaining unit represented by the MVCTA, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall be incorporated into the Master Agreement between the Board and the MVCTA and constitutes a revision of Board policy.

2. The revised Master Agreement shall be signed on behalf of the parties, and within sixty (60) days hard copies of same shall be distributed by the Association to all persons represented by the MVCTA. The copies of the Master Agreement referred to above shall be prepared by the Association (i.e. the Association shall type the document). The Association shall provide a copy of the Agreement to each teacher covered hereunder. Duplicating equipment owned and or leased by the Board and paper purchased by the Board may be used by the Association to produce hard copies of the agreement.

H. Impasse Procedure

1. In the event either of the parties declares impasse or in the event agreement is not reached on all items submitted for negotiations, a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

2. Whenever possible, mediation sessions shall be scheduled at times when school is not in session. Should it become necessary, however, to conduct such meetings during normal school hours, up to four (4) MVCTA bargaining team members (and an OEA representative) who participate in the mediation session(s) shall be permitted to do so without loss of pay.

3. Should the parties be unable to reach agreement as the result of the mediation process as defined in 8 (A) as listed above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided however that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.

4. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in Ohio Revised Code 4117.14.

ARTICLE 29
STAFF DEVELOPMENT

Each teacher will be required to complete staff development during the year. This requirement will be met by staff completing all required courses through PublicSchoolWORKS on an annual basis. Courses should be completed during non-contract hours. Staff is compensated for this time by not being required to report on the teacher workday scheduled annually on a Friday in October or November and known as WORKS Day.

Teachers who fail to complete all required courses through PublicSchoolWORKS by the published deadline shall be charged for a Personal Day on WORKS Day.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 through June 30, 2027.

ADDENDUM A1

MISSISSINAWA VALLEY LOCAL SCHOOLS

SY 2024-2025 CERTIFIED SALARY SCHEDULE – 5% INCREASE

Step	ND	BA	BA+150	MA	MA+20
0	36,583	**42,297**	44,412	48,642	50,756
	0.86490	1.00000	1.05000	1.15000	1.20000
1	38,067	46,104	48,007	50,756	52,871
	0.90000	1.09000	1.13500	1.20000	1.25000
2	39,543	47,796	49,910	52,871	54,986
	0.93490	1.13000	1.18000	1.25000	1.30000
3	41,028	49,487	51,814	54,986	57,101
	0.97000	1.17000	1.22500	1.30000	1.35000
4	42,504	51,179	53,717	57,101	59,216
	1.00490	1.21000	1.27000	1.35000	1.40000
5	43,989	52,871	55,621	59,216	61,331
	1.04000	1.25000	1.31500	1.40000	1.45000
6		54,563	57,524	61,331	63,446
		1.29000	1.36000	1.45000	1.50000
7		56,255	59,427	63,446	65,560
		1.33000	1.40500	1.50000	1.55000
8		57,947	61,331	65,560	67,675
		1.37000	1.45000	1.55000	1.60000
9		59,639	63,234	67,675	69,790
		1.41000	1.49500	1.60000	1.65000
10		61,331	65,137	69,790	71,905
		1.45000	1.54000	1.65000	1.70000
11		63,023	67,041	71,905	74,020
		1.49000	1.58500	1.70000	1.75000
12		64,714	68,944	74,020	76,135
		1.53000	1.63000	1.75000	1.80000
13		66,406	70,847	76,135	78,249
		1.57000	1.67500	1.80000	1.85000
14		67,252	72,116	77,404	79,518
		1.59000	1.70500	1.83000	1.88000
15		68,098	72,751	78,249	80,364
		1.61000	1.72000	1.85000	1.90000
17		68,521	73,174	78,884	80,999
		1.62000	1.73000	1.86500	1.91500
20		68,944	73,808	79,518	81,422
		1.63000	1.74500	1.88000	1.92500
25		69,790	74,654	80,364	82,479
		1.65000	1.76500	1.90000	1.95000
30		70,509	75,401	81,168	83,304
		1.66700	1.78265	1.91900	1.96950

ADDENDUM A2

MISSISSINAWA VALLEY LOCAL SCHOOLS

SY 2025-2026 CERTIFIED SALARY SCHEDULE - 4% INCREASE

Step	ND	BA	BA+150	MA	MA+20
0	38,046	**43,989**	46,188	50,587	52,787
	0.86490	1.00000	1.05000	1.15000	1.20000
1	39,590	47,948	49,928	52,787	54,986
	0.90000	1.09000	1.13500	1.20000	1.25000
2	41,125	49,708	51,907	54,986	57,186
	0.93490	1.13000	1.18000	1.25000	1.30000
3	42,669	51,467	53,887	57,186	59,385
	0.97000	1.17000	1.22500	1.30000	1.35000
4	44,205	53,227	55,866	59,385	61,585
	1.00490	1.21000	1.27000	1.35000	1.40000
5	45,749	54,986	57,846	61,585	63,784
	1.04000	1.25000	1.31500	1.40000	1.45000
6		56,746	59,825	63,784	65,984
		1.29000	1.36000	1.45000	1.50000
7		58,505	61,805	65,984	68,183
		1.33000	1.40500	1.50000	1.55000
8		60,265	63,784	68,183	70,382
		1.37000	1.45000	1.55000	1.60000
9		62,024	65,764	70,382	72,582
		1.41000	1.49500	1.60000	1.65000
10		63,784	67,743	72,582	74,781
		1.45000	1.54000	1.65000	1.70000
11		65,544	69,723	74,781	76,981
		1.49000	1.58500	1.70000	1.75000
12		67,303	71,702	76,981	79,180
		1.53000	1.63000	1.75000	1.80000
13		69,063	73,682	79,180	81,380
		1.57000	1.67500	1.80000	1.85000
14		69,943	75,001	80,500	82,699
		1.59000	1.70500	1.83000	1.88000
15		70,822	75,661	81,380	83,579
		1.61000	1.72000	1.85000	1.90000
17		71,262	76,101	82,039	84,239
		1.62000	1.73000	1.86500	1.91500
20		71,702	76,761	82,699	84,679
		1.63000	1.74500	1.88000	1.92500
25		72,582	77,641	83,579	85,779
		1.65000	1.76500	1.90000	1.95000
30		73,330	78,417	84,415	86,636
		1.66700	1.78265	1.91900	1.96950

ADDENDUM A3

MISSISSINAWA VALLEY LOCAL SCHOOLS

SY 2026-2027 CERTIFIED SALARY SCHEDULE – 4 % INCREASE

Step	ND	BA	BA+150	MA	MA+20
0	39,568	**45,749**	48,036	52,611	54,899
	0.86490	1.00000	1.05000	1.15000	1.20000
1	41,174	49,866	51,925	54,899	57,186
	0.90000	1.09000	1.13500	1.20000	1.25000
2	42,771	51,696	53,984	57,186	59,474
	0.93490	1.13000	1.18000	1.25000	1.30000
3	44,377	53,526	56,043	59,474	61,761
	0.97000	1.17000	1.22500	1.30000	1.35000
4	45,973	55,356	58,101	61,761	64,049
	1.00490	1.21000	1.27000	1.35000	1.40000
5	47,579	57,186	60,160	64,049	66,336
	1.04000	1.25000	1.31500	1.40000	1.45000
6		59,016	62,219	66,336	68,624
		1.29000	1.36000	1.45000	1.50000
7		60,846	64,277	68,624	70,911
		1.33000	1.40500	1.50000	1.55000
8		62,676	66,336	70,911	73,198
		1.37000	1.45000	1.55000	1.60000
9		64,506	68,395	73,198	75,486
		1.41000	1.49500	1.60000	1.65000
10		66,336	70,453	75,486	77,773
		1.45000	1.54000	1.65000	1.70000
11		68,166	72,512	77,773	80,061
		1.49000	1.58500	1.70000	1.75000
12		69,996	74,571	80,061	82,348
		1.53000	1.63000	1.75000	1.80000
13		71,826	76,630	82,348	84,636
		1.57000	1.67500	1.80000	1.85000
14		72,741	78,002	83,721	86,008
		1.59000	1.70500	1.83000	1.88000
15		73,656	78,688	84,636	86,923
		1.61000	1.72000	1.85000	1.90000
17		74,113	79,146	85,322	87,609
		1.62000	1.73000	1.86500	1.91500
20		74,571	79,832	86,008	88,067
		1.63000	1.74500	1.88000	1.92500
25		75,486	80,747	86,923	89,211
		1.65000	1.76500	1.90000	1.95000
30		76,264	81,554	87,792	90,103
		1.66700	1.78265	1.91900	1.96950

ADDENDUM B - CO-CURRICULAR POSITION PLACEMENT

Level I

High School Boys' Basketball Concession Stand Supervisor
Junior High Class Field Trip Coordinator
Senior Class Advisor

Level II

High School Student Council Advisor
Junior Class Advisor

Level III

High School Scholastic Bowl Advisor
High School Yearbook Advisor
Junior High Student Council Advisor
National Honor Society Advisor
Sophomore Class Advisor
Freshman Class Advisor
High School Drama Director

Level IV

Elementary School Student Council Advisor

Level V

Art Club Advisor
Foreign Language Club Advisor
Future Teachers of America Advisor
Science Club Advisor
SADD Advisor

Saturday School Supervisor	$14.00 per hour
Administrative Detention Supervisor	$14.00 per hour
Tutoring (outside school regular school hours)	$20.00 per hour
Intervention Stipend (outside regular school hours)	$20.00 per hour
Core IAT Members (outside regular school hours)	$17.00 per hour
Mentor Teachers	$150 stipend paid the first pay in June
Tutoring (outside regular school hours)	$ TBD by Non-General Fund Grant
Intervention Stipend (outside regular school hours)	$ TBD by Non-General Fund Grant

Co-Curricular positions held by certified/licensed staff shall be paid in twenty (20) pay periods with the last pay not to exceed June 30.

ADDENDUM C1 – 2024-2025 SUPPLEMENTAL SALARY SCHEDULE

Percentage of BA Step 0 Salary for the Applicable School Year

# Years of Experience	0-1 Year	2-4 Years	5-7 Years	8-9 Years	10+ Years
Level I	5.00%	5.25%	5.50%	5.75%	6.00%
Level II	4.00%	4.25%	4.50%	4.75%	5.00%
Level III	3.00%	3.25%	3.50%	3.75%	4.00%
Level IV	2.00%	2.25%	2.50%	2.75%	3.00%
Level V	1.00%	1.25%	1.50%	1.75%	2.00%

School Year 2024-2025

BA Step 0 **42,297**

# Years of Experience	0 - 1	2 - 4	5 - 7	8 - 9	10+
Level I	2,115	2,221	2,326	2,432	2,538
	5.00%	5.25%	5.50%	5.75%	6.00%
Level II	1,692	1,798	1,903	2,009	2,115
	4.00%	4.25%	4.50%	4.75%	5.00%
Level III	1,269	1,375	1,480	1,586	1,692
	3.00%	3.25%	3.50%	3.75%	4.00%
Level IV	846	952	1,057	1,163	1,269
	2.00%	2.25%	2.50%	2.75%	3.00%
Level V	423	529	634	740	846
	1.00%	1.25%	1.50%	1.75%	2.00%

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

ADDENDUM C2 – 2025-2026 SUPPLEMENTAL SALARY SCHEDULE

Percentage of BA Step 0 Salary for the Applicable School Year

# Years of Experience	0-1 Year	2-4 Years	5-7 Years	8-9 Years	10+ Years
Level I	5.00%	5.25%	5.50%	5.75%	6.00%
Level II	4.00%	4.25%	4.50%	4.75%	5.00%
Level III	3.00%	3.25%	3.50%	3.75%	4.00%
Level IV	2.00%	2.25%	2.50%	2.75%	3.00%
Level V	1.00%	1.25%	1.50%	1.75%	2.00%

School Year 2025-2026

BA Step 0 **43,989**

# Years of Experience	0 - 1	2 - 4	5 - 7	8 - 9	10+
Level I	2,199	2,309	2,419	2,529	2,639
	5.00%	5.25%	5.50%	5.75%	6.00%
Level II	1,760	1,870	1,980	2,089	2,199
	4.00%	4.25%	4.50%	4.75%	5.00%
Level III	1,320	1,430	1,540	1,650	1,760
	3.00%	3.25%	3.50%	3.75%	4.00%
Level IV	880	990	1,100	1,210	1,320
	2.00%	2.25%	2.50%	2.75%	3.00%
Level V	440	550	660	770	880
	1.00%	1.25%	1.50%	1.75%	2.00%

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

ADDENDUM C3 – 2026-2027 SUPPLEMENTAL SALARY SCHEDULE

Percentage of BA Step 0 Salary for the Applicable School Year

# Years of Experience	0-1 Year	2-4 Years	5-7 Years	8-9 Years	10+ Years
Level I	5.00%	5.25%	5.50%	5.75%	6.00%
Level II	4.00%	4.25%	4.50%	4.75%	5.00%
Level III	3.00%	3.25%	3.50%	3.75%	4.00%
Level IV	2.00%	2.25%	2.50%	2.75%	3.00%
Level V	1.00%	1.25%	1.50%	1.75%	2.00%

School Year 2026-2027

BA Step 0 **45,749**

# Years of Experience	0 - 1	2 - 4	5 - 7	8 - 9	10+
Level I	2,287	2,402	2,516	2,631	2,745
	5.00%	5.25%	5.50%	5.75%	6.00%
Level II	1,830	1,944	2,059	2,173	2,287
	4.00%	4.25%	4.50%	4.75%	5.00%
Level III	1,372	1,487	1,601	1,716	1,830
	3.00%	3.25%	3.50%	3.75%	4.00%
Level IV	915	1,029	1,144	1,258	1,372
	2.00%	2.25%	2.50%	2.75%	3.00%
Level V	457	572	686	801	915
	1.00%	1.25%	1.50%	1.75%	2.00%

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

ADDENDUM D - INSURANCE

A. Medical Insurance

1. The Board shall pay 90% of the cost of the single protection medical plan for its full-time certified employees or 80% of the cost of family coverage per full-time employee for the Core Plan. Employees who are less than full-time will be provided insurance benefits on a prorated basis (the Board shall pay 70% of a single plan or 55% of a family plan).

   When spouses are both full-time employees of the Board, the Board shall contribute 100% of the cost of family coverage. Any employee who does not subscribe to the Board's contracted medical insurance plan during the school year will be paid the sum of $2,000.00 at the end of that calendar year. If insurance status changes during the course of the year, insurance reimbursement will be on a prorated basis.

2. Insurance benefits herein described shall be subject to coordination of benefits and other insurance provisions in accordance with the terms of the master agreement(s) between the insurance carrier(s) and the Board.

3. If an employee or dependent covered by the provisions of this Article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier or its assignee shall be subrogated to all the covered person's rights of recovery against said third party to the extent of any and all payments made hereunder to such illness or injury, and said persons or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee such rights of subrogation.

4. The Board of Education shall continue to carry on payroll records of any staff member whose sick leave accumulation has expired, or who is on disability leave of absence or an approved leave of absence, for the purpose of insurance benefits agreed herein, if approved and acceptable to the appropriate insurance carrier.

5. Effective January 1, 2022, the insurance benefit herein described shall contain the following:

6. Core Plan Specifications

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

   b. Network co-pays will be as follows:

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

Network Retail Pharmacies (30-day supply)
$10 Generic Form
$25 Brand Form
$40 Non-form Generic/Brand

Anthem Rx Direct Mail Services (60-day supply)
$10 Generic
$25 Brand Name
$40 Non-form Generic/Brand

c. Network deductible - $200 per person with a $400 family cap; applies only to expenses paid at a percentage less than 100%

d. Network out of pocket maximum $1,500 per person with a $3,000 family cap

e. Non network deductible $600 per person with a $1,200 family cap;

f. Non network out of pocket max $3,000 per person with a $6,000 family cap

g Co-Insurance will be at an 80%/20% rate.

h. Overall plan maximum $5,000,000

B. Dental Insurance

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

C. Vision Insurance

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

D. Section 125 Plan

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

ADDENDUM E – MENTOR'S RESPONSIBILITIES

A. Document time together with new teacher, at least once a month for accountability. Meet with new teacher to discuss different topics:

1. Go over teacher handbook
2. Procedure to fill out forms - purchase orders, field trips, discipline forms, grade card bubble sheets, etc.
3. Problems with students etc.

B. Mentor will sit in class of the new teacher at least once per semester. Hopefully the 1st month of school and the other sometime the 2nd semester. Document date in class.

C. Anytime a new teacher has any questions, concerns, etc. they should feel free to communicate with their mentor. All meetings do not have to be documented.

D. Mentor will turn in documentation at the end of the school year to receive his/her stipend.

E. Area of needed assistance:

1. managing the classroom
2 acquiring system information, including formal policies, procedures, rules, regulations, and informal routine and customs
3 obtaining adequate instructional resources and materials
4. planning, organizing and managing work
5. assessing student and evaluation student work
6. motivating student
7. using effective teaching methods
8. dealing with individual student needs, interests, abilities and problems
9. communicating with colleague
10. communicating with parents
11. adjusting to the teaching environment
12. reviewing emotional support

F. Ideally a ratio of a mentor to one new staff member, if we do not have enough qualified mentors available for the program it is up to the discretion of the administrator the number of individuals that a mentor can work with. The mentor will be compensated for each new staff member s/he is working with. This discretion shall not be exercised in an arbitrary or capricious manner nor shall it be abused.

G. Requirement: 9 visits with 2 for observation

H. The mentor will check with secretary to see if a substitute that is already here in the building can cover your class for you to observe.

SIGNATURE PAGE

IN WITNESS WHEREOF, the said parties have hereunto set their hands on this 13th day of May 2024.

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For:
The Mississinawa Valley
Local School District

Jeffrey A. Winchester, Superintendent

Nicholas Hamilton, Treasurer

Amy Hanes, Board Member

Scott Stachler, Board Member

For:
The Mississinawa Valley
Classroom Teachers' Association

Amanda Roeth, Co-President

Sheila Scholl, Co-President

Chene Bridges, Member

Amy Roessner, Member

Ashley Ryan, Member