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STATE EMPLOYMENT
RELATIONS BOARD

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**AGREEMENT BETWEEN THE
VALLEY LOCAL TEACHERS' ASSOCIATION
AND THE
VALLEY LOCAL BOARD OF EDUCATION**

August 1, 2009 - July 31, 2012

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ARTICLE 1: RECOGNITION

- A. The Board hereby recognizes the Valley Teachers' Association as the sole and exclusive representative for the members of the bargaining unit. The bargaining unit shall consist of all full-time and regular part-time certificated classroom teachers employed under a regular teaching contract, counselors, librarians, media specialists, school nurses, and tutors. Excluded from the bargaining unit are the superintendent, principals, substitutes, supervisors, treasurer, assistant treasurer, non-certificated, and any other personnel hired by the Board to perform managerial or supervisory duties.
- B. The terms "certificated employee," "teacher," or "bargaining unit member," as used herein, shall mean any person represented by the Association as set forth in the above paragraph.

ARTICLE 2: AGREEMENT AND AUTHORITY PROVISION

- A. If an agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association and submitted to the Board for ratification. If ratified, the agreement shall be signed by both parties and shall become a binding collective bargaining agreement.
- B. During the life of the contract should the Board wish to change any of the following: hours, wages, or terms and other conditions of employment, it shall meet with representatives of the Association to negotiate such changes. Negotiations shall follow the procedure set forth in the Professional Negotiations Agreement.
- C. This contract shall constitute the agreement between the Board and the Association with reference to all matters pertaining to wages, hours, terms, conditions of employment, and other matters of mutual concern, and shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the provisions of the negotiated contract.

All other written understanding between the Board and the Association not incorporated herein by reference or otherwise, at the effective date of this contract, is hereby terminated.

ARTICLE 3: ASSOCIATION RIGHTS

- A. The Association, its representatives and affiliates, shall have the right to use school buildings for meetings and shall be permitted to transact official Association business on school property. Such meetings and official Association business shall not interfere with and/or interrupt the regular instructional program provided by the school district.
- B. The elected and appointed Association leadership shall have the right to use school equipment, such as typewriters, copy machines, duplicating equipment, calculators, computers, and audio-visual equipment. Use of school equipment shall be in accordance with established Board of Education policy.
- C. The Association and its affiliates shall have the right to post routinely prepared notices of its activities and matters of Association concern on bulletin boards provided by the Board of Education. Other items may be posted with the consent of the building principal.
- D. The Association may place Association announcements in staff boxes provided by the Board of Education. Upon request, the Association shall be given time during all staff meetings to make routine announcements.
- E. The President of the Association and/or the UniServ Representative shall have the right to visit school buildings and personnel during non-instructional time. Upon arrival in the building the Association President and/or UniServ Representative shall report to the office of the principal, sign in and indicate the name(s) of staff members to be visited.

The visit may be delayed or rescheduled if it conflicts with assigned teaching and/or supervisory duties, but shall be scheduled within five (5) working days at the discretion of the building principal. In the absence of the building principal, all visits shall be cleared through the Local Superintendent. Visits that are made to discuss, with the building principal, special problems of professional staff members, shall be scheduled at the discretion of the building principal within five (5) working days.

- F. The treasurer of the Board of Education shall provide, upon written request, one (1) copy of the following documents to the President of the Association or his/her designated representatives:
 - 1. Financial Report by Fund (Fund Balance Summary from Treasurer's report)
 - 2. SF-3 (for each year or quarter requested within five years of the current year)
 - 3. Five-year projection

4. Foundation Statement of Settlement
 5. Training and Experience Grid showing where all teachers paid out of the general fund are placed on the salary schedule.
 6. Any other pertinent documents for examining the financial status of the District.
 7. Treasurer's financial report for fiscal year end including appropriation accounts, budget accounts, revenue accounts, and monthly Treasurer's financial reports if needed during negotiations or a reduction in force.
 8. Minutes of all regular or special Board meetings
 9. Agendas of all regular or special Board meetings
- G. Documents numbers one (1) through seven (7) will be provided to the Association no later than ten (10) working days after formal approval by the Board of Education. Document number nine (9) will be provided 24 hours prior to the regular or special Board meeting. Superintendent's outline of Board meeting will be provided the same day as sent to the media and the approved minutes from the previous Board meeting will also be provided at the same time.
- H. Upon written request by the President of the Association on the Friday preceding the regularly scheduled Board meeting, an appointed representative shall be placed on the agenda for any regular scheduled Board meetings and shall be given time to speak, if needed, in accordance with Board policy as adopted June 28, 2000.

ARTICLE 4: BOARD OF EDUCATION RIGHTS

The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Valley Local School District and as the employer of all personnel of the district. The Association further recognizes that the Board shall have the sole responsibility for the management and control of all the schools in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by, but not limited to, Sections 3313.20 and 3313.47 of the Ohio Revised Code. The Association further recognizes that the Board has the exclusive authority in all matters concerning supervision, evaluation, suspension, discipline, layoff, termination, and hiring of all members of the bargaining unit except as limited by the specific provisions of this contract.

ARTICLE 5: REDUCTION IN FORCE

The Association and Board agree that if the Board decides that it is necessary to reduce the number of teachers, it will follow procedures as outlined by O.R.C. 3319.17.

The Board and Association further agree that financial changes are sufficient reasons for a reduction in force to take place.

It is hereby mutually agreed by the Valley Local Teachers' Association and the Valley Local Board of Education that we have a negotiated agreement on reduction in force that supersedes existing state law.

ARTICLE 6: NEGOTIATIONS PROCEDURE

- A. A list of items proposed for negotiations shall be submitted in writing by the Association to the Superintendent, or by the Superintendent to the Association President on or before April 15 of the school year in which any portion of the agreement expires unless both parties mutually agree to a later date. A written confirmation shall be sent by the receiving party within ten (10) days of the date of the written request.
- B. In the case of a re-opener clause, the Association President shall notify the Superintendent or the Superintendent shall notify the Association President of the intent to negotiate the articles of the contract listed in the re-opener clause by April 15 of the year in which the re-opener clause is in effect.
- C. A mutually convenient meeting shall be held no later than thirty (30) days after the date of the original request unless both parties agree to a later date. All meetings shall be held in executive session if the entire Board and/or entire VTA negotiation team are negotiating.
- D. At the first meeting, representatives of the Board and representatives of the Association shall establish an agenda of items for negotiations. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by both parties. Both parties may appoint up to six (6) member representatives for the purpose of negotiating. Members shall mean Board members, Association members, Administration members, O.E.A. Representative, and Board representative.
- E. Each party shall clothe their representatives with the power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Both parties agree to negotiate in good faith.
- F. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as otherwise mutually agreed. Each party may call upon a professional representative from respective parent organizations to assist in negotiations. Each party agrees to pay for the services of the consultants that it obtains.
- G. As the negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party. Each party will retain a copy of the initialed form. Until all negotiation meetings are completed, prior to or during each meeting, there shall be a mutually agreed time, place, and date for the next meeting.
- H. When tentative agreement is reached on all agenda items, they shall be submitted to the Board and Association for formal approval. Both parties

agree to act on formal approval within (30) days of the conclusion of negotiations or at the next regular Board meeting. When the Board votes favorably on formal approval, such action shall become part of the official minutes of the Board and becomes the Negotiated Contract.

- I. The V.T.A. and the Board of Education agree the best interests of both parties can be met by settling issues on a local basis and agree that the following procedures supersede those procedures contained in O.R.C. 4117.14C. If an impasse is declared by either side during negotiations, the item(s) of disagreement shall be submitted to 1 or 2 members of each negotiations team to discuss and confer in an informal atmosphere to make recommendations to both teams within 10 days after the declaration of impasse.
- J. If agreement is not reached within 30 days prior to the contract expiration, the parties shall jointly request the appointment of a mediator from the staff of the Federal Mediation and Conciliation Service. The mediator shall meet with the representatives of the parties either jointly or separately, and shall take such steps, as he/she deems appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

The period of mediation shall last for a maximum of twenty-five (25) days or until the expiration of the contract, whichever is later, unless an extension of time is agreed to by both parties. Should the parties be unable to reach agreement as the result of this mediation process, the impasse provisions of this collective bargaining agreement shall be deemed exhausted, and the exclusive representative shall have the right to proceed in accordance with O.R.C. 4117.14(D) (2) and 4117.18(C).

ARTICLE 7: GRIEVANCE PROCEDURE

The Valley Local Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its professional staff can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all professional staff members and no reprisals shall be taken against any individual initiating or participating in the grievance procedure.

PURPOSE AND OBJECTIVES

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

GRIEVANCE DEFINED

For the purpose of this agreement, the term "grievance" shall be defined as a complaint in writing that there has been an alleged violation, misapplication or misinterpretation of the terms of the Negotiated Contract.

GENERAL PROVISIONS

1. An individual grievance may be initiated by the person aggrieved.
2. A group grievance may be initiated on the basis of an alleged violation or misapplication that affects two (2) or more bargaining unit members.
3. A grievance shall be reduced to writing on forms provided by the Association. These forms shall be in the format established through negotiations and shall contain the following information:
 - a. The alleged violation, misapplication or misinterpretation of the grievable documents specified in the grievance definition.
 - b. The date the alleged violation or misapplication occurred.
 - c. The relief sought.
 - d. The signatures of the bargaining unit member(s) initiating the grievance.
 - e. The date the grievance was initiated.
4. The Association will be available to assist any professional staff member(s) in preparing the proper and complete information necessary to expedite the process.

5. Representatives of choice may be used by any party involved in the grievance procedure.
6. Time limits will be considered as maximum, unless otherwise extended by mutual agreement in writing, of the parties involved.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure will result in the grievance being resolved by the response issued at the previous level.
8. Failure of the administration to respond in the time limit stated will result in the grievance being moved to the next level.
9. A grievance may be initiated at Level III if it has been determined by the building principal or the Local Superintendent that the subject is not within the building principal's responsibility or control.
10. Resolution of a grievance at any level shall apply to the stated grievance only and shall in no way infringe on the statutory obligations or other policies of the Board of Education.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a professional staff member, having a complaint or problem, to discuss the matter informally with members of the administrative staff through normal channels; however, any adjustments resulting from these discussions shall be in consent with the current negotiated agreement.
12. Nothing contained in this procedure shall be construed as limiting the rights of a professional staff member from using other professional or legal rights in resolving an alleged violation, misapplication, or misinterpretation of the grievable documents specified in the grievance definition.
13. A grievance shall be filed within twenty (20) days of the date of the alleged violation, misapplication, or misinterpretation of the grievable documents specified in the grievance definition.
14. A day shall be interpreted as a school day during the regular school year and a weekday (Monday through Friday) during summer vacation, exclusive of holidays.
15. A grievance shall not be initiated during the summer vacation. A grievable issue arising during the summer months shall be initiated within twenty days of the first day of the following school year.
16. After the filing of a written grievance, it may be withdrawn by the aggrieved at any time.

17. No record, official document or communication regarding a grievance shall be placed in a personnel file.

Level I - Informal Discussion

An alleged violation, misapplication, or misinterpretation of the grievable documents specified in the grievance definition shall be first discussed informally with the appropriate administrator in an effort to seek a mutually agreeable solution. This informal conference must occur within twenty (20) days of the alleged violation or misapplication of the negotiated contract. If the problem is not resolved at this level, the aggrieved may proceed to Level II.

Level II - Administration

A copy of the written grievance may be submitted in person to the aggrieved's building principal within ten (10) days after informal discussion with the appropriate administrator.

A meeting shall be arranged, by mutual agreement between the aggrieved and the building principal. This meeting shall be held within five (5) days of the filing of the written grievance. The aggrieved and/or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting will be confined to the issues, stated in the grievance, and to the relief sought.

Within five (5) days of this meeting, the building principal shall submit to the aggrieved a written response stating his/her position and the relief being offered.

Level III - Local Superintendent

If the aggrieved is not satisfied with the relief offered at Level II, he/she may within five (5) days of the receipt of the written response, submit the grievance to the Local Superintendent and request a meeting for the purpose of discussing the grievance.

The meeting shall be held within five (5) days of the receipt of the request by the Local Superintendent. This meeting shall be conducted in a manner as outlined in Level II.

Within five (5) days of the meeting, the Local Superintendent shall submit to the aggrieved a written response stating his/her position and the relief being offered.

Level IV - Board of Education

If the aggrieved is not satisfied with the relief offered at Level III, he/she may within five (5) days of receipt of the written response, submit the grievance to the Board of Education for their review.

Within ten (10) days of the receipt of the grievance by the Board of Education, a meeting shall be held to review the grievance. This meeting shall be conducted in a manner as outlined at Level II.

At the first regular meeting of the Board of Education following the hearing, the Board shall sustain the relief offered by the Local Superintendent, grant the relief sought by the aggrieved, or decide the matter in another manner. The Board shall submit their decision and rationale to the aggrieved within five (5) days after the regular meeting. The decision of the Board shall be final to the limit of the grievance as stated.

Level V - Binding Arbitration

If the grievance is not resolved at Level IV, the VTA may file for arbitration within ten (10) school days of receiving the Level IV written decision via certified mail and/or hand delivered by the superintendent and/or his/her designee.

The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. If both parties agree, the matter may be submitted to expedited or streamlined arbitration. The arbitrator shall limit the decision to the application and interpretation of the terms and provisions of the current Collective Bargaining Agreement.

The decision of the arbitrator will be final and binding on all parties. The decision shall be in writing and a copy sent to the Board of Education and the Valley Teachers Association.

If the VTA prevails, the cost will be borne by the Board of Education. If the Board prevails, the cost will be borne by the VTA. In cases where each party prevails, in part, the arbitrator shall apportion the costs between the Board of Education and the Valley Teachers Association.

Items of Concern

Any item, grievable or of concern, including Board Policies or building policies, may be processed as a concern. The teacher has the right to decide whether to process a grievable item as an item of concern or as a grievance.

Procedure: An item of concern shall be submitted to the building principal in writing, who shall reply in writing before five (5) school days have passed.

If at the end of this five day period, a satisfactory solution to the concern item has not been reached, the item shall be forwarded in writing, by the teacher and/or his/her representative to the Superintendent, who shall have five (5) days from receipt of the item to respond in writing to the item.

If a satisfactory solution has not been reached after this time, the teacher and/or his/her representative shall notify the President of the Board, who shall have the item placed on the Agenda of the next regularly scheduled Board meeting. The Board shall give the item its immediate attention and make a sincere effort to alleviate the item of concern. The Board shall respond in writing within ten (10) days of the Board meeting unless extenuating circumstance delays the Board's decision.

The purpose of this article is to promote the resolution of problems through better communication.

VALLEY LOCAL SCHOOL DISTRICT

Grievance Form

Level II - Administration

Name of Grievant(s) _____

Building assignment _____

Date and time of Level I Conference _____

Section of Negotiated Agreement allegedly violated:

Date of alleged violation _____

Statement of Grievance _____

Relief sought _____

Signature of the Grievant

Date of initiation

Receipt acknowledged

Date and time

VALLEY LOCAL SCHOOL DISTRICT
Grievance Form
Level III - Local Superintendent

Date of Receipt of Level III _____

Disposition or relief offered:

Signature of Local Superintendent

Date of Response

Receipt acknowledged

Date and Time

I have read and considered the disposition or relief offered at Level II and

_____ Request that my grievance be forwarded to Level IV

_____ Accept the disposition or relief offered.

Signature of the Grievant

Date

VALLEY LOCAL SCHOOL DISTRICT
Grievance Form
Level IV - Board of Education

Date of Receipt of Level IV _____

Decision of the Board of Education:

Signature of Board President

Date of Response

Signature of Treasurer

Receipt acknowledged:

Date and Time

I have read and considered the decision of the Board of Education.

Signature of the Grievant

Date

ARTICLE 8: FACULTY COUNCILS

- A. Building faculty councils will be created to provide communication between the professional staff, the school administration, and the Board, in order to provide a means of discussing and resolving building problems. The discussions of the faculty council will include, but not be limited to, the following topics:
1. Building policies and procedures
 2. Student discipline
 3. Instructional materials
 4. Changes in building policies and procedures
 5. Building level curriculum decisions
 6. Teaching environment
- B. The faculty councils should meet on a monthly basis as requested by a building association representative during the months of October, November, January, February, March, April, and May. The date, time and place of these meetings would be left to the discretion of the individual councils.
- C. A faculty council of at least six (6) members shall be formed by an association representative at each building during the third week of school. The principal shall serve as a member of each council and five faculty members of whom four shall be members of the bargaining unit shall be elected by the faculty of the building. The VTA will conduct the election by secret ballot after obtaining names of all those interested in serving on the council. The Chairperson and recording secretary will be elected by the council members.
- D. The faculty councils would operate with an open agenda. Any member of the faculty council could propose items for the agenda. Agendas for each meeting would be finalized two (2) days prior to the meeting. Minutes of all meetings would be recorded and distributed to all professional staff members assigned to the building and to the Local Superintendent by the recording secretary within three (3) working days.
- E. Items not resolved at the building level would be referred to the Superintendent's Advisory Council, which would be composed of the following members:
1. Local Superintendent
 2. High School Principal
 3. Middle School Principal
 4. Elementary School Principal(s) or Head Teacher
 5. Two members selected from each of the building councils
 6. A Board of Education member

Minutes of all meetings of the Superintendent's Advisory Council shall be recorded and distributed to all professional staff members employed by the district and all members of the Board. The Superintendent's Advisory Council will meet, if needed, in the months of October, December, February, and April.

ARTICLE 9: DRUG FREE SCHOOLS AND COMMUNITIES ACT

The Valley Local Board of Education and the Valley Teachers' Association mutually agree that the adoption and implementation of the Board policy (File: GBP) shall comply with the federal requirements of the Drug Free Schools and Communities Act Amendments of 1989, Public Law 101-226. This Memorandum of Understanding is approved by both parties in accordance with the regulations of Ohio Revised Code 4117.

Reference: Board Policy file: GBP

ARTICLE 10: EMPLOYEE DEPENDENTS' TUITION FREE

It is hereby mutually agreed by the Valley Local Teachers Association and the Valley Local Board of Education, that any employee, full time or part time may enroll their children in the Valley Local School District tuition free, regardless of their place of residence.

ARTICLE 11: VACANCIES, TRANSFERS AND ASSIGNMENTS

Vacancies

- A. A vacancy shall be defined as a bargaining unit opening (new or vacated). The decision to reemploy for that position is left to the discretion of the Board. Vacancies in teaching or supplemental positions will be posted on the faculty bulletin board in each school during the year. During the summer months, notice of vacancies will be sent to bargaining unit members, who have given written notice of their interest in specific positions. The Association President shall receive notice of all vacancies. Any bargaining unit member may apply for such vacancies. No position will be filled until at least five (5) days after posting. If a bargaining unit member desires more information as to why they were not selected, the Administration shall, upon the bargaining unit member's request, meet and confer with them. The bargaining unit member may be accompanied by a representative of their choice.

Transfers - Voluntary and Involuntary

- B. Transfers may be made at the request of the bargaining unit member or upon the initiative of the Superintendent or other administrative officer, for any reason, which in the judgment of the Superintendent, shall serve the best interest of the employee and the school district. If a bargaining unit member is to be involuntarily transferred to a different building or to a different grade level in the elementary grades or to a different department, the Administration shall meet with the bargaining unit member upon the bargaining unit member's request. The bargaining unit member may be accompanied by a representative of their choice.

Assignments

- C. Prior to the end of each school year, each principal will meet with each bargaining unit member of his/her staff who may be reassigned, to discuss proposed assignments for the next school year.

A written notice of the proposed grade level or subject area assignment will be authorized by the Superintendent and will be given to the bargaining unit members prior to the last day of the school year, or as soon as possible.

Any changes in proposed assignments shall be given to the employees as soon as possible, after the Superintendent has knowledge of such changes in assignment.

Promotions to Vacant or New Supervisory Position

- D. The Board declares its support of a policy of filling vacancies in supervisory positions from within its own teaching staff provided that they have satisfactory qualifications and certification; however, this shall not preclude the Board of Education from determining that the interests of the school system can best be served by seeking candidates from outside the district.

ARTICLE 12: TERMINATION PROCEDURE

Termination of a contract of a teacher shall be in keeping with provisions of Section 3319.16 and the related law of the Ohio Revised Code.

ARTICLE 13: FAIR DISMISSAL

- A. Non-renewal of a limited contract of a bargaining unit member shall be in keeping with the provisions of Section 3319.11 and other related provisions of the Ohio Revised Code.
- B. No later than April 10, the Superintendent shall notify in writing, any bargaining unit member so affected, of his/her intent not to recommend renewal of contract. Within four days of such notification, the bargaining unit member may request in writing, a meeting with the Superintendent. The Superintendent shall discuss with the bargaining unit member at the meeting his/her rationale for said recommendation. Such a meeting shall be held prior to Board action.
- C. No later than April 10, the Superintendent shall notify, in writing, any bargaining unit member so affected, of his/her intent not to recommend renewal of contract. Within four days of such notification, the bargaining unit member may request, in writing, a meeting with the Superintendent. The Superintendent shall discuss with the bargaining unit member at the meeting his/her rationale for said recommendation. Such a meeting shall be held prior to Board action.
- D. This policy shall not be construed to negate or limit legal rights of the bargaining unit member, nor will it create an expectancy of continued employment, nor shall it prevent the Board from making the final decision regarding a contract renewal or non-renewal. This in no way waives the bargaining unit member's right to appeal the decision to a court of law.
- E. Provisions B and C above shall not apply to supplemental contracts. Bargaining unit members on supplemental contracts will be notified of non-renewal on or before May 31.

Failure to notify of non-renewal to any bargaining unit member on a supplemental contract within the agreed time lines shall result in re-employment in that supplemental position.
- F. It is hereby mutually agreed by the Valley Local Teachers' Association and the Valley Local Board of Education that we have a negotiated agreement on fair dismissal that supersedes existing state law.

ARTICLE 14: EMPLOYEE WORK SCHEDULE AND SCHOOL CALENDAR

- A. The official school calendar and daily time schedules for all buildings and personnel shall be established by the Board of Education based upon the recommendation of the Administration staff.
- B. The length of the assigned work day for members of the instructional staff will be equal length regardless of building assignment. Staff members shall be given the opportunity to review and provide written comment upon proposed changes, in these areas, prior to adoption by the Board of Education. Staff input shall be solicited by way of written memorandum issued by the Superintendent.
- C. The work year for teachers serving on a nine (9) month contract shall be in accordance with the adopted school calendar and shall not exceed one hundred eighty-three (183) work days. These days shall consist of one hundred eighty (180) instructional days, one teacher work day at the beginning of the school year, one teacher work day at the end of the school year, and one in-service day. Personnel new to the school district may be required to work an additional three (3) days for the purpose of orientation. Work days are understood to include all days when pupils are in attendance, teacher work day at the beginning and/or end of the school year, parent conference days, and in-service days scheduled by the Board of Education and/or Administrative staff.
- D. Any teacher required to work beyond their regular work year will be compensated at the rate of 1/9 of their yearly salary for each twenty (20) work days. All extended service days will be worked in accordance with schedules established by the Administration staff. The work day during extended service time shall be the same length as a regular work day when school is in session.
- E. All members of the instructional staff shall be provided with a duty free lunch period of thirty (30) consecutive minutes as required by the Ohio Revised Code. Instructional staff members who wish to leave the building during their assigned lunch period may do so after notifying the building principal or building secretary. Upon their return to the building, the staff member shall notify the building principal or building secretary of their return.

ARTICLE 15: TEACHING ENVIRONMENT

- A. The Board of Education shall provide in each building the following facilities for members of the instructional staff:
1. A separate dining area not available to students.
 2. Lounge facilities, vented and of adequate size, for use during non-instructional time. The lounge facilities will not be used for instructional or testing purposes during the regular school day. Staff members may provide coffee makers and/or refrigerators for use in the lounge. These items will be provided at no expense to the Board of Education. Food and/or beverages shall not be removed from the lounge during periods of instruction.
 3. Separate rest rooms for males and females.
 4. A minimum of two (2) telephone lines will be installed in each building.
 5. Each standard classroom shall be equipped with a teacher desk and separate, lockable storage facilities. Professional staff members sharing classrooms shall share these facilities.
- B. All buildings and grounds owned by the school district should be safe, clean, attractive, and in good repair. Equipment provided for staff use should be in adequate supply and maintained in proper condition. Professional staff members are encouraged to assist in proper maintenance procedures by reporting actual or potential problems to the building principal and/or District maintenance supervisor. Reports of this nature should be filed on forms provided by the Board of Education.
- C. Supervisory duties required to insure student safety and positive discipline within the regular school day shall be shared on an equitable basis, by all professional staff members. Duty schedules are to be published in advance to provide adequate planning time for all staff members.
- D. The Board of Education will provide, within the existing library structure, reference material and professional publications for use by the staff. Staff members will be provided the opportunity to request specific materials for placement in the Professional Library.

ARTICLE 16: PERSONNEL FILE

- A. There shall be only one official personnel file maintained on a teacher. Confidential personnel records of members of the bargaining unit shall be maintained in the Treasurer's office of the district. Each teacher shall have the right, upon request, to review his/her personnel file during the regular business hours of that office. The teacher may be accompanied by a representative of his/her choice during review.
- B. At no time shall the personnel file for a teacher be opened to the public unless the material requested is considered public information as per Ohio Revised Code.
- C. A teacher may acknowledge that he/she has read the material by affixing his/her signature and the date to the copy to be filed. The affixed signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher.
- D. If a teacher believes an item(s) in his/her file is untimely, irrelevant, incomplete and/or inaccurate, he or she may make a written request to the Superintendent that the particular item(s) in the request be removed. Records of all warnings, written reprimands, and other material of a derogatory nature, excluding evaluations, will be removed from the teacher's personnel file three years from the date of issuance, provided no intervening discipline of the same or similar nature has occurred.
- E. If a teacher believes an item in his/her file is untimely, not relevant, incomplete and/or inaccurate, he or she may make a request to the Superintendent that it be removed.
- F. The LPDC file is not considered part of the personnel file and will be maintained separately.

Ref. Board policy file: G. C. L. A.

ARTICLE 17: TEACHER EVALUATION

Statement of Philosophy

- A. The Valley Local Board of Education believes that the highest priority of the school district should be to provide an instructional program of the highest quality for every student. The Board recognizes that the continued improvement of the instructional program is a shared responsibility between the instructional and administrative staff. The Board of Education expects their administrative staff to display an active interest in the improvement of instruction and to be adept in classroom observation skills. The Board of Education further expects all members of the instructional staff to seek continued improvement in their performance and to be receptive to constructive criticism provided by the administrative staff. The Board expects that these goals be achieved through the process of evaluation and supervision as outlined in the following paragraphs.

Purpose of Evaluation

- B. The Purpose of the evaluative and supervisory process is threefold. These purposes are:
1. The improvement of the instructional program.
 2. The improvement of communication between classroom teachers and administrators regarding the educational process.
 3. To assist the administrative staff and the Board of Education in making decisions regarding promotion, transfer and/or retention of certificated employees.

Evaluation Schedule

- C. All members of the instructional staff should be evaluated on a regular basis regardless of their contract status in the school district. The following evaluative schedule shall be utilized:
1. All certificated personnel eligible for contract renewal.
 2. All certificated personnel eligible for continuing contract status.
 3. All other certificated personnel on a three (3) year rotation cycle.

Procedures to be followed

- D. In the implementation of the evaluative and supervisory process the following procedures shall be utilized:

1. Pre-Evaluation Conference: The pre-evaluation conference may be conducted as an individual or group conference. During this conference, the responsible administrator will review all evaluative procedures and documents. During this conference staff members shall be given the opportunity to ask any questions or make suggestions aimed at improving the evaluative program.
2. Classroom Observations: Each staff member being evaluated shall be observed in the classroom setting on a minimum of two (2) occasions. These classroom observations will be conducted by the building principal/head teacher or the Local Superintendent. Classroom observations shall be a minimum of thirty (30) minutes in length and shall be conducted as follows: First observation prior to November 1 and final observation prior to March 1. The teacher shall receive prior notification before the first observation. Following each classroom observation the observer shall complete a classroom observation report form.
3. Post Observation Conference: Within five (5) school days after each classroom observation period, a post-observation conference shall be held. During the conference, the observer and the teacher shall discuss the classroom observation report. Any recommendation for improvement shall be given at this time. Following the conference, the classroom observation shall be signed. The original report is to be sent to the Local Superintendent and one copy of the report is to be retained by the building principal and the teacher.
4. Final Evaluation Conference: Prior to March 30, a final evaluation conference between the responsible administrator and the classroom teacher shall be held. Prior to this conference, both the administrator and the teacher shall complete the final evaluation report form. These forms shall be the basis for the conference. Following this conference one copy of each form shall be submitted to the Local Superintendent and a copy of each form shall be retained by the building principal and the teacher.

Supplements to the Evaluation Process

- E. Administrators and certificated teachers are encouraged to supplement the evaluative process through the use of mutually agreed upon techniques.

The building principal will be willing to work cooperatively with teachers in implementing these informal growth techniques.

The Evaluation Form

- F. After the 2009-2012 Collective Bargaining Agreement is ratified by both the VTA and the Valley Board of Education, a committee will be established consisting of three (3) current VTA members (appointed by the VTA Executive Committee) and three (3) administrators (appointed by the Superintendent and/or the Board). The committee will meet prior to the end of September, 2009, to schedule meetings so all members of the committee can be present. This committee will be responsible for updating the current evaluation form/procedure so it is in line with the current educational climate and goals of the Valley Local School District.

The new evaluation will be approved by the VTA Executive Committee and the Valley BOE before implementation.

The implementation of the new evaluation will include time during an in-service/waiver day to discuss and familiarize the professional staff of the changes in the form and to clearly define the directives given to the administrators on the process to be followed during the evaluation.

During the time the committee is working on the current evaluation form, the current evaluation form will be used for all professional staff.

The new evaluation form will not be used until the beginning of the school year after the above process is completed.

VALLEY LOCAL SCHOOL DISTRICT

Classroom Observation Report

Teacher observed: _____

Date of observation: _____

Time of observation: _____ Beginning _____ Ending

Description of the Learning Situation:

Commendations:

Suggestions for Improvement:

On _____ (date) a conference was held for the purpose of discussing the information contained in this observation report.

Observer's Signature

Date of Report

Teacher's Signature

Date of Conference

Teacher Comments:

Teacher's Signature

Date

Observer's Signature

Date

VALLEY LOCAL SCHOOL DISTRICT

(Both administrator and teacher shall complete the final evaluation report form.)

Teacher Evaluation: _____

Teacher _____ Grade Level/Subject _____

- | | | |
|----|---|-----------|
| I. | Instructional Skills | |
| | A. Demonstrates a knowledge of the subject matter. | 5 4 3 2 1 |
| | B. Plans and organizes toward curriculum objectives. | 5 4 3 2 1 |
| | C. Uses a variety of teaching techniques effectively. | 5 4 3 2 1 |
| | D. Utilizes instructional materials and aids effectively. | 5 4 3 2 1 |
| | E. Uses proper grammar and speaks effectively at the level of his/her pupils. | 5 4 3 2 1 |
| | F. Actively seeks and obtains pupil participation in classroom activities. | 5 4 3 2 1 |
| | G. Creates a positive classroom atmosphere for learning through the effective use of visual aids, bulletin boards, etc. | 5 4 3 2 1 |
| | H. Effectively evaluates student progress and accurately reports student progress to parents and students. | 5 4 3 2 1 |
| | I. Maintains satisfactory classroom control. | 5 4 3 2 1 |
| | J. Evidence exists of thorough preplanning of all instructional activities. | 5 4 3 2 1 |

II. Personal and Professional Characteristics

- | | |
|---|-----------|
| A. Maintains a positive relationship with colleagues and administrators. | 5 4 3 2 1 |
| B. Understands child growth and development and is concerned with the welfare of all students. | 5 4 3 2 1 |
| C. Exhibits professional ethics in his/her relationship with other teachers and administrators. | 5 4 3 2 1 |
| D. Complies with Board of Education policies and building regulations. | 5 4 3 2 1 |
| E. Willingly shares knowledge, materials, and techniques with colleagues. | 5 4 3 2 1 |
| F. Shows evidence of continued professional growth. | 5 4 3 2 1 |

General Comments:

Signature of Principal

Date

The contents of this _____ evaluation were discussed during an individual conference held on _____. My signature indicates that the evaluation process has been completed and is not to be interpreted as agreement with the contents of the evaluation. I understand that I have the right to file, with the Local Superintendent, a written rebuttal of any portion of this evaluation. If I intend to file a written rebuttal, it will be submitted within ten working days.

Signature of Teacher

Date

ARTICLE 18: PAYROLL DEDUCTIONS

- A. The Treasurer of the Valley Board of Education is authorized to make payroll deductions in the following listed areas for members of the Valley Teachers' Association:
1. Professional Dues (NEA, OEA, SEOEA, and divisions of OEA listed on membership enrollment form)
 2. Supplemental Insurances
 - A. AFLAC
 - B. Colonial Life
 - C. Cincinnati Life
 - D. Conesco
 3. Tax Sheltered Annuities
 - A. Edward Jones
 - B. Great American
 - C. American Express
 4. Atomic Employees' Credit Union
 5. SOMC Life Center Membership

All deductions will be made in accordance with this negotiated agreement upon presentation of written authorization individually executed by the employees.

Beginning with the August 1 contract, all new employees must participate in the direct deposit program. If a payday falls on a holiday, the deposit will be made the prior day.

Any current employee has the option of direct deposit at any FDIC bank/credit union.

- B. The open enrollment periods will be as follows:
1. Professional Dues (OEA and related divisions as listed on the membership enrollment form) - Enrollment period will be August 20 to September 20.
 2. Insurance Programs currently being offered - Enrollment will be made according to the plan agreements.
 3. Credit Union - Enrollments and changes will be made according to the plan agreement.
 4. Tax Sheltered Annuities - Enrollments and changes will be made during the open enrollment period of August 20 to September 20.
 5. It is expressly understood the only responsibility the Board assumes is to make deductions as requested by the Association and its membership.

The Association agrees to hold the Board harmless against all claims that might arise as a result of reliance by the Board on authorization cards submitted by the Association or its members. In the case of items 3 and 4 in section A, the Association and its members understand that the Board does not necessarily endorse participation in any of these programs.

- C. The Treasurer of the Board shall deduct in twenty (20) equal amounts, the membership dues of the Association and its affiliates. Such deductions shall be made twice a month, beginning with the first pay of October each year. All money so deducted shall be remitted to the Treasurer of the Association per pay period accompanied by the number of members for whom deductions are made.
- D. Any staff member enrolled in continuous payroll deductions for professional dues shall be continued on payroll deduction thereafter, unless they submit written notification to the President of the VTA requesting payroll deductions for professional dues to be discontinued. This written notification of discontinuance shall be submitted to the President of the VTA by August 31.
- E. The President of the VTA or their designee, shall present the following items to the Treasurer of the Board by September 20:
 - 1. A letter containing a list of all staff members who do want professional dues taken out via payroll deduction.
 - 2. A letter stating the amount of membership dues. If there are staff members whose dues may be of a greater amount, these members and the amount to be deducted shall be noted in this letter.
 - 3. Letters from staff members requesting no payroll deductions. These letters will be placed in staff members' personnel files. (The VTA will also keep copies on record.)

Employees hired after the September 20 deadline may have payroll deductions for professional dues started after that date.

ARTICLE 19: INSURANCES

- A. The Board of Education shall make available to all full-time bargaining unit members the best medical, hospitalization package offered by Scioto County Council of Government. If the "offered" plan is unacceptable, the Board and the Association agree to negotiate an acceptable plan or solution. The cost to the bargaining unit members will be ten per cent (10%) of the annual premium for the single or family plan. This shall be deducted in equal bi-monthly installments.
- B. The Board of Education shall provide 100% of the Optical Insurance Plan.
- C. The Board of Education shall provide 100% of the Dental Insurance Plan.
- D. The Board of Education shall provide a \$30,000.00 Life Insurance Policy on each certified employee. Note: At age 70 and there after the Life Insurance Benefits will be reduced as per the plan agreements.
- E. All part time employees will be offered the above insurance on a pro-rated basis.
- F. All bargaining unit members shall receive a copy of all certificates of insurance booklets at their initial enrollment.
- G. Any change in insurance coverage must be negotiated with the Association except those referenced in the above Section A.
- H. The Valley Board of Education agrees to maintain a Cafeteria Plan and as part of that plan agrees to award a stipend of \$1500.00 to any employee who is eligible to participate in the Health Benefit Plan, and who elects not to participate in the said plan, or who, prior to October 1 of the current contractual year, withdraws from said plan.
 - 1. The \$1500.00 stipend will be paid on the first regular pay in December of the current contractual year.
 - 2. If any teacher, who receives the \$1500.00 stipend, re-enrolls during the contractual year, under the hardship provisions said teacher will reimburse the Board the \$1500.00 stipend on a pro-rated, by month basis. Clarification: If an employee is off the Health Benefit Plan for 6 months and re-enrolls, he would pay back 50%; if off 3 months and re-enrolls, he would reimburse 75% of the stipend.

ARTICLE 20: SICK LEAVE

- A. Sick leave shall be accumulated at the rate of 1 1/4 days per calendar month. Sick leave may be accumulated to at maximum of 250 days. Sick leave used during the month shall be deducted before determining whether or not the addition of the 1 1/4 days will give an accumulated sick leave in excess of the maximum of 250 days. Employees new to the school district who have no accumulated sick leave, shall be credited with five (5) days of sick leave as prescribed by Section 3319.141 of the Ohio Revised Code.
- B. Sick leave may be used for the following reasons:
1. Illness, injury, or doctor's appointments in the immediate family: If a physician is consulted his/her name, address and date(s) of consultation will be entered on the application form. For the purpose of determining eligibility under this section, immediate family will be understood to include the following: parent, brother, sister, husband, wife, mother-in-law, father-in-law, child/foster child, grandchildren, grandparents, grandparents of spouse or any other person living in the bargaining unit members household.
 2. Illness, injury, or doctor's appointments in the immediate family: If a physician is consulted his/her name, address and date(s) of consultation will be entered on the application form. For the purpose of determining eligibility under this section, immediate family will be understood to include the following: parent, brother, sister, husband, wife, child, or person living in the same household.
 3. Illness related to pregnancy (miscarriage, abortion, childbirth, and recovery from): Use of accumulated sick leave for pregnancy will be allowed when a written statement from the attending physician verifies an inability to perform the contracted duties because of illness related to pregnancy. The employee may return to duty after presenting a statement from the doctor indicating the ability and date for returning to duty.
 4. Exposure to a contagious disease: The employee may return to duty after presenting a statement from the attending physician indicating the above condition no longer exists and providing a date for returning to duty.
 5. Death in the immediate family: For the purpose of determining eligibility under this section, immediate family will be understood to include the following: husband, wife, father, mother, child, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the immediate household. A maximum of five (5) days may be used for this purpose.
 6. Death of a less immediate relative: For the purpose of determining eligibility under this section, less immediate relative will be understood to include the

following: aunt, uncle, niece, nephew, grandparent-in-law, brother-in-law, sister-in-law. A maximum of one (1) day may be used for this purpose.

- C. Following the absence from duty for any of the above reasons the employee shall submit an application for the use of sick leave for approval. The required application shall be filed with the building principal within five (5) days of the employee's return to duty. Failure to file the required application may result in a reduction in salary for the date(s) of absence. Falsification of the application shall be grounds for suspension or termination of employment. All applications for use of sick leave shall be approved by the building principal, subject to review by the Local Superintendent.
- D. If an employee is absent for more than five (5) consecutive days, a physician must be consulted.

VALLEY LOCAL SCHOOL DISTRICT

Application for Use of Sick Leave

Employee's
Name _____ Date _____

I am applying for sick leave for my absence beginning _____
month, day, year

and ending _____, for a total of _____ days of sick leave.
month, day, year

Insert number of days used in the appropriate category:

- _____ 1. Personal illness, injury, or doctor's appointment
- _____ 2. Illness, injury, or doctor's appointment in the immediate family
- _____ 3. Illness related to pregnancy
- _____ 4. Exposure to a contagious disease _____
- _____ 5. Death in the immediate family _____
(Name and relationship)

If medical attention was required, complete the following:

Attending Physician _____

Address of Physician _____

Date(s) consulted _____

I understand that falsification of this application is grounds for suspension or termination of employment under Section 3319.031 and 3319.16 of the Ohio Revised Code.

Signature of Employee

This application shall be filed with the Building Principal within five (5) working days after the employee returns to duty.

Signature of Principal

ARTICLE 21: PERSONAL LEAVE

- A. Each bargaining unit member of the Valley Local School District may be granted up to three (3) days of paid personal leave each school year. Two days will be unrestricted; one day will be restricted and subject to the Superintendent's approval.
- B. A bargaining unit member applying for restricted personal leave shall fully specify the reason(s) for the request (i.e. governmental closure of roads and bridges). The Superintendent may grant additional days at the bargaining unit member's request.
- C. Personal leave shall not be taken on the following: 1) first or last day of classes, 2) any day immediately before or after a holiday, vacation day or professional leave day. 3) any day deemed as a waiver day or professional development day that is designated on the school calendar at the start of each school year 4) any Monday or Friday during the month of May and 5) during the last two weeks of school. This limitation may be waived in emergency situations by the Local Superintendent. Prior to the waiver of this limitation, a written statement explaining the nature of the emergency shall be filed with the Local Superintendent.
- D. Said leave shall not be accumulated from one year to the next. (Year is defined as August 1 – July 31). Unused personal leave may be converted to accumulated sick leave credit on a day per day basis. Employees desiring personal leave shall complete the proper leave request and submit such request to the building principal by the end of the last work day for the teachers in May. If this form is not completed, signed and turned in to the building principal by the end of the last teacher work day then the conversion will not be approved. The exemption to this deadline would be an emergency, in which case the employee must have written permission from the Local Superintendent to extend the deadline.
- E. Association members elected or appointed to governing bodies of the Ohio Education Association or the National Education Association shall be granted not more than four (4) days with pay, for the purpose of attending required meetings of these governing bodies or committees.
- F. In applying for personal leave the following procedures shall be followed:
1. The certificated employee requesting personal leave shall submit a properly completed application to their building principal three (3) working days prior to the requested absence.
 2. Upon receipt of the completed application, the building principal shall initial the request and forward all copies of the application to the Local Superintendent for approval.
 3. After approval of the request the Local Superintendent shall return one copy to the building principal and one copy to the requesting employee.

4. If the application for personal leave is denied, the Local Superintendent shall provide reasons for his/her actions.
- G. No more than 10% of the certificated employees per building will be permitted to use personal leave on the same day. This limitation may be waived in emergency situations by the Local Superintendent. (attached form)

VALLEY LOCAL SCHOOL DISTRICT
Personal Leave Application

I, _____, request the use of _____ day(s)

personal leave on the following date(s):

The personal leave will not be used for any of the following:

Personal Leave shall not be used for engaging in other employment, traveling to other employment, gainful employment, applying for employment, or creating or extending a vacation period.

I understand that falsification of this application shall be grounds for disciplinary action.

Signature

Date

This application was received by me on _____

The above application for the use of personal leave has been:

___ Approved

___ Disapproved

Reasons for disapproval: _____

Signature

Date

ARTICLE 22: PROFESSIONAL LEAVE

- A. Each member of the certificated staff may be granted up to three (3) days professional leave each year for the purpose of attending conferences of an instructional nature. In-service training required by the Local Board of Education, the South Central ESC, or the State Department of Education shall not be counted as professional leave as outlined in this statement. Professional leave must be directly related to assigned teaching field or Board compensated supplemental assignment.
- B. The Board of Education shall allow current IRS rate per mile as of September 1 for each contractual year, not to exceed 300 miles round trip per meeting. In addition, the Board of Education shall reimburse for registration fees not to exceed \$125.00 per meeting; lodgings not to exceed \$100.00 per day; parking not to exceed \$10.00 per day; and meals as follows: breakfast \$7, lunch \$8, and dinner \$20 per day. Meals may be purchased whenever and wherever the employee desires as long as the expenditure occurs within the hours of the conference/meeting and the accompanying travel time. All expenses not covered by these amounts shall be the responsibility of the professional staff member. After the completion of the professional meeting, the staff member shall file, with the Treasurer of the Board of Education, a request for reimbursement with receipts for all covered expenses. Receipts are not required for mileage. Reimbursement expenses will be paid within ten (10) days.
- C. A traveler on official school business will be expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling on personal business. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations will not be considered prudent, nor will they be accepted.
- D. In applying for the use of professional leave the following procedure shall be followed:
1. The certificated employee requesting professional leave shall submit a properly completed application form to their building principal five (5) working days prior to the requested absence.
 2. Upon receipt of the completed application, the building principal shall sign and date the request and forward all copies of the application to the Local Superintendent.
 3. After approval of the request, the Local Superintendent shall return one copy to the building principal and one copy to the requesting employee.
 4. If the application for professional leave is denied, the Local Superintendent shall, at the request of the bargaining unit member, give reasons for his/her action.

- E. No more than 10% of the total certificated employees per building may use professional leave on the same day. This limitation may be waived by the Local Superintendent.

(See attached form)



VALLEY LOCAL SCHOOL DISTRICT

Professional Leave Application Form

EMPLOYEE NAME _____

NAME OF CONFERENCE/MEETING _____

LOCATION _____

DATE(S) _____

EMPLOYEE SIGNATURE _____ DATE _____

PRINCIPAL SIGNATURE _____ DATE _____ Approved Denied

The above application for use of Professional Leave is:

SUPERINTENDENT _____ DATE _____ Approved Denied

The Board of Education shall allow current IRS rate as of September 1 of each contractual year, not to exceed 300 miles round trip, per meeting. In addition, the Board of Education shall reimburse for registration fees not to exceed \$125 per meeting; lodging not to exceed \$100 per day; and meals as follows: breakfast \$7; lunch \$8; and dinner \$20 per day.

- Meals requested for reimbursement must occur within the hours of the conference and/or meeting, allowing for travel time
- All expenses exceeding Board of Education approved amounts shall be the sole responsibility of the staff member

Note: A staff member, on official school business, will be expected to exercise the same care when incurring expense that a prudent person would exercise in traveling on personal business. Excessive cost(s) will not be considered prudent, nor will be an allowable reimbursement.

Upon submitting a Professional Development Leave Form, please:

- Complete the Professional Development Leave Expense Proposal (see below) estimating expenses in Table 1.0
- Attach a copy of meeting agenda/brochure
- Submit Professional Development Leave Expense Proposal and agenda/brochure to the building principal for prior approval
- After completion of conference/meeting, file all necessary receipts with the Treasurer for reimbursement

PROFESSIONAL DEVELOPMENT LEAVE EXPENSE PROPOSAL			
Table 1.0	ESTIMATED EXPENSES	ACTUAL SUBMITTED	AMOUNT APPROVED
MILEAGE			
REGISTRATION			
LODGING			
MEALS			
PARKING			
TOTAL			

REQUIRED: Check if a substitute is necessary with approval of this Professional Leave Application Form



Valley Local School District

Guidelines for Submitting Professional Leave

1. All expenses must be estimated on the Professional Leave Application Form (Table 1.0) before submitting the form to the principal/supervisor for prior approval and be in accordance with Board of Education allowable expenditures. If not, the expenses will not be approved for reimbursement.
2. Professional Leave Application Form must be submitted at least five days in advance to the building principal. Many conferences have registration deadlines and/or fill up quickly. For this reason, please submit professional leave request as far in advance as possible.
3. Meeting documentation (i.e. agenda, brochure, mileage, hotel, meals) must be accompanying the Professional Leave Application Form. The name of the meeting/conference must be written on the Professional Leave Application Form.
4. Type or print the employee name on the Professional Leave Application Form. (employee name/signature must be legible).
5. If mileage reimbursement is being requested at district rate per mile, the mileage must be listed on the Professional Leave Application Form. Valley will only reimburse for mileage if the mileage distance is listed on the Professional Leave Application Form, at the time the application is submitted for prior approval and must be calculated from Valley LSD to the location of the event. Car pooling is encouraged.
6. Professional leave/conferences will be approved if the request aligns with Valley LSD goals and is not available or offered from the personnel within Valley LSD.
7. Actual receipts must be submitted with the pink copy of the purchase order upon your return. Amounts must be listed on the Professional Leave Application Form when submitted for prior approval.
8. Complete the box on the Professional Leave Application Form if a substitute is necessary. The substitute cost must be listed on the Professional Leave Application Form when submitted for approval. When professional leave is approved, the building secretary or principal must call to request a substitute.
9. All Professional Leave Forms must be signed by the building principal/supervisor before sending to the superintendent's office for final approval.
10. Entire teams of employees are not encouraged to register for workshops/conferences. Please utilize the train-the-trainer concept to keep costs to a minimum.
11. Once the employee returns from a conference/meeting, the employee will share new knowledge/skills learned at the conference/meeting with grade level/department staff and/or administration.

ARTICLE 23: TUITION REIMBURSEMENT

- A. The Board of Education agrees to establish a tuition reimbursement program for teachers. Bargaining unit members shall be reimbursed up to fifty per cent (50%) of the cost of each graduate credit hour up to a maximum of 9 quarter or 6 semester hours per contract year. The maximum expenditure per contract year for the Board shall be limited to seven thousand, five hundred dollars (\$7,500.00).
- B. In order to be eligible for reimbursement:
1. The course must be taken at a teacher training institution recognized by the Ohio State Department of Education.
 2. The bargaining unit member must file an application for reimbursement and a copy of the receipt of payment for the tuition with the Superintendent within (30) days of the beginning session of the class. The Superintendent shall notify the applicant of the approval or disapproval of the application within ten (10) days of receipt of the application.
 3. The course must be directly related to the applicant's assigned teaching area or be a part of a Master's Degree program in the field of education. The Superintendent shall have final authority in determining whether or not a course meets this requirement.
 4. The final grade in the course must be no lower than "B" or "P" in a Pass/Fail course.
 5. The final grade must be submitted within sixty (60) days of the completion of course. Grades for approved courses not submitted by August 31 shall not be reimbursed until the following academic year.
- C. The Treasurer of the Board of Education shall issue a check to each approved claimant for the full amount approved as per sections A and B above.
- D. Staff members who participate in this program and then choose to leave the district within two years of the receipt of reimbursement, shall be required to repay the Board an amount equal to the tuition reimbursement received.

VALLEY LOCAL SCHOOL DISTRICT

Application for Tuition Reimbursement

I, _____ hereby request reimbursement for the following course(s) which are being offered by Name of College or University _____ during the _____ quarter (semester) of the _____ academic year.

Course Number Course Title Credit Hours

Date classes start: _____

The credit hour rate currently being charged by the college or university is \$ _____ per quarter/semester hour.

Explain how this course relates to your current teaching assignment:

Signature

Date

Date and time received:

_____ Approved

_____ Disapproved

Reason for disapproval:

Superintendent's Signature

Date

I, _____ agree that if I leave the district within two years of receipt of reimbursement, I shall repay the district the full amount of the reimbursement.

Signature

Date

ARTICLE 24:
BOARD "PICK-UP" OF MEMBER CONTRIBUTION TO STRS

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

ARTICLE 25: SEVERANCE PAY

The Board and the Association agree that the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of a teacher's pay at retirement by 1/4 of the total number of accumulated unused sick leave days to a maximum of 55 days. If the teacher has not been employed by the Board for at least five (5) years, the maximum amount of severance pay shall be limited to thirty (30) days. This amount shall be paid to the retiree within thirty (30) days of retirement.

ARTICLE 26: SALARY NOTICE AND PAY PERIODS

- A. The base salary for school year 2009-10 shall be \$33,016.00, the base salary for school year 2010-11 shall be \$33,722.00, and the base salary for the school year 2011-12 shall be \$34,059.00.
- B. Bargaining unit members shall be paid on a biweekly (every two weeks) basis. The Treasurer of the Board shall establish the date of the first pay period of each contract year.
- C. The Board and Association agree that annual salary notices for school years 2009-2010, 2010-11, and 2011-12 will be sent out in August.
- D. Any member who has obtained what is considered a salary adjustment since the previous salary notice, must submit verification of the completion to the local Treasurer by Sept. 10 of the current year in order for the degree step to be applied to the salary.

ARTICLE 27: SALARY SCHEDULE

**Valley Local School District
Scioto County
2009-10 Teacher
Salary Schedule**

EXP	BACHELOR	5 YEAR TRAINING	MASTERS
0	33,016	34,317	36,202
1	34,317	35,739	37,789
2	35,574	37,161	39,376
3	36,830	38,582	40,963
4	38,086	40,004	42,550
5	39,343	41,425	44,136
6	40,599	42,847	45,723
7	41,855	44,269	47,310
8	43,112	45,690	48,897
9	44,368	47,112	50,484
10	45,624	48,534	52,071
11	46,880	49,955	53,658
12- 14	48,137	51,377	55,245
15- 19	49,393	52,798	56,832
20- 25	49,975	53,380	57,414
26+	50,557	53,962	57,996

Masters +15: +\$500/yr.

**Valley Local School District
Scioto County
2010-11 Teacher
Salary Schedule**

EXP	BACHELOR	5 YEAR TRAINING	MASTERS
0	33,722	35,003	36,926
1	35,003	36,453	38,544
2	36,285	37,904	40,163
3	37,566	39,354	41,782
4	38,848	40,804	43,400
5	40,129	42,254	45,019
6	41,411	43,704	46,638
7	42,692	45,154	48,256
8	43,973	46,604	49,875
9	45,255	48,054	51,493
10	46,536	49,504	53,112
11	47,818	50,954	54,731
12-14	49,099	52,404	56,349
15-19	50,381	53,854	57,968
20-25	50,974	54,448	58,562
26+	51,568	54,041	59,155

Masters +15: +\$500/yr.

**Valley Local School District
Scioto County
2011-12 Teacher
Salary Schedule**

EXP	BACHELOR	5 YEAR TRAINING	MASTERS
0	34,059	35,353	37,295
1	35,353	36,818	38,929
2	36,647	38,282	40,564
3	37,942	39,747	42,199
4	39,236	41,211	43,834
5	40,530	42,676	45,469
6	41,824	44,140	47,104
7	43,119	45,605	48,738
8	44,413	47,070	50,373
9	45,707	48,534	52,008
10	47,001	49,999	53,643
11	48,296	51,463	55,278
12-			
14	49,590	52,928	56,913
15-			
19	50,884	54,392	58,547
20-			
25	51,484	54,992	59,147
26+	52,083	55,591	59,746

Masters +15: +\$500/yr.

ARTICLE 28: SUPPLEMENTAL SALARY SCHEDULE

The Board reserves the right to add or delete supplemental positions and to set salaries for any additions until the master contract is re-negotiated.

The procedure for payment of stipends for supplemental assignments is as follows:

1. The staff member will submit a request for payment to the appropriate building administrator.
2. The building administrator will certify completion of the assignment.
3. The building administrator will then forward Items 1 and 2 to the Treasurer with his routine payroll items.
4. The Treasurer will pay the stipend the next regular payroll. The maximum longevity increase for school year 1996/97 will be ten years of previous experience at that position or higher. Years of experience accumulated after 1996/97 school year will be added to the current maximums. Years of experience will be understood to be in that position or higher.

A.	Athletic Director	\$4000 + \$100 annual increase
	Head Football	\$4000 + \$100 annual increase
	Head Basketball	\$4000 + \$100 annual increase
B.	Baseball	\$2200 + \$75
	Soccer	\$2200 + \$75
	Track	\$2200 + \$75
	H. S. Cheerleader Sponsor	\$2200 + \$75
	Volleyball	\$2200 + \$75
	Softball	\$2200 + \$75
C.	V. Assist. Football	\$1900 + \$70
	V. Assist. Basketball	\$1900 + \$70
	V. Assist Baseball	\$1000 + \$70
	Wt. Room Sponsor	\$1800 + \$70
	Boys Tennis	\$1700 + \$70
	Girls Tennis	\$1700 + \$70
	Golf	\$1700 + \$70
	Cross Country	\$1500 + \$70
	Swim Coach	\$1700 + \$70
	Assistant H. S. Volleyball	\$1000 + \$70
	Assistant Softball	\$1000 + \$70
	Assistant Soccer	\$1000 + \$70
D.	Head Jr. High Football	\$1500 + \$60
	Head Jr. High Basketball	\$1500 + \$60
	Jr. High Cheerleader Sponsor	\$1000 + \$60
	Jr. High Track	\$1000 + \$60
	Jr. High Volleyball	\$1000 + \$60
E.	Jr. High Track Assistant	\$ 800 + \$50
	Jr. High Football Assistant	\$ 800 + \$50
	H. S. Yearbook Sponsor	\$2000 + \$50
F.	Senior Class Sponsor	\$ 800 + \$30
	Jr. Class Sponsor	\$ 800 + \$30
	Drama Club	\$ 700 + \$30
	Jr. High Yearbook	\$ 700 + \$30
	National Honor Society	\$ 700 + \$30
	Business Club	\$ 700 + \$30
	Quiz Bowl	\$ 700 + \$30
	Elementary Yearbook	\$ 700 + \$30
	Jr. High Quiz Bowl	\$ 500 + \$30
	Mock Trial	\$ 700 + \$30

If a coach is coaching two separate teams without an assistant, i.e. 7th & 8th Grade Basketball, then that coach will be entitled to compensation at the rate of 1.5 times the stipend for that supplemental assignment.

ARTICLE 29: HOME INSTRUCTION

The Valley Local Board of Education and the Valley Teachers' Association hereby agree that teachers who are providing approximately five (5) hours per week of Home Instruction, are doing so in addition to their regular duties, and therefore this is a supplemental assignment and will be paid at a rate established by the Board of Education and agreed to by the employee. Acceptance of the assignment will be interpreted as agreeing to the rate of pay as established by the Board of Education.

ARTICLE 30:
VALLEY LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- A. The Valley Local Professional Development Committee (LPDC) is established to oversee, review, and approve professional development plans of all certified employees of Valley Local School District as mandated by the Ohio Revised Code 3319.22. This is an ongoing committee and was established in September 1998. Each employee wishing to fulfill license/certificate renewal is responsible for submitting this information to the LPDC.
- B. The LPDC shall be comprised of seven (7) members as follows: Four (4) teachers selected by the Association and three (3) other certificated/licensed district employees appointed by the Superintendent.
- C. The LPDC shall maintain a "Plan of Operations". A copy of the "Plan of Operations" will be available to anyone on request.
- D. In the event of a vacancy, a new committee member shall be appointed by the party responsible for the initial selection.
- E. The LPDC shall meet as often as the members deem necessary to complete their work.
- F. Decisions of the LPDC shall be made by majority vote of the members present and voting so long as a quorum is present. A quorum shall consist of at least five (5) committee members.
- G. An appeal process shall be established by the LPDC. This will be described in detail in the "Plan of Operations."
- H. Members of the LPDC shall be reimbursed for all expenses incurred attending any required training for this position as in the negotiated agreement.
- I. Members of the LPDC will be paid a yearly stipend of \$300 at the completion of the fiscal year. Members will receive their stipend in the first paycheck in July.
- J. Committee members should attend 75% of the meetings of the committee to receive the full stipend.

ARTICLE 31: COMPUTER SYSTEM USE

- A. The bargaining unit members have the permission of the Valley Local School District to use the computer network maintained by the District.
- B. The bargaining unit members may use the network system for any legal activity for personal e-mail, research, and data storage by the employee during times in which the employee does not have active job responsibilities.
- C. No files allegedly generated by, or sent to, or stored in the employee's assigned data/system files, computer desktop, or personally assigned computer are to be made public without the written permission of the employee or employees involved in the file.
- D. Employees will be notified before their designated files, computer desktop files, assigned computer, or Internet research sites are scrutinized for any reason by the Administration other than for an investigation of illegal activity.

ARTICLE 32: EMPLOYMENT OF RETIRED TEACHERS

1. This Article governs the terms and conditions of employment of any retired teacher whom the Board chooses to regularly employ in a position that falls within the description of the bargaining unit. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
2. Retired teachers re-employed by the Valley Local School District shall be placed on the certificated staff salary schedule at a Bachelors Degree and zero (0) years experience.

In situations where the Board deems there to be extenuating circumstances, the placement on the salary schedule may be changed by the Board based on the recommendation of the Superintendent.
3. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
4. No evaluation procedures in this agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under Paragraph 2 above will automatically nonrenew at the end of its term. The procedures appearing in Section 3319.11 of the Ohio Revised Code Section, including the post-renewal procedures appearing in Section 3319.11 (G), shall not apply to any such contract nonrenewal.
5. The employee will be credited with zero (0) years of seniority and shall not accrue seniority for any purpose.
6. The employee shall be eligible for a supplemental contract at the discretion of the Superintendent.
7. The employee shall be eligible for all leaves under this Agreement except that in no event will the employee be awarded a sabbatical leave.
8. The employee is not eligible to participate in any insurance fringe benefits offered under this Agreement, unless the employee is precluded under STRS policy from obtaining benefits through STRS.
9. The employee will in no event qualify for severance pay.
10. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE 33: IMPLEMENTATION AND DURATION

A. Duration of Agreement:

This master contract shall become effective as of August 1, 2009, except as otherwise provided herein, and it shall remain in effect through July 31, 2012.

B. No Fault:

Should any provision of this contract be found contrary to law by a court of competent jurisdiction, that provision shall be deemed void but all other provisions shall remain in full force. Should any provision in this contract be found contrary to law, the Board and the Association shall re-negotiate the provision(s). Such negotiations shall occur within thirty days following the court ruling.

C. Waiver of Negotiations:

The Board and Association waive the right to negotiate during the term of this contract, except as provided in Article 2.

D. Printing and Distribution:

Within thirty (30) days of ratification by the Board and the Association, the Board and Association shall provide one professionally printed master contract to each employee. The cost of the printing shall be borne by the parties.

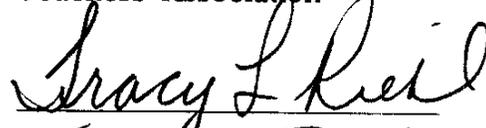
For the Valley Local School
District Board of Education



Eugene Thomas

Date 08-18-09

For the Valley Local
Teachers' Association



Tracy L. Riehl

Date 8-18-09



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

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

COPY

September 4, 2009

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

RE: Case No. 09-MED-01-0069
Valley Teachers' Association and Valley Local Schools
Contract Settlement

2009 SEP - 8 A 10:41
STATE EMPLOYMENT
RELATIONS BOARD

Dear Board Members:

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

Sincerely yours,
Valley Teachers' Association

Deborah Maynard
Labor Relations Consultant

DM:pr

cc: Tracy Riehl, VTA President

WAVERLY UNISERV OFFICE

14074 U.S. 23 North, Waverly, OH 45690 ■ PHONE: (740) 947-7734 or 800-451-8412 ■ FAX: (740) 947-8878

An Affiliate of the National Education Association

