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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER CONTRACT
BETWEEN THE
PIKETON-SCIOTO EDUCATION ASSOCIATION
AND THE
SCIOTO VALLEY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

July 1, 2008 through June 30, 2011

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NEGOTIATIONS PROCEDURE

A. Definitions

1. “Professional Negotiations” – means conferring, discussing, and negotiating in good faith by a Board of Education or Superintendent through their designated representatives, and the recognized teacher organization through designated representatives, in an effort to reach agreement with respect to salaries, hours and working conditions.

B. Directing Requests

Requests in writing for negotiation meetings from the Association will be made directly from President of Association to the Superintendent and the Board of Education. Requests from the Board will be made in writing to the President of the Association. Requests for meetings shall contain an agenda of the items for negotiation. A formal notice to negotiate may be filed with SERB at any time after negotiations begin, but no later than sixty (60) days prior to the expiration of the negotiated contract.

C. Negotiation Meetings

An agreement will be reached by the Board or representatives of the Association within five (5) days of the request as to the time and place of the meeting which shall be held within thirty (30) days after the request has been submitted, unless both parties agree to an extension of time. Further meetings shall be held at the request of either party involved and negotiations shall be completed within sixty (60) days or by a mutually agreed time. If mutually agreed, Association members of the team may be released from school duties without loss of pay to attend local negotiations meetings. Negotiations meetings shall not be open to the public or to individuals who are not members of the bargaining teams. However, the bargaining teams may have individuals present at appropriate times to provide relevant information on particular issues such as insurance, finances, etc. Insofar as is possible, twenty-four hours notice shall be given to the other team when such an individual will be present at a bargaining session.

D. Representation

Representative members of the Board, or the Superintendent, or their designated representative shall meet with designated members of the Association to negotiate in good faith. Up to six (6) representatives may be used by each party, including professional and lay consultants. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives to the other party. While no final agreement shall be executed without ratification by the Association, and by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and make concessions in the course of the negotiations.

E. Study Committee

The parties may appoint joint ad hoc committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs for such committees shall be borne equally by the Board and the Association.

F. Progress Reports

Progress reports to the public during negotiations shall be mutually agreed upon by the parties prior to their release. If the parties cannot mutually agree on a release, then either party is free to make a unilateral release, after delivering a copy to the other party.

G. Information

The Board and the Superintendent agree to make available to the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, all information routinely or regularly prepared concerning financial resources of the district and such other information as will assist the Association in negotiations.

The Association agrees to furnish all available information on its proposals to the Board's negotiation team to support the development of sound programs for the school district. Nothing herein shall require the transmission of any confidential report or information compiled for the use of the Board or Association in negotiations.

H. While Negotiations Are in Progress

1. Recesses – The Chairman of either group may recess his/her group for independent caucus at any time.
2. Protocol – No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party.
4. Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

I. Agreement

When agreement is reached through negotiation, it shall be reduced to writing and submitted to the Association for consideration. If ratified, it shall then be submitted to the Board for its consideration. If adopted, it shall be signed by the appropriate officers and adopted into the official Board minutes as the Master Agreement between the Board and the Association. The agreement shall not discriminate against any member of the staff regarding membership or non-membership in the Association.

IMPASSE

J. Declaration of Impasse

In the event that agreement cannot be obtained on all issues submitted to the bargaining process, either bargaining team may declare impasse on issues not yet resolved and request that said issues be presented to the impasse provisions of the Article. Impasse may be declared at any time upon mutual consent of the parties.

K. Mediation

Upon declaration of impasse, both parties shall jointly request the use of a mediator to resolve issues of disagreement. A mediator shall be obtained through the Federal Mediation and Conciliation Service according to their voluntary rules and regulations. In the event agreement is not reached through mediation within twenty-one (21) calendar days after the first meeting with the mediator, the Association may initiate the provisions of Section 4117.14(D)(2) of the Ohio Revised Code.

Any cost involved in obtaining the services of a mediator shall be shared equally between the Board and the Association.

L. General Provisions Concerning Impasse

1. When agreement is obtained utilizing the procedures of impasse, the issues shall be submitted to the Association and Board according to the provisions stated in Item I "Agreement".
2. If agreement is not reached, the Board and the Association shall individually and independently take action on those items of disagreement at their next respective, regularly scheduled meeting or at a special meeting.

ARTICLE 1 INTENT AND PURPOSE

Section 1.1 This Agreement, entered into by the Board of Education of the Scioto Valley School District, Piketon, Ohio, hereinafter referred to as "The Board" and its agents and the Piketon-Scioto Education Association hereinafter referred to as the "Association" has as its intent and purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer/employee relationship.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To set forth the following conditions: wages, hours, benefits, and other conditions of employment.
- D. To ensure the right of every employee to fair and impartial treatment.

ARTICLE 2
FORMS

Section 2.1 All forms utilized in the implementation of procedures as outlined in this contract shall be printed and included as appendices in this contract.

Section 2.2 All forms shall be formulated and reviewed by both the PSEA and Board Negotiations teams prior to ratification of the Master Agreement.

ARTICLE 3
RECOGNITION

Section 3.1 The Scioto Valley Local Board of Education, hereinafter referred to as the "Board," hereby recognizes the Piketon-Scioto Education Association, OEA/NEA-Local, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel both full and part-time whether under written contract, on leave, or on a per diem or hourly rate basis, employed by the Board currently performing bargaining unit work or any similar work including by the way of illustration only but not limitation, classroom teacher (K-12, adult, special, vocational, and full-time substitutes), guidance counselors, librarians, media and program specialists, school nurses, coordinators, department heads, athletic directors, visiting teachers, tutors, and head teachers. Part-time employees shall be defined as those employees who regularly work more than twenty (20) hours per week but less than 36 ¼ hours.

Section 3.2 Except as provided elsewhere in this Article, the parties agree that all positions not specifically included in the bargaining unit shall be excluded from the bargaining unit. Such exclusion includes the superintendent, assistant superintendent, principals, assistant principals, other administrative personnel, and substitute teachers as defined in Section 4117.01(k) of the Ohio Revised Code and all non-certified, or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Act.

Section 3.3 In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the District, the Board shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Association in writing within five (5) calendar days. If the Association disputes the Board's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Association's notification to the Superintendent. If the parties agree on the determination, it shall be implemented as agreed by the Board and the Association. If the parties do not agree, the position(s) shall be subject to challenge by the Association to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and SERB rules and regulations.

Section 3.4 The Association recognizes its responsibility to represent all bargaining unit personnel.

Section 3.5 In furtherance of sections 3.1 and 3.2, a “full-time substitute” is a certificated employee who works in an assignment in one specific teaching position for more than sixty (60) days. Excluded substitutes are certificated employees who are called by the District on an as needed basis and do not work a regular work schedule.

A substitute shall receive a day-to-day per diem rate of pay to day sixty (60). On day sixty-one (61), the substitute shall be a member of the bargaining unit and shall be provided all benefits and rights under the Agreement.

The Building principal shall evaluate a full-time substitute after he/she works for one hundred twenty (120) days in a school year. The evaluation shall not be subject to Article 10 of the Agreement. A written recommendation will be made to the Superintendent (and provided to the substitute) regarding the full-time substitute teacher’s potential for being hired as a regularly contracted bargaining unit member.

An appointment of a full-time substitute teacher will automatically terminate at the end of a school year, without the need for notification of non-renewal from the Board pursuant to the provisions of Article 33. A full time substitute who is employed for one hundred twenty (120) days or more during a school year and re-employed for or assigned to a specific teaching position for the succeeding year shall receive a contract as a regular teacher if he meets the local educational requirements for the employment of regular teachers.

ARTICLE 4 ASSOCIATION RIGHTS

Section 4.1 The Association shall have the following rights during the term of its recognition:

- A. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facility will be given as long as it does not interfere with any previously authorized activity in said building.
- B. To use Board owned equipment, including computers and printers, typewriters, calculators, duplicating equipment, public address equipment, audio-visual equipment for Association purposes at times which do not interfere with the operation of the school system. Such equipment shall not be removed from school premises, except on express authorization of the building principal. Any expendable supplies such as duplicating and typing paper, duplicating masters and stencils, will be supplied and/or paid for by the Association.
- C. To insert Association bulletins, newsletters, or other circulars in the teachers’ mailboxes in their respective buildings. If the District has an electronic communication system, the Association will be provided a mailbox or its equivalent on the system to use to communicate Association business. Such use shall not interfere with the operation of the school system.

- D. To use bulletin Boards in the teacher lounges or work rooms to disseminate information to members.
- E. To use telephones in any building to carry out Association business. Any fees or toll calls shall be reimbursed to the Board by the Association.

Section 4.2 The Association will be provided with:

- A. Copies of all Board agendas, minutes, and financial reports which are provided for each Board member. Such packets of information will be sent to the President of the Association in the same manner as they are provided to Board members; agendas shall be provided at least 72 hours ahead of Board meeting times.
- B. Copies of the following forms: Appropriations Resolution, Form 59, Budget, Training and Experience Grid, and Amended Certificate of Estimated Resources. Such copies shall be sent to the President of the Association as soon as it is feasible after such form is filed with the agency as required by law.
- C. Any other publicly available information will be provided to the Association.
- D. Names and addresses of newly employed teachers on or before the first regular day of school each contract year.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.1 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Association recognize their mutual responsibility to provide for the uninterrupted service to the citizens of Pike County. Therefore, for the duration of this agreement:

- A. The Association agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aide, condone or participate in any illegal strike, work stoppage, work slowdown, or illegal abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. The Employer may take action against illegally striking employees as authorized by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code.
- B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Association.

ARTICLE 6
SEVERABILITY/GENERAL PROVISIONS

Section 6.1 This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 6.2 The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language.

ARTICLE 7
PLEDGE AGAINST DISCRIMINATION

Section 7.1 The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, disability or national origin. After notifying the Association of the action to be taken, the Board and Administration may take any and all actions, which are job-related and consistent with business necessity, that are necessary and reasonable to comply with the Americans with Disabilities Act.

Section 7.2 The Board agrees not to interfere with the rights of the employees to become members of the Association, and there shall be no disparate treatment, interference, restraint or coercion by the Board or any Board representative against any employee because of Association membership or because of any legal employee activity in an official capacity on behalf of the Association.

Section 7.3 The Association agrees not to interfere with the rights of the employees to not become members of the Association, and there shall be no unlawful disparate treatment, restraint, or coercion by the Association or its representatives against any involvement in Association activities.

Section 7.4 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 8
COMPLAINTS AGAINST TEACHERS

Section 8.1 Except where the possibility of irreparable harm and damage might take place unless the Administration and/or the Board takes immediate action, complaints lodged against teachers by students, parents, or members of the community should be resolved informally by the building principal. If such an effort does not lead to an understanding and resolution of the problems involved, the complainant will be asked to provide the principal with a written complaint. If a written complaint is submitted, the principal shall give a copy of the complaint to the teacher and discuss the complaint with the teacher, and attempt to arrange a meeting of the complainant, the teacher and the principal at a mutually convenient time to discuss the complaint. If the complainant

does not put the complaint in writing and refused to attend a meeting with the teacher and the principal, then no action will be taken.

A. If it is not resolved at that level, it may be appealed to the Superintendent.

B. If it is still unresolved, it may be appealed to the Board.

Section 8.2 In each of the above steps, the complainant and the teacher may request and be accompanied by, a representative of his/her choosing. Conferences regarding such complaints shall be private. If an audio or video tape is made by the administration, a copy will be made for the teacher and, if the tape is placed in the teacher's file, the teacher may attach a written statement of rebuttal or explanation.

Section 8.3 Teachers shall be informed of any complaint by a parent and/or student which is directed toward them, which will become a matter of record.

ARTICLE 9 HEALTH AND SAFETY OF THE INSTRUCTIONAL STAFF

Section 9.1 Teachers shall report to their assigned duty stations at the time prescribed by Board policy and/or administrative rules and regulations, unless expressly authorized to be absent from such duties by the Superintendent or building principal. In the event of an act of God or major disruption which interrupts the normal routine of the school community, teachers shall be under the direct orders of the Superintendent and/or principal, unless such orders present a clear and imminent danger to the health and safety of a teacher.

Section 9.2 Unauthorized individuals spotted in the buildings before, during, or after the school day shall be reported to the appropriate administrator (usually the principal), and the administrator shall proceed per O.R.C. 3313.20.

Section 9.3 All visitors to the building shall be provided an identification badge to wear while visiting the building.

ARTICLE 10 EVALUATION

Section 10.1 Evaluation of an employee shall be conducted by the employee's immediate supervisor or an administrator designated by the Superintendent due to the extended illness of the employee's immediate supervisor. The evaluator shall not be a bargaining unit member. The supervisor must have a Master's degree at the minimum and be employed under a contract pursuant to O.R.C. Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of O.R.C. Section 3319.22. The Superintendent shall have the right to assign an alternate evaluator to an employee whose immediate supervisor/evaluator is a relative of the employee or who may pose a conflict of interest.

Section 10.2 All formal evaluations of the work performance of a teacher on a limited contract shall be conducted openly and with full knowledge of the teacher.

Section 10.3 A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least two (2) weeks between the formal observations. The evaluator shall complete a Teacher Observation Record for each formal observation. The teacher shall receive a copy of the Teacher Observation Record within seven (7) working days and shall discuss the observation with the evaluator. No observation shall be made on the day before or after a holiday or the day after the teacher's absence or the day after a calamity day.

Section 10.4 Observations resulting in identification of performance deficiencies shall be followed within seven (7) working days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed.

Section 10.5 All teachers on limited contracts which expire at the end of the school year shall be observed for the first evaluation between September 23 and January 22. The first observation shall be scheduled at least one day in advance. For those teachers who show no deficiencies after the first evaluation, a second evaluation shall be at the evaluator's option.

Teachers subject to a second evaluation shall be observed between February 15 and April 1.

Section 10.6 No later than January 31, for a teacher on a limited contract which expires in that school year, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

No later than April 10, for a teacher on a limited contract for whom a second evaluation was conducted, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

Section 10.7 The evaluator shall note all the facts used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report shall be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature shall not be construed as evidence that the employee agrees with the contents of the evaluation report.

Section 10.8 The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

Section 10.9 The evaluation procedure does not apply to supplemental positions.

Section 10.10 If it has been impossible to meet the deadlines set forth in this procedure due to the absence of the employee or school closure, reasonable extensions may be taken by the person conducting the evaluations.

Section 10.11 This procedure shall take precedence over any statutory procedures set forth in Section 3319.111 of the Ohio Revised Code regarding evaluations.

Section 10.12 The administration will fully inform all teachers of any evaluation procedures, criteria, and instruments which subsequently shall be used in their evaluation.

Section 10.13 All alleged misinterpretations, misapplications, or violations of the evaluation procedure may be submitted to the grievance procedure.

Section 10.14 It is specifically agreed that student proficiency test scores shall not be used an indicator of a teacher's ability to teach as such test scores are the result of the ability of each individual student supported by the cumulative efforts of the student, their parent(s), their teachers, and the school district. As such, proficiency test score results shall not be used as the determining factor in any adverse personnel action against an employee including, but not limited to, non-renewal or contract termination.

Section 10.15 A teacher on a continuing contract may be evaluated pursuant to the sections of this article.

ARTICLE 11 SICK LEAVE and BEREAVEMENT LEAVE

Section 11.1 Sick Leave shall accumulate at the rate of one and one-quarter (1 ¼) days per month, and at a maximum of fifteen (15) days per year.

Section 11.2 Each teacher's maximum accumulation shall be two hundred and twenty (220) days.

Section 11.3 On September 15 of each school year, teachers who have accumulated sick leave of less than five (5) days shall be advanced that number of days necessary to bring the accumulation to five (5) days.

Section 11.4 Any teacher transferring to the employ of the board shall be credited with the unused balance of his accumulated sick leave upon certification of such accumulation from the proper public agency.

Section 11.5 Unused accumulation shall be reported to each teacher by the Treasurer yearly.

Section 11.6 A teacher has the right to use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or children, and absence due to death or illness in the immediate family. (Such leave shall be limited to the maximum sick leave accumulated by the teacher).

Section 11.7 Immediate family for the purpose of this policy shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, or other persons who have assumed a similar position to the teacher regardless of residence. If there are unique circumstances that warrant a broader interpretation of "immediate family," such circumstances may be brought to the attention of the Superintendent. The Superintendent's decision shall be final.

Section 11.8 Teachers granted such leave shall be replaced by a substitute according to Board adopted policy.

Section 11.9 Teachers for whom sufficient sick leave is not available to cover a disability due to pregnancy shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave. For the purpose of this section, disability means the teacher is physically unable to perform his/her assigned duties.

Section 11.10 When a member of the instructional staff has exhausted his/her accumulated sick leave, sick leave may be advanced upon recommendation of the Superintendent. Sick leave so advanced shall not exceed that number of days which can be earned during the balance of the current school year.

Section 11.11 Upon their return to work, employees will be required to fill out a form concerning their use of sick leave. Failure to submit the form within ten (10) calendar days of returning to work will subject the employee to progressive discipline. When an employee turns in a sick leave form, he/she must receive a signed and dated copy of the form from the individual to whom he/she submits the form.

Section 11.13 BEREAVEMENT LEAVE – An employee shall be entitled to up to three (3) days of paid funeral leave not chargeable to sick leave, to be used in the event of a death in the employee's immediate family. For the purpose of the section, immediate family shall be defined the same as in Article 11 Section 7. Funeral leave must be taken at the time of the death in the employee's immediate family.

Section 11.13 Substitute or other coverage due to absence shall be done in accordance with Article 23.

ARTICLE 12 CITIZENSHIP LEAVE

Section 12.1 The Board shall provide citizenship leave with pay to members of the instructional staff for the following reasons:

- A. Jury Duty, provided any fee received is turned over to the Board of Education.
- B. Court appearance as witness, provided that such teacher is subpoenaed and no more than 15% of the bargaining unit is granted such leave concurrently.
- C. Court appearance as defendant, provided that such teacher is a defendant in the course of such teacher's employment.

Section 12.2 Member of the instructional staff on such leave shall be provided a substitute according to the Board adopted policy.

Section 12.3 Such leave shall be granted upon written notice of not less than three (3) days to the Superintendent by the member of the instructional staff requesting such leave, when satisfactory evidence of such need is presented.

Section 12.4 Substitute or other coverage due to absence shall be done in accordance with Article 23.

ARTICLE 13
POLITICAL LEAVE

Section 13.1 A teacher who has completed three (3) school years with the Scioto Valley Local School District, who is a candidate for public office, or who has been elected to public office shall be granted, upon application, a leave of absence without pay.

Section 13.2 Such leave shall not exceed two consecutive school years, but may be renewed upon written request of the teacher. The beginning and termination of such leave shall be scheduled to cause the least disruption of the educational program.

Section 13.3 Upon return from leave, the teacher shall be given an assignment consistent with his/her area of certification.

Section 13.4 Substitute or other coverage due to absence shall be done in accordance with Article 23.

ARTICLE 14
MILITARY LEAVE

Section 14.1 Any bargaining unit member shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with Sections 3319.14, 5923.05, 5903.02 and all other relevant sections of the Ohio Revised Code.

Section 14.2 Any regular employee who, as a reserve member of the armed forces of the U.S., may be called upon to receive temporary training, shall first attempt to schedule such training outside the regular school year. If scheduling does conflict with the school year, a leave of absence shall be granted in accordance with all relevant provisions of the Ohio Revised Code. The employee shall provide the Superintendent at least one (1) weeks' advance notice.

Section 14.3 Substitute or other coverage due to absence shall be done in accordance with Article 23.

ARTICLE 15
LEAVE OF ABSENCE – UNPAID

Section 15.1 Upon the written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for education, professional, or other purposes, and shall grant such leave if the teacher has completed three (3) years in the Scioto Valley Schools.

Section 15.2 The Board shall grant unpaid leave to any teacher whose illness or other disability is the reason for such request. The beginning and termination of such leave shall be scheduled to cause the least disruption of the educational program. Such leave may be renewed upon written request of the teacher.

Section 15.3 An instructional staff member, who has been approved for a leave of absence, will have his/her position held for a period of one year. If a second consecutive year of leave is granted, the position will still be held for another year for his/her return. Once an instructional staff member has used both years leave of absences and does not plan to return, the position will be open for posting. During the time the said member is on leave, the teaching assignment will be filled by a long term substitute.

Section 15.4 An employee on leave of absence must notify the Board in writing by April 15 of his/her intent to return to work the next school year or to a similar position if the employee's position no longer exists. Failure to provide such notification is considered a resignation by the employee. If the employee does not provide such notification, the position will be posted.

Section 15.5 Leave of absence will automatically be denied if the Superintendent or designee determines that a leave was requested in order to engage in employment other than with Scioto Valley Local Schools, except that it shall not be a violation of the purpose of educational leave for a teacher to hold a teaching assistantship of other less than full-time substantial employment for the purpose of helping the teacher manage the financial cost of the unpaid leave and the education being pursued.

Section 15.6 If the Board becomes obligated to pay STRS contributions for a teacher due to unpaid leave, the teacher must reimburse the Board for that cost.

Section 15.7 Substitute or other coverage due to absence shall be done in accordance with Article 23.

ARTICLE 16 PERSONAL LEAVE

Section 16.1 Each teacher shall be granted three (3) days leave with pay for conducting personal business that cannot be conducted at times other than the regular work day. Personal leave application shall be submitted three (3) days in advance except in cases of urgent necessity. The Board of Education will bear the expense of a substitute.

Section 16.2 Personal Leave shall not be authorized for purposes such as the following:

- A. Gainful employment
- B. Seeking employment
- C. Recreational purposes
- D. Holidays or Vacations
- E. Shopping tours
- F. Accompanying spouse on business trip

Section 16.3 Two (2) days may be taken without a reason given. The other day will be taken only with the approval of the Superintendent, and specific reasons must be given.

Section 16.4 The unauthorized and/or fraudulent use of the personal leave as provided under this Article shall result in a deduction of pay for each unauthorized and/or fraudulently used day.

Section 16.5 No more than ten percent (10%) of the certificated staff in any building shall be granted personal leave at the same time. Fractions shall be rounded to the next whole number. Upon approval of the building principal, the 10% limitation may be waived.

Section 16.6 When a member of the instructional staff has exhausted his/her personal leave, additional leave may be advanced upon recommendation of the Superintendent not to exceed one (1) day.

Section 16.7 Substitute or other coverage due to absence shall be done in accordance with Article 23.

Section 16.8 If a teacher does not use all of his/her personal leave, then the teacher may have the unused personal leave days converted into sick leave days. If the teacher has reached his/her maximum sick leave accumulation and is unable to convert the unused personal leave days, then the teacher will be paid \$100 for each unused personal leave day.

Section 16.9 Attendance Incentive – Bargaining unit members who do not utilize any sick leave and/or personal leave during the school year shall be entitled to an attendance incentive payment of \$400. Bargaining unit members who use one day or less of sick and/or personal leave shall be entitled to an attendance incentive of \$300. Bargaining unit members who use more than one but no more than two sick and/or personal leave days shall be entitled to an attendance incentive payment of \$200.

ARTICLE 17 CHILD CARE/FAMILY AND MEDICAL LEAVES

Section 17.1 Any teacher who has completed two (2) school years with the Scioto Valley Local School District and who is expecting a child or adopting a child less than school age shall be granted a leave of absence without pay upon application. Such leave shall be no longer than the current academic school year.

Section 17.2 Application for child care leave shall be in writing and shall contain a statement of the expected date of birth, or, in the case of adopting, the date of obtaining custody, the date on which the leave of absence is to commence and the date the teacher anticipates return to service. Such return should be made as early as possible.

Section 17.3 Upon return from approved child care leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to either the position or a similar position consistent with certification.

Section 17.4

A. A teacher may use unpaid family leave for the purposes and on the conditions set forth in the Family and Medical Leave Act of 1993.

- B. A teacher desiring to use family leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he or she will use family leave must specify that "Family Leave" will be the type of leave taken.
- C. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.
- D. Instead of taking family leave, a teacher may opt to take other forms of unpaid leave under this Article if eligible for the particular type of leave. However, a teacher is not eligible to take unpaid leave if, during the preceding twelve (12) months, the teacher has taken family leave.
- E. Upon return to service, the teacher shall resume the same contract status which he/she had prior to the leave.

Section 17.5 Substitutes or other coverage due to absence shall be done in accordance with Article 23.

ARTICLE 18 PROFESSIONAL LEAVE

Section 18.1 The Board of Education shall annually appropriate an amount for members of the bargaining unit to be granted leave with pay to attend meetings or conferences of an instructional nature or visitation that in the opinion of the teacher and the Superintendent can be beneficial to improving said teacher's instructional abilities.

Section 18.2 A teacher requesting such leave shall notify the Superintendent in writing at least ten (10) days in advance, if possible, of such leave which shall include the date(s) leave is requested, and the place and function for which leave shall be used.

A teacher granted such leave shall have all necessary and actual expenses of such leave paid for by the Board to a maximum of three hundred fifty dollars (\$350.00), inclusive of registration fees. The Board shall pay in full all necessary and actual expenses for any professional development that it request or directs a bargaining unit member to attend. Requests for reimbursement shall be at the current IRS rate per mile spent in travel to and from such leave location. The mileage reimbursement shall be in addition to the \$350.00. "Necessary and actual expenses" shall not include the costs of employing substitute teachers.

In order to receive reimbursement, the teacher must supply the Superintendent with written confirmation evidenced by a signature at the bottom of Appendix E by a party involved in running the conference or visitation indicating that he or she in fact attended the conference or visitation.

Upon approval by the Superintendent of the professional leave, a teacher may request that the initial registration fee be paid by the Board prior to his or her attendance at a meeting or conference. Any such requests shall be honored by the Board. If the teacher fails to attend the conference or workshop or fails to submit an Appendix E form with a signature of someone involved in running the conference or visitation, then the Treasurer shall deduct the amount of the advance registration fee out of the teachers' payroll check. The Appendix E form will be attached to the Appendix C form when the leave is approved.

Section 18.3 A teacher granted such leave shall be provided a substitute according to the Board approved policy.

Section 18.4 The Superintendent shall administer this policy in a fair and uniform manner.

Section 18.5 The Superintendent shall grant an accumulative total of up to eight (8) days leave with pay per school year to members of the Association to attend any meetings or conferences of Association affiliates.

Section 18.6 Such leave shall be not counted as part of the Professional Leave as outlined in Sections 18.1 through 18.6 of this policy, but the notification procedure in Sections 18.1 through 18.6 shall be followed in requesting leave under this part of the policy. Expenses for such meetings shall be paid by the Association.

Section 18.7 Substitute or other coverage due to absence shall be done in accordance with Article 23.

ARTICLE 19 STRS – PICKUP

Section 19.1 Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, the Board shall pickup each teacher's mandatory contribution of the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby. The dollar amount to be "picked up" by the Board:

- A. Shall equal the then-current percentage amount to the teacher's mandatory STRS contribution;
- B. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-907;
- C. Shall be included in computing final average salary;
- D. Shall not be reported by the Board as subject to current federal and state income taxes;
- E. Shall be reported by the Board as subject to city income taxes;

- F. Shall not affect the calculations of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

Section 19.2 Each teacher will be responsible for compliance with Internal Revenue Service Salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

Section 19.3 If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulation, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE 20 FAIR SHARE FEE (PAYROLL DEDUCTION)

Section 20.1 Payroll deductions shall be made for the following purposes, upon written consent of the teacher:

- A. Atomic Credit Union;
- B. Health Insurance;
- C. Dues and Fees in Accordance with Section 20.2 through 20.5 herein;
- D. Life Insurance;
- E. EPAC
- F. Scholarship Fund

Section 20.2 Agency shop shall be an exclusive right conferred upon the Piketon-Scioto Education Association, as the exclusive bargaining agent. Each bargaining unit employee, upon employment and reemployment shall annually either:

- A. Sign and deliver to the Association an application for Association Membership and unless the annual dues are paid by cash, check, money order, or other approved method, sign and deliver to the Association an authorization to the Treasurer for payroll deduction of membership dues on a continuous basis until terminated in writing to the President of the Association. The Treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments less the amount of Association annual dues previously paid through payroll deduction; or
- B. In lieu of becoming a member of the Association, authorize the Treasurer to check-off from the wages of the Employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Teaching Profession. All contracts of employment for positions in the bargaining unit shall contain the following language: "This contract of employment is subject to the Master Contract between the Piketon-Scioto Education Association and the Scioto Valley Local Board of Education, the terms and conditions of which are incorporated herein by reference as though fully written herein. By signing this contract, I represent that I have been notified

of the Agency Shop provisions contained in the Master Contract, that I will, if I elect not to become, or remain, a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the term of my employment by the Board.”

Section 20.3 The President of the Association shall by October 1st annually certify to the Treasurer of the Board of Education the amount of the annual representation fee and uniformly applied assessments for the ensuing school year. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall on the basis of the documents referred to in Section 20.2 A and B, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association. The deduction shall be in eighteen (18) equal payments beginning with the paycheck dues on or about October 15, and continuing with each paycheck of the nine (9) months following. The failure or refusal of the Treasurer to deduct the representation fee, due to the court order or otherwise shall not relieve the employee of his/her liability to the Association for the amount of the representation fees and assessments.

Section 20.4 Upon the effective date of this Agreement the Board and Association shall jointly notify in writing each employee in the bargaining unit of this Agency Shop Agreement. Any non-member of the Association who elects to continue employment with the Board after the thirty (30) day period shall be deemed to have consented to receive the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable to the Association for the annual representation fee and uniformly applied assessments.

Section 20.5 The Treasurer of the Board shall transmit all payroll deducted Association dues and fees to the Association Treasurer no later than ten (10) calendar days following the issuance of each paycheck from which such deductions are made. The Association must deposit said dues and fees within ten (10) days of issuance from the Board’s Treasurer. If said deposit is not made, the Association President shall be notified immediately.

Section 20.6 The Association shall indemnify the Scioto Valley Local Board of Education cost, expense, or other liability that may be incurred as a result of the adoption of the Agency Fee provision as listed herein, provided that:

- A. The District shall be required to give the PSEA ten (10) days written notice of any claim made or action filed against the district by a non-member for which indemnification may be claimed;
- B. The PSEA has the right to designate counsel to represent and defend the district;
- D. The district agrees to (a) give full and complete cooperation and assistance to the PSEA and its counsel at all levels of the proceeding, (b) permit the PSEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) not oppose the PSEA or its affiliated organizations’ application to file briefs amicus curiae in the action;

- E. The action brought against the district must be a direct consequence of the districts' good faith compliance with the Agency Fee provision herein, however, that there shall be no indemnification of the district if the district intentionally or willfully fails to apply (except due to a court order) or intentionally or willfully misapplies the Agency Fee provision herein.

ARTICLE 21
ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

Section 21.1 Assignment

- A. Any teacher presently under contract shall have the same assignment unless notified of a change, in writing, on or before July 10 of any school year, except as pursuant to this section. "Assignment Change" shall include any change in building or buildings, level, and/or department in which the services are to be rendered.
- B. Any teacher affected by any proposed change in assignment shall be consulted prior to any reassignment of that teacher.
- C. No teacher shall be reassigned after July 10 without written notification and the opportunity, upon request, for a personal conference with the Superintendent. The teacher may at his/her option have a representative of the Association at such conference.
- D. Any teacher reassigned after August 10 shall be granted pay for no less than one extra contract day, to be paid at his/her daily rate of pay. Such provision shall be considered compensation for extra time spent by such reassigned teacher in preparation for newly assigned classes/duties. At the discretion of the Superintendent, such teacher may be granted up to two additional days. Time spent in preparation shall be in a daily time frame and physical locale of the teacher's choice.

Section 21.2 Transfers and Vacancies

- A. Posting – Whenever the Board determines a job vacancy exists which needs to be filled, a notice of such opening shall be posted conspicuously on a bulletin board in each school building for five (5) working days. Teachers who wish to apply for any vacancy shall do so in accordance with the provisions listed in Section (C) herein. The Board shall not be obligated to consider any application submitted after the posting period. A copy of each posting during the school year shall be delivered to each bargaining unit member using the internal mail system. During the summer, a copy of the notice shall be sent to the Association President and also posted on the District's website. The posting period of five (5) working days shall run from the time the posting is mailed to the Association President.
- B. Closing – No position will be closed (filled) until the vacancy listing has been posted a minimum of five (5) working days.
- C. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another school building may file a written statement of such desire with the Superintendent not later than five (5) working days after the first day on which the vacancy was posted. In

making appointments, teachers who filed such request for change shall be considered by the Superintendent before new teachers are chosen in their stead.

- D. In acting on request for transfer, the following criteria shall apply:
1. Individual qualifications
 2. Instructional requirements
 3. Staff availability and experience
 4. Special criteria established by the administration to achieve staff balance or better staff utilization.
 5. Where the Superintendent determines that the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the school system.
- E. The position shall be awarded to the individual who best meets the criteria outlined in Section 21.2 herein. A teacher who is transferred will be placed only in a position which involves no reduction in salary (excluding supplemental contracts and/or extended service).
- F. Vacancies, or new positions, that occur ten (10) days before the start of a new school year or later, will be posted by April 1 of that school year to become effective the next school year. The criteria used to fill the posted position will be those outlined in Section 21.2(D) and (E). This procedure affects teaching vacancies only.

Section 21.3 Definition of Vacancy and Transfer

A vacancy is an opening in a certificated position by death, resignation, retirement, or the creation of a new position. A vacancy is not created by an approved leave of absence. A position opened because of a transfer to fill a vacancy shall also be defined as a vacancy.

All supplemental positions which open due to any of the reasons as listed above shall also be subject to all posting provisions as listed herein.

A supplemental position must not be posted unless the Board intends to fill it with someone other than the person who filled the position during the preceding year. A transfer means the movement of a teacher from one classroom building to another, a change in grade assignment, or a change in subject assignment.

Section 21.4 Promotions

- A. The Board will consider filling vacancies in supervisory positions from within its own teaching staff.
- B. Whenever a vacancy in a supervisory position arises or is anticipated, the superintendent shall promptly post notice of same on a bulletin board in each school building before the position is filled and notify the Association. Any new supervisory positions shall be posted with accompanying job descriptions.

ARTICLE 22
MEDICAL EXAMS

Section 22.1 The Board will provide at no cost to the employee (but not to an applicant for employment) any physical examination and/or vaccination required by the Board as a condition of continued employment.

ARTICLE 23
TEACHING ASSIGNMENT DURING PLANNING PERIOD

Section 23.1 The Board of Education recognizes that upon occasion a certificated staff member may be required to waive his/her planning/counseling period to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher or monitor. A certificated staff member may also be required to take charge of a group of students in addition to his/her regular assignment in lieu of substitute teacher or monitor.

Section 23.2 Such service shall be required by the principal or his assistant after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability.

Section 23.3 The rate of pay for internal substitutes shall remain at \$15.00 per class period for the life of the Agreement. The Board's obligation to pay shall be incurred whenever an employee, as a result of internal subbing, falls below 200 minutes per 5-day school week of planning time.

Section 23.4 It shall be the responsibility of the certificated staff member to report such service for payment on the proper form to the Board of Education Offices by the first of the month following said service.

Section 23.5 A regular teacher supervising a student teacher should not be consistently required to assume the duties of substitution for an absent teacher.

Section 23.6 Any teacher regularly and continuously assigned by the principal monitoring or supervising duties beyond the school day as determined by Board policy and who is not otherwise compensated by extra duty, supplemental or extended time contract for such service will be compensated at the rate of \$15.00 per hour.

ARTICLE 24
DUTY FREE LUNCH

Section 24.1 Every teacher in the bargaining unit shall be granted minimum of a thirty (30) minute duty free uninterrupted lunch period. Teachers are permitted to leave their building during lunch period upon notice to the building principal or the office secretary.

ARTICLE 25
INSURANCE

Section 25.1 The Board shall provide health insurance coverage with deductibles of \$100/\$200 network and \$200/\$400 non-network, with 90%/10% network and 70%/30% non-network coinsurance on the next \$2000 of eligible expenses per individual and \$4000 of eligible expenses per family annually. The prescription co-pays shall not exceed \$10/\$20/\$30 (retail) or \$20/\$40/\$60 (mail-in). The Board shall provide the following insurance programs at the following rates of premium coverage:

90% Health
100% Dental
100% Life
100% Vision

The deductible, coinsurance, and out-of-pocket limits shall not change during the term of this Agreement except for reasons beyond the Board's control. Should changes in deductibles, coinsurance levels, and/or out-of-pocket limits occur, the parties will negotiate over the changes. Impasse provisions of the agreement shall apply in the event agreement cannot be reached.

Section 25.2 The employee carrying single or family coverage shall pay the actual difference between the amount paid by the Board, and the actual rate of the premiums.

Section 25.3 The Board agrees that any employee that is required to pay a portion of an Insurance Plan sponsored by the Board of Education do so through payroll deduction.

Section 25.4 The Board shall provide group term life insurance in the amount of \$30,000 for each teacher.

Section 25.5 The Board shall provide tax sheltering to the employee's insurance premium contribution (through salary reduction) per section 125 of the Internal Revenue Code. The participating employees shall not be required to purchase additional or supplemental coverage.

Section 25.6 An insurance bonus of \$1,200 shall be paid annually to all teachers who do not take the Board's health insurance. Employees whose insurance is paid by the Board are exempt. Teachers who receive the bonus and become a participant during the year from September 1 through August 31 shall pay the \$1,200 back to the Board on a pro-rated basis. This can be a lump sum or by payroll deduction.

ARTICLE 26
CONTRACTS

Section 26.1 Limited regular contracts shall be issued in the following order:

A. Upon initial employment, the first limited contract shall be for one (1) year.

- B. Upon renewal of the first one (1) year limited contract, a limited contract of one (1) year will be offered.
- C. Upon renewal of the second one (1) year limited contract, a limited contract of two (2) years will be offered.
- D. Upon renewal of the two (2) year limited contract, a limited contract of five (5) years will be offered.

Section 26.2 Any duties not specified in the regular individual contract for which additional compensation is to be paid shall be by supplemental contract.

Section 26.3 In consideration of the services rendered by the teachers, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the Scioto Valley Local School District, whether existing or hereafter adopted. The initial compensation to be paid shall be according to the existing salary schedule and that amount shall appear on the contract.

Section 26.4 Said base annual salary shall be paid in twenty-six (26) installments every other Friday during the twelve (12) month period.

Section 26.5 The President and the Treasurer of the Board of Education, by affixing their signatures to a contract, have formally hired a teacher under the law. Newly hired teachers in the district shall be informed of the existence of the rules and regulations affecting the performance of professional duties and how the teacher can access this information.

Section 26.6 The person under supplemental contract shall have the option as to whether any, or how much, taxes shall be deducted from the supplemental salary so long as Federal and State statutes are not violated.

Section 26.7 No teacher shall terminate his/her contract after July 10 of any school year or during the school year prior to the end of the annual session without the consent of the Board. However, a teacher may terminate his/her contract at any other time by giving five (5) days written notice to the Board.

Section 26.8 Any retired teacher employed by the Board will be paid at the five-year experience step for his/her current educational degree level. If the retired teacher is re-employed in subsequent years, he/she will advance a step. No retired teacher shall advance beyond the 10th step. A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday being seven hours, ten minutes. The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from O.R.C. 3319.11 and 3319.111. The retired teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District.

The retired teacher will not be eligible for board-paid benefits. Retirement constitutes a break in service for the purpose of severance, service credit, seniority, reduction in force, accumulated sick leave, and Medicare. However, the retired teacher will be allowed to participate in the sick leave policy (except the sick leave bank provisions), the personal day absence policy, and the fair share policy. In the event of a reduction in force, the re-employed teacher will not have any

bumping rights outlined in other provisions of this Agreement. Non-retired teaching staff will have priority on all supplemental contracts.

The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.

A teacher shall be deemed "retired" under this Agreement when he has been approved for service retirement by the State Teachers Retirement System. Retired teachers shall not be eligible to participate in any retirement incentive program or be eligible for any severance pay. The Association President shall be advised when a retired teacher is re-employed.

ARTICLE 27 PROFESSIONAL PERSONNEL RECORDS

Section 27.1 Personnel records of a teacher within the bargaining unit are to be filed in the local treasurer's office, and are to be considered private to the fullest extent provided by law. At no time and under no circumstances shall a member of the administration, Board of Education, or secretarial staff voluntarily reveal and/or convey the contents of a teacher's personnel file to any individual.

Should a person other than officially authorized school personnel request to see the personnel file of a teacher, the teacher shall be notified within twenty-four (24) hours. The teacher shall be granted the right to be present and/or have a representative present in the event such person is legally authorized to see the teacher's file.

In the event a member cannot be reached within the twenty-four (24) hour period, the member shall be notified in writing of the request, the name of the person making the request, and the date upon which the file was reviewed.

Section 27.2 Any teacher shall have the opportunity, upon written request, to review his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review. A teacher may acknowledge that he/she has read the material by affixing his/her signature to the copy. His/her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher. He/She shall have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

Section 27.3 Anonymous letters or materials shall not be placed in a teacher's file until the author of such letter or material is verified and noted thereon.

Section 27.4 Other than routine evaluations, each employee shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be inappropriate. The employee shall have the right to request that the inappropriate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. Such material shall be removed if it pre-dates by more than one (1) year the date of issuance of such teacher's current limited contract. If such teacher is on a continuing contract, such material shall be removed if it was filed more than three (3) years from the date of the request of removal.

Section 27.5 A teacher may add material to his/her file upon request to the Superintendent that is relevant to his/her professional performance.

ARTICLE 28
TEACHER HANDBOOK OF BOARD POLICIES

Section 28.1 Copies of all Board of Education policies when completed and updated shall be printed at Board expense and made available to each member of the bargaining unit in the principal's office, school library, and teachers' lounge. In addition two (2) copies shall be made available to the Association for selective distribution as it deems appropriate.

ARTICLE 29
GRIEVANCE PROCEDURE

Section 29.1 Grievance Policy The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

Section 29.2 Purpose and Objectives The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest time, equitable solutions of grievances which may arise from time to time. Both the Board and the Education Association agree that grievance proceedings shall be handled in a confidential manner.

Section 29.3 Grievance Defined A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board of Education and the Association.

A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement or regulations has actually occurred.

A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

Section 29.4 General Provisions

- A. An individual grievance shall be initiated by the person so aggrieved.
- B. A group grievance may be initiated by the Association on alleged violation that affects two (2) or more teachers.
- C. A grievance shall be reduced to writing and include: (1) the alleged violation; (2) relief sought; and (3) date of initiating procedure.
- D. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.

- E. Counsel of choice may be used by all or any party involved in the grievance procedure provided the Association is invited in writing to attend the grievance meetings where an adjustment could occur. At the arbitration level, the grievant shall be represented by the Association only.
- F. Time limits shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
- G. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- H. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his realm of responsibility or control.
- I. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
- J. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem.
- K. A day shall be a school day.
- L. No reprisal shall be made against any party involved in use of this grievance procedure.
- M. A grievance may be withdrawn at any level without prejudice or record.
- N. No record, document, or communication concerning a grievance shall be placed in the personal file of any participants involved in the procedure herein described.
- O. All records, documents or communications concerning a grievance shall be destroyed upon resolution of the stated grievance, unless mutually agreed.

Section 29.5 Procedure

Level I - Administration

An alleged violation must first be discussed informally with the aggrieved teachers' administrator. The date and time of the informal discussion shall be documented and signed by all parties in said discussion.

Level II – Superintendent

If a resolution is not arrived at in Level I, the aggrieved may within twenty (20) days of becoming aware of the alleged violation, submit his written grievance to the Superintendent or his designee and request a meeting to discuss the grievance.

The meeting shall be within five (5) days of the request.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

Level III – Arbitration

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he may, within five (5) days of receipt of such written response, make written request to the Superintendent and the Association President that the grievance be submitted to arbitration.

The arbitrator shall be selected by the Association President or his designee and the Superintendent or his designee.

It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in case of alleged violations outlined in this Article. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. He shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as they may be restricted by this Agreement. In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Association, with a notification to the Administration without decision or recommendation on its merits. Except as provided for in Chapter 2711 of the Revised Code, there shall be no appeal from an arbitrator's decision if it is within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance, and on the administration and the Board. The fees and expenses of the arbitrator shall be paid equally by the Board and the grievant. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and either party shall be responsible for the expense of witnesses, except where it is agreed to that such hearing is during a witness's regular hours of employment.

ARTICLE 30
TEACHER SALARY SCHEDULE

Section 30.1 Salary Schedule

- A. All employees shall be paid according to the index salary schedule and related provisions of this Article (for regular teaching duties).
- B. The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.
- C. Effective July 1, 2008, the base rate shall be \$33,183 (Appendix F).
Effective July 1, 2009, the base rate shall be \$34,178 (Appendix G).
Effective July 1, 2010, the base rate shall be \$34,862 (Appendix H).

Section 30.2 Placement of the Schedule

- A. An employee shall be placed on the salary schedule according to the employee's training and experience as defined in this Article.
- B. An employee with a bachelor's degree shall be paid on the bachelor's degree column.
- C. The earning of 150 hours and a bachelor's degree shall be considered equal to the Bachelor's + 150 hours column. The hours may be graduate hours, undergraduate hours, or a combination of both.
- D. An employee with a master's degree shall be paid on the master's degree column.
- E. An employee with a master's degree who has earned an additional fifteen (15) semester hours after earning the master's degree, shall be paid on the master's + 15 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.

Section 30.3 Recognized Placement Criteria

- A. Any degree referred to above shall mean an earned degree from an accredited institution.
- B. Three (3) quarter hours shall equal two (2) semester hours.
- C. Bargaining unit members shall receive one year's credit on the salary schedule only for each year in which they have taught for one hundred and twenty (120) days or more in one school year under regular contract with an Ohio public school district or an Ohio chartered non-public school. They shall also receive one year's credit for teaching experience as a substitute teacher in the State of Ohio for one hundred and twenty (120) days or more per school year.

- D. For purposes of placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof, shall be counted as though teaching service had been performed during such time.

Section 30.4 Advancement on the Salary Schedule

A. Horizontal Advancement

1. An employee shall advance horizontally on the salary schedule by acquiring additional training.
2. An employee shall advance horizontally on the salary schedule when:
 - a. Sufficient course work or a higher degree is earned.
 - b. Satisfactory evidence of such completion is provided to the Treasurer's Office. Satisfactory evidence shall be an official transcript or a letter of course work completion issued by the appropriate institution or program.
3. Payment on the new column will commence as soon as feasible after the Treasurer's Office receives satisfactory evidence of completion of the necessary course work for the column.

B. Vertical Advancement

An employee shall advance vertically one (1) step on the salary schedule for each year of experience in the district. A year shall be defined in accordance with Section 30 (C).

ARTICLE 31
SUPPLEMENTAL SALARY SCHEDULE

Section 31.1 All supplemental salaries shall increase by the same percentage as the BA/0 base for each year of the contract, effective July 1 of each year. See Appendices I, J, and K for salary schedules.

Section 31.2 Years of experience in the same sport shall be counted for the purpose of salary experience when a teacher moves from one supplemental position to another.

Section 31.3 Any teacher may be granted up to seven (7) years experience credit for experience in the same sport.

Section 31.4 Any teacher who resigns his/her supplemental position but remains as a teacher in the system does not lose experience credit on the salary schedule.

Section 31.5 Payment for Supplemental Contract shall be in lump sum payments on the last paycheck of the month in September, December, March, or June, depending on when the supplemental contract traditionally is completed.

Section 31.6 Extended Time:

Industrial Technology	2008-09	\$ <u>398</u> /week	Two (2) weeks (1 before, 1 after)
	2009-10	\$ <u>410</u> /week	
	2010-11	\$ <u>418</u> /week	
Art	2008-09	\$ <u>398</u> /week	One (1) week (before, after, or split)
	2009-10	\$ <u>410</u> /week	
	2010-11	\$ <u>418</u> /week	
Home Economics	2008-09	\$ <u>398</u> /week	One (1) week (before, after, or split)
	2009-10	\$ <u>410</u> /week	
	2010-11	\$ <u>418</u> /week	
Guidance (Director)		2/9 salary	Eight (8) weeks (4 before, 4 after)
Guidance (Counselor)		1/9 salary	Four (4) weeks (2 before, 2 after)
Library		1/9 salary	Four (4) weeks (2 before, 2 after)
Nurse		1/18 salary	Two (2) weeks (1 before, 1 after)
Tutor		\$25.00/per hr.	
Home Instruction		\$35 per hour plus mileage at the IRS rate.	
Band Director		1/9 salary	Four (4) weeks (2 before, 2 after)

ARTICLE 32
SEVERANCE PAY

Section 32.1 Severance Pay at the Time of Service Retirement

Each employee of the Scioto Valley Board of Education shall be entitled to severance pay at the time of service retirement. The calculation of said severance pay shall be based on the employee's accumulated, but unused, sick leave.

Section 32.2 The provisions of such payment shall be:

- A. That said employee has been an employee of the Scioto Valley Board of Education immediately preceding his service retirement. Leave of absence approved by the Board of Education shall not constitute a break in service.

- B. That said employee qualifies for service retirement in the State Teachers Retirement System of Ohio.
- C. That the effective beginning date of said service retirement shall be within ninety (90) days of said employee's last day on the payroll.

Section 32.3 The calculation of said severance pay shall be based on the employee's accumulated and unused sick leave. The employee's accumulated sick leave shall be multiplied by twenty-five percent (25%) and the result shall then be multiplied by the employee's daily rate of pay based on his/her regular salary excluding supplemental pay at the time of his/her retirement. This shall constitute the severance pay at the time of service retirement.

Section 32.4 Written "Notice of Eligibility for Severance Pay" shall be given to each employee deemed eligible under Board of Education Policy. Said employee shall within 120 days after receipt of such notice, elect either transfer of unused sick leave or a severance payment. Failure of the employee to apply for either option within that time will cause the Board of Education to make such severance payment.

ARTICLE 33 FAIR DISMISSAL

Section 33.1 Termination of Contract

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

Section 33.2 Non-Renewal of Contract

Non-renewal of a teacher's regular limited contract shall be due to a teacher's lack of ability or degree of professional competency as determined from the Evaluation Process, Article 10 of this Agreement. A full written record of evaluation of a teacher's professional service shall be maintained prior to any action of non-renewal. Copies of such information shall be made available by the administration to said teacher upon request.

Section 33.3 Procedure

- A. Prior notice shall be made in writing to the teacher by the administration before recommending non-renewal to the Board.
- B. Reasons for non-renewal shall be clearly defined, and given to the teacher in writing with notification of the Board's intent to non-renew the contract. A teacher so notified shall have the opportunity to appear before the Board in executive session, or at the teacher's request in open session to respond to the reasons for non-renewal, prior to official Board action. Either party may have present any witnesses that party deemed relevant for the purpose of giving testimony concerning the written reasons for non-renewal.

Section 33.4 Relation to Law

This Article supersedes O.R.C. 3319.11 and 3319.111.

Section 33.5 Retirement Incentive

Eligible employees shall be entitled to receive a retirement incentive payment of \$15,000 upon their service retirement. In order to be deemed an eligible employee, the teacher must meet all eligibility requirements for service retirement under the State Teacher's Retirement System and the teacher must retire no later than the end of the school year during which the teacher first becomes eligible for service retirement under STRS. This program is voluntary.

In order to obtain the retirement incentive, eligible employees must notify the Superintendent, in writing, of his/her intention to retire. This notification must be delivered to the Superintendent no later than April 15. Payment of the retirement incentive will be made no later than the second pay period of June.

ARTICLE 34
FREE ADMISSIONS

Section 34.1 All teachers shall be provided with passes entitling them to free admission to athletic events sponsored by the Scioto Valley School District. Passes shall be issued in accordance with Board adopted rules and regulations.

ARTICLE 35
DISCIPLINE

Section 35.1 Discipline of a teacher within the bargaining unit by an administrator shall, upon request of the teacher, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action.

Section 35.2 For the purpose of this section "disciplinary action" shall be deemed to mean any reprimand which shall become a part of the teacher's personnel file(s), suspension of assigned duties, or contract termination.

Section 35.3 Any administrative action of discipline defined pursuant to the Agreement shall be preceded by written communication from the administrator making the charge to the affected teacher. This communication shall state that because the disciplinary action may become a part of the teacher's record, he/she may have an Association representative present when the action is taken.

ARTICLE 36
ADVANCED TRAINING SALARY ADJUSTMENT

Section 36.1 If a teacher earns additional credit hours during the school year which qualifies him/her for a higher place on the salary schedule, that teacher shall be placed on the appropriate level of the salary schedule.

Section 36.2 The teacher shall notify the Local Superintendent and Treasurer of the additional credit hours earned by submitting a copy of the transcript which shows additional credit(s) earned. Upon such notification to the Local Superintendent and Treasurer, the Local Superintendent shall, within thirty (30) days, make every reasonable attempt to secure certification that the teacher has been credited with sufficient hours to qualify him/her for a higher place on the salary schedule. Salary credit for such hours shall begin the first pay period following certification from the Superintendent.

ARTICLE 37
LENGTH OF CONTRACT YEAR

Section 37.1 The length of the regular contract year shall be 182 days, with the following possible exceptions:

- A. Two additional days may be scheduled for teacher in-service. Students will not be in attendance.
- B. In addition to the above two (2) days, three (3) days may be scheduled for teacher training/in-service. These three days shall be subject to the following provisions:
 - 1. If there is no college credit for any or all of the three days, teachers shall be paid their daily rate of pay for each day college credit is not granted.
 - 2. If college credit is granted, the Board shall provide all costs for the college credit, and in addition, shall reimburse each teacher at 50% of his/her daily rate of pay for each additional day.

ARTICLE 38
LENGTH OF SCHOOL DAY

Section 38.1 The length of a teachers' school day shall be no longer than seven hours and ten minutes including thirty minutes for an uninterrupted, duty-free lunch.

ARTICLE 39
ASSAULT LEAVE

Section 39.1 The Board of Education shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The

employee shall submit on prescribed Board of Education form justification for such leave. These signed forms shall be submitted within two (2) working days of said alleged incident, or if the employee is physically unable, as soon thereafter as possible. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its anticipated duration shall be required before assault leave can be approved for payment.

Section 39.2 To be eligible for assault leave, the certified employee shall apply for and be granted Worker's Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee.

Section 39.3 Any sick leave days deducted during the period the injured employee was awaiting eligibility for Workers' Compensation shall be reinstated upon granting of the benefits.

Section 39.4 An injured employee who has insufficient sick leave accumulation to cover the period such employee is awaiting eligibility shall be advanced a sufficient number of sick leave days that can be earned during the balance of the current school year.

Section 39.5 A teacher returning to duty following assault leave shall be returned to the same position as was held at the time of the incident if the return occurs in the same school year in which the assault took place. If the return does not occur during the same school year, the teacher shall be returned to the same position or another position consistent with certification.

ARTICLE 40 LESSON PLANS

Section 40.1 In the event of a teacher's absence, he/she will have lesson plans available for a substitute teacher. Such plans will be available to the building principal.

Section 40.2 This provision shall be waived, at the option of the teacher, for any absence lasting longer than three (3) continuous days.

Section 40.3 All teachers shall provide an emergency lesson plan for a substitute to cover an emergency situation when communication with the absent teacher is impractical.

Section 40.4 Failure to comply with this section may result in the following action:

- A. An oral reprimand may be given to the teacher by the building principal for the first violation.

- B. A written reprimand, placed in the teacher's personnel file, may be given for any violation after the first violation. This reprimand shall be given using the following form:

NOTICE OF FAILURE TO COMPLY WITH ARTICLE 40

Name of Teacher _____

Name of Principal _____

Date of Violation _____

Section of Article Violated (Circle One)

Section 40.1

Section 40.2

Section 40.3

Signature of Teacher and Principal _____

(Note: Signature of teacher does not necessarily constitute agreement that Article 40 has been violated).

- C. All written reprimands made pursuant to this section shall be subject to provisions of Article 27, Professional Personnel File.
- D. A copy of Article 40 shall be attached to any written reprimand given pursuant to this section.

ARTICLE 41
REDUCTION IN FORCE

Section 41.1 When, by reason of a decrease in enrollment of pupils, return to work by regular teachers after leaves absence, suspension of schools or territorial changes affecting the district, or due to the loss, reduction or inadequacy of funds for current operation, the Board decides that it will be necessary to reduce the number of teachers or abolish any regular or supplemental contract positions, it may make a reasonable reduction according to this Article. Prior to such reduction, the Board shall notify the teaching staff of its intent to make such reduction no less than thirty (30) days prior to such reduction.

Section 41.2 Seniority

- A. The definition of seniority shall be used for all purposes in this contract.
- B. Seniority will be computed from the teacher's earliest date of hire. The President of the Association shall receive a copy of all seniority lists no later than October 30 of each school year.
- C. For reduction in force purposes only, teachers on continuing contracts have seniority over those teachers on limited contracts.
- D. Seniority shall continue to accrue during all paid leaves of absence. Seniority shall not be broken by an unpaid leave of absence, but shall not be accrued during the unpaid leave of absence.
- E. A teacher to be suspended pursuant to this policy, who has certification in another academic area otherwise not affected by such reduction may displace the least senior teacher in such area.
- F. A tie in seniority shall be broken by the following method to determine the most senior member: (1) The earlier resolution hiring the employee; and then (2) by lottery, with the most senior unit member being the one whose name is first drawn, etc. (the drawing shall be in the presence of the Association President).
- G. Seniority shall be lost when a bargaining unit member retires or resigns; is terminated for cause; is non-renewed or otherwise leaves the employment of the Board; is on layoff for more than two (2) years.
- H. The Superintendent will post the seniority list no later than 60 days after ratification, and no later than September 30 of each subsequent school year. Such a list shall include name, certification(s) held, type of contract (continuing or limited), and the first day of continued employment.
- I. Each employee shall have a period of fourteen (14) calendar days after posting of the seniority list in which to advise the Board of Education Offices in writing of any inaccuracies which affect his/her seniority. The Superintendent or designee and Association President shall investigate all reported inaccuracies and make such adjustment as may be in order and post the updated list immediately. No protest shall be considered after fourteen (14) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.
- J. Teachers whose contracts are suspended shall be notified in writing and granted the following:
 - 1. Placed on the district's substitute list;
 - 2. Notice of any vacancy or newly created position for which the teacher is certified;

3. Reinstated to fill any vacancies which may occur, or new positions which may be created, within the next succeeding two (2) years suspension for which the teacher's reinstatement shall be granted to the most senior teacher so certified;
 4. Group insurance programs provided to the members of the bargaining unit shall be available to teachers so suspended upon payment by such teacher to the Treasurer of the Board of Education the total premium cost of such coverage.
- K. Teachers who have been placed on the RIF list have the obligation of notifying the Board of Education if suitable employment is found elsewhere.
- L. Any teacher on the RIF list is obligated to keep the Board of Education informed of current address and phone number.
- M. No suspended teacher's contract shall be non-renewed during the term of such suspension.

ARTICLE 42 ACADEMIC STIPEND

Section 42.1 The Board will provide an academic stipend for any teacher at the rate of \$120.00 per quarter hour/\$180.00 per semester hour. Teachers will be paid for a maximum of either twelve (12) quarter hours or eight (8) semester hours in any one (1) school year. A maximum of \$25,000 per fiscal year shall be available to fund this provision. Each teacher will be limited to a maximum pay out of \$1,440.00 per year.

Section 42.2 The Board shall pay the teacher said stipend upon proof of satisfactory completion of the course(s). In no case shall the amount paid exceed the amount paid for the course. Payment shall be made for each approved course in order of application, until the maximum amount has been paid by the Board.

Section 42.3 Courses will be approved in writing in advance by the Superintendent which meet the following criteria:

- A. Graduate level courses relating to teaching in/or administration of school.
- B. Undergraduate courses only if part of a program leading to an additional certificated teaching field or specialty or courses in the current field of certification.
- C. All courses must be from regionally accredited institutions of higher education.

Section 42.4 Payments will be made in September, following completion of the course, and only if the teacher is in the employment of the Scioto Valley District at that time.

ARTICLE 43
BUILDING MEETINGS
(General Teacher Meetings)

Section 43.1 Building faculty meetings called by building principals shall be attended by all teachers within the particular building and shall be considered as part of all teachers' regular duties. A teacher will not be required to attend the meeting if excused by the principal who called the meeting. Teachers may not be regularly excused for supplemental duties.

Section 43.2 Teachers' meetings shall be held to a minimum both in number and length of time. The principal shall not call more than one teachers' meeting per week. Monthly time limit maximums for said meetings shall be a maximum of two (2) hours with no more than one (1) hour in any session.

Section 43.3 After-school meetings shall begin no later than ten (10) minutes after student dismissal time, regardless of the length of the contracted school day.

Section 43.4 Morning meetings may be held in accordance with this Article, except such shall begin no sooner than twenty (20) minutes prior to the start of the instructional day. Any exception to this can be granted only after consultation with the building representatives and approval of the Superintendent.

Section 43.5 The principal shall give teachers advance written notice of at least forty-eight (48) hours for scheduled teachers' meetings. Said notice can be in routine internal communications or by special notice concerning the calling of a meeting.

Section 43.6 Teachers shall be given a prepared Agenda prior to the start of the meeting listing major issues to be covered in the meeting.

Section 43.7 None of the foregoing restrictions on building meetings apply in case of urgent necessity as determined by the Superintendent. Any teachers' meeting called due to an urgent necessity shall be limited solely to a discussion of the matter of urgent necessity.

ARTICLE 44
PLANNING AND PREPARATION TIME

Section 44.1 Except as otherwise authorized by Article 23, each high school teacher shall be allotted one (1) period per day for planning and preparation time. Each elementary teacher shall be allotted a minimum of forty (40) minutes per school day or two hundred (200) minutes per school week for planning and preparation time.

Section 44.2 Planning and preparation periods for all teachers shall be scheduled during the teacher's regular duty day/week.

Section 44.3 The provision of planning and preparation time shall not increase the scheduled school day, Article 38.

ARTICLE 45
PERSONAL LIFE

Section 45.1 The Board agrees that all members of the instructional staff are entitled to full rights of citizenship, regardless of race, creed, or place or origin.

Section 45.2 The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

Section 45.3 The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his or her teaching effectiveness in the Scioto Valley School District.

Section 45.4 The Board further agrees that the members of the instructional staff may wear insignia, pins, or other identification of membership in the Association or other organizations, civic or professional, on school premises.

Section 45.5 Teachers shall be guaranteed the right to support or oppose political causes and issues outside the teaching role and the teacher's school-related activities and relationships.

ARTICLE 46
TEACHER FITNESS

Section 46.1 The Board of Education agrees to make facilities for recreational purposes available to employees on the same basis as they are made to the public at large.

ARTICLE 47
TEACHER FACILITIES

Section 47.1 A faculty workroom will be provided at each building.

Section 47.2 The following equipment and supplies will be available in each building:

- | | | | |
|----|------------------------|----|--------------|
| A. | Phone | F. | Sink |
| B. | Faculty Bulletin Board | G. | Refrigerator |
| C. | Tables | H. | Laminator |
| D. | Chairs | E. | Pop Machine |

Section 47.3 A copy machine will be provided in each building. Teacher-use of the copy machines will be determined on a building by building basis consistent with meeting the operational needs of the school district and the needs of the building teachers. The Board will continue to provide pickup and delivery service for reproduction to be done in the central office.

ARTICLE 48
TUITION FOR CHILDREN OF TEACHERS

Section 48.1 Children of teachers in the district shall be permitted to enroll in the Scioto Valley School District and is not subject to open enrollment timelines.

ARTICLE 49
BOARD PAID MILEAGE

Section 49.1 The Board of Education shall pay a mileage allowance from travel to and from required or approved meetings. Such allowance will cover actual distance traveled to and from the meeting and will be paid only to those actually operating cars to and from the meeting and submitting the form designated. Provisions of this section are subject to limitations expressed in Section 18.2.

Section 49.2 Employees who use their personal vehicles for required travel within the district on official school business, approved in advance by the Superintendent, shall be reimbursed at the applicable IRS rate per mile.

ARTICLE 50
SCHOOL CALENDAR

The Association will appoint one certificated employee who, with one noncertificated employee from the District, will meet with one representative of the certificated employees and one representative of the noncertificated employees from each of the other School Districts in the County to develop options for the next school year's calendar. The committee shall transmit the options it develops to the Superintendent by February 1. The Superintendent, along with the other Superintendents from the County, will review the options for compliance with law and avoidance of paid holidays. Options not in conflict with paid holidays and otherwise in compliance with law shall be submitted to a County-wide vote of school employees during the month of March.

ARTICLE 51
MANAGEMENT RIGHTS

Section 51.1 The Board possesses the sole right to operate the school district and all management rights repose in it. The Board's exclusive rights shall include, but shall not be limited to, the following which are not modified by the express terms of this Agreement.

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, hire or lay off employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;

- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Determine the size and adequacy of the work force;
- G. Determine the mission of the Board as a unit of government;
- H. Take actions to carry out the mission of the Board as a governmental unit.

Section 51.2 The Association recognizes and accepts that all rights and responsibilities of the Board not specifically modified by this Agreement or ensuing agreements shall remain the function of the Board.

ARTICLE 52 DURATION

Section 52.1 This Agreement shall be effective as of July 1, 2008, and shall remain in force and effective until June 30, 2011.

ARTICLE 53 CRIMINAL RECORDS CHECK

The parties acknowledge that O.R.C. 3319.39 requires the Board of Education to release a conditionally hired individual from employment if, upon a criminal records check, he or she has been convicted of and/or pled guilty to offenses listed in O.R.C. 3319.31. No conditionally hired employee shall be considered a member of the bargaining unit until such time as the provisions of R.C. 3319.39 have been completed and the applicant is found eligible for employment. At the time the conditionally hired employee is found to be eligible for employment she/he shall have all rights and benefits, under the negotiated agreement, retroactive to the first day of employment.

ARTICLE 54 BOARD/ASSOCIATION RELATIONS MEETINGS

The representatives of the Administration may meet periodically with the representatives of the Association at mutually convenient times, to discuss matters of mutual concern. Minutes of meetings shall be taken by the Association secretary and submitted to the Administration for approval. After approval, a copy of such minutes shall be returned by the Association to the Administration, with the Association President's signature. Minutes indicated as approved, shall be considered the official minutes of the meeting.

ARTICLE 55

LPDC

The parties shall comply with R.C. 3319.22. The LPDC Committee shall consist of three teachers, appointed by the Association, one principal and one other administrator. Terms shall be for two years, except that the initial selection of two teachers and one administrator shall be for three years. Committee members may be re-appointed for successive terms, without limitation. Each teacher who is a member of the LPDC shall receive an hourly stipend equal to that of tutor pay.

ARTICLE 56

SICK LEAVE BANK

Members of the bargaining unit will be allowed to donate and transfer a maximum of three (3) days accumulated sick leave to a member or members who have exhausted their sick leave due to catastrophic illness. Catastrophic, for purposes of this Article, shall mean an individual suffering from a terminal illness, an individual who has an extended hospital stay of six months or more, and any other situation mutually agreed upon by the Association President and the Superintendent. A designee of the Association President shall be responsible for presenting to the Treasurer properly signed forms transferring sick leave. In the event all transferred days are not used, the Treasurer shall return unused forms to the Association President. Those forms shall be submitted to the Treasurer in groups of no less than twenty (20) at a time. (See Appendix L.)

ARTICLE 57

ENTRY-YEAR/MENTOR PROGRAM

The Board shall participate in the Entry-Year/Mentor program offered by the Pike County Education Service Center. Should the ESC Entry-Year/Mentor Program be discontinued, the Board and the Association shall immediately enter into negotiations pursuant to the collective bargaining agreement to establish a locally controlled Entry-Year/Mentor Program that meets state requirements.

ARTICLE 58

DIRECT DEPOSIT

All teachers hired after June 1, 2002 shall receive their pay via direct deposit.

ARTICLE 59

DISTRIBUTION OF CONTRACT

Section 59.1 Each teacher shall be provided with a professionally printed copy of this contract as soon as practicable after ratification and adoption by the parties. Teachers new to the district will receive a copy upon employment. The President of the Piketon-Scioto Education Association shall be given ten (10) copies of the contract for use of the Association. Costs of printing the contract shall be shared equally by the Association and the Board.

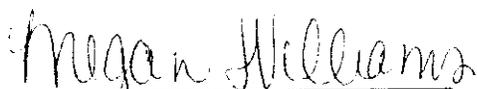
Section 59.2 The contract shall be printed in a size and type of print to be agreed upon by the Superintendent and the Association President.

SCIOTO VALLEY LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

PIKETON-SCIOTO EDUCATION
ASSOCIATION


President


President


Treasurer


Negotiations Chairperson


Superintendent

Name of Teacher _____ SCIOTO VALLEY SCHOOLS
 School _____ EVALUATION RECORD
 Grade Level or Subject(s) _____
 _____ School year: _____
 Evaluator _____ Present Contract Status: _____
 Year _____ - _____
 Observers _____ May be eligible for: _____ yr. contract

INTRODUCTION

Teacher scheduled for evaluation review will receive a copy of this record form and the interpretive guide early in September. Four appraisal conferences will be scheduled as shown below. Prior to these conferences, the principal, supervisor and/or department head will have provided written reports of classroom observations to the teacher. At the option of either the principal or the teacher, other school personnel may be invited to the conference.

SEQUENCE

The first and second conferences shall be scheduled before December 15. The third and fourth conferences shall be scheduled prior to March 31.

GROWTH AREAS

Prior to the conference, growth areas should be discussed. The principal will check those areas in which he believes growth is needed. Those which the teacher decides to check reflect his own self appraisal. Specific items checked under a major category may indicate that although the district standard has been met, growth is needed. Documentation, diagnosis and prescription for improvement shall be provided for each item checked by the principal.

DISTRICT STANDARDS

The teacher is expected to meet district standards of performance in the following major categories: Instructional Management, Personal Attitudes and Characteristics, Professional Attitudes and Characteristics, Professional Competence. These standards are illustrated in the Interpretive Guide and Worksheet. If it is determined that the district standards in a major category are not met, careful documentation based on performance in the current school year is required. Diagnosis and prescription for remediation must accompany the documentation, all of which shall be recorded on the official file copy.

PROCEDURES

If, at the second or a later conference, the principal for the first time checks a growth area or determines district standards are not met, the reason(s) should be clearly established as having occurred or come to his attention during the time elapsed between the first conference and the present conference.

The teacher should feel free to include or attach additional written statements at any time. The principal may be asked to sign statements submitted at a later date to acknowledge receipt and examination.

The teacher and principal shall sign the official file copy of each conference record to indicate that they have examined and discussed the contents.

A copy of the official file copy of each conference record shall be provided to the teacher. The official copy shall be kept in the appraisee's file in the principal's office and be made available for examination by the teacher upon request.

NOTE:

Please be sure to review the Staff Evaluation & Development Program handbook for a complete explanation of the evaluation review procedures.

SCIOTO VALLEY LOCAL SCHOOL DISTRICT

TEACHER EVALUATION FORM

Teacher: _____ Building: _____

Evaluator/Position: _____

Observation Dates for this Evaluation: _____

Pre-Observation Conference Date: _____

Post-Observation Conference Date: _____

Rating Code:

S Satisfactory (Meets and/or exceeds district expectations)

I/N Improvement Needed (Comments and prescriptive recommendations provided for suggestions to strengthen this area)

U Unsatisfactory (Did not meet the district expectations, possible consideration for non-renewal. Comments and prescriptive recommendations provided for suggestions to strengthen this area)

N/A Not Applicable (Cannot evaluate due to insufficient information or did not observe or is not applicable.)

I. Personal Attitudes and Characteristics

Principal's Rating

_____ 1. Takes initiative in meeting responsibilities
Comments: _____

_____ 2. Relates positively to students, parents, and staff
Comments: _____

_____ 3. Responds constructively to supervision
Comments: _____

_____ 4. Maintains acceptable personal appearance
Comments: _____

Additional comments and suggested prescriptive recommendations: _____

II. Professional Attitudes and Characteristics

- _____ 1. Helps each pupil to develop a realistic, positive self-image
Comments: _____
- _____ 2. Shows evidence of professional growth
Comments: _____
- _____ 3. Abides by written administrative policies and procedures
Comments: _____
- _____ 4. Works cooperatively with school and district personnel and assumes responsibilities
Comments: _____
- _____ 5. Informs parents of pupil performance and works to bring about improvement
Comments: _____

Additional comments and suggested prescriptive recommendations: _____

III. Professional Competencies

- _____ 1. Demonstrates skills in the presentation of subject matter
Comments: _____
- _____ 2. Seeks to promote student success
Comments: _____
- _____ 3. Evidences planning and organization, and is flexible in taking advantage of spontaneous learning opportunities
Comments: _____
- _____ 4. Involves students in active learning process
Comments: _____

Additional comments and suggested prescriptive recommendations: _____

IV. Instructional Management

- _____ 1. Establishes and maintains reasonable classroom control
Comments: _____
- _____ 2. Conducts classroom activities in an efficient manner
Comments: _____
- _____ 3. Keeps records as needed to provide information on pupil progress
Comments: _____
- _____ 4. Implements approved curriculum for grade and subject
Comments: _____

Additional comments and suggested prescriptive recommendations: _____

V. Supplemental Comments

Evaluator's Comments

Teacher's Comments

Evaluator's Signature/Date: _____

Teacher's Signature/Date: _____

(Signature indicates examination and discussion only)

SCIOTO VALLEY LOCAL SCHOOLS

LEAVE REQUEST (CERTIFIED*)

(Please print.)

A. Name _____

B. Leave Date(s) Requested _____

C. Type of Leave: (Circle One)

- | | | | |
|-----------------|----------------------|---------------|-------------------|
| 1. Assault | 2. Association | 3. Child Care | 4. Family/Medical |
| 5. Citizenship | 6. Military | 7. Personal | 8. Political |
| 9. Professional | 10. Leave of Absence | 11. Sick | 12. Vacation |

D. Reason for Leave _____

E. Personal Leave Only: Number of days already used this year.

(Circle One) 0 1 2 3

F. Professional Leave Only: _____

(Destination)

Estimated Expenses: (Submit receipts for registration, food, lodging, miscellaneous)

Miles round trip _____ @ \$ _____ per mile (Current IRS rate) = _____

Registration _____ = _____

Food (_____ # of meals @ \$ _____ average per meal) = _____

Lodging (_____ # of nights @ \$ _____ cost per) = _____

Miscellaneous _____ = _____

Total Estimated Expenses = _____

G. I understand my obligations, if this request is granted, to confirm to all pertinent responsibilities specified in law, regulation, policy, and Master Contract. If expenses are granted, reimbursement will be limited to the total estimate approved and will only be paid

upon presentation of an itemized list of expenditure. Receipts for lodging, meals, registration fees, and miscellaneous items must accompany the itemized list of expenditures.

H.	Leave Recommended	_____	_____
			Applicant's Signature
	Leave Not Recommended	_____	_____
			Principal or Supervisor
I.	Leave Granted	_____	
	Leave Not Granted	_____	_____
			Superintendent or designee

SCIOTO VALLEY SCHOOLS
PROFESSIONAL LEAVE PROCEDURES

Person Requesting Leave _____ Date _____

The attached copy of your request for Professional Leave has been:

_____ Granted with expenses.

_____ Granted without expenses for the following reasons:

_____ Not granted for the following reasons:

Should there be any questions concerning the disposition of your request, please contact the Superintendent.

All persons granted Professional Leave are required to present a completed meeting summary form to the Superintendent upon return from professional leave.

All persons granted Professional Leave with expenses are required to file an expense invoice with receipts attached to the Treasurer's office upon return from professional leave. Reimbursement for expenses is limited to the total estimate approved.

EXPENSE INVOICE

To be submitted within 30 days of return from leave.

Name of Meeting _____

Location of Meeting _____

Date(s) of Meeting _____

1. Mileage (_____ miles @ \$_____ per mile) _____

2. Registration _____

3. Lodging _____

4. Taxi Fare or Parking _____

5. Other _____

TOTAL _____

Receipts should accompany this form, except for item 1.

How is this course related to teaching or administration of schools? _____

I understand that, if this application is approved, I will not receive remuneration until the September following completion, and only if I am employed by Scioto Valley Board at that time and have submitted to the Superintendent documentary evidence of successful completion.

Signature of Applicant

Received in Office of Superintendent: _____
(Month, Day, Year, Time)

Disposition:

Approved _____

Signature of Superintendent

Not Approved _____

Reason: _____

APPENDIX F
2008-2009 Salary Schedule

<u>Experience</u>	<u>BA</u>	<u>BA+</u>	<u>M</u>	<u>M+</u>
0	1.0000 33183	1.0380 34444	1.0950 36335	1.1250 37331
1	1.0380 34444	1.0810 35871	1.1430 37928	1.1780 39090
2	1.0760 35705	1.1240 37298	1.1910 39521	1.2310 40848
3	1.1140 36966	1.1670 38725	1.2390 41114	1.2840 42607
4	1.1520 38227	1.2100 40151	1.2870 42707	1.3370 44366
5	1.1900 39488	1.2530 41578	1.3350 44299	1.3900 46124
6	1.2280 40749	1.2960 43005	1.3830 45892	1.4430 47883
7	1.2660 42010	1.3390 44432	1.4310 47485	1.4960 49642
8	1.3040 43271	1.3820 45859	1.4790 49078	1.5490 51400
9	1.3420 44532	1.4250 47286	1.5270 50670	1.6020 53159
10	1.3800 45793	1.4680 48713	1.5750 52263	1.6550 54918
11	1.4180 47053	1.5110 50140	1.6230 53856	1.7080 56677
14	1.4940 49575	1.5970 52993	1.7190 57042	1.8140 60194
18	1.5700 52097	1.6830 55847	1.8150 60227	1.9200 63711
22	1.6460 54619	1.7690 58701	1.9110 63413	2.0260 67229
27	1.7320 57473	1.8550 61554	1.9970 66266	2.1120 70082

APENDIX G
2009-2010 SALARY SCHEDULE

<u>Experience</u>	<u>BA</u>	<u>BA+</u>	<u>M</u>	<u>M+</u>
0	1.0000 34178	1.0380 35477	1.0950 37425	1.1250 38450
1	1.0380 35477	1.0810 36946	1.1430 39065	1.1780 40262
2	1.0760 36776	1.1240 38416	1.1910 40706	1.2310 42073
3	1.1140 38074	1.1670 39886	1.2390 42347	1.2840 43885
4	1.1520 39373	1.2100 41355	1.2870 43987	1.3370 45696
5	1.1900 40672	1.2530 42825	1.3350 45628	1.3900 47507
6	1.2280 41971	1.2960 44295	1.3830 47268	1.4430 49319
7	1.2660 43269	1.3390 45764	1.4310 48909	1.4960 51130
8	1.3040 44568	1.3820 47234	1.4790 50549	1.5490 52942
9	1.3420 45867	1.4250 48704	1.5270 52190	1.6020 54753
10	1.3800 47166	1.4680 50173	1.5750 53830	1.6550 56565
11	1.4180 48464	1.5110 51643	1.6230 55471	1.7080 58376
14	1.4940 51062	1.5970 54582	1.7190 58752	1.8140 61999
18	1.5700 53659	1.6830 57522	1.8150 62033	1.9200 65622
22	1.6460 56257	1.7690 60461	1.9110 65314	2.0260 69245
27	1.7320 59196	1.8550 63400	1.9970 68253	2.1120 72184

APENDIX H
2010-2011

<u>Experience</u>	<u>BA</u>	<u>BA+</u>	<u>M</u>	<u>M+</u>
0	1.0000 34862	1.0380 36187	1.0950 38174	1.1250 39220
1	1.0380 36187	1.0810 37686	1.1430 39847	1.1780 41067
2	1.0760 37512	1.1240 39185	1.1910 41521	1.2310 42915
3	1.1140 38836	1.1670 40684	1.2390 43194	1.2840 44763
4	1.1520 40161	1.2100 42183	1.2870 44867	1.3370 46610
5	1.1900 41486	1.2530 43682	1.3350 46541	1.3900 48458
6	1.2280 42811	1.2960 45181	1.3830 48214	1.4430 50306
7	1.2660 44135	1.3390 46680	1.4310 49888	1.4960 52154
8	1.3040 45460	1.3820 48179	1.4790 51561	1.5490 54001
9	1.3420 46785	1.4250 49678	1.5270 53234	1.6020 55849
10	1.3800 48110	1.4680 51177	1.5750 54908	1.6550 57697
11	1.4180 49434	1.5110 52676	1.6230 56581	1.7080 59544
14	1.4940 52084	1.5970 55675	1.7190 59928	1.8140 63240
18	1.5700 54733	1.6830 58673	1.8150 63275	1.9200 66935
22	1.6460 57383	1.7690 61671	1.9110 66621	2.0260 70630
27	1.7320 60381	1.8550 64669	1.9970 69619	2.1120 73629

Appendix I
 SUPPLEMENTAL SALARY SCHEDULE
 2008-2009

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
<u>Baseball/Softball</u>			
Baseball Coach	2,985.00	3,217.00	3,443.00
Asst. Baseball Coach	2,055.00	2,287.00	2,513.00
Reserve Baseball Coach	2,055.00	2,287.00	2,513.00
Softball Coach	2,985.00	3,217.00	3,443.00
Asst. Softball Coach	2,055.00	2,287.00	2,513.00
Reserve Softball Coach	2,055.00	2,287.00	2,513.00
Freshman Softball	2,055.00	2,287.00	2,513.00
<u>Track</u>			
Varsity Track Coach	2,985.00	3,217.00	3,443.00
Asst. Varsity Track Coach	2,055.00	2,287.00	2,513.00
Jr. High Track Coach	1,527	1,831.00	2,137.00
<u>Music</u>			
Marching Band and Pep Band Director	5,689.00	6,471.00	7,311.00
PHS Musical Production Director	3,481.00	4,111.00	4,338.00
Music Assistant			
Band (2) Drama (3)	1,537.00	1,537.00	1,537.00
Flag Corps Director	1,537.00	1,537.00	1,537.00
After School Chorus	3,292.00	3,292.00	3,292.00
<u>Academics</u>			
Elementary Quiz Bowl Advisor (2)	571.00	629.00	683.00
Jr. High Quiz Bowl Advisor (2)	571.00	629.00	683.00
High School Quiz Bowl Advisor	571.00	629.00	683.00
Science and Math Club (JETS)	571.00	629.00	683.00
PHS Envirothon Coach	571.00	629.00	683.00
FTA Advisor	571.00	629.00	683.00
Student Publication	571.00	629.00	683.00
Media Management	571.00	629.00	683.00
Nathional Honor Society	683.00	739.00	801.00
Yearbook Advisor	2,627.00	2,856.00	3,083.00
Jr. High Yearbook Advisor	571.00	629.00	683.00
Elementary Yearbook Advisor	571.00	629.00	683.00
FHA Advisor	571.00	629.00	683.00
Foreign Language Club	571.00	629.00	683.00
Odyssey of the Mind Advisor	571.00	629.00	683.00
Spelling Bee Advisor	571.00	629.00	683.00
Citizen Bee Advisor	571.00	629.00	683.00
Science Fair Advisor	571.00	629.00	683.00
Peer Tutor Coordinator	1,348.00	1,389.00	1,501.00
<u>Football</u>			
Head Football Coach (Varsity HS)	5,342.00	6,106.00	6,869.00
Asst. Football Coach (4)	2,970.00	3,199.00	3,426.00

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
Freshman Football Coach	1,768.00	1,882.00	1,999.00
Head Jr. High Football Coach	2,168.00	2,400.00	2,627.00
Asst. Jr. High Football Coach (2)	1,768.00	1,882.00	1,999.00
<u>Strength Coach</u>			
Boys	4,968.00	4,968.00	4,968.00
Girls	4,968.00	4,968.00	4,968.00
Summer Strength Coach	1,659.00	1,659.00	1,659.00
Pee Wee Football Coordinator	1,278.00	1,278.00	1,278.00
<u>Golf</u>			
Golf Coach	2,985.00	3,217.00	3,443.00
Jr. High Golf Coach	2,055.00	2,287.00	2,513.00
Asst. High School Golf Coach	2,055.00	2,287.00	2,513.00
<u>Cross Country</u>			
Cross Country Coach	2,985.00	3,217.00	3,443.00
Asst. Cross Country Coach	2,055.00	2,287.00	2,513.00
<u>Volleyball</u>			
Varsity Volleyball Coach	4,683.00	5,194.00	5,424.00
Reserve Volleyball Coach	2,970.00	3,199.00	3,426.00
Jr. High Volleyball Coach (7th & 8th)	1,527.00	1,831.00	2,137.00
Freshman Volleyball Coach	1,527.00	1,831.00	2,137.00
<u>Cheerleading Advisors</u>			
Football	2,894.00	3,126.00	3,358.00
Basketball	2,894.00	3,126.00	3,358.00
Jr. High	827.00	1,037.00	1,244.00
Pee Wee	614.00	672.00	730.00
<u>Basketball</u>			
Varsity Basketball Coach (Boys & Girls)	5,342.00	6,106.00	6,869.00
Asst. Varsity Basketball Coach (Boys & Girls)	2,970.00	3,199.00	3,426.00
Reserve Basketball Coach (Boys & Girls)	2,970.00	3,199.00	3,426.00
Freshman Basketball Coach	1,713.00	1,943.00	2,170.00
8th Grade Basketball Coach (Boys & Girls) (2 each)	1,527.00	1,831.00	2,253.00
Basketball Camp (Boys & Girls)	535.00	535.00	535.00
Summer Recreation Director (Boys & Girls)	3,064.00	3,064.00	3,064.00
7th Grade Basketball Coach (Boys & Girls) (2 each)	1,274.00	1,389.00	1,502.00
Pee Wee Basketball Coordinator	1,278.00	1,393.00	1,507.00
<u>Soccer</u>			
Jr. High Soccer Coach	2,168.00	2,400.00	2,627.00
Asst. Varsity Soccer Coach	2,168.00	2,400.00	2,627.00
Varsity Soccer Coach	2,985.00	3,218.00	3,444.00
<u>Other</u>			
Athletic Director	23,172	26,480	29,797
PHS Athletic Director	5,342	6,106	6,869
Jr. High Athletic Director	3,553	3,775	3,993

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
Summer Groups Coordinator	4,552	4,552	4,552
High School Student Council	1,199	1,312	1,430
Jr. High Student Council	571	629	683
Elementary Student Council	571	629	683
Senior Class Sponsor	683	861	1,028
Junior Class & Prom Sponsor	1,199	1,312	1,430
Sophomore Class Sponsor	398	478	515
Freshman Class Sponsor	398	478	515
Prom Grand March	398	478	515

Appendix J
 SUPPLEMENTAL SALARY SCHEDULE
 2009-2010

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
<u>Baseball/Softball</u>			
Baseball Coach	3,075	3,314	3,546
Asst. Baseball Coach	2,117	2,356	2,588
Reserve Baseball Coach	2,117	2,356	2,588
Softball Coach	3,075	3,314	3,546
Asst. Softball Coach	2,117	2,356	2,588
Reserve Softball Coach	2,117	2,356	2,588
Freshman Softball	2,117	2,356	2,588
<u>Track</u>			
Varsity Track Coach	3,075	3,314	3,546
Asst. Varsity Track Coach	2,117	2,356	2,588
Jr. High Track Coach	1,573	1,886	2,201
<u>Music</u>			
Marching Band and Pep Band Director	5,860	6,665	7,530
PHS Musical Production Director	3,585	4,234	4,468
Music Assistant			
Band (2) Drama (3)	1,583	1,583	1,583
Flag Corps Director	1,583	1,583	1,583
After School Chorus	3,391	3,391	3,391
<u>Academics</u>			
Elementary Quiz Bowl Advisor (2)	588	648	703
Jr. High Quiz Bowl Advisor (2)	588	648	703
High School Quiz Bowl Advisor	588	648	703
Science and Math Club (JETS)	588	648	703
PHS Envirothon Coach	588	648	703
FTA Advisor	588	648	703
Student Publication	588	648	703
Media Management			
Nathional Honor Society	703	761	825
Yearbook Advisor	588	648	703
Jr. High Yearbook Advisor	588	648	703
Elementary Yearbook Advisor	588	648	703
FHA Advisor	588	648	703
Foreign Language Club	588	648	703
Odyssey of the Mind Advisor	588	648	703
Spelling Bee Advisor	588	648	703
Citizen Bee Advisor	588	648	703
Science Fair Advisor	588	648	703
Peer Tutor Coordinator	1,388	1,431	1,546
<u>Football</u>			
Head Football Coach (Varsity HS)	5,502	6,289	7,075

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8 + Years</u>
Asst. Football Coach (4)	3,059	3,295	3,529
Freshman Football Coach	1,821	1,938	2,059
Head Jr. High Football Coach	2,233	2,472	2,706
Asst. Jr. High Football Coach (2)	1,821	1,938	2,059
<u>Strength Coach</u>			
<u>Boys</u>	5,177	5,177	5,177
<u>Girls</u>	5,177	5,177	5,177
Summer Strength Coach	1,709	1,709	1,709
Pee Wee Football Coordinator	1,316	1,316	1,316
<u>Golf</u>			
Golf Coach	3,075	3,314	3,546
Jr. High Golf Coach	2,117	2,356	2,588
Asst. High School Golf Coach	2,117	2,356	2,588
<u>Cross Country</u>			
Cross Country Coach	3,075	3,314	3,546
Asst. Cross Country Coach	2,117	2,356	2,591
<u>Volleyball</u>			
Varsity Volleyball Coach	4,683	5,350	5,587
Reserve Volleyball Coach	3,059	3,295	3,529
Jr. High Volleyball Coach (7th & 8th)	1,573	1,886	2,201
Freshman Volleyball Coach	1,573	1,886	2,201
<u>Cheerleading Advisors</u>			
Football	2,981	3,220	3,459
Basketball	2,981	3,220	3,459
Jr. High	852	1,068	1,281
Pee Wee	632	692	752
<u>Basketball</u>			
Varsity Basketball Coach (Boys & Girls)	5,502	6,289	7,075
Asst. Varsity Basketball Coach (Boys & Girls)	3,059	3,295	3,529
Reserve Basketball Coach (Boys & Girls)	3,059	3,295	3,529
Freshman Basketball Coach	1,764	2,001	2,235
8th Grade Basketball Coach (Boys & Girls) (2 each)	1,573	1,886	2,321
Basketball Camp (Boys & Girls)	551	551	551
Summer Recreation Director (Boys & Girls)	3,156	3,156	3,156
7th Grade Basketball Coach (Boys & Girls) (2 each)	1,312	1,431	1,547
Pee Wee Basketball Coordinator	1,316	1,435	1,552
<u>Soccer</u>			
Jr. High Soccer Coach	2,233	2,472	2,706
Asst. Varsity Soccer Coach	2,233	2,472	2,706
Varsity Soccer Coach	3,075	3,315	3,547
<u>Other</u>			
Athletic Director	23,867	27,574	30,691
PHS Athletic Director	5,502	6,289	7,075
Jr. High Athletic Director	3,656	3,888	4,113

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
Summer Groups Coordinator	4,689	4,689	4,689
High School Student Council	1,235	1,351	1,473
Jr. High Student Council	588	648	703
Elementary Student Council	588	648	703
Senior Class Sponsor	703	887	1,059
Junior Class & Prom Sponsor	1,235	1,351	1,473
Sophomore Class Sponsor	410	492	530
Freshman Class Sponsor	410	492	530
Prom Grand March	410	492	530

Appendix K
SUPPLEMENTAL SALARY SCHEDULE
2009-2010

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
<u>Baseball/Softball</u>			
Baseball Coach	3,137	3,380	3,617
Asst. Baseball Coach	2,159	2,403	2,640
Reserve Baseball Coach	2,159	2,403	2,640
Softball Coach	3,137	3,380	3,617
Asst. Softball Coach	2,159	2,403	2,609
Reserve Softball Coach	2,159	2,403	2,609
Freshman Softball	2,159	2,403	2,609
<u>Track</u>			
Varsity Track Coach	3,137	3,380	3,617
Asst. Varsity Track Coach	2,159	2,409	4,640
Jr. High Track Coach	1,604	1,942	2,245
<u>Music</u>			
Marching Band and Pep Band Director	5,977	6,798	7,681
PHS Musical Production Director	3,657	4,319	4,557
Music Assistant			
Band (2) Drama (3)	1,615	1,615	1,615
Flag Corps Director	1,615	1,615	1,615
After School Chorus	3,459	3,459	3,459
<u>Academics</u>			
Elementary Quiz Bowl Advisor (2)	600	661	717
Jr. High Quiz Bowl Advisor (2)	600	661	717
High School Quiz Bowl Advisor	600	661	717
Science and Math Club (JETS)	600	661	717
PHS Envirothon Coach	600	661	717
FTA Advisor	600	661	717
Student Publication	600	661	717
Media Management	600	661	717
National Honor Society	717	776	842
Yearbook Advisor	600	661	717
Jr. High Yearbook Advisor	600	661	717
Elementary Yearbook Advisor	600	661	717
FHA Advisor	600	661	717
Foreign Language Club	600	661	717
Odyssey of the Mind Advisor	600	661	717
Spelling Bee Advisor	600	661	717
Citizen Bee Advisor	600	661	717
Science Fair Advisor	600	661	717

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
Peer Tutor Coordinator	1,416	1,460	1,577
<u>Football</u>			
Head Football Coach (Varsity HS)	5,612	6,415	7,217
Asst. Football Coach (4)	3,120	3,361	3,600
Freshman Football Coach	1,857	1,977	2,100
Head Jr. High Football Coach	2,278	2,521	2,760
Asst. Jr. High Football Coach (2)	1,857	1,977	2,100
Strength Coach			
Boys	5,281	5,281	5,281
Girls	5,281	5,281	5,281
Summer Strength Coach	1,743	1,743	1,743
Pee Wee Football Coordinator	1,342	1,342	1,342
<u>Golf</u>			
Golf Coach	3,137	3,380	3,617
Jr. High Golf Coach	2,159	2,403	2,640
Asst. High School Golf Coach	2,159	2,403	2,640
<u>Cross Country</u>			
Cross Country Coach	3,137	3,380	3,617
Asst. Cross Country Coach	2,159	2,403	2,640
<u>Volleyball</u>			
Varsity Volleyball Coach	4,777	5,457	5,699
Reserve Volleyball Coach	3,120	3,361	3,600
Jr. High Volleyball Coach (7th & 8th)	1,604	1,924	2,245
Freshman Volleyball Coach	1,604	1,924	2,245
<u>Cheerleading Advisors</u>			
Football	3,041	3,284	3,528
Basketball	3,041	3,284	3,528
Jr. High	869	1,089	1,307
Pee Wee	644	706	767
<u>Basketball</u>			
Varsity Basketball Coach (Boys & Girls)	5,612	6,415	7,217
Asst. Varsity Basketball Coach (Boys & Girls)	3,120	3,360	3,600
Reserve Basketball Coach (Boys & Girls)	3,120	3,360	3,600
Freshman Basketball Coach	1,799	2,041	2,280
8th Grade Basketball Coach (Boys & Girls) (2 each)	1,604	1,924	2,367
Basketball Camp (Boys & Girls)	562	562	562
Summer Recreation Director (Boys & Girls)	3,219	3,219	3,219
7th Grade Basketball Coach (Boys & Girls) (2 each)	1,338	1,460	1,578
Pee Wee Basketball Coordinator	1,342	1,464	1,583

<u>Position</u>	<u>0-3 Years</u>	<u>4-7 Years</u>	<u>8+ Years</u>
<u>Soccer</u>			
Jr. High Soccer Coach	2,278	2,521	2,760
Asst. Varsity Soccer Coach	2,278	2,521	2,760
Varsity Soccer Coach	3,137	3,381	3,618
<u>Other</u>			
Athletic Director	24,344	28,125	31,305
PHS Athletic Director	5,612	6,415	7,217
Jr. High Athletic Director	3,729	3,965	4,195
Summer Groups Coordinator	4,783	4,783	4,783
High School Student Council	1,260	1,378	1,502
Jr. High Student Council	600	661	717
Elementary Student Council	600	661	717
Senior Class Sponsor	717	905	1,080
Junior Class & Prom Sponsor	1,260	1,378	1,502
Sophomore Class Sponsor	418	502	541
Freshman Class Sponsor	418	502	541
Prom Grand March	418	502	541

SICK BANK LEAVE FORM
TRANSFER OF SICK LEAVE
(Certified Staff)

Date _____

I, _____, wish to voluntarily transfer one day of my
accumulated sick leave to _____

Signature

For Treasurer's Use

(MM/DD/YY of Transfer)



OHIO EDUCATION ASSOCIATION

Petrea Frost Brooks, President
William Lubensberger, Vice President
Jim Timlin, Secretary-Treasurer
Dennis M. Beaton, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

December 5, 2008

State Employment Relations Board
65 East State Street
Columbus, OH 43215-4213

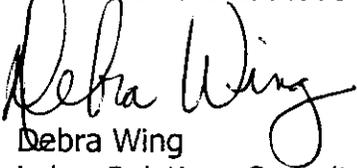
STATE EMPLOYMENT
RELATIONS BOARD
2008 DEC -8 P 1:51

RE: Case No. 08-MED-02-0129
Piketon-Scioto Education Association -and-
Scioto Valley Local School District
Contract Settlement

Dear Board Members:

Please be advised that the Piketon-Scioto Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Scioto Valley Local School District have successfully completed negotiations and ratified a new collective bargaining agreement, a copy of which is enclosed herewith.

Sincerely yours,
Piketon-Scioto Education Association


Debra Wing
Labor Relations Consultant

DW:pr

Enclosure

cc: Kim Shaw, PSEA President

