

MOUNT VERNON CITY SCHOOLS

MASTER CONTRACT

BETWEEN

THE MOUNT VERNON BOARD OF EDUCATION
AND
THE MOUNT VERNON EDUCATION ASSOCIATION

Mrs. Donna Scott, President
Mount Vernon Board of Education

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Mount Vernon Education Association

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Effective
July 1, 2005 through June 30, 2008

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ARTICLE I

NEGOTIATIONS PROCEDURE

101 RECOGNITION

1. The Mount Vernon City Board of Education (hereinafter Board) recognizes the Mount Vernon Education Association (hereinafter MVEA) an affiliate of North Central Ohio Education Association (NCOEA), Ohio Education Association (OEA), and National Education Association (NEA), as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

As used in this agreement, the term "Teacher(s)" is defined as, and the bargaining unit covered by this agreement is defined as: all licensed/certificated personnel, including those on approved leaves of absence. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Director(s), Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code (ORC), any other administrators employed pursuant to Section 3319.02 ORC, the high school activities director, home instructors, aides, and substitutes working less than sixty (60) days in the same assignment (refer to provisions of Article IX concerning long-term substitutes).

2. Both the Board and the MVEA recognize that teachers have the right to join or not to join any organization for their professional and/or economic benefit.
3. "Tutor(s)" shall be defined as teachers assigned to learning disabled, visually impaired, and/or hearing impaired students who work an average of twenty-five (25) hours or more per week for the school year, or nine hundred (900) hours per school year. Tutors will be designated by the administration. Tutors shall be considered members of the bargaining unit as defined above and shall be entitled, except as otherwise expressly limited herein, to all rights and benefits of this Master Contract.
4. Recognition of the MVEA shall be for the term of this Master Contract. The representative status of the MVEA may only be challenged in accordance with the rules and regulations of the State Employment Relations Board (SERB) and Section 4117.07 of the Ohio Revised Code.
5. The Union agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract.

102 PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Scope

Those matters, which are negotiable, are: wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of any existing provision of this agreement.

2. Submission of Issues

Issues proposed for negotiations shall be submitted by both parties at the first meeting. No new items may be presented for bargaining by either party without the mutual consent of the other after the first meeting. The first meeting shall be held during the first week of April if a request to negotiate has been filed by either party. Said request must be made in writing and a copy must be sent to the State Employment Relations Board (SERB).

3. Negotiating Teams

Each party shall have the full authority to choose its own negotiating members. The Board and the MVEA shall be represented at all negotiating meetings by a team of negotiators not to exceed four (4) members each. The teams shall have the necessary power and authority to conduct negotiations. Either team may have up to two (2) observers at the table. Observers may not speak during the negotiations meeting without mutual consent. All negotiations shall be conducted exclusively between the teams.

4. Negotiating Meetings

All meetings shall be scheduled by mutual agreement. The time, place, and date for the next meeting will be established before adjournment of each meeting. Negotiations shall be completed within sixty (60) calendar days from the date of the first meeting unless extended by mutual consent. The negotiating teams shall meet for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals in a sincere effort to reach mutual understanding on those matters being negotiated. All parties are obligated to deal in good faith. Such meetings shall not be conducted during the regular school day unless an emergency occurs. Both parties must agree to declare such an emergency. The Board will pay for the substitute teachers for the MVEA four (4) member negotiation team, if needed, when an emergency is declared.

5. Caucus

Either team may request caucuses of up to thirty (30) minutes each during negotiations, unless time is extended by mutual consent.

6. Exchange of Information

Prior to and during the period of negotiations, each party will provide the other, upon request and at no cost, all available information pertinent to the issues under negotiation, provided such requests are reasonable.

7. Consultants

The parties may call upon professional and lay consultants to assist in all negotiations provided that the expenses of such consultants are borne by the party requesting such consultants. Lay consultants are defined as employees of the Mount Vernon School District, while professional consultants are defined as ones retained to consult with one or both of the negotiating teams.

8. Progress Reports

Periodic written progress reports to the public may be issued during negotiations and prior to impasse provided that any such releases have the prior approval of both parties. Once impasse has been declared, either party may provide the public with whatever information it wishes without the consent of the other.

103. AGREEMENT AND ACTION BY THE BOARD AND MVEA

When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and signed by the negotiation teams.

This tentative agreement shall be acted upon by the MVEA general membership within fifteen (15) calendar days and submitted to the Board for its consideration. Within fifteen (15) calendar days after action by the MVEA, the Board shall act upon the tentative agreement. When approved, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall be binding on both parties. The proposed agreement shall be acted on as a whole.

104. IMPASSE PROCEDURE

1. In the event negotiations are not completed within sixty (60) days of the first meeting, either party may declare impasse. Once impasse has been declared, the parties shall request a mediator from the Federal Mediation and Conciliation Service whose rules and regulations will govern the mediation process.
2. Mediation shall last for thirty (30) days from the parties first meeting with the mediator and if an agreement has not been reached, then an impasse shall exist with the Association having the right to strike on those issues being bargained provided the contract has expired and a ten (10) day strike notice has been given and the Board shall have the right to implement its last offer.
3. In the event there are costs and expenses, which may be incurred in securing and utilizing the services of a mediator, such costs will be shared equally by the Board and the MVEA.

105. SUPREMACY/SEVERABILITY

1. This Master Contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code), and all policies, rules, and regulations of the Board.
2. If any provision of the Master Contract between the Board and the MVEA shall be found to be contrary to law by a court of competent jurisdiction, after all appeals or times for appeal have been exhausted, that provision shall automatically be deemed invalid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
3. Upon the written request of either party, the parties shall meet within ten (10) days after receipt of such request to bargain over the impact of the automatic invalidation of the contract provision pursuant to subsection 2 above and to bring the Master Contract into compliance. Notwithstanding Section 104 of this Master Contract, if the parties fail to reach agreement over the affected provision(s), the statutory dispute settlement procedure shall be utilized to resolve the dispute.

ARTICLE 2
GRIEVANCE PROCEDURE

201 PURPOSE AND DEFINITION

1. The purpose of this procedure is to resolve a grievance at the lowest possible level. Both the Board and the MVEA agree that grievances will be processed as expeditiously as possible.
2. A grievance is a disagreement involving a work situation in which a teacher, group of teachers and/or the MVEA believe there has been a violation, misinterpretation, or misapplication of:
 - A. The written Master Contract entered into between the Board and the MVEA; or
 - B. Rules, regulations, and procedures of the administration and the Board.
3. Grievances, which involve a violation, misinterpretation or misapplication of the Master Contract, shall be grievable to binding arbitration as stated in Step Four of Section 202. Grievances, which involve rules, regulations and procedures of the administration and the Board, shall culminate with the hearing before the Board.
4. A grievant shall be defined as any teacher, group of teachers, and/or the MVEA.
5. Day shall be defined as a calendar day.

If the administrator or grievant should become ill or be on vacation, the time limits shall be adjusted for the period of absence up to a maximum of twenty (20) days.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual written agreement of the parties.

Failure of the grievant(s) to comply with the timelines, unless otherwise specified herein, shall be cause for the grievance to be waived.

Failure of the Board and/or administration to comply with the timelines shall allow the grievant to pursue the next step of the grievance procedure.

6. In the event a grievance is filed on or after June 1, the grievance procedure will follow its regular pattern except for the aggrieved person's or immediate supervisor's vacation period. The aggrieved must notify the appropriate administrative parties at the applied level of his vacation dates, so that the grievance may be resumed after his vacation has terminated.
7. Any teacher may be represented at any level of this grievance procedure by a person or persons appointed by the MVEA.

In the building, at least one teacher shall be named as the MVEA Grievance Representative and shall normally act as the representative at building level grievances and other normal times that a teacher desires a grievance representative. The teacher must be present, if possible, at all steps.

8. No reprisals or recriminations shall be taken against any teacher by reason of the teacher filing or taking part in a grievance.
9. The MVEA shall have the right to be present for the adjustment of any grievance. However, grievances under consideration by the Board in executive session shall not authorize the grievant and/or representative to be present in such executive session without the consent of the Board. There shall be no adjustment of a grievance by the Board during any executive session.
10. The MVEA President shall receive copies of the written disposition of all grievances required in Steps 2 through 4 of Section 202.
11. Immediate Supervisor shall be defined as the lowest level administrator with the authority to resolve a grievance.

202 GRIEVANCE PROCEDURE

- Step One Any teacher having a grievance shall first discuss such grievance with his/her/their immediate supervisor and the teacher(s) shall have the right to be accompanied at such conference by his/her/their appointed grievance representative. The teacher will notify the supervisor that the discussion constitutes Step One of the grievance procedure.

Step Two If the discussion does not resolve the grievance to the satisfaction of the grievant(s), such grievant(s) shall have the right to lodge a written grievance with the grievant's immediate supervisor within 40 days of becoming or should have become aware upon the exercise of reasonable diligence of the alleged violation. A meeting date shall be mutually agreed upon and held between the grievant(s), grievance representative and the administration within 14 days of the filing of the grievance. Both the grievant(s) and the administrator may have present at such meeting those people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. The immediate supervisor shall take action on the written grievance within seven (7) calendar days after the conclusion of said meeting. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the grievant(s) and the MVEA President.

Step Three If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) may appeal to the superintendent by submitting a written grievance and requesting a meeting. Said appeal shall be made within seven (7) days of receipt of the written response referred to in Step 2 above. The meeting between the superintendent or his designee, the grievant(s) and the grievance representative shall be made within seven (7) days of receipt of the request. The grievant(s) shall have the right to be represented at such hearing by counsel and/or a grievance representative of the MVEA. The superintendent or his designee shall take action on the appeal of the grievance within seven (7) days after the conclusion of said meeting. The action taken and the reasons for the action shall be reduced to writing and a copy sent to the grievant(s) and the MVEA President.

If the grievant(s) and/or the MVEA are not satisfied with the disposition of the grievance by the superintendent or his designee, the grievant(s) and/or MVEA may within seven (7) days of receipt of the written response, submit a written notice to proceed to the next step in the grievance procedure.

For grievances dealing with rules, regulations and procedures of the administration and the Board the grievants will submit in writing a request for a meeting with the Board exclusively for the purpose of a hearing on the said grievance. Such hearing will be held within thirty days of the Board's receipt of the request.

For grievances dealing with the written Master Contract, the grievance may be submitted to binding arbitration as follows:

Step Four Arbitration

1. If the grievant and/or the MVEA wish to appeal the Step Three decision, it/they must file a written appeal with the superintendent within seven days of the grievant's and/or MVEA's receipt of the decision at Step Three. If the decision is appealed and if the grievance involves an alleged violation of the Master Contract, the grievance shall be submitted to arbitration. The arbitrator shall be selected in accordance with the arbitration rules of the American Arbitration Association. All other procedures relative to the hearing shall be according to such rules.

The MVEA shall be the first to strike, followed by the Board or its representatives, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the voluntary rules and regulations of the American Arbitration Association.

2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be mutually agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the parties.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Master Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching this determination.
4. The costs of the arbitrator shall be shared equally by the Board and MVEA. Each party shall be responsible for the payment of its own costs and costs initiated by such party except as otherwise mutually agreed upon.

Expedited Arbitration Procedures

1. The parties may mutually agree in writing to use the expedited arbitration procedures of the American Arbitration Association and such expedited procedures shall govern the hearing and proceedings.

ARTICLE 3
EVALUATION PROCEDURE

301 GENERAL PROVISIONS – EVALUATION

1. In the event that the evaluation procedure is changed/modified pursuant to the terms of this contract, the principal will inform all teachers about those changes prior to the first observation.
2. At the request of the teacher or the authorized evaluator, additional conferences may be held. A record of the conferences will be signed by both parties and placed in the teacher's personnel file.

302 CLASSROOM OBSERVATIONS

1. The only persons authorized to observe a teacher for the purpose of evaluation shall be the superintendent, an assistant superintendent, an appropriate director, coordinator, an assistant principal, administrative assistant (high school), and the building principal of that teacher. These individuals may also observe classrooms for purposes other than to evaluate the teacher.
2. A teacher's department head or subject matter specialist may observe a teacher and his/her classroom for the purpose of providing assistance. The teacher shall be informed prior to such visitations. This courtesy could be waived by mutual agreement.
3. With the exception of Board members, observations by persons other than those identified above shall be held only with the prior permission of the teacher and principal.
4. Teachers observed and evaluated under Section 302 shall be observed on at least one occasion for not less than thirty minutes for the purpose of evaluation.
5. A teacher who is assigned to more than one building shall be observed on at least one occasion for not less than thirty minutes for the purpose of evaluation in each building assigned. One administrator shall do the final evaluation which shall reflect the observations as perceived by all appropriate administrators.
6. The evaluator shall provide a copy of the written observation form to the instructional staff member not more than five (5) days following each observation. If requested by the instructional staff member or the administrator, the evaluator will review the written observation form with the

instructional staff member. A reasonable effort shall be made to hold the conference within five (5) days of the receipt of the written request.

7. The written observation shall be dated and signed by both the evaluator and the teacher who has been observed for evaluation purposes. A teacher's signature on the observation form will indicate that the teacher has read the form. The signature does not necessarily indicate that the teacher agrees with the observation.
8. Space shall be provided on the observation form for the staff members to indicate agreement or disagreement with the observation. The staff member has the right to include his comments on the observation form.
9. The teacher shall be given a copy of each written observation form.

303 SCHEDULE OF EVALUATIONS

Teachers whose limited contract will expire at the end of the school year or who are eligible for continuing contract consideration for the ensuing year shall be evaluated between the 10th day of the school year and December 15, with the written evaluation provided to the teacher by December 15. A second evaluation shall be conducted between January 1 and April 1 with the written performance evaluation provided to the teacher by April 10.

A minimum of two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) minutes.

Teachers with continuing contracts and teachers on a limited contract not up for renewal consideration shall be observed once and evaluated once every three years.

Aforementioned provisions are minimums. The Board of Education reserves the right to observe and evaluate employees as many times as the Board deems appropriate and may conduct additional observations if requested to do so by the teacher if scheduling permits.

304 CO-CURRICULAR AND COACHING EVALUATION

All teachers who are on supplemental contracts will be evaluated annually but said evaluations are not subject to 301, 302, 303 and 305.

305 NON-RENEWAL OF LIMITED CONTRACTS

If the Board elects to not reemploy a limited contract teacher, the teacher may use the grievance procedure. On appeal the issue shall be whether the Board violated Section 303 of the Agreement.

306. EVALUATION COMMITTEE

1. If requested by the Board or MVEA, an evaluation committee shall be formed to review the evaluation process including instruments, which are used to evaluate teachers. This committee shall be formed not more than once a year. Membership on the Committee shall be as follows:
 - A. The Director of Instruction or Superintendent's designee shall chair the committee;
 - B. Three (3) building principals;
 - C. Three (3) teachers appointed by the president of the MVEA.

If formed, the evaluation committee shall make its recommendations to the Board and the MVEA by June 1. After due consideration of the recommendations, the Board shall make any changes in the evaluation process or instrument it deems appropriate and notify the MVEA of that change no later than September 1 of the following school year.

ARTICLE 4
TEACHING CONDITIONS

401 INDIVIDUAL RIGHTS

The Board fully recognizes all personal rights and freedoms granted to teachers by the Constitution and the laws of the State of Ohio and the United States, and will abide by all laws that pertain to the teachers it employs.

Further, the Board recognizes that teachers have the right to engage in a variety of personal activities and the Board will not take disciplinary action against a teacher unless a teacher's personal activities interfere with the teacher's performance of his/her contractual duties. Nothing herein shall grant to any teacher the right to communicate to any Board member regarding matters which would otherwise constitute an unfair labor practice as contemplated pursuant to Chapter 4117 of the Revised Code.

402. INVESTIGATION OF COMPLAINTS

If a complaint is received which the administration decides to investigate, the investigator will meet with the complaining party and then the person against whom the complaint is made.

The person against whom the complaint is made will be given the opportunity to provide a comprehensive written response to the complaint if he/she chooses to do so.

After interviewing the complainant and the teacher against whom the complaint is made, the investigator will interview all witnesses each party identifies and, if possible, obtain a written statement from each witness interviewed.

After interviewing all of the witnesses, the investigator shall conclude the investigation and, after considering all of the evidence gathered during the investigation, take action he/she believes appropriate.

403. SCHOOL CALENDAR

1. Every effort will be made to provide the best calendar for the students and teachers in the Mount Vernon Schools, and at the same time, to support a calendar which will enable the Mount Vernon Schools to cooperate with other Knox County Schools.
2. Other means of providing professional development such as college credit and non-credit courses, shared time, after school and weekend meetings and seminars, visiting, K-12 committee functions and deliberations,

attendance at professional meetings, etc. will be supported and encouraged by the Board and teachers.

3. The following shall apply:

- A. The regular work year will be 186 days, categorized in the following manner:

One hundred eighty days (180) with students in attendance, three (3) or three and a half (3-1/2) teacher workdays and two and a half (2-1/2) or three (3) days for professional developments outlined in C below. One of the professional days is the flexible inservice day.

In addition, Martin Luther King, Jr. holiday will not be scheduled as a workday under any calendar adopted by the Board.

- B. The three (3) days set aside over and beyond so called workdays are for professional growth, curriculum development, parent and student conferences, and other activities which are designed to promote improvement of the total educational program. Within this framework, the activities on these days will be determined cooperatively by principals and staff, in conjunction with Central Office staff, to carry out the philosophy and spirit for this purpose.

- C. The Equivalent of three (3) days will be set aside immediately preceding the first day of school with students. The days shall be scheduled as follows:

Grades K-5 – Day one will be for district professional development; on day two, one-half day will be set aside for building level meetings and one-half day will be for classroom preparation; day three will be for classroom preparation.

Grades 6-12 – During the three-day period there will be two half-day periods for classroom preparation.

- D. One (1) workday shall be set aside on the last day of the first semester and one (1) workday shall be set aside at the end of the second semester.

- E. The Board may require individual teachers and/or the bargaining unit to work up to three (3) additional mandatory workdays each summer. These days will be paid at each teacher's per diem rate. These days shall occur during the first two weeks after the end of regular teacher work year or two weeks prior to the beginning of the regular teacher work year.

Official notice must be given to affected teachers by February 1 of the dates of the additional workdays if scheduled in June, and May 1 of the dates of additional workdays if scheduled in August. Attendance may be waived for reasons that would be approved for absence during the regular work year plus summer college courses. Days that are waived will not be paid. Personal leave cannot be used for mandatory summer workdays.

Attendance shall be voluntary for any days scheduled in August 2002.

- F. Twenty-one (21) calendar days prior to recommending a school calendar to the Board, the superintendent will share his recommendations with the MVEA. The MVEA shall submit, in writing, commentary on the proposed calendar to the superintendent no later than seven (7) calendar days prior to said Board meeting. The superintendent shall present his recommendation and MVEA commentary to the Board and the Board will adopt a calendar.

404. STUDENT/PARENT CONFERENCES

Student and parent/teacher conferences will be arranged at times agreed to between the participants. At least thirty (30) minutes before or thirty (30) minutes after the student school day shall be guaranteed to all students or parents for conferences with the teacher, upon request. K-12 parent/teacher conference days shall be established by the administration and designated on the school calendar.

Parent-teacher conferences at the various grade levels shall be scheduled as follows:

K-8 – After school on Wednesday 5:00 p.m. 8:00 p.m.; Thursday 1:00 p.m. – 8:30 p.m., Friday 8:30 a.m. –noon (no students)

9-12 – Fall: After school on Thursday, 5:00 – 8:30 p.m.; Friday 8:30 a.m. – noon (no students).

Spring: Monday 1:00 – 8:30 p.m. (no students)

405. TEACHER WORKDAY

- 1. The teacher workday for all K-5 full-time teachers shall be composed of:
 - A. The hours of the student day excluding a thirty (30) minute duty-free lunch period.

- B. Forty-five (45) minutes of teacher planning outside the student day;
 - C. A maximum of twenty-four (24) minutes of supervision outside the student day.
 - D. Regular classroom teachers (K-5) shall be released from all student responsibility when the classes are scheduled for vocal music, art and physical education, unless a substitute for special area teachers cannot be obtained.
 - E. Although planning time is primarily intended to be used for teacher planning, it may include a reasonable number of staff meetings, inservice education, K-12 committees and building level committees.
2. The teacher workday for all 6-8 full-time teachers shall be composed of:
- A. The hours of the student day excluding a thirty- (30) minute duty-free lunch period;
 - B. Forty-five (45) minutes of teacher planning outside the student day;
 - C. A maximum of twenty-four (24) minutes of supervision outside the student day.
 - D. Any teacher that is assigned six classes anytime during the school year will not have a duty during the student day for the school year.
 - E. Although planning time is primarily intended to be used for teacher planning, it may include a reasonable number of staff meetings, inservice education, K-12 committees and building level committees.
3. The teacher workday for all 9-12 full-time teachers shall be composed of:
- A. The hours of the student day excluding a thirty- (30) minute duty-free lunch period;
 - B. Twenty-six (26) minutes of teacher planning outside the student day;
 - C. A maximum of twenty-four (24) minutes of supervision outside the student day.
 - D. Teachers in grades 9-12 will be assigned no more than five periods of instruction during the workday. Instruction includes classes taught in correlation with their teaching license/certificate. Duties assigned, parent conferences, study halls, etc. do not count toward the five period

requirement. Teachers in grades 9-12 may, on a voluntary basis, teach six periods a day.

- E. Although planning time is primarily intended to be used for teacher planning, it may include a reasonable number of staff meetings, inservice education, K-12 committees and building level committees.

406. SUBSTITUTE TEACHERS

The Mount Vernon City Schools shall make a reasonable effort to provide a qualified, licensed/certificated substitute whenever any regular classroom teacher or special area teacher is absent due to a supplemental assignment or due to any of the leave provisions listed in Article 7 of this contract.

407. CLASSROOM VISITATIONS

All arrangements for classroom visitations by college students, teachers from outside the system and all other members of the public shall be made through the building principal. The teacher shall receive at least twenty-four (24) hours advance notice of the visit and the purpose of the visitation.

The principal will advise the visitor(s) that they are to observe only and shall not become involved in the classroom operation. Visitation as used herein shall not be for the purpose of teacher evaluation.

408. FIELD EXPERIENCE AND/OR STUDENT TEACHER ASSIGNMENTS

1. Teachers shall have the option to refuse to have student teachers or field experience students.
2. Teachers shall have a minimum of three- (3) year's experience in teaching with two- (2) years' experience in the Mount Vernon School system before being assigned a student teacher.
3. No more than one (1) student teacher, except in unusual circumstances, shall be assigned to a teacher in one (1) school year.

409. ADMINISTERING MEDICATION

Teachers will not be required to perform invasive medical procedures that a layman cannot perform or administer medication to pupils, but are required to take reasonable measures to assure the welfare of the pupils including emergency situations. Teachers may be required to supervise the student's self-administration of medication in accordance with Board policies and procedures.

410. STUDENT HEARING

Any teacher who is required to testify at a hearing on a student suspension or expulsion shall have the right to be accompanied by an advisor of his/her choice. The advisor shall be at the teacher's expense and may only advise the teacher in the hearing process. The advisor may only be present in the hearing room when the teacher is permitted in the room.

411 ENTRY YEAR PROGRAM

A Superintendent designee will lead a Mentor Program Oversight Board. In addition to the Superintendent designee the Oversight Board will be made up of three teachers and a principal.

The District will provide the number of training classes as recommended by the Mentor Oversight Board in the most cost efficient manner, solely or in conjunction with other entities.

Pathwise-trained teachers who serve in the mentor role shall be paid a supplemental of \$750.00 per year as a mentor. Mentoring teachers shall be released for four (4) one-half day timeframes per year to observe and perform such duties as required. The building administrator, in consultation with the mentor, shall determine such timeframes.

This mentoring program will be conducted in accordance with the administrative regulations adopted by the ODE.

412 JOB SHARING

- A. Subject to approval of the superintendent, job sharing is a voluntary arrangement between two (2) teachers to share one (1) full time teaching position.
- B. Job sharing arrangements are approved for one (1) year only. Job sharing partners may reapply for each subsequent year they wish to continue the arrangement.
- C. Teachers who wish to job share must submit an initial written application for such arrangement to the affected building principal. A meeting shall be held among the teachers, the principal, the superintendent or designee, and a representative of MVEA prior to approval. Teachers who wish to continue the job share arrangement beyond one year shall submit a written application to the affected building principal and provide a copy to the superintendent by March 1 for the ensuing year.

Job sharing applications will:

1. Confirm that the prospective job sharing partners are committed to the arrangement, if approved, for the full school year;
2. Include a plan describing the teaching techniques, methods and grading practices of the proposed partners, and how these will be implemented to ensure compatibility, consistency, and continuity of instruction; and
3. Specify the manner in which the position will be split, including salary and benefits and the method for providing coverage for absences.

Following submission of the application, the proposed job sharing partners will arrange to meet with the principal of the building to discuss their application by March 15.

- D. The applications will be approved or rejected by the superintendent by April 1. The decision of the superintendent to approve or reject an application is not subject to the grievance procedure.
- E. The seniority accumulation of job sharing partners will be subject to Section 505 of this Agreement.
- F. The conclusion of a job sharing arrangement will be deemed a basis/reason for reduction in force unless otherwise agreed in the plan.

ARTICLE 5
TEACHER EMPLOYMENT AND CONTRACTS

501 INDIVIDUAL CONTRACTS, REGULAR

All teachers employed to perform regular duties by the Board shall receive written contracts. The regular individual contract shall include:

1. Name of teacher;
2. Name of the school district and board of education;
3. Type of contract, i.e., limited or continuing. A limited contract will include the length of the contract;
4. Annual regular salary to be paid and the basis used to determine the amount:
 - A. Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract; and
 - B. Such information shall apply for each limited contract.
5. Signature of the Board President, Board Treasurer and teacher;
6. In addition to the regular contract, teachers shall receive the following:
 - A. The teachers under contract shall be notified no later than August 1 of their tentative assignment by the Director of Instruction;
 - B. A copy of the Master Contract that includes all items negotiated between the Board and the MVEA distributed by the MVEA;
 - C. The Board shall cause notice to be given annually on renewal of limited or issuance of continuing contract to teachers not later than June 30.
 - D. Salary notices shall be given to teachers under continuing contract no later than June 30 by the Director of Instruction.
7. No teacher shall be required to sign a letter of resignation as a condition of employment. However, this provision does not apply to an individual employed for less than a full school year or who is hired to replace someone on Board approved leave.

502. SEQUENCE OF CONTRACTS ISSUANCE

1. Limited Contract

- A. This statement on sequence of limited contracts is made to inform the teaching staff of the normal progression of limited contracts in this District. It is not intended to limit the Board of Education's statutory authority as to contract issuance.

The normal sequence of limited contracts shall be:

- (1) One year, upon initial employment;
 - (2) One year, upon reemployment, for second contract;
 - (3) One year, upon reemployment, for third contract;
 - (4) Two years, upon reemployment, for fourth contract;
 - (5) Three years, upon reemployment for succeeding contracts.
- B. Any teacher on or eligible to receive a multi-year contract, shall only be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s).
- C. Any teacher on a limited contract who resigns or retires and returns to service at a later time, must begin the contract sequence with a one-year limited contract as in A (1).

2. Continuing Contract

- A. This statement on continuing contracts is made to inform the teaching staff of the normal procedure for awarding continuing contracts in this District. It is not intended to limit the Board of Education's statutory authority as to continuing contract issuance.

- (1) If a teacher becomes eligible for a continuing contract in the year that his/her limited contract expires, normal statutory options and procedures will be followed.

- (2) If a teacher becomes eligible for a continuing contract in a year previous to the final year of a multi-year limited contract, the procedure outlined below will be followed:
- a. The teacher is required to inform the superintendent in writing of his/her request to be considered for a continuing contract no later than September 1.
 - b. If the teacher holds a professional or permanent certificate the teacher must submit the valid certificate to the superintendent by March 1. If the teacher hold a professional license that teacher must present evidence that the appropriate coursework as outlined in 3319.08 of the Ohio Revised Code has been completed,
 - c. The Board of Education, prior to April 30, shall at a regular meeting consider on individual merit the teacher's request.
 - d. If the Board of Education rejects the request or fails to take action on the request, it shall be based upon reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s).

503. INDIVIDUAL CONTRACTS, SUPPLEMENTAL

1. All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts, in addition to their regular contracts. The supplemental contract shall include the following:
 - A. Name of teacher;
 - B. Name of school district and Board of Education;
 - C. Duration of contract and time period in which supplemental duty is to be performed;
 - D. Title of the supplemental duty;
 - E. The amount of pay, basis of pays, and pays periods;
 - F. Signature of the Board President, Board Treasurer and the teacher.
2. In addition to the contract, the individual shall receive a copy of the job description for that position.

3. The Board of Education shall cause written notice to be given to each teacher of a supplemental contract offer not later than July 1, or when a supplemental contract is offered after that date.

504. PERSONNEL FILES

1. Location and Maintenance – The official personnel files of all teachers are kept at the Board of Education Building. Personnel files of all teachers are maintained by the Director of Instruction.
2. Contents of Personnel Files – The official personnel files of all teachers shall contain, if available, the following items:
 - A. Application for employment;
 - B. Pre-employment references (confidential and/or non-confidential);
 - C. Transcripts of training and education records;
 - D. Copies of contract;
 - E. Copies of current, applicable licenses/certificates and other licenses/certificates, which may be required or recommended for position, held;
 - F. Copies of evaluations of teacher performance as made by supervisory personnel;
 - G. Appropriate letters of commendation or reprimand issued to the teacher by supervisors;
 - H. Teacher replies to letters or evaluations;
 - I. Appropriate medical records;
 - J. Appropriate record of outstanding accomplishment of the teacher in school-related activities;
 - K. Appropriate documents as required by specific sections of this contract.
3. Each teacher will be made aware of any addition to his official personnel file, and will be shown or given a copy of all items, except confidential pre-employment references, as they are added to the file. Failure to make a teacher aware of such additions to the personnel file may not be asserted by the teacher after ninety (90) school days following such filing.

4. Access to the official personnel file shall be available to each teacher and/or his designee, supervisory personnel, Board members and others as required by the Ohio Revised Code.
5. A teacher shall receive oral notification within twenty-four (24) hours of any request for access to their personnel file by any person not an administrator or a Board member. Such oral notification shall be followed by a written confirmation of notification which will include the time, place and date access will be granted, as well as the name of the person requesting access. A reasonable attempt shall be made to schedule the access to such file by any person not an administrator or Board member at a time when the teacher may be present.
6. Teachers shall have the right to place any items as listed in 2.G. and 2.J. into their personnel file.
7. A teacher may dispute the accuracy, relevance, timelines and/or completeness of any information in the personnel file. If any material in the personnel file is found by the superintendent or his/her designee to be inaccurate, irrelevant, untimely and/or incomplete, such material shall be expunged from the personnel file. The discretion vested in the superintendent or his/her designee shall not be exercised in an arbitrary or capricious manner.
8. The teacher shall have the right to attach a rebuttal to any information in his/her personnel file.

505. REDUCTION IN STAFF

When a staff reduction is necessary based on decreased enrollment of pupils, return to duty of regular teachers after approved leaves of absence, suspension of schools, territorial changes affecting the district and/or lack of funds, the following conditions shall apply:

1. Seniority

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for all time a member is on active pay status including receiving workmen's compensation benefits.

- C. Time spent on inactive pay status (unpaid leave or layoff) shall not count toward the accrued seniority, but shall not cause a break of continuous service.
- D. Full-time members shall accrue seniority for each year worked as determined by the minimal full-time standard of a work year set forth in the contract.
- E. Part-time members shall accrue seniority on a prorated basis, utilizing the minimal full-time work year standard as defined by the contract.
- F. No member shall accrue more than one year of seniority service in any work year.

2. Equal Seniority

A tie in seniority shall occur when two or more members have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior member:

- A. The member with the first day worked; then
- B. The member with the earliest date of employment (date of hire); then
- C. By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

3. Superseniority

For layoff purposes only, members employed under a continuing contract shall have greater seniority than members employed under a limited contract.

4. Loss of Seniority

Seniority shall be lost when a member retires, resigns or otherwise leaves the employment of the Board.

5. Posting of Seniority List

Each year the Board shall develop a seniority list, which shall include all areas of licensure/certification. In each area of certification, all teachers licensed/certified in that area will be listed by seniority (whether currently assigned in that area or not) and contract status will be listed limited vs.

continuing. The list will be developed by November 1 of each year and will be available in the office of the director of instruction and posted in each school building. A copy of the list shall be provided to the Association president on or before the date of posting.

The MVEA shall have a period of 45 days after the posting of the seniority list to advise the superintendent or designee, in writing, of any inaccuracies in the list and the factual basis and supporting documentation to document that inaccuracy. The superintendent or designee shall review the material and make such adjustments as may be necessary, and advise the Union and the employee of the results of its investigation. After the 45-day period, neither the Union nor any individual employee shall be permitted to protest the accuracy of the list, and the list shall be considered as final and binding until the next posting.

6. The MVEA shall be notified of the extent of any contract suspensions no less than thirty (30) calendar days prior to Board of Education action.
7. Each individual who is the subject of a staff reduction will be so notified no less than thirty (30) calendar days prior to action by the Board of Education. Said notice will include the reasons for the reduction and the reason for selection of said individual.
8. Reduction shall first be covered by attrition. If further reductions are necessary, they shall be by seniority and contract status. Individuals on limited contract with the least seniority shall be suspended first. Cross certification bumping will be applied.
9. An individual whose contract was suspended because of staff reduction, will be rehired to fill any position in which that teacher is licensed/certified before any new person is considered to fill said position for a period of two (2) full years from the effective date of the suspension.

The teacher will be notified of recall by registered letter. Recalls shall be in reverse order of seniority from which reductions were made.

If a teacher whose contract has been suspended is employed on a full-time basis (exclusive of substitute teaching) in another school district said teacher shall only be eligible for recall to a position that will be open with an effective date at the beginning of a new school year. Further, said teacher must be able to resign his or her contract with the other school district in accordance with the Ohio Revised Code before he or she accepts a recall into the Mount Vernon System. Failure to accept a recall under these conditions shall forfeit his or her individual recall rights. If a position would become open at any other time, said teacher who is employed by another school district and

would be at the top of the recall list shall be placed at the bottom of the recall list.

10. An individual affected by a staff reduction shall keep on file with the Director of Instruction, an updated address and telephone number. Failure to do so constitutes a waiver on the part of the individual of his rights for reemployment.
11. The individual shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The individual shall pay 100% of the premiums directly to the treasurer of the Board of Education by the first of each month. Failure to pay such premiums by the first of each month shall void the individual's right to maintain insurance benefits for the duration of his suspension.

When the Board is to consider the elimination of vacated positions (represented by the bargaining unit), the superintendent shall notify, in writing, the president of the MVEA at least two (2) weeks prior to the distribution of the Board agendas.

506. TRANSFER, VACANCY AND PROMOTION

1. Vacancy – A vacancy occurs when a teacher resigns, retires, dies or transfers to another position.
 - A. Vacancies in teaching, supplemental, or administrative positions shall be posted on faculty bulletin boards in each school building and in the Central Office for not less than five (5) days prior to the positions being filled. Posting can be begun any time after a letter of resignation has been received by the superintendent or his designee. Postings and interviews may occur before the Board has officially acted on resignation. Deadlines for application will be stipulated.
 - B. Extended sick leave or unpaid leaves of absence are not considered vacancies.
 - C. If, due to unexpected enrollment increases, it becomes necessary to add a part or full-time kindergarten teacher after the first day of school, the posting requirement above is waived.
 - D. Vacancies occurring between the end of one school year and the start of the next school year shall be advertised by regular U.S. mail to those teachers expressing a desire for such position and providing a summer address on the assignment preference form. The vacancy shall be posted at the Central Office.

2. Voluntary Transfer or Promotion – This section is primarily to set forth procedures whereby teachers can make known their desire and be considered for a new assignment. Employed teachers, properly licensed or certificated, can make known their interest in changing positions opened through vacancy or created by the Board as made known to teachers in part 1 of this policy. Teachers may also request a change in position annually, by completing the form distributed by the superintendent or his designee to all teachers. Teachers must be or will be properly licensed or certificated by the effective date of the position considered. Teachers will be considered for such positions until the next annual form is distributed.
3. Involuntary Transfer – An involuntary transfer shall mean a change in a teacher’s assignment without the teacher’s consent. The teacher may request, in writing, a meeting with the superintendent or his designee to discuss the reason for the transfer. No teacher shall be transferred to a position for which he does not hold certification.

507. MAINTENANCE OF LICENSE OR CERTIFICATE

Each teacher must have a valid, unexpired teaching license/certificate, or true copy hereof, on file at Board of Education offices. No teacher shall be assigned to any position for which the teacher is not licensed/certified. All teachers must maintain all teaching licenses/certificates held at the time of initial employment by the Board unless the teacher has not served in the area(s) of certification in at least two (2) of the last eight (8) years.

508. RE-EMPLOYMENT AS A TEACHER AFTER RETIREMENT

The District may, on occasion, rehire a teacher who is receiving STRS service retirement benefits. The following parameters will be followed, and shall supercede state statute(s), namely ORC 3319.11, 3319.111 and 3317.

1. Any teacher who elects to retire must do so without regard to re-employment.
2. A retired and re-employed teacher will be considered for the purposes of employment as a new employee subject to, but not limited to, fingerprinting, TB testing, agency fee and Medicare deduction.
3. Retired teachers shall not possess seniority rights.
4. A teacher retired under STRS who is re-employed shall start with a zero sick leave balance and accrue sick leave thereafter as a new employee. Upon ending employment with the Board the teacher will not be entitled to a severance or any other retirement benefit or payment.

5. An employed retiree will be deemed ineligible for any District insurance plan coverage, including health, dental, vision and life insurance, and shall be denied any additional compensation to offset the retiree's healthcare costs. If STRS rules and/or state statute deny STRS-sponsored insurance coverage to a re-hired retiree, then that retiree shall be eligible to participate in the District's insurance programs.
6. A re-employed retired teacher under STRS will be placed on one-year limited contract(s) for the duration of employment and are not eligible for continuing contract status. Such teachers may be evaluated but shall not be entitled to the procedures set forth in ORC 3319.11(g). The one-year limited contract expires automatically at the end of its term in the same manner as a supplemental contract.
7. A teacher who retires and is re-employed by the Board shall be compensated at no less than BA Step 5 of the salary schedule or at any step and column beyond that as agreed between the teacher and the Board.
8. A retired teacher re-employed by the Board shall receive all other contractual rights and benefits of the bargaining unit unless specifically excluded in this provision or elsewhere in the collective bargaining agreement. Specifically excluded benefits are: transfer and vacancy rights; rights to supplemental contracts as a member of the bargaining unit; supplemental pay for college credit; and parental leave.

ARTICLE 6
SALARY AND FRINGE BENEFITS

601 SALARY SCHEDULE AND INDEX

The Board of Education shall implement the salary schedule attached hereto and designated Exhibit "A" for the 2005-2006 school year which increases the base of the schedule by 3.0%. The BA Step 0 base salary shall be \$29,759.00.

The Board shall implement the salary schedule attached hereto and designated Exhibit "B" for the 2006-2007 school year which increases the base of the schedule by 3.0%. The BA Step 0 base salary shall be \$30,652.00

The Board shall implement the salary schedule attached hereto and designated Exhibit "C" for the 2007-2008 school year which increases the base of the schedule by 3.0%. The BA Step 0 base salary shall be \$31,571.00

Mileage shall be at the IRS approved rate in effect on January 1 annually.

602 SUPPLEMENTAL PAY

The Board of Education shall implement the supplemental salary schedule attached hereto and designated "Exhibit D."

603 SUMMER SCHOOL

1. The rate of pay shall be paid at the pro rata hourly rate of the BA base, step 0, computed on a 7.5 hour day and a 186 day work year for the number of hours posted. Absences will be docked accordingly.
2. Professional staff shall receive a supplemental contract, stating the salary and the way it was calculated, for teaching in the summer school program at the rate established in this article and at the time that it is determined that there is sufficient enrollment in the proposed course offering to support the program.
3. Professional staff within the Mount Vernon School District shall be given preference over anyone not under contract during the immediate preceding year.
4. A pay voucher signifying the conclusion of the contract must be submitted prior to payment by the Board of Education. A pay voucher will be paid at the next regularly scheduled teachers' payday (but not in the same week as submitted).

604 PAYROLL PERIODS AND RETIREMENT

1. Payroll periods for teachers are based on the working year. A day's pay is equal to 1/186 of annual salary and is used in making deductions for absence.
2. Teachers shall be paid in twenty-six (26) equal pays, every other Friday. If the pay day falls on a holiday, the teachers' pay check will be processed on the preceding business day. There will be no more than 26 pays in any fiscal year.
3. Deductions for the State Teachers' Retirement System shall be made in twenty-six (26) equal payments.

604B ELECTRONIC DEPOSIT

The Board shall make direct electronic deposit available to members of the bargaining unit provided at least seventy-five percent (75%) of the members of the bargaining unit sign a written request and authorization for direct deposit as provided hereafter beginning with the 1999-00 school year. If 75% of the bargaining unit does not request direct deposit, then direct deposit shall not be made available the next school year. New hires will be required to take electronic deposit if it is offered.

Employees wishing to utilize direct deposit shall sign a written authorization to do so with the Treasurer's Office not later than September 20, 1999. Once direct deposit has been requested, direct deposit shall be continuing unless the employee requests that it be stopped, which request may be made once a year in September during the sign-up time.

If direct deposit is requested by 75% of the bargaining unit, it shall begin with the first pay in October 1999.

The Board shall select the financial institution or other institution which it will utilize in order to implement this provision and direct deposit will be made to those financial institutions which are part of the direct deposit network.

Those individuals not electing direct deposit shall receive their paychecks by mail.

The administration and the MVEA shall jointly work to inform members of the bargaining unit of this direct deposit opportunity.

605 HEALTH INSURANCE

Effective July 1, 2002, the Board of Education shall provide a health plan meeting the specifications of Exhibit E for the teacher under a regular teacher's contract who works half-time or greater. Effective July 1, 2002, the teacher shall pay 10% of the monthly premium for single or family coverage, and the Board shall pay 90% of the premium. (see Exhibit "E") The Board shall implement a Section 125-A plan to enable employees to pay for their insurance premium contributions with pre-tax dollars.

If a husband and wife are both employees of the Mount Vernon Schools and are both eligible for Board supported health insurance coverage, the Board will pay the entire premium for a family plan.

606 LIFE INSURANCE

The Board of Education agrees to pay the premiums for each licensed/certificated employee for a \$12,000.00 life insurance policy or a policy in an amount equal to the employee's annual salary (to the nearest \$1,000.00), whichever is higher; provided the individual works half-time or greater. The policy shall include accidental death and dismemberment benefits.

The insurance shall be written by a company licensed to underwrite life insurance in the State of Ohio.

Additional life insurance coverage will be made available through payroll deduction if 65% of personnel represented by MVEA request enrollment. The rate for this insurance coverage will be based on the in-effect age rate of the company and must be in increments of \$5,000.00 or \$10,000.00 and cannot exceed the amount insured by the Board of Education. No additional insurance may be secured on persons over fifty-nine (59) years of age.

607 TAX SHELTERED ANNUITIES

The Board shall enter into agreement with any teacher under employment by the Board to withhold wages from the initial compensation stipulated under said employment contract and said portion withheld by the Board to be used in connection with annuity purchase arrangement.

1. The teacher agrees to hold harmless the Board for all claims dealing with deductions of designated annuities, so long as the Board makes payment in a timely manner.

2. Companies.

Upon the effective date of this agreement, any new company must be representative of at least five (5) teachers or 1% of the total full-time employees, whichever is greater, unless the company has an in-force contract with a new employee.

Enrollment, changes and additions to any annuity program can be made at any time in the Treasurer's Office. An employee, upon requesting a change, will be informed by the Treasurer's Office an expected effective date the change can be implemented. Implementation date is affected by internal payroll and verifications necessary from the annuity company.

The Treasurer's Office shall maintain and make available to the MVEA and to teachers, upon request, a list of annuity companies eligible for payroll deduction.

608 RETIREMENT PAY

A teacher may apply, in writing, to the Treasurer for a retirement payment for any one of the following situations:

1. If he/she entered the STRS retirement program within sixty (60) calendar days of his/her effective date of retirement from the Mount Vernon School District.
2. If he/she is retiring from service with the Mount Vernon City Schools and has served a minimum of twenty (20) years in the Mount Vernon School District as a full or part-time teacher (excluding substituting, tutoring, or home instruction).
3. If a teacher dies while in active service with the School District, the eligible (for STRS retirement benefits) survivor may follow the procedures below and qualify for that teacher's retirement payment.

The following constitutes the basis upon which payment will be made:

1. The maximum payment made under this section shall not exceed one-fourth (1/4) of one hundred sixty (160) days of accumulated sick leave for a maximum payment of forty (40) days.
2. Such payment shall be based upon the per diem rate of the teacher's pay (does not include any payments made under supplemental contracts) at the time of retirement.

3. Payment on the above basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time.
4. Such payment shall be made only once to any teacher.
5. Such payment shall be made no later than sixty (60) calendar days the teacher submits evidence of entering the STRS retirement program (in the case of a teacher entering STRS).
6. Such payment shall be made no later than sixty (60) calendar days after effective date of retirement (in the case of a teacher retiring from the Mount Vernon City Schools after twenty (20) years as a full or part-time teacher in this District).
7. The Board will provide an application for retirement pay to the teacher following Board action on the retirement. The teacher must submit application within sixty (60) days of receipt or shall lose this benefit.

609 SUPPLEMENTAL PAY FOR COLLEGE CREDIT

1. The Board of Education will provide a supplemental payment to eligible teachers per college credit course work taken. The payment will be the actual cost of tuition up to \$150.00 per semester hour and \$125.00 per quarter hour.
 - A. The specific courses taken must have prior approval of the Superintendent or designee.
 - B. For a graded course the teacher must receive at least a grade of B, or in the case of a pass fail situation, the teacher must receive a passing mark.
2. Receipt of transcripts from the college or university must be within 120 calendar days of the date designated as the completion date of the course by the applicant. Upon request, the Superintendent/designee shall change the date for an appropriate reason.

Tuition reimbursement will be made to the teacher within 40 calendar days of submission of the transcript to the superintendent or his designee.

3. A fund of at least \$55,000.00 for each year (July 1 to June 30) shall be allocated for tuition reimbursement of a first-come, first-served basis for all licensed/certificated bargaining unit members, using the request forms as encumbrances against the amount.

4. The teacher must agree to remain with the Mount Vernon Schools for the school year following completion of the course(s) or that individual must refund the reimbursement to the Board or have it deducted from the last paycheck.
5. Tutor(s) taking course(s) during the summer will not receive reimbursement until after the end of the first month of the next school year and must be employed for that year.
6. Initially, teachers can apply for up to six semester hours or nine quarter hours. After all initial requests have been approved and funds set aside to cover the expenses of same, if funds still remain in the account, additional requests can be made for additional payments. All additional requests must be made in advance and will be paid in rank order one hour at a time until such time as the fund is exhausted.
7. MA plus 15 hours must meet the conditions set forth on the salary schedule.

610 STRS PICK UP

The Board will pick up (assume and pay) the teachers' share of contributions to the State Teachers' Retirement System (STRS) of those teachers represented by the MVEA on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each teacher shall be the percentage of the teacher's compensation as required by STRS.
2. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
3. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick up.
4. The pick up shall be effective May 1, 1984, and shall apply to all earned compensation including supplemental earnings thereafter.
5. For Internal Revenue purposes, the W-2 form for each teacher shall reflect the actual amount as indicated on the negotiated salary schedule minus the STRS pick up.
6. The negotiated salary schedule amount for each teacher shall be utilized for all other calculations for the purpose of compensation such as, but not limited to, unemployment compensation, sick leave, workman's compensation and severance pay.

611 DENTAL INSURANCE

Effective October 1, 1991, the Board will pay the entire dental plan premium.

612 CLASSES TAUGHT BEYOND THE SCHOOL DAY

In the event the Board elects to offer additional classes outside of the regular teacher work day, the position shall be posted. All internal applicants for the position who have taught within the area of certification/licensure necessary for the assignment within the immediately preceding three (3) school years shall be considered for the position and it shall be offered to one of them. If there are no internal applicants who have the necessary certification for the position, it may be filled by the Board in its sole discretion from outside applicants. The person filling the position shall be paid at the rate for summer school.

ARTICLE 7

LEAVE PROVISIONS

701 ASSOCIATION LEAVE

1. The superintendent or his designee shall be granted authority to approve Association leave.
2. Prior to administrative approval, Association leave requests shall be approved by the MVEA president.
3. A maximum of twenty (20) days, with pay, shall be granted for Association business (e.g., Ohio Education Association Representative Assemblies, state meetings necessary to attend due to office held, etc.).

702 COURT LEAVE

1. The Board shall grant Court leave when a teacher serves jury duty for any court of the United States, the State of Ohio or any other political subdivision.
2. A teacher serving on jury duty whose service results in absence from work will be paid his full salary less any compensation received for serving as a juror. The teacher will notify the treasurer of any compensation received for serving as a juror.
3. Teachers subpoenaed to testify in court cases because of matters involving the performance of their contractual duties unless said employee is testifying in a case brought against the Board by the Association or the employee requesting payment under this provision shall be paid his/her full salary while responding to the subpoena.

703 DISABILITY LEAVE

1. Upon written request to the superintendent, a teacher shall be granted an extended leave of absence not to exceed two (2) consecutive years for illness or disability.
2. Application for such leave shall be supported by appropriate medical evidence supplied and verified by a qualified physician (MD or DO). A corroborative statement from a physician (MD or DO) selected by the superintendent (at Board expense) may be required.
3. Upon return to service, the teacher shall resume the contract status which he held prior to such leave.
4. Disability leave shall be granted without regular pay.

5. The teacher shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums directly to the treasurer by the first of each month. Such payment shall be for the following month's premium (e.g., payment made March 1 will apply to coverage for the month of April). Failure to pay such premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of his/her leave.
6. The teacher must give notice by April 1 whether he/she will return for the upcoming school year.

704 EDUCATIONAL LEAVE

After five (5) years of employment in the Mount Vernon School District, a leave of absence may be granted by the Board of Education for up to one (1) year for the purpose of educational betterment or continued training in the field of education. The following provisions will apply:

1. A teacher must submit, in writing, a plan for professional growth to the superintendent, prior to permission being granted, and, at the conclusion of the leave, provide written evidence that the plan was followed.
2. Leaves granted will begin only at the beginning of the school year (effective the first day of a school year) provided the teacher has made application to the superintendent /designee no later than April 1, and only if a suitable substitute(s) is available. The teacher shall receive written notice of approval or rejection of the application prior to May 15.
3. A teacher on educational leave must inform the superintendent, in writing, of the teacher's intention to return to active service. Failure to submit this written intent prior to April 1 of the year preceding the school year of the teacher's return, shall forfeit the teacher's right to return to the school system.
4. No teacher shall be granted in excess of one (1) educational leave within a five (5) year period.
5. Educational leaves of absence shall be limited to a maximum of five percent (5%) of the teachers at any one time.
6. Educational leaves shall be granted without regular pay.
7. The teacher shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s)

involved. The teacher shall pay 100% of the premiums directly to the treasurer by the first of each month. Such payments shall be for the following month's premium (e.g., payment made on March 1 will apply to coverage for the month of April). Failure to pay such premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of this leave.

8. The superintendent shall make every effort to reinstate the teacher to that teacher's original position or comparable position upon return to service from educational leave.

705 PARENTAL LEAVE

1. Upon written notice to the superintendent, a teacher shall be granted a parental leave of absence without pay. If the first day of the leave is prior to January 1, the leave granted shall be for the remainder of the school year or at a time otherwise mutually agreed to. If the first day of the leave is after January 1 in any school year, the leave shall be for the remainder of the school year or at a time otherwise mutually agreed to and at the employee's option, provided the Board is notified prior to July 10 of that year, it shall be for all of the succeeding school year.
2. A pregnant teacher may continue in active employment as late into pregnancy as desired, provided she is able to perform her required duties. (See Sick Leave, Item 708 #8). The superintendent may, and at Board expense, require a corroborative statement from the teacher's physician or the Board's physician at a time when teacher's performance is questioned.
3. Parental leave shall be without pay.
4. The teacher shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The teacher shall pay 100% of the premiums directly to the treasurer by the first of each month. Such payments shall be for the following month's premium (e.g., payment made March 1 will apply to coverage for the month of April). Failure to pay such monthly premiums by the first of each month shall void the teacher's right to maintain insurance benefits for the duration of his/her leave.
5. A teacher adopting a child, upon written notice to the superintendent, shall be granted parental leave. The beginning of such leave shall be anytime during the first year after receiving de facto custody of a child of less than school age. The teacher shall notify the superintendent of his/her intent to begin such leave within one (1) month after notification from the placement agency of the effective date of de facto custody.

6. The beginning date of parental leave for female teachers shall be after the teacher is medically able to work, but wishes to remain home with her newborn child or upon court order placement in the event of adoption. Such leave for male teachers shall begin anytime during the first year after the birth of the child. The return date shall be at the start of the school year in accordance with paragraph 1 or a time otherwise mutually agreed to by the superintendent and employee.
7. The superintendent shall make every effort to reinstate the teacher to his/her original position or to a comparable position upon return to service from parental leave.
8. The teacher must give notice by April 1 whether he/she will return for the upcoming school year.

706 PERSONAL LEAVE

1. The superintendent/designee(s) shall approve all requests for personal leave. Prior requests will be made if at all possible.
2. Teachers may be granted up to three (3) days of unrestricted personal leave with the following exceptions:
 - A. No personal leave may be taken to earn additional compensation;
 - B. No personal leave may be granted to secure other employment;
 - C. No personal leave may be used for recreation or vacation.
 - D. No more than 6% of the Bargaining Unit may be on personal leave on the same day during the months of April, May and June.
3. Personal leave days are not cumulative from one school year to the next.

707 PROFESSIONAL LEAVE

1. Funding and Application
 - A. Funds for professional leave activities for teachers shall be allocated on a fiscal year cycle (July 1 to June 30) whenever it is financially possible.
 - B. Each school building will be provided a certain amount of money each school year for professional leave. The amount of the fund shall be determined by the number of teachers regularly assigned to a building

with those working in more than one building being counted as assigned to the building where the teacher's primary evaluator is located.

- C. All requests for professional leave shall adhere to the following procedure:
 - 1. A request form must be completed and submitted to the appropriate building principal prior to the date of the attendance at the activity;
 - 2. The building principal recommends or does not recommend the request and submits the request to the superintendent or his designee prior to the date of the attendance at the activity;
 - 3. The superintendent or his designee approves or disapproves the request and notifies the teacher prior to the date of the attendance of the activity.
- D. The superintendent or his designee has the authority, if there is a shortage of funds or the request is overly expensive, to determine a level of Board financial support, and the teacher would be allowed to make up the difference.

2. Uses of Professional Leave

- A. Teachers may attend meetings when the primary purpose is for the improvement of instruction without loss of pay, sick leave accumulation, or personal leave if:
 - 1. The teacher's attendance is required as an elected official or director of the professional organization, and if,
 - a. No more than four (4) days are to be used during any one (1) school year, in addition to attending the annual convention;
 - b. The Board assumes the cost of the substitute; and reasonable costs of meals, lodging, registration, and travel not provided by the professional organization.
 - i. Expenses as listed in A.1.,b.(ii) below not be reimbursed in an amount greater than the "estimate of expenses" approved prior to the trip, unless justified to the superintendent or his designee.
 - ii. All requests for reimbursement must be accompanied by receipts of expenditures (except for mileage).

2. The teacher is attending a meeting as a representative of the Mount Vernon Board of Education, and if the Board assumes the cost of the substitute and reasonable costs of meals, lodging, registration, and travel not provided by the sponsoring organization.
 - a. Expenses will not be reimbursed in an amount greater than the “estimate of expenses” approved prior to the trip unless justified to the superintendent or his designee.
 - b. All requests for reimbursement must be accompanied by receipts of expenditures (except for mileage).
- B. Each teacher may have one (1) day per school year to visit another school without loss of pay or sick leave accumulation if:
 1. The school visitation is to be within the Mount Vernon School District, and if:
 - a. Approval of the host school’s building principal is received by the teacher’s building principal prior to visitation,
 - b. Board will assume only the cost of the substitute for the visiting teacher for the day.
 2. The school visitation is to be outside the Mount Vernon School District, and if:
 - a. Approval of the host school’s building principal is received by the teacher’s building principal prior to the visitation,
 - b. Board assumes the cost of the substitute and, if approved by the teacher’s building principal prior to the trip, the reasonable cost of travel, meals and lodging,
 - i. Expenses as listed in B.2.,b.(ii) below will not be reimbursed in an amount greater than the “estimate of expense” approved prior to the trip unless justified to the superintendent or his designee.
 - ii. All requests for reimbursement must be accompanied by receipts of expenditures (except for mileage).
 - c. The distance traveled should only be as great as is necessary to achieve the professional purpose of the visitation.

3. All requests for reimbursement of expenses for professional leave must be submitted to the superintendent/designee within sixty (60) calendar days of completion of the leave or the teacher forfeits any claim to reimbursement. Reimbursement shall be made within thirty (30) calendar days of submission of the request of reimbursement.
- C. Teachers will be granted one professional leave day to be administered the National Board Certification test.

707 B FLEXIBLE INSERVICE DAY

One of the professional development days during the school year (Section 403B) shall be a flexible inservice day which shall be subject to the following conditions:

1. The flexible inservice day and the purpose of the inservice is approved by the superintendent or his designee in advance.
2. The flexible inservice day must be taken on a non-scheduled teacher work day.
3. The teacher will not be reimbursed by the Board for any cost he/she may incur while on the flexible inservice day.
4. The flexible inservice day must take place between the last day of the preceding school year and May 1 of the current school year.
5. The flexible inservice day must be equal to a regular contract day in length, but may be taken in minimum increments of four hours.
6. The flexible inservice day cannot be taken for mandatory inservices required by the State of Ohio or the Department of Education.
7. As the flexible inservice day is part of the one hundred eighty-six (186) day school year, failure to meet the requirements for the flexible inservice day in the course of the year as per (4) will require the employee be docked for 1/186th of his/her annual salary for the school year.

708 SICK LEAVE

1. Teachers shall be granted sick leave according to the provisions of this article.
2. Teachers employed by the Board, upon approval of the responsible administrative officer, may use sick leave for the following reasons limited to the total accumulation of unused sick leave:

- A. Personal illness or injury;
- B. Pregnancy;
- C. Exposure to contagious disease;
- D. Illness, injury or death in the immediate family;

Immediate family means spouse, children, father, mother, brother, sister, aunt, uncle, niece, nephew, grandparents and grandchildren and those who are of the same relation to the employee's spouse as stated above, and members of the immediate household or persons who have assumed a similar legal relationship to the teacher.

- E. Doctor and dental appointment;

In the case of doctor or dental appointment, prior agreement must be made with the building principal. Such leave to be granted only if conflict with regular school duties is unavoidable.

- F. Adoption

Teachers may use up to thirty (30) days of sick leave for absences occurring during a six (6) consecutive week period for the purpose of adoption of a child.

The teacher shall provide documentation from the adoption agency/service which specifies requirements for the teacher's time off work.

The teacher shall give the Board a minimum of thirty (30) days notice or as early as possible of the need to use sick leave for adoption.

For the adoption of children of preschool age, leave may be used for travel, establishing residency, and other requirements set forth by the adoption agency/service. Days remaining within the thirty (30) day limit may be used for the purpose of care, bonding and/or acclimation of the child.

For school age children, the teacher may use sick leave for the purpose of travel, establishing residency, and other requirements set forth by the adoption agency/service.

- 3. Teachers shall earn sick leave credit at the rate of one and one-fourth (1 ¼) days per month while under contract with the Board.

- A. Maximum annual sick leave accumulation of fifteen (15) days;
 - B. Sick leave shall accrue to a total accumulation of two hundred and twenty (220) days of sick leave;
 - C. A teacher without accumulated sick leave shall be credited five (5) days of sick leave;
 - D. Newly employed teachers who present proper certification of unused sick leave days from another public school district in Ohio or other public state of Ohio agency shall be credited fully with up to two hundred and twenty (220) days immediately upon entering service in the Mount Vernon City Schools;
 - E. Professional employees who render part-time, seasonal intermittent per diem or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
- 4. The Board shall require a teacher to furnish a written, signed statement on forms provided by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when consulted. Nothing in this policy shall be construed to waive the physician-patient privilege provided by Section 2317.01 of the ORC.
 - 5. Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the ORC.
 - 6. Legal school holidays observed by the school calendar shall not be included as part of the absence.
 - 7. School physicians may make examinations of teachers and the school employees and inspections of school buildings as, in their opinion or at the request of the superintendent, the protection of the health of the teachers and other school employees require.
 - 8. Sick leave with pay will be applicable for pregnancy-related absence. Pregnancy, as such, is an allowable cause for an employee of the Board of Education to use sick leave. The employee, at her discretion, will be granted parental leave at any time during pregnancy.
 - 9. In the event an employee suffers a catastrophic illness or injury, or catastrophic illness or injury in his/her immediate family as defined in 708(2)(D), the Board will advance the employee up to thirty (30) days sick leave with pay if the employee has exhausted his/her sick leave

accumulation. The thirty (30) day cap shall be the maximum available and is not to be interpreted to be thirty (30) days per separate request.

The employee shall reimburse the Board for the number of days advanced at the rate of five (5) sick leave days per work year. In the event the employee leaves the employ of the Board before paying back the advance, he/she shall pay the Board for the number of days remaining at the per diem rate of pay of the employee at the time the days were advanced to the employee.

The advance account may be utilized on multiple occasions provided the total amount advanced (outstanding balance) does not exceed the thirty (30) day maximum.

709 ASSAULT LEAVE

Pursuant to Section 3319.143 of the Ohio Revised Code, a member of the bargaining unit who is physically disabled as a result of physical assault on him/her while the member was performing duties required by his/her contract with the Board and which occurred on school premises or during a school sponsored function shall be entitled to assault leave. This leave shall not be available to an employee who willfully physically assaults another person. If the superintendent refuses the leave, the employee may take it directly to grievance at the arbitration level.

When such assault leave results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of 20 school days per member per school year. This may be extended by the Board of Education. It is understood that in addition, an employee may use sick leave after exhausting assault leave or apply for workman's compensation. Finally, if eligible, an employee may apply for disability retirement.

Medical verification shall be furnished to the personnel office for all assault leave requests of more than one day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the member has been absent for three school days. In such event, the Board shall pay the full cost of the examination.

ARTICLE 8
ASSOCIATION RIGHTS AND RESPONSIBILITIES

801 ASSOCIATION RIGHTS

1. The MVEA shall be granted the following rent-free privileges with the approval of the building principal and at times that do not conflict with school activities:
 - A. Use of school facilities for meetings. Meetings shall be arranged at times beyond the teacher's workday and in keeping with the Board regulation governing the use of buildings;
 - B. Use of school equipment, such as duplicating machines, typewriters, calculators, and audio visual machines;
 - C. Use of any building facility for communication between the MVEA and its members;
 - D. Use of the internal mail system.
2. The MVEA shall be granted the privilege of the use of the Xerox machine and other duplicating equipment with the following provision: Board purchased consumable materials used by the MVEA, i.e., Xerox charges, paper, typewriter ribbons, stencils, duplicating masters, shall be paid for by the MVEA at Board cost.
3. The MVEA shall annually, prior to September 15, request in writing to the superintendent, the privilege of distributing MVEA materials on a system wide basis. Such materials shall be identified in the request. The use of the internal mail system on a district-wide basis should be included in this request.
4. Association representatives shall be allowed visitations with teachers in all school buildings at times that are not disruptive to the educational day or to scheduled building meetings under the following conditions:
 - A. A member of the grievance committee (MVEA president, president-elect, immediate past president, and negotiation team member(s) and the UniServ consultant shall be allowed visitations with teachers in all school buildings during the teachers' non-student contract time. Representatives must report to the main office upon entering the building.

- B. If the representative is a Board employee from another building, that representative's building principal must first approve leaving the building.

802 LABOR-MANAGEMENT COMMITTEE

1. This Committee shall consist of representatives of both the MVEA and the Board.
2. MVEA representatives shall be the president and two (2) additional representatives as selected by the MVEA president.
3. The Board's representatives shall be the superintendent of schools and two (2) additional representatives as selected by the superintendent.
4. Upon request, the Committee shall meet monthly. The agenda for the meeting will be drawn up by the superintendent and the MVEA president. Either party may request further meetings of the Labor-Management Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the meeting shall be limited to those items listed in the agenda.
5. The purpose of the Labor-Management Committee is to keep communications open between the MVEA and the Board. Negotiations or renegotiations of the contract or grievance handling shall not be a function of this Committee; however, clarification of the existing agreement and the grievance process may be a function of this Committee by mutual agreement.
6. A joint report prepared and agreed to by the MVEA representatives and the Board representatives will be made at the conclusion of each Labor-Management Committee meeting. The Labor-Management Committee reports will be sent to all concerned parties.
7. The MVEA representatives and the Board's representatives will be empowered to make decisions for the Association and the Board.
8. Both sides shall be accountable for accurately reporting the results of the Labor-Management Committee.

803 PAYROLL DEDUCTIONS

1. The Board agrees to deduct from the pay of teachers, dues for United Education Profession (UEP) when so authorized, in writing, by each teacher desirous of having such dues deducted. The MVEA shall be responsible for the clerical work necessary to present such authorization and list to the treasurer at no expense to the Board.

2. Individual authorization forms for dues deductions shall be furnished by MVEA.
3. Dues deductions shall be transmitted by the treasurer to the local Association treasurer as soon as possible after deductions are made.
4. Dues deduction authorization shall be filed annually prior to October 20. The deductions shall be made in 16 installments, twice monthly, beginning in November and ending in June.
5. If a teacher is hired after the October 20 deadline in #4, a dues deduction authorization may be filed not later than February 15. The deductions shall be made in eight (8) installments, twice monthly, beginning in March and ending in June.
6. The right to refund to the teachers monies deducted from their pay shall lie solely with MVEA. The MVEA agrees to reimburse any teacher directly from MVEA treasury for the amount of any dues deducted by the Board and paid to MVEA whenever the deduction is in excess of the proper deduction, and agrees to hold the Board harmless from all claims of insufficient or excessive dues deductions.
7. Upon receipt of the "Continuing Membership Enrollment Form" (provided by MVEA), dues deductions for the United Education Profession shall be continued from year to year until the treasurer of the Board is notified in writing that the individual teacher no longer wishes to participate in the continuing membership program. The withdrawal of continuing membership must be done between the first contracted day of the school year and September 20 of that year. The treasurer of the Board shall notify the president of MVEA of any such withdrawals.

The Association shall provide to the treasurer of the Board on or before October 20 of each year a complete list of names and amounts to be deducted.

8. In addition to UEP dues, teachers will also have the right to payroll deductions, at no cost, for:

OEA/NEA Educators' Political Action Committee (EPAC) (twice monthly deductions)

Tax Sheltered Annuities (twice monthly deductions)

Credit Union (twice monthly deductions)

The United Way (monthly deductions)

804 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Mount Vernon City Schools Board of Education and the Mount Vernon Educational Association shall establish a Local Professional Development Committee (LPDC).

There shall be seven (7) members of the LPDC. Four (4) shall be chosen by the Association and three (3) by the Board or its designee.

The Committee shall establish rules, policies and by-laws by which the LPDC shall operate. These rules, policies, and by-laws shall be consistent with Ohio State Law pertaining to the development and operation of the Local Professional Development Committee.

Members of the Committee shall be compensated as per Group V on the Supplemental Salary Schedule.

Decisions of the LPDC may be appealed as per the rules developed by the LPDC and are not grievable through the grievance procedure of the Collective Bargaining Agreement.

ARTICLE 9
LONG-TERM SUBSTITUTES

901 LONG-TERM SUBSTITUTE TEACHERS

Long-term substitute teachers (herein substitute teachers) are substitute teachers employed in the same assignment for sixty (60) days or more in the same school year.

Substitute teachers employed and assigned to one specific teaching position for sixty (60) days or more in the same school year will, on and after the sixty-first (61st) day of that assignment, be considered members of the bargaining unit for the purpose of exercising the right under this Master Agreement as set forth below. Such rights shall be extinguished at such time the teacher for whom the substitute is replacing returns to duty during the school year. A substitute teacher who is ultimately found to have been assigned to one specific teaching position for each day of the entire school year shall be paid the difference between that salary received and that salary which should have been received if such substitute teachers had been placed on the regular salary schedule for the first sixty (60) days of the school year.

Nothing herein shall be deemed to create the right of a substitute teacher to be assigned to any vacancy occurring in the position for which such substitute teacher has been assigned.

- 202 Grievance Procedure
- 401 Individual Rights
- 402 Public Complaint Procedure
- 404 Student/Parent Conference
- 405 Teacher Work Day
- 406 Substitute Teachers
- 407 Classroom Visitations
- 409 Administering Medication
- 410 Student Hearing
- 503 Individual Contract – Supplemental (if applicable)
- 504 Personnel Files
- 601 Salary Schedule and Index (placed on schedule effective the sixty-first (61st) day) and paid on per diem basis on two week delay)
- 602 Supplemental Pay (if applicable)
- 605 Health Insurance (effective the month following the month in which the sixty-first (61st) day was reached and ending the last day of the month last worked)
- 606 Life Insurance (effective the month following the month in which the sixty-first (61st) day was reached and ending the last day of the month last worked)

- 607 Tax Sheltered Annuities
- 610 STRS Pick-Up

- 611 Dental Insurance (effective the month following the month in which the sixty-first (61st) day was reached and ending the last day of the month last worked)
- 702 Court Leave
- 705 Parental Leave (for the remainder of current school year only)
- 706 Personal Leave (pro-rated on number of days to be taught less sixty (60) divided by one hundred eighty-six (186). All multiplied by three (3) to the nearest half day.)
- 707 Professional Leave
- 708 Sick Leave (begin accumulation and use on the sixty-first (61st) day)
- 709 Assault Leave
- 804 Payroll Deductions (if timelines can be met)
- 1101 Calamity Days

If a substitute teacher is reassigned or released from a long-term assignment, the substitute teacher ceases to be a member of the bargaining unit and ceases to be eligible for the salary and benefits provided.

Full-year substitute teachers – If a substitute teacher begins his/her assignment on the first teacher day of the new school year and will be in that assignment for the entire one hundred and eighty-six (186) days:

1. The substitute shall be placed on teachers' salary schedule effective the first teacher work day and paid in the same manner as a regular teacher.
2. The substitute shall have all benefits, as outlined for those substitutes on the sixty-first (61st) day of an assignment, effective the first teacher day and ending the last teacher day of the school year with the following adjustments:
 - A. 605 Health Insurance (effective the month following the month in which the first teacher day falls and ending the last day of the month last worked)
 - B. 606 Life Insurance (effective the month following the month in which the first teacher day falls and ending the last day of the month last worked)
 - C. 611 Dental Insurance (effective the month following the month in which the first teacher day falls and ending the last day of the month last worked)
 - D. 706 Personal Leave (not pro-rated)

- E. 708 Sick Leave (begin accumulation and use on first teacher day)
3. If the substitute teacher resigns prior to completion of 186 days, the following shall apply:
- A. The Board paid portion of health and life insurance for the first sixty (60) days shall be owed to the Board.
 - B. Any payment of personal leave in excess of days due on basis of subtracting the first sixty (60) days and prorating the remainder of days worked is also owed to the Board.
 - C. Any payment of sick leave charged against days accrued in the first sixty (60) days of the current year shall be refunded to the Board.

The return of a substitute from any leave will be contingent on the availability of that substitute position.

Any substitute teacher who works one hundred twenty (120) days in a given school year and is hired as a regular teacher the following year:

- 1. Receives credit for a year of teaching on the salary schedule placement.
- 2. Receives no credit towards contract sequence as outlined in #502 Sequence of Contract Issuance.

Any contract provision not specifically made applicable to substitute teachers (as defined in this article) will not apply to said substitute teachers.

ARTICLE 10
TUTORS

1001 TUTORS

Tutors (learning disability, visually impaired, hearing impaired) who work an average of twenty-five (25) hours or more per week for the school year, or nine hundred (900) hours per school year, by definition such tutors shall be members of the bargaining unit. These tutors shall be designated by the administration. Tutors shall be granted the following rights under this contract.

<u>Section</u>	<u>Title</u>
101-105	Negotiations Procedure
201-202	Grievance Procedure
401	Individual Rights
402	Public Complaint Procedure
407	Classroom Visitations
409	Administering Medication
410	Student Hearing
504	Personnel Files
605	Health Insurance
609	Supplemental Pay for College Credit
610	STRS Pick-Up
701	Association Leave
706	Personal Leave
707	Professional Leave
708	Sick Leave
709	Assault Leave
801	Association Rights
802	Labor-Management Committee
804	Payroll Deductions
1101	Calamity Days
1102	Fair Share Fee

Tutors shall be entitled to 411 Entry Year Program.

Wages

Tutors shall be paid at the following hourly rate:

2005-06 - \$22.00
2006-07 - \$23.00
2007-08 - \$24.00

Payment shall be made for actual hours worked, as scheduled with the administration.

In addition, beginning August 1, 1993, tutors regularly scheduled to work 25 hours or more per week may elect to take the Board health insurance plan with the Board contributing an amount equal to that which it does for the single premium for health care for other members of the bargaining unit. If a tutor elects to take a family plan from the Board, he/she shall pay the difference between the amount of the contribution of the Board and the full cost of the family premium.

Contract

All tutor contracts shall be for one year and shall expire at the end of the year, unless notice is given to renew.

Preparation/Conference Time

Tutors working 25 hours or more will receive 45 minutes of paid preparation/conference time daily. The preparation/conference time is in addition to the 25 hours per week.

Evaluation

Tutors shall be evaluated annually and a follow-up conference held.

Service Credit

Tutors working 25 hours or more per week for a minimum of 120 days per school year will earn one year of service credit per year worked, beginning with the 1996-97 school year.

Additional Days

Tutors will be assigned for duty five additional workdays per year as outlined below.

1. Two parent conference days.
2. One flexible inservice day as outlined in the contract.
3. Two workdays.

Reimbursement will be based on their average daily hours worked.

ARTICLE 11
MISCELLANEOUS

1101 CALAMITY DAYS

1. Teachers must be paid when schools are closed due to epidemic or other public calamity; however, if the number of calamity days exceed the allotted days allowed by law in any school year, those days that exceed the allowable days shall be made up as a part of the contractual salary arrangement of the school year.
2. Teachers are encouraged to report to their respective buildings and use the calamity day as a workday in the building. However, if in the teacher's judgment there is sufficient risk to life and limb, the teacher need not report. If, in the judgment of the superintendent, the risk to teachers is great, the superintendent shall notify teachers and/or the news media that teachers need not report to their respective buildings.

1102 FAIR SHARE FEE

1. Implementation
 - A. Effective with the implementation of date of August 30, 1991, all teachers, except as set forth below, shall hereafter be either members of the MVEA or be required to pay fair share fee to the MVEA as a condition of continued employment with the Board in accordance with Section 4117.09I of the Ohio Revised Code. Within sixty (60) days following employment, or in the case of current teachers, thirty (30) days following the teacher's termination of membership in the MVEA/OEA/NEA, the Board shall deduct from the pay of each teacher who elects not to become or to remain a member of the MVEA/OEA/NEA, a fair share fee for the MVEA representation of such non-members during the term of this agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the MVEA/OEA/NEA's work in the realm of collective bargaining.
 - B. Nothing herein shall require a teacher employed by the Mount Vernon Board of Education upon the effective date of August 30, 1991, who is not a member of MVEA to pay such fair share fee. However, if a current teacher should leave the bargaining unit and/or the School District, such teacher shall be required to pay the fair share fee to the MVEA upon either reentering the bargaining unit or upon reemployment with the Board.

2. Notification

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the MVEA/OEA/NEA, shall be transmitted by the MVEA treasurer to the Board on or about October 1 of each year during the term of this agreement for the purpose of determining amounts to be payroll deducted, and the Board shall promptly transmit all amounts deducted to the MVEA.

3. Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payers:

Payroll deductions of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for teachers employed after December 31, until the first paycheck following the sixty (60) day grace period for newly employed teachers.

B. Upon termination of membership during the membership year

The Board shall, upon notification from the MVEA that a teacher has terminated membership, commence the deduction of the fair share fee with respect to the former MVEA members, and the amount of the fair share fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board shall accompany each fair share fee transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each teacher.

5. Rebate Procedure

The MVEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09I of the Ohio Revised Code and that a procedure for challenging the amount of the fair share fee has been established and will be given to each teacher who does not join the MVEA/OEA/NEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement to Rebate

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

7. Indemnification

The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer;
- C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- D. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

1103 PUBLISHING THE MASTER CONTRACT

Costs for publishing the Master Contract between the Board and MVEA will be shared, utilizing the printing equipment available, when feasible. If the Master Contract is printed commercially, the costs of printing will be shared equally by the MVEA and the Board.

1104 NEGOTIATED AGREEMENT CLAUSE

This negotiated agreement supersedes and cancels all previous negotiated agreements between the Board of Education and the MVEA and constitutes the Master Contract between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

1105 SUBSTANCE ABUSE

In the event a teacher has an alcohol or substance abuse problem which he/she acknowledges and/or which is observed and documented while performing his/her contractual duties, the Board or its designee will recommend that the employee address the problem through medical or other appropriate intervention. The employee will also be advised of the leave(s) of absence available to him/her in order to address his/her condition.

However, the preceding paragraph shall not limit the Board's options to discipline a teacher who is under the influence of alcohol or drugs while performing his/her contractual duties for unacceptable behavior in the same manner as if he/she were not under the influence of drugs or alcohol at the time the unacceptable behavior occurred.

ARTICLE 12
TERM OF AGREEMENT

1200 TERM OF AGREEMENT

This contract shall become effective July 1, 2005, and expire on June 30, 2008.

Exhibit "A"

Salary Schedule 93 General Fund

Base

29,759.00

2005-06

Years	Non-Degree	BA	BA+15	BA+150	MA	MA+15
0	28,271.05 0.95	29,759.00 1.00	31,246.95 1.05	32,734.90 1.10	34,222.84 1.15	35,710.80 1.20
1	29,759.00 1.00	31,246.95 1.05	32,734.90 1.10	34,222.84 1.15	35,710.80 1.20	37,198.75 1.25
2	31,246.95 1.05	32,734.90 1.10	34,222.84 1.15	35,710.80 1.20	37,198.75 1.25	38,686.70 1.30
3	32,734.90 1.10	34,222.84 1.15	35,710.80 1.20	37,198.75 1.25	38,686.70 1.30	40,174.65 1.35
4	34,222.84 1.15	35,710.80 1.20	37,198.75 1.25	38,686.70 1.30	40,174.65 1.35	41,662.60 1.40
5	35,710.80 1.20	37,198.75 1.25	38,686.70 1.30	40,174.65 1.35	41,662.60 1.40	43,150.55 1.45
6		38,686.70 1.30	40,174.65 1.35	41,662.60 1.40	43,150.55 1.45	44,638.50 1.50
7		40,174.65 1.35	41,662.60 1.40	43,150.55 1.45	44,638.50 1.50	46,126.45 1.55
8		41,662.60 1.40	43,150.55 1.45	44,638.50 1.50	46,126.45 1.55	47,614.40 1.60
9		43,150.55 1.45	44,638.50 1.50	46,126.45 1.55	47,614.40 1.60	49,102.35 1.65
10		44,638.50 1.50	46,126.45 1.55	47,614.40 1.60	49,102.35 1.65	50,590.30 1.70
11		46,126.45 1.55	47,614.40 1.60	49,102.35 1.65	50,590.30 1.70	52,078.25 1.75
12		47,614.40 1.60	49,102.35 1.65	50,590.30 1.70	52,078.25 1.75	53,566.20 1.80
13		49,102.35 1.65	50,590.30 1.70	52,078.25 1.75	53,566.20 1.80	55,054.15 1.85
14		49,602.35	51,090.30	52,578.25	55,054.15 1.85	56,542.10 1.90
15					56,542.10 1.90	58,030.05 1.95
16					57,042.10	58,530.05
23		50,602.35	52,090.30	53,578.25	58,042.10	59,530.05
27		51,602.35	53,090.30	54,578.25	59,042.10	60,530.05

In order for graduate hours to be counted toward salary adjustment, all transcripts must be submitted on or before October 1. Salary adjustments will be retroactive to the beginning of the school year.

In order for hours to count for placement on the salary schedule for MA+15 the hours must be graduate hours acceptable by the State Dept of Ed. for recertification and must be earned after the Masters Degree.

Teachers placed before the effective date of this contract will be grandfathered on the salary schedule.

Exhibit "B"

Salary Schedule 93 General Fund

Base

30,652.00

2006-07

Years	Non-Degree	BA	BA+15	BA+150	MA	MA+15
0	29,119.40 0.95	30,652.00 1.00	32,184.60 1.05	33,717.20 1.10	35,249.80 1.15	36,782.40 1.20
1	30,652.00 1.00	33,717.20 1.05	33,717.20 1.10	35,249.80 1.15	36,782.40 1.20	38,315.00 1.25
2	33,717.20 1.05	30,706.50 1.10	35,249.80 1.15	36,782.40 1.20	38,315.00 1.25	39,847.60 1.30
3	30,706.50 1.10	35,249.80 1.15	36,782.40 1.20	38,315.00 1.25	39,847.60 1.30	41,380.20 1.35
4	35,249.80 1.15	36,782.40 1.20	38,315.00 1.25	39,847.60 1.30	41,380.20 1.35	42,912.80 1.40
5	36,782.40 1.20	38,315.00 1.25	39,847.60 1.30	41,380.20 1.35	42,912.80 1.40	44,445.40 1.45
6		39,847.60 1.30	41,380.20 1.35	42,912.80 1.40	44,445.40 1.45	45,978.00 1.50
7		41,380.20 1.35	42,912.80 1.40	44,445.40 1.45	45,978.00 1.50	47,510.60 1.55
8		42,912.80 1.40	44,445.40 1.45	45,978.00 1.50	47,510.60 1.55	49,043.20 1.60
9		44,445.40 1.45	45,978.00 1.50	47,510.60 1.55	49,043.20 1.60	50,575.80 1.65
10		45,978.00 1.50	47,510.60 1.55	49,043.20 1.60	50,575.80 1.65	52,108.40 1.70
11		47,510.60 1.55	49,043.20 1.60	50,575.80 1.65	52,108.40 1.70	53,641.00 1.75
12		49,043.20 1.60	50,575.80 1.65	52,108.40 1.70	53,641.00 1.75	55,173.60 1.80
13		50,575.80 1.65	52,108.40 1.70	53,641.00 1.75	55,173.60 1.80	56,706.20 1.85
14		52,108.40	53,641.00	55,173.60	56,706.20 1.85	58,238.80 1.90
15					58,238.80 1.90	59,771.40 1.95
16					58,738.80	60,271.40
23		52,075.80	53,608.40	55,140.00	59,738.80	61,271.40
27		53,075.80	54,608.40	56,141.00	60,738.80	62,271.40

In order for graduate hours to be counted toward salary adjustment, all transcripts must be submitted on or before October 1. Salary adjustments will be retroactive to the beginning of the school year.

In order for hours to count for placement on the salary schedule for MA+15 the hours must be graduate hours acceptable by the State Dept of Ed. for recertification and must be earned after the Masters Degree.

Teachers placed before the effective date of this contract will be grandfathered on the salary schedule.

Exhibit "C"

Salary Schedule 93 General Fund

Base

31,571.00

2007-08

Years	Non-Degree	BA	BA+15	BA+150	MA	MA+15
0	29,992.45 0.95	31,571.00 1.00	33,149.55 1.05	34,728.10 1.10	36,306.65 1.15	37,885.20 1.20
1	31,571.00 1.00	33,149.55 1.05	34,728.10 1.10	36,306.65 1.15	37,885.20 1.20	39,463.75 1.25
2	33,149.55 1.05	34,728.10 1.10	36,306.65 1.15	37,885.20 1.20	39,463.75 1.25	41,042.30 1.30
3	34,728.10 1.10	36,306.65 1.15	37,885.20 1.20	39,463.75 1.25	41,042.30 1.30	42,620.85 1.35
4	36,306.65 1.15	37,885.20 1.20	39,463.75 1.25	41,042.30 1.30	42,620.85 1.35	44,199.40 1.40
5	37,885.20 1.20	39,463.75 1.25	41,042.30 1.30	42,620.85 1.35	44,199.40 1.40	45,777.95 1.45
6		41,042.30 1.30	42,620.85 1.35	44,199.40 1.40	45,777.95 1.45	47,356.50 1.50
7		42,620.85 1.35	44,199.40 1.40	45,777.95 1.45	47,356.50 1.50	48,935.05 1.55
8		44,199.40 1.40	45,777.95 1.45	47,356.50 1.50	48,935.05 1.55	50,513.60 1.60
9		45,777.95 1.45	47,356.50 1.50	48,935.05 1.55	50,513.60 1.60	52,092.15 1.65
10		47,356.50 1.50	48,935.05 1.55	50,513.60 1.60	52,092.15 1.65	53,670.70 1.70
11		48,935.05 1.55	50,513.60 1.60	52,092.15 1.65	53,670.70 1.70	55,249.25 1.75
12		50,513.60 1.60	52,092.15 1.65	53,670.70 1.70	55,249.25 1.75	56,827.80 1.80
13		52,092.15 1.65	53,670.70 1.70	55,249.25 1.75	56,827.80 1.80	58,406.35 1.85
14		52,592.15	54,170.70	55,749.25	58,406.35 1.85	59,984.90 1.90
15					59,984.90 1.90	61,563.45 1.95
16					60,484.90	62,063.45
23		53,592.15	55,170.70	56,749.25	61,484.90	63,063.45
27		54,592.15	56,170.70	57,749.25	62,484.90	64,063.45

In order for graduate hours to be counted toward salary adjustment, all transcripts must be submitted on or before October 1. Salary adjustments will be retroactive to the beginning of the school year.

In order for hours to count for placement on the salary schedule for MA+15 the hours must be graduate hours acceptable by the State Dept of Ed. for recertification and must be earned after the Masters Degree.

Teachers placed before the effective date of this contract will be grandfathered on the salary schedule.

602 SUPPLEMENTAL PAY

1. Co-Curricular Service

- A. Teachers who perform co-curricular shall receive remuneration on the following indices of the base salary on the teachers' regular salary schedule.

		GROUPS							
YRS. EXPER.		I	II	III	IV	V	VI	VII	VIII
20**									
10*									
4		0.2	0.14	0.11	0.08	0.06	0.045	0.035	
3		0.19	0.13	0.1	0.075	0.055	0.04	0.03	
2		0.18	0.12	0.09	0.07	0.05	0.035	0.025	
1		0.17	0.11	0.08	0.065	0.045	0.03	0.02	
0		0.16	0.1	0.07	0.06	0.04	0.025	0.015	0.01

- B. All teachers employed by supplemental contract by the Board shall be allowed credit for experience from another district up to a maximum of three (3) years for comparable service, as determined by the superintendent or his designee at the time of initial employment.
- C. Any coach who moves horizontally on the index because of a different supplemental contract in the same sport shall be granted a maximum of three (3) years experience on the new supplemental contract. Any coach who moves to the right on the index because of a different supplemental contract in the same sport shall be granted the same number of years on the old supplemental contract.

- Step 10 Head Coaches earn 2% over Step 4.
Step 10 All others earn 1% increase over Step 4.
- ** Step 20 Head Coaches earn 2% over Step 10.
Step 20 All others earn 1% over Step 10.
- *** TO ACHIEVE STEPS 10 AND/OR 20, ALL EXPERIENCE MUST BE IN THE SAME SPORT OR ACTIVITY REGARDLESS OF ASSIGNMENT (LEVEL).

Teachers assigned to the following regular teacher assignments must accept the supplemental contracts listed with them:

Teaching Assignment

Supplemental

High School/Middle Orchestra
High School Vocal Music Teacher
Middle School Vocal Music Teacher

Orchestra Director
Choir Director (High School)
Choir Director (Middle School)

Middle School Band
High School Band
One (1) High School Language Arts
Middle School Technical

Assistant Band Director
Band Director
Jacket Journal
District Technical Leader (Middle School)

D. GROUPS:

Group I

Assistant Activities Director
Head Basketball Coach
Head Football Coach
Band Director

Group II

Assistant Band Director
Assistant Basketball Coach
Assistant Football Coach
Cheerleading Advisor, High School
District Technology Leader
Forum Advisor (if only one director)
Head Baseball Coach
Head Soccer Coach
Head Softball Coach
Head Boys Track Coach
Head Girls Track Coach
Head Volleyball Coach
Head Volleyball Boys Coach
Head Wrestling Coach
Jacket Journal Advisor
Swim Coach
Weight Room Coordinator

Group III

Assistant Wrestling Coach, High School
Cross Country Coach

Freshman Basketball Coach
Freshman Football Coach
Freshman Wrestling Coach
Golf Coach
Tennis Coach

Group IV

Assistant Baseball Coach
Assistant Cheerleading Advisor, High School
Assistant Soccer Coach
Assistant Softball Coach
Assistant Swim Coach
Assistant Track Coach
Assistant Boys' Volleyball Coach
Assistant Volleyball Coach
Basketball Coach, Middle School
Cheerleading Advisor, High School
Cheerleading Advisor, Middle School
Football Coach, Middle School
Forum Advisor, Editorial (if two advisors)
Intramural Coordinator, High School
School Technology Leader
Track Coach, Middle School (2)
Wrestling Coach, Middle School (2)

Group V

Choir Director, High School
Cross Country – Middle School
Director of Musical
Drill Team Advisor
Forum Show Director
Freshman Baseball
Freshman Softball
Freshman Volleyball
Golf Assistant – Middle School
Junior Class Advisor
LPDC
Orchestra Director
School Forum Advisor, Business (if two advisors)
Senior Class Advisor
Student Council Advisor, High School
Tennis Assistant
Vedette Advisor
Video Announcement
Volleyball Coach, Middle School

Group VI

Art Club Advisor, High School
Choir Director, Middle School
Director of Each Drama Production
(advisor directed-minimum two per year)
English Club Advisor, High School
French Club Advisor, High School
In The Know Advisor
Intramural Coordinator, Middle School
Latin Club Advisor, High School
Middle School Talent Show Advisor
National Honor Society Advisor
Power of the Pen, Middle School
Science Club Advisor, High School
Ski Club Advisor, High School
Sophomore Class Advisor
Spanish Club Advisor, High School
Student Council Advisor, Middle School

Group VII

Any Intramural Advisor
Bowling Advisor, Middle School
Elementary Student Council Advisor
Flag Corps Director
Peer Mediation
Pep Club Advisor, High School
S.A.D.D. Advisor
Safety Patrol Advisor

Group VIII

History Day Advisor
Science Fair Advisor, Middle School
Ski Club Advisor, Middle School
Summer Basketball (7-9)
Summer Football (7-9)

2. Extended Service – Teachers performing supplemental related to their regular teaching duties shall receive remuneration for the extended service at a per diem rate of their regular salary.
3. Any teacher hired under a supplemental contract to work on curriculum during the summer or on Saturdays during the school year will be paid at the current substitute teacher rate of pay.

4. Department Heads shall be remunerated at the rate of .009 of the base salary per teacher in the department. Departments: English, Math, Social Studies, Music, Foreign Language, Unified Arts, Special Education, Physical Education, Business, Science, Guidance, Vocational.
5. Middle School Achievement Coaches will be remunerated at the same rate as High School Department Heads.
6. If a new program is added that requires a position for which a teacher is issued a supplemental contract the Board of Education shall determine a fair and reasonable supplemental salary for the services performed that school year. This placement shall be open to negotiation at the next regularly scheduled negotiations sessions.
7. Saturday School Supervisor shall be paid at the rate of \$19.00 per hour.
8. The initial supplemental contract will require certification in both CPR and Sports Medicine. Current holders of supplemental contracts will be required only the necessary certification by law.
9. Athletic coaches may be granted a day of professional leave for each sport they coach.
10. Vouchers for coaches' pay can be submitted at the end of their regular season or District competition.
11. Coaches whose season is extended beyond District competition will be remunerated at the rate of .03 per week of their coaching pay for a maximum of two (2) weeks.

The athletic trainer will be compensated at the following schedule:

Step	0	1	2	3
	.30	.33	.36	.42

High School Cheerleading Advisor, Assistant Cheerleading Advisor and Middle School Cheerleading Advisor will be paid one-half (1/2) of the supplemental after the football season and one-half (1/2) after the basketball season. The contract covers both football and basketball seasons.

12. Supplemental contract provided by access to grant funding will be the amount stipulated in the grant.

HEALTH INSURANCE

Effective July 1, 2002, the following changes will apply to the medical and prescription drug coverage:

- PPO Network with steerage - \$25.00 Office Visit in network
 - \$250.00 single/\$500.00 family deductible in network; \$500.00/\$1,000.00 out of network
 - 80/20 co-pay maximum out-of-pocket expense of \$500.00 single/\$1,000.00 family in network; 60/40 \$750.00/\$1,500.00 out of network
 - Prescription drug card – co-pay may not be submitted to major Medical for reimbursement. Retail co-pay of \$10.00 generic/\$20.00 name brand (up to 30 day supply)
 - Mail order co-pay \$20/40 (90 day supply) mandated
- MED VALUE- containing medical costs through MED VALUE. Includes:
 - Pre-admission certification and concurrent review
 - Second surgical opinion
 - Case management
 - MED VALUE provisions as attached

AMENDMENT
TO
MOUNT VERNON CITY SCHOOLS MEDICAL BENEFIT PLAN
(BENEFIT SERVICES, INC.)
EFFECTIVE DATE: AUGUST 1, 1993

CONTAINING MEDICAL COSTS THROUGH MED VALUE

(READ CAREFULLY - NONCOMPLIANCE MAY RESULT IN SEVERE PENALTIES)

PRE-ADMISSION CERTIFICATION AND CONCURRENT REVIEW

Under the Pre-Admission Certification/Concurrent Review Program, your doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before you are admitted to the hospital. Any elective non-emergency hospital stay (including maternity, psychiatric and substance abuse admissions) must be pre-certified.

Pre-certification insures that a hospital admission is necessary for the care recommended and that efficient scheduling of service occurs. The result is a less costly and more effective use of hospital services and less inconvenience for you and your family.

Here's How It Works: If your doctor recommends that you or a covered family member enter the hospital for a non-emergency reason, you or a family member are required to call the toll-free Hotline at 1-800-349-8587 approximately two weeks before the anticipated admission. A MED VALUE nurse reviewer will then contact your doctor for the necessary information.

In the case of any emergency admission, you, a family member, or your doctor should notify the MED VALUE office of the hospitalization within one working day of admission.

The review of the course of treatment during hospitalization is called "concurrent review" Concurrent review verifies that the hospital confinement already in progress does not exceed the number of days that are medically required.

The pre-admission certification and concurrent review procedures required for full benefits under your medical plan are described more carefully below:

A registered nurse reviewer familiar with hospital procedures will review the number of days your physician has recommended for hospitalization. Usually that recommendation is approved without question. In those cases where it appears that the length of the hospital stay could be LESS than our physician has recommended, a MED VALUE physician will contact your doctor to discuss the need for the extended stay.

You, your physician, and the hospital will be notified in writing of the initial number of days that have been approved for reimbursement under your medical plan.

During a hospital stay, the MED VALUE nurse reviewer will contact the hospital. If the hospital stay is expected to exceed the approved number of days, a MED VALUE nurse reviewer will contact your physician to verify the medical necessity of the additional days.

PENALTY

REMEMBER – IF YOU, A COVERED DEPENDENT, OR YOUR DOCTOR, DOES NOT NOTIFY MED VALUE of a hospital admission before a pre-scheduled stay or during the stay after an emergency admission, you will NOT RECEIVE THE FULL BENEFITS OF YOUR MEDICAL PLAN. Failure to follow these procedures will result in 50% reduction of allowed benefits to a maximum of \$200.00

SECOND SURGICAL OPINION

This program is designed to make you aware of nonsurgical care that may be an alternative to the proposed surgery, and to help you make an informed decision.

If a physician who is qualified to perform surgery recommends elective surgery, you should seek a second opinion. The Second Surgical Opinion Program gives you the opportunity to consult with another specialist qualified to perform the surgery about the need for the proposed non-emergency surgery at no additional cost to you.

ELECTIVE PROCEDURES REQUIRING A SECOND OPINION

YOU make the decision to proceed with the surgery, even if the second physician suggests alternative treatment. BUT in order to receive FULL benefits from your medical plan, you MUST seek a second opinion for these elective surgeries:

- Breast Surgery
- Hysterectomy
- Ligation or Stripping of Varicose Veins
- Back Surgery
- Knee Surgery
- Bunion Surgery
- Hernia Surgery
- Cataract Surgery
- Tonsillectomy and Adenoidectomy
- Hemorrhoidectomy
- Prostate Surgery
- Nose Surgery
- Coronary Bypass
- Gall Bladder Surgery

By getting a second opinion when these surgical procedures have been recommended, you can have the peace of mind that comes with knowing that the recommended surgery is necessary. And, if you find an alternative treatment is appropriate, you'll be able to avoid unnecessary surgery and hospital confinement.

PENALTY

If one of the procedures listed above has been recommended, you are required to obtain a second opinion in order to receive the full benefits of your medical plan. If you or a covered dependent do not get the required second opinion and undergo one of the listed surgeries, you will NOT RECEIVE THE FULL BENEFITS OF YOUR MEDICAL PLAN. Failure to follow the procedures will result in a 50% reduction of allowed benefits to a maximum of \$200.00.

SECOND AND THIRD OPINIONS FOR OTHER ELECTIVE SURGERIES

Although second surgical opinions are REQUIRED only for the required list of procedures, you will be reimbursed for 100% of the costs for second opinions for ANY recommended elective surgery. A third opinion will also be covered if the first two don't agree.

SCHEDULING A SECOND OPINION

If you need or wish to schedule a second opinion, call the MED VALUE Hotline first. The MED VALUE staff will schedule an appointment with a specialist in your area, or will tell you if the specialist you select meets the program requirements. They will also provide the necessary forms.

CASE MANAGEMENT

Case management is an economical, common sense approach to health care benefits. Sometimes patients, who can safely be treated at home or in another setting, remain hospitalized because relatively inexpensive and practical alternative care or equipment does not appear to be covered by health insurance. The Case Management Program is designed to help in these situations.

HOW CASE MANAGEMENT WORKS

In the process of the Concurrent Review Program described above, the MED VALUE nurse will identify cases that may be appropriate for care in an alternative site. The nurse reviewer will contact the patient's attending physician to discuss the alternatives, support care and equipment which might make discharge from the hospital possible. For example, a ramp built in the home of a patient confined to a wheelchair may make it possible for the patient to return home rather than continue to stay in the hospital. In this case, the nurse reviewer would discuss that alternative and obtain authorization for reimbursement for the ramp from the Plan. Case management would also provide

assistance to families of terminally ill patients regarding hospice care. The Case Management Program is designed to identify the best possible care options for each individual patient and meet that individual's unique needs.

CALL MED VALUE HOTLINE ABOUT CASE MANAGEMENT

If you or a family member is hospitalized, you may call the MED VALUE Hotline listed below to discuss possible alternatives to hospitalization with a nurse consultant.

MED VALUE does not limit or restrict your choice of hospital or physician.

MED VALUE does apply to you as well as **all of your dependents** that are covered under your Medical Plan.

MED VALUE does not apply where Medicare or any other coverage is your primary insurance.

WHAT NEEDS TO BE DONE

Notify your physician that your medical plan includes participation in the MED VALUE program.

REMEMBER – You, a family member or your physician **MUST** call the MED VALUE Hotline before admission when elective hospitalization is anticipated or within one working day of an emergency admission.

Also, call the MED VALUE Hotline if elective surgery has been recommended and you need assistance with a second surgical opinion, if you need assistance with case management, or if you have any other questions regarding the MED VALUE Program.

MED VALUE Hotline: 1-800-349-8587

MED VALUE Service Hours: 8:00 a.m. – 4:30 p.m.
(Calls before or after those hours will be recorded and returned)

REMEMBER: WHEN IN DOUBT – CALL!!!

Exhibit "F"