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AGREEMENT BETWEEN THE UPPER SCIOTO VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

UPPER SCIOTO VALLEY TEACHERS ASSOCIATION

Effective through
June 30, 2015

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ARTICLE 1
TERM OF AGREEMENT AND SIGNATURES

This Agreement shall become effective as of signing and shall remain in full force and effect through and including 12:00 p.m., June 30, 2015.

Signed by authorized representatives of the parties this 12th day of August 2013.

Upper Scioto Valley Teachers Association

President

OEA Labor Relations Consultant

Connie Simons President

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Upper Scioto Valley Local School District Board of Education

Superintendent

Treasurer

Negotiating Team Member

Negotiating Team Member

Designated Representative

ARTICLE 2
RECOGNITION

A. The Upper Scioto Valley Local School District Board of Education ("Board") recognizes the Upper Scioto Valley Teachers Association ("Association"), OEAINEA as the sole and exclusive representative for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional certificated personnel, both full-time and regular part- time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration, classroom teachers, guidance counselors, librarians, nurses, any certificated employee hired to act as Athletic Director who is not a supervisor or management level employee as defined in O.R.C. §4117.01(F), and substitutes working sixty (60) consecutive days or more in a school year.

B. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Director when the person is hired as an administrative employee, and all non-certificated employees, substitutes working less than sixty (60) consecutive days in a school year, seasonal and casual employees, and other administrative personnel as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 3
NEGOTIATIONS PROCEDURE

A. Directing Requests: Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted between ninety (90) and one hundred twenty (120) days prior to the expiration of the contract term.

B. Negotiation Meetings: The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All proposals by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall be scheduled evenly between the regular employee workday and late afternoon/evening as mutually agreed to by the parties. Time and dates as used in this Article may be changed by mutual agreement.

C. Representation: Negotiating teams consisting of up to five (5) representatives of the Board and up to five (5) representatives of the Association shall meet at mutually agreed times to bargain in good faith. The Board and the Association may engage a professional consultant at their own expense who may serve as

an employee of the negotiating team; however, nothing in this Article shall prohibit the Board and the Association from mutually agreeing that such professional consultants shall not be employees of the bargaining teams. Other than what is specifically expressed in this Article, neither party in any negotiations shall have any control over the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be sent to the State Employment Relations Board. The Board shall make copies of District Policies and the Agreement available in the office within thirty (30) days after the Agreement has been signed.

D. Information: Upon reasonable written request, the Board and the Association shall provide the other, within a reasonable time, with available information and data which reasonably would assist the requesting party in formulating proposals and counterproposals, or in assessing the other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student record laws.

E. While Negotiations Are In Progress:

1. Caucus - The Chairman of either group may recess his/her group for independent caucus of reasonable duration at any time.

2. Protocol -No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other employee as a result of participation in the negotiation process.

3. Item Agreement - As negotiation items receive tentative agreement they shall be reduced to writing, dated 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.

F. Agreement: When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval. The Board shall have the responsibility of preparing the initial draft of the Agreement within seven (7) days after the tentative agreement is reached. The Association shall be responsible for proofing the document and informing the Board of any and all corrections needed to the document within seven (7) calendar days after receipt of the initial document draft. The Board shall provide a copy of the Agreement to

each bargaining unit employee within fourteen (14) days after execution of the document. In addition, the Board shall provide each new employee with a copy of the Agreement upon hiring and shall prepare an additional thirty (30) copies of the document for the Board and Association.

G. Disagreement:

1. In the event the parties are unable to reach agreement, at any time prior to forty- five (45) days before the expiration date of this Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent within three (3) calendar days to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.

2. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

3. In the event the employees of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code, which states:

> "Public employees other than those listed in division (D){I) of 4117.14 have the right to strike under Chapter 4117, of the Revised Code provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and the SERB; however, the SERB, at its discretion, may attempt mediation at any time."

and Section 4117 .18(C) of the Ohio Revised Code, which states:

> "No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code."

H. Good Faith Bargaining: The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement with the intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the

making of a concession. In the event of impact bargaining, the timelines and dispute procedure will be the same as in At1icle 3(G).

I. Dispute Settlement Procedure: The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed to by the parties.

ARTICLE 4
DEFINITIONS

The following definitions apply to this Agreement unless expressly provided otherwise.

A. "Association" means the Upper Scioto Valley Teachers- Association (USVTA), its affiliated organizations: National Education Association (NEA), and Ohio Education Association (OEA), and persons acting on behalf of the Association or any affiliated organization.

B. "Board" means the Upper Scioto Valley Local School District Board of Education, its Administrators and others authorized to act on its behalf.

C. "Days" means school day during the regular school year and Monday through Friday other than holidays during the summer.

D. "District" means Upper Scioto Valley Local School District.

E. "Teacher" means an employee of the Board in the bargaining unit described in Article 2 of this Agreement.

F. "Immediate Supervisor" means the supervisor(s) to whom the teacher directly reports in relation to the subject or issues involved. The teacher 's evaluation shall be made by this person(s), the local Superintendent, and/or the county Superintendent.

G. "Full Time" means an employee who is employed to perform a full day's work as defined in this contract.

H. "Part Time" means an employee who works less than full time. Fringe benefits for bargaining unit member who work less than full time shall be prorated.

I. "Impact Bargaining" means bargaining that takes place during the term of this contract over any changes that affect or effect the wages, hours, terms, or other conditions of employment.

ARTICLE 5
SEVERABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees, and terms of this Agreement prevail over any state statute to the contrary. If, however, any specific provision of this Agreement is invalidated by ruling of a court of competent jurisdiction or subsequent change in law, the parties shall, upon timely written request of the other, meet to negotiate in good faith regarding any necessary change in this Agreement. All other provisions of this Agreement which have not been invalidated shall continue in full force and effect in accordance with their terms.

ARTICLE 6
REDUCTION IN FORCE

When it is necessary to reduce the number of teaching positions because of decreased enrollment of pupils, suspension of schools or territorial changes affecting the District, return to duty of regular employees after leaves of absence, financial reasons as determined by the Board, abolishment of positions, or program or curriculum changes, the Board shall follow the following procedures in effecting its reduction in force ("RIF"):

A. Attrition: Where known and where possible, the number of persons affected by a RIF will be kept to a minimum by not employing replacements insofar as practicable for employees who retire, resign, or whose limited contracts are not renewed.

B. Reduction Other Than by Attrition: To the extent that reductions are not achieved through attrition, the Board shall suspend contracts as necessary, of employees currently assigned to the affected teaching field(s) affected. Suspension of a limited contract employee and/or any related recall rights as set forth in this Article shall not operate to extend the length of the affected employee's limited contract beyond the date on which it otherwise would expire.

1. Seniority Process

a. The Board shall give preference to employees on continuing contracts within the teaching field(s) affected when implementing reduction in force.

b. Other factors the Board will take into consideration when implementing reduction in force are:

- performance evaluation
- student performance

c. The Board will only take the concept of "seniority" into account in implementing reduction in force when employees within the teaching field(s) affected have comparable evaluations. The term "comparable evaluations" shall mean:

1) employees rated as "Accomplished" and "Proficient" shall be comparable; and

2) employees rated "Developing" for two (2) consecutive years and employees rated as "Ineffective" shall be comparable.

For the purposes of this Article, "seniority" shall mean the length of continuous full-time and regular part-time service in the District, inclusive of authorized leaves of absence.

d. The Superintendent shall place on teaching field lists within their area(s) of certification as follows: first, employees on continuing contracts shall be listed; next, employees on limited contracts shall be listed. The Superintendent shall provide current teaching field lists to the Association President by October 1 of each school year and a revised list prior to the actual suspending of contracts.

2. RIF Recall List

a. Employees whose contracts have been suspended shall be placed on a recall list. The Board shall provide the Association President with a copy of the list, updated as appropriate.

b. Employees on the recall list shall have recall rights in the order of their placement on the list(s) described above to fill vacancies for which they are certified and qualified. Employees on limited contracts shall remain on the recall list for two (2) years from the employee's last payday after suspension. Employees who are on a continuing contract at the time of suspension shall have recall rights as set forth in R.C. Section 3319.17. Tutors who are placed on a recall list while employed in a tutor position shall only have right of recall to a vacant tutor position. Tutors shall not have right of recall to a regular classroom teaching position.

c. The Board shall only extend a job opening to fill a vacancy to substitute employees or persons outside the District after each properly certified and qualified employee on the recall list, excluding tutors, has been given an opportunity to accept the position. The granting of a leave of absence to an employee will not be considered to create a vacancy, nor will the decision to leave a position vacant from attrition.

3. Notice of Recall

a. In the event of recall as provided above, the Superintendent shall send the most properly certified and qualified employee on the recall list a written offer of employment by certified mail to his/her most recent address on school records. It is the employee 's obligation to keep his/her address and status of certification current on District records. If the employee does not accept the offer in writing seven (7) days following the delivery or first attempted delivery of the letter, then his/her name shall be removed from the recall list and his/her employment rights with the Board shall be deemed terminated. The job shall then be offered, in the same manner, to the next most properly certified and qualified employee on the recall list.

b. If a limited contract employee fails to accept an offer of recall on a timely basis, rejects an offer, or has been on the recall list for over two (2) years since the effective date of the suspension, his/her name shall be removed from the recall list. If a continuing contract employee fails to accept an offer of recall on a timely basis or rejects an offer, his/her name shall be removed from the recall list.

c. An employee who accepts an offer of recall shall be credited with the sick leave accumulated prior to the suspension and the years of service earned prior to the suspension, for salary schedule purposes.

C. State and Federal Law: Exceptions to preferences for retention or recall based on seniority may be made when necessary to comply with state and federal laws regarding employment.

ARTICLE 7
SUPPLEMENTAL CONTRACTS

A. Employees who are employed and are to be compensated by the Board for approved supplemental duties, in addition to regular teaching duties, shall be employed on "supplemental contracts." These contracts shall be separate from, and in addition to the regular teaching contract.

B. Employees of this bargaining unit will be hired if qualified, as determined by the Superintendent, and shall have priority consideration. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

1. duration of supplemental contract;
2. title of supplemental position;
3. amount of compensation; and

4. supplemental job description.

C. Supplemental job description and qualifications will be available to any employee upon request. Starting in August 2003, supplemental job descriptions will be reviewed every five (5) years by the Superintendent and an Association representative. Before revising any job description, the Superintendent will consider any input given by the Association representative.

D. Acceptance of a supplemental contract shall be voluntary.

E. Employees shall be compensated for supplemental duties for which they are employed in accordance with the Supplemental Salary Schedule below. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position listed on the schedule is filled, the compensation for it shall be in accordance with the Supplemental Salary Schedule below.

F. All supplemental contracts shall be limited contracts and shall be automatically nonrenewed at the expiration of their term without the need for any administration or Board action. The evaluation requirements contained in O.R.C. §3319.111 and this Agreement, and the procedural due process and evaluation requirements contained in O.R.C. §3319.11 shall not apply to supplemental contracts.

G. UPPER SCIOTO VALLEY LOCAL SCHOOLS SUPPLEMENTAL SALARY SCHEDULE

2013-14	27,363		
POSITION/# per position	%		
Athletic Director (1)	29.4	$	8,535
Jr. Athletic Director (1)	7.0	$	2,032
Head Football (1)	14.0	$	4,064
Asst. Football (1-4 3positions)	10.1	$	2,932
Jr. High Football (1-2 positions)	7.5	$	2,177
Head Volleyball (1)	10.1	$	2,932
Asst. Volleyball (1)	5.8	$	1,684
Jr. High Volleyball (1-2 positions)	4.9	$	1,422
Golf (1)	7.5	$	2,177

Varsity Boys Basketball (1)	14.0	$	4,064
Freshman/Asst. Boys Basketball (1)	11.0	$	3,193
JV Boys Basketball (1)	11.0	$	3,193
Jr. Hi Boys Basketball (1-2 positions)	6.7	$	1,945
Varsity Girls Basketball (1)	14.0	$	4,064
Freshman/Asst. Girls Basketball (1)	11.0	$	3,193
JV Girls Basketball (1)	11.0	$	3,193
Jr. High Girls Basketball (1-2 positions)	6.7	$	1,945
Head Baseball (1)	12.3	$	3,571
Asst. Baseball (1)	7.5	$	2,177
Varsity Girls Softball (1)	12.3	$	3,571
Asst. Girls Softball (1)	7.5	$	2,177
Head Track (1)	12.3	$	3,571
Asst. Track (1)	7.5	$	2,177
Jr. High Track (1-2 positions)	6.1	$	1,771
Cheerleading - HS Basketball (1)	4.2	$	1,219
Cheerleading - HS Football (1)	3.1	$	900
Cheerleading - Fr. Basketball (1)	2.9	$	842
Cheerleading -Jr. Hi Football (1)	1.8	$	523
Cheerleading -Jr. Hi Basketball (1)	2.9	$	842
Weight Room Instructor- 1st Sem. (1)	3.0	$	871
Weight Room Instructor - 2"d Sem. (1)	3.0	$	871
Weight Room Instructor- Summer (1)	3.0	$	871

CLASS ADVISORS

Senior (1)	2.0	$	581
Junior (1)	4.5	$	1,306
Sophomore (1)	1.2	$	348
Freshman (1)	0.6	$	174
National Honor Society (1)	1.2	$	348
Scholastic Bowl (1)	3.0	$	871
HS Student Council (1)	2.5	$	726
Jr. Hi Quiz Bowl (1)	2.5	$	726
MC Student Council (1)	1.5	$	435
Envirothon (1)	1.2	$	348
Intrarnurals (1)	2.5	$	726
Yearbook (1)	7.5	$	2,177
Newspaper (1)	2.0	$	581
Swing Choir (1)	5.5	$	1,597
Drama Club (1)	7.5	$	2,177
Flag Corps (1)	2.5	$	726
Intervention Coordinator (1)	17.3	$	5,022
IAT/504 Coordinator - K-6 (1)	7.5	$	2,177
IAT/504 Coordinator - 7-12 (1)	7.5	$	2,177
Event Coordinator (20 events)	0.0	$	1,000
Event Coordinator (20 events)	0.0	$	1,000
Event Coordinator (20 events)	0.0	$	1,000
Pep Band (1)	0.0	$	500

POSITION

Tutoring	$25.00/hr.
Saturday School	$25.00/hr.

Dean of Students - up to a maximum of 20 extended days @ per diem rate

ARTICLE 8
ASSOCIATION RIGHTS

A. The Association shall have the right to make reasonable use of bulletin boards in employees' lounges to post informational notices and may make use of District intra-school mail. Any notice posted by either the Association or on behalf of the Board shall be identified as such. Unsigned or unidentified notices shall be removed from the bulletin boards.

B. An employees' lounge will be provided.

C. Authorized representatives of the Association may transact Association business on school property. The transaction of such Association business shall not interfere with the regular employee workday or with other school activities. Upon advance written request and permission of the appropriate Administrator, the

Association may use District buildings for meetings outside the regular employee workday. The appropriate administrator shall not unreasonably withhold permission for the Association to use District buildings.

D. The Superintendent shall make available to the Association President, on the second day before each regular Board of Education meeting, a copy of the agenda for that meeting. The minutes of the Board meetings will be sent to the Association President within seven (7) days after a Board Meeting. Agendas and minutes will be posted on the Association bulletin board with the same timelines as above.

E. Provided the Association gives advance notice to the appropriate administrator, an Association representative shall be given reasonable time for announcements and discussion of Association activity at faculty meetings.

F. The Board and the Association shall, upon written request, furnish the other within a reasonable time available, non-confidential information in its existing form, which is relevant to proper subjects of bargaining or which is directly related to and necessary for Administration of the terms of this Agreement.

G. Dues Deduction: The Board shall make payroll deduction of Association dues on the following basis:

1. Payroll deduction of Association dues and fees shall be made upon the written authorization of an employee. The authorization shall be continuous from school year to school year until revoked in writing by the employee to the Association Treasurer with a copy sent to the District, or until the employee is separated from employment or goes on unpaid status. Upon re-employment or resumption of paid status, the deduction shall automatically resume unless the authorization has been revoked.

2. The amount of dues to be deducted shall be in accordance with the terms of the authorization. If the authorization so provides, the amount of dues to be deducted may be increased or decreased from school year to school year, upon receipt by the Treasurer of written notice of such change on or before the second Friday after instruction begins. Dues shall be deducted in twenty-two (22) approximately equal installments from employee paychecks, beginning in late September. The dues of an employee who does not work a full work year shall be prorated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

3. With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees promptly to remit such monies to the Ohio Education Association along with an alphabetical

list of employees for whom such deductions have been made and any changes that may have occurred since the previous list.

4. A payroll deduction will be made for EPAC contributions for those employees signing an official authorization.

H. Council:

1. A Council shall be formed. The Council shall consist of the USVTA President and a designee.

2. The purpose of the Council will be to provide a vehicle for communication between the employees and the Administrative employee. The Council shall meet with the appropriate Principal once a grading period at the request of either principal or council to discuss matters of concern to either or both parties. Minutes of these meetings will be sent to the Association President and the Superintendent.

I. Labor Management Meetings:

1. The Superintendent shall meet once a grading period with the Association President or his/her designee at the request of either party to discuss matters of concern to either or both parties.

2. The employee organization rights set forth in this Article shall be exclusive as to the Association. However, nothing in this Article shall be construed to impair or restrict the rights of individual employees or management to present views and obtain information in accordance with established procedures.

J. Liaison Days: The Board will grant three (3) days total of release time from employee duties for the Association as representatives of the certificated employee. Minimum use will be in one-half (.5) day blocks.

ARTICLE 9
GRIEVANCE PROCEDURE

A. Definitions Concerning Grievances:

1. "Grievance" is a claim by the Association or by one or more employees that there has been a violation, misinterpretation or misapplication of a provision of the Agreement. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed-upon by both parties and supplied by the Association:

   a. Aggrieved employee's name and signature;
   b. Date grievance was filed in writing;

c. Date and time grievance occurred;
d. The location where the grievance occurred
e. A description of the incident giving rise to the grievance;
f. Specific articles and sections of the Agreement violated; and
g. Desired remedy to resolve the grievance.

2. "Aggrieved Person" shall mean any person(s) in the bargaining unit making the complaint or the Association. In the event more than one person files the same complaint, each shall sign the grievance. Such person or group may be represented by a representative of the Association's choosing at any formal level of this procedure.

3. "Bargaining Unit" shall consist of persons included in the bargaining unit in the Recognition language (Article 2) of this Agreement.

4. "Time limits" contained in this section shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the District due to vacation, professional leave or emergency business, the appeal period shall be extended in writing to accommodate such absence.

5. "Day" means school day during the regular school year and Monday - Friday (other than holidays) during summer.

B. Purpose of Grievance Procedure: The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to the grievances of all employees in the bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Informal Procedure:
Level One: An aggrieved person with a grievance shall first discuss it with the immediate supervisor within ten (10) days of the date of the incident giving rise to the grievance, for the purpose of resolving the matter informally. The employee may have an Association representative present at this meeting.

D. Formal Grievance Procedure:

1. Level Two:

a. If an aggrieved person is not satisfied with the outcome of the informal procedures, he/she may present his/her claim, within ten (10) days of the date of the incident giving rise to the grievance as a formal grievance in writing to the immediate supervisor and to the Association. Forms for this purpose shall be available in the school office.

b. The immediate supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Association and to the Superintendent.

2. Level Three:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file a written grievance with the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the immediate supervisor within five (5) days.

b. The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person, an Association representative, and all parties involved, for the purpose of resolving the grievance.

c. The Superintendent shall, within five (5) days after this hearing, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the principal and the Association.

d. If the aggrieved person is not satisfied with the disposition of the Superintendent on a grievance concerning Board policy, he may appeal to the Board by filing a written appeal with the Treasurer within five (5) days of receipt of the Superintendent's disposition. If such an appeal is timely filed, the grievant may appear before the Board in executive session with Association representation to present the grievance, at the next regular Board meeting or at a special meeting called by the Board for that purpose within thirty (30) days of the filing of the appeal. The Board shall send the grievant, the Association President and the Superintendent a copy of its disposition of the grievance within ten (10) days of the meeting. The Board's disposition of a policy grievance may not be appealed to arbitration.

3. Level Four:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three on a grievance alleging a violation,

misinterpretation or misapplication of this Agreement, he/she may, within five (5) days, request in writing that the Association submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

b. The Association shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.

c. Within five (5) days after the Superintendent's receipt of the request for arbitration, the parties shall jointly petition the American Arbitration Association for a list of fifteen (15) arbitrators from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

d. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the Voluntary Rules and Regulations of the American Arbitration Association.

e. The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

f. The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, and the Association and the grievant(s).

g. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

h. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, law.

1. Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

E. Scope of Grievance Application:

1. This grievance procedure governs all employees of the bargaining unit of the District.

2. A grievance may be withdrawn by the Association at anytime without harm or loss to either party.

F. Professional Rights Provision: No reprisals of any kind will be taken by either party or by any employee of the Administration against any party in interest, any school representative, any Association representative, or any participant in the grievance procedure by reason of such participation.

G. Miscellaneous Grievance procedure:

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual written consent.

2. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time.

3. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

H. Exclusivity of the Grievance Procedure:

1. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof.

2. It is expressly understood and agreed that neither the Association nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could

have been a matter presented as a grievance and which has or could have been taken to arbitration Level Four within this grievance procedure.

3. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.

4. It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Agreement.

ARTICLE 10
LEAVES OF ABSENCE

A. Sick Leave:

1. Advance of Sick Leave: Upon written request five (5) days of sick leave shall be advanced per contract year by the Superintendent if a teacher has no sick leave available for use consistent with the terms of this Article. An additional five (5) days of sick leave may be advanced per contract year by the Superintendent for sick leave needed. However, advance of sick leave may not be requested by an employee if the employee has a negative sick leave day balance.

2. Accumulation of Sick Leave: Professional personnel will earn sick leave at the rate of one and one-fourth (1/4) days per month, which is fifteen (15) days annually. An employee may accumulate up to two hundred forty (240) sick leave days.

3. Use of Sick Leave - Personal: Employees may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.

4. Use of Sick Leave - Immediate Family: Sick leave may also be used for illness, or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, foster child, grandchild, grandparent or any other relative living under the employee's roof.

5. Use of Sick Leave- Death in the Immediate Family: Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives listed in Section 4, plus brother-in-law, sister-in- law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew.

6. Limitations:

   a. Professional employees shall limit use of leave under Section 4 and 5 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.

   b. All absence which qualifies for sick leave will be deducted from sick leave. Personal days may not be used as an alternate for sick leave.

   c. Sick leave may only be used in half-day or whole-day units.

7. Requests:

   a. Other than extreme emergencies, professional employee shall notify his/her principal or designee of any absences no later than 6:30 a.m. on the day of the absence so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching employee must be available to the substitute.

   b. Following the absence, the employee upon request of the Superintendent, shall furnish a written, signed statement justifying the use of sick leave including the name and address of the attending physician if medical attention was required. ORC §3319.141.

   c. The employee bears full responsibility for completing the appropriate kiosk entry, and submitting within three (3) days after the employee returns to school.

   d. Falsification of this statement is grounds for suspension or termination of employment as provided in O.R.C. §3319.081 and 3319.16.

   e. Failure to submit this statement within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate kiosk entry is made.

   f. If an employee is absent for five (5) consecutive days or ten (10) days per semester, the Superintendent is permitted to direct the employee to be examined by a physician during the period of sick leave at the Board's expense. Pregnancy and catastrophic illnesses will be excluded.

g. The Superintendent and the Board reserve all rights pursuant to ORC §3319.141, 3319.13, and 3313.71.

B. Sick Leave Bank:

When, in the judgment of a physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer.

Catastrophic illness shall be defined as disease, injury, or illness which is life threatening or requires hospitalization. Examples of qualifying conditions are heart, cancer, stroke, or AIDS. Examples of non-qualifying conditions are normal pregnancies and elective surgeries.

The Association shall notify the treasurer in writing, of the number of days to be deducted, from who, and the person receiving the transferred days. Included in the notice shall be a signed statement by the employee involved authorizing the treasurer to transfer the days.

Up to three (3) sick leave days may be donated to the sick leave bank by September 30 and two (2) more days may be donated by January 30 for a total of five (5) days.

The following additional limitations will apply to this paragraph:

a. Donations from an employee may be in units of one (1) or one-half (112) days.

b. It cannot be used if the employee has applied for and been granted disability retirement.

c. No more days can be given than needed by the employee to serve out the regular school year.

d. The employee must exhaust his/her own sick leave and personal leave first.

e. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

f. If the employee is eligible for Family Medical Leave, such donated leave will count toward their FMLA.

g. Employees applying for donated leave will not be eligible for the ten (10) day Advanced Sick Leave per Article IO(A)(I).

h. Donated sick leave will not be charged against the perfect attendance (Article I0(G)).

B. Childbirth and Parental Leave:

1. An employee may use her accumulated sick leave or request an unpaid medical leave, or a combination of the two, for disability related to her pregnancy, miscarriage, or childbirth and recovery therefrom. In the case of leave related to childbirth, the employee shall submit a written statement to the Superintendent at least six (6) weeks before the expected delivery date advising as to her intended use of sick leave, requesting any unpaid leave, and stating the anticipated date of her return to teaching duties.

2. Prior to or within one (1) month after childbirth by the employee or the employee's spouse, he/she may submit a written request for an unpaid leave in order to take care of the child. The Board shall grant such a requested leave:

a. for the balance of either the semester or the school year during which the childbirth occurs, if the childbirth occurs before January 1; or

b. for the balance of the school year plus the first semester of the following school year, if the childbirth occurs on or after January 1.

3. A "school year" encompasses July 1 through June 30.

4. Adoption of a child under the age of six (6) shall be considered a "childbirth" under this paragraph, with the date of the child's first residence in the employee's home being considered the date of birth.

C. Professional Leave:

1. Request for Leave:

a. Upon proper written approval by the Administration, an employee may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally. Attending field trips with family members when not the teacher of record for the class going on the field trip is not an appropriate use of professional leave and will not be approved as such.

b. Employees who attend such approved meetings or conferences shall be considered on duty without loss of salary or benefits. The approved leave shall not be deducted from sick leave or personal leave which has accrued to the employee.

c. Requests for professional leave shall be submitted in writing on forms which shall be made available to all employees in the principals' and the Superintendent's offices. The employee must submit a written request to the appropriate Building Principal at least ten (10) workdays prior to the requested leave. After consideration, the principal will forward the written request to the Superintendent. However, when the absence of the Building Principal could cause untimely action on the leave request, the form may be submitted directly to the Superintendent

d. Exceptions to the ten (10) day advance notice requirement may be made if the employee can show that he/she did not receive adequate advance notice of the opportunity. Request forms must be filled out in complete detail. Incomplete forms will be returned to the employee and will not be considered until they are completed and returned. Applications shall be considered on a first-come basis. The Superintendent's approval or disapproval of a professional leave request shall be final.

2. Reimbursement Requests:

a. The Board shall advance to the employee the costs of registration fees for attending professional meetings and conferences, and shall reimburse the employee for the reasonable, necessary, and actual expenses of travel at the current IRS rate, not to exceed a total of five hundred (500) miles. The Board shall also reimburse the employee for the cost of required overnight accommodations up to the actual professional meeting/conference rate for overnight accommodations not to exceed one hundred and forty dollars ($140) per night; and for the actual cost of meals not otherwise provided for at the professional meeting or conference, up to a maximum of thirty dollars ($30) per day. There will be no reimbursement of overnight accommodations for professional meetings and conferences that are located within Hardin County. For professional meetings and conferences that are located within Hardin County, meals, the actual cost of which not to exceed twenty dollars ($20) per day will be reimbursed if the professional meeting or conference does not provide meals.

b. Reimbursement forms with receipts must be submitted to the Superintendent within ten (10) days following the leave and must

be accompanied by a written report giving an evaluation of the meeting, conference, or visitation.

c. If the Superintendent disapproves the leave solely for cost reasons, the employee requesting the leave may take the requested leave, if approved otherwise, without loss of pay or benefits. In such circumstances, the Board shall bear the cost of any substitute, but the employee must bear all other costs of attending the meeting, conference, or visitation.

d. Employees who take students on day-long field trips will be reimbursed for admission fees while on the trip, if prior approval is given by the Principal.

D. Personal Leave:

1. In accordance with the terms of this Article, each employee may use three (3) days paid personal leave each school year. These days shall be "unrestricted," meaning that the employee need not supply a reason when entering the leave request in the kiosk. Employees may not take personal leave during the first five (5) or the last fifteen (15) days of the school year, unless there are extenuating circumstances, as approved by the Superintendent.

   The Personal Leave per diem rate will be put in abeyance for the term of this Contract.

2. Personal leave must be approved by the Superintendent. Except for emergencies that cannot be foreseen, requests for personal leave must be submitted to the Superintendent via the kiosk at least three (3) school days prior to the intended absence. The Superintendent may limit the number of employees who take personal leave on a particular day to ten percent (10%) of the total teaching staff in the District. His/her decision shall be final, although it shall not be arbitrary.

E. Unpaid Leave of Absence:

1. A leave of absence for up to one (1) year may be granted by the Board of Education to employees of the bargaining unit (O.R.C. §3319.13).

2. An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent at least thirty (30) days prior to the proposed date of the leave. The Superintendent shall report the request to the Board at the next regular meeting.

3. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent in writing of such intention not later than April 1.

4. Upon return from a leave of absence, an employee shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. If the employee desires to purchase the leave year for STRS credit, the employee will pay his/her share and the Board's share of the contribution.

5. Employees using a Board approved unpaid leave of absence may be entitled to continue participation in group health, dental, vision and life insurance offered by the Board to the extent permitted by COBRA as well as the specific provisions of each such insurance plan, but only upon payment in full by the employee to the Board of the actual cost(s) of such participation.

F. Unpaid Personal Leave:

1. All requests for unpaid personal leave shall be submitted in the kiosk at least seventy-two (72) hours in advance of the day or days requested. However, if an emergency situation arises, the Superintendent should be notified as soon as possible.

2. Unpaid leave of absence may be granted for up to a maximum of five (5) days for special reasons as approved by the Superintendent.

3. Unpaid leave of absence will not be granted if the employee has unused personal days.

G. Perfect Attendance

A full-time employee who does not use any sick leave during an entire semester shall receive a stipend of three hundred dollars ($300.00) for zero (0) days used; one hundred fifty dollars ($150.00) for one (1) day used; and one hundred dollars ($100.00) for two (2) days used. Part-time employees earning the stipend would be prorated accordingly. Stipends earned under these provisions (less appropriate tax deductions) shall be paid by separate checks during the month of June after the end of the school year.

The perfect attendance bonus will be put in abeyance for the term of this Contract.

H. Assault Leave:

1. "Assault" means the causing of or attempt to cause physical harm to an employee by any person when the employee charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.

2. Pursuant to and in accordance with Section §3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who:

   a. is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked; and

   b. files criminal charges against his/her assailant as soon as he/she is physically able.

3. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of thirty (30) working days.

4. An employee shall be granted assault leave according to the following rules:

   a. The incident resulting in the absence of the employee must have occurred during the course of employment with the Board while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that an employee may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the employee's performance of his/her job duties.

   b. Upon notice to the principal or Superintendent that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the Building Principal or Superintendent.

   c. To qualify for assault leave the employee shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying

the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

d. An employee shall not qualify for payment of assault leave until the appropriate entry has been made in the kiosk and any requested physician's statement has been submitted to the Superintendent.

e. Employees shall not be permitted to accrue assault leave.

f. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.

g. Payment under this Article shall constitute the employe's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

I. Sabbatical Leave:

1. An employee who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement. Employees requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the employee, and the District generally. The application and plan must be submitted by February 1 for leave beginning with the next school year, and by October 1 for leave beginning with the second semester. The Board shall act on the application and notify the employee of its action by March 30 and November 30, respectively, or as soon thereafter as possible.

2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one semester or one school year, but may not exceed a total period of one (1) year. Approval or denial of sabbatical leave shall not be arbitrary.

3. An employee on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to an employee on an approved sabbatical leave, equal to but not to exceed the difference, if any, between the employee's regular contract salary and the replacement employee's salary.

4. The Board shall not grant a sabbatical leave to the same employee more often than once in five (5) years of service to the District.

5. Within sixty (60) days after the expiration of the leave, the employee must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the employee must also present to the Superintendent a copy of the college or university transcript. The employee must teach in the District for at least one (1) year following expiration of the leave.

J. Court Leave:

1. An employee shall be excused for service on a jury without loss of pay or benefits so long as the employee promptly submits to the Treasurer proof of jury service and the remuneration, excluding mileage and any other cash disbursements, received for such service.

2. An employee shall be excused without loss of pay in order to serve as a witness in an Ohio Court of Law under the following conditions:

   a. the employee is served with a valid subpoena to appear;

   b. the matter upon which the employee is testifying is non-school related;

   c. the matter is not related to an employment issue or other matter in which an employee of the bargaining unit or the Association is a plaintiff and the Board is a defendant in this case.

K. Return from Leave:

1. An employee shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on sabbatical leave or any approved unpaid leave. The leave shall not constitute a break in service, however, and the employee shall resume the sick leave and service credit which he/she had accumulated immediately before beginning the leave.

2. No employee shall be placed at any advantage or disadvantage in returning to a teaching position as a result of his/her absence. Upon return from any approved leave, an employee shall be placed in the same position he/she held immediately prior to the leave. However, Article 6 of this Agreement governing Reduction in Force applies in the event that the position no longer exists and Article 16 of this Agreement governing Vacancies and Transfers applies in the event that the position is no longer available.

ARTICLE 11
INSURANCE AND HEALTH BENEFITS

A. Health Insurance:

1. The Board shall have authority to select and change carriers, and shall determine the manner and means by which the insurance benefits plan shall be implemented.

2. For all employees, the Board will contribute eighty-five (85%) percent of the premium for either the HSA plan. For any employee who is enrolled in PPO II starting January 1, 2014 and/or anytime thereafter, that employee will pay 100% of the difference between the premium rate of the H.S.A. plan and the premium rate for the PPO II plan. Annual plan enrollment elections are due to the Treasurer's Office on or before October 31 of each calendar year.

   HSA participants will receive a three thousand dollar ($3,000) contribution by the Board to a family plan; and a one thousand five hundred dollar ($1,500) contribution by the Board to a single plan. 100% of the Board contribution will be deposited on the 2nd pay of January. Additional employee-elected HSA plan contributions withheld by way of payroll election will be deposited in the employee's HSA account with each pay cycle.

   An employee hired for .50 FTE, will pay the employee's share of the insurance premium, plus an additional .50 of the Board's share of the insurance premium.

3. Cash Options in Lieu of Benefits:

   a. For the July 2013 and December 2013 cash in lieu of health insurance payments, payments will be made at the established cash in lieu of payment rate for the 2013 insurance plan year.

      Starting January 1, 2014 and annually thereafter by January 1, any full-time employee eligible for family or single health insurance paid for by the Board and who elects not to enroll and/or participate in the benefits package listed will be paid a cash bonus of three one thousand five hundred dollars ($1,500), except for the following employees:

      i. any full-time employee who is newly hired to the District in any given contract year; and

      ii. any full-time employee who is retired/rehired.

The full-time employees described above are not eligible for a cash option in lieu of benefits.

b. Each employee electing the cash bonus plan must declare his/her intent not to participate in the insurance plans listed above to the Treasurer in writing by January 1 and must remain off the plan for one (1) twelve (12) month period ("exclusion period") between January 1 and December 31 in order to be eligible for the cash options in lieu of benefits described herein. The cash bonus will be paid on December 20, annually.

B. Dental Insurance

The Board shall pay eighty percent (80%) of the insurance premium cost for each full-time certificated employee. All employees hired July 1, 2011 or after will have the Board share of their insurance pro-rated based on the FTE of their position. For example, an employee hired for .50 FTE, will pay the employees share of the insurance premium, plus an additional .50 of the Board's share of the premium.

C. Life Insurance

The Board shall pay one hundred percent (100%) of the premium cost for group term life insurance coverage in the amount of fifty thousand dollars ($50,000) for each full-time certificated employee for the duration of the Agreement.

D. Vision Insurance

The Board shall pay one hundred percent (100%) of the premium cost for all full-time employees. All employees hired July 1, 2011, or after, will have the Board share of their premium(s) pro-rated based on the FTE of their position. For example, an employee hired for .50 FTE will pay the employees share of the insurance, plus an additional .50 of the Board's share of the premium.

E. Duration of Coverage

If the employee has enrolled in and is eligible for such coverage, group insurance coverage shall become effective on the employee's first day on the active payroll and shall continue to the end of the month in which the employee's separation from employment is effective; provided, however, that employees whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll. Insurance coverage shall continue in effect while an employee is on paid leave. When an employee is on an unpaid leave, the employee may participate in group insurance coverage by paying the monthly premium to the Treasurer in advance. An employee who is separated from employment may participate in group insurance in accordance with state and federal laws.

F. IRS Section 125 Plan

The Board agrees to continue the practice and rights with respect to the IRS Section 125 Plan.

ARTICLE 12
COMPENSATION

A. Employees shall be paid in accordance with their training and experience as set forth on the Salary Schedule hereto attached as Appendices A and B. The salary index shall remain the same. Effective July 1, 2014, all new hires shall be placed on the Salary Schedule at Superintendent discretion based upon actual years of training and experience, with credit given for up to a maximum of ten (10) years of prior actual service.

B. Supplemental compensation shall be paid in accordance with the Supplemental Salary Schedule contained in Article 7. Payment will be made within fourteen (14) days of the completion of a supplement contract, and the appropriate Administrator has approved such completion, and payment will be by separate check. The Board proposes that increases to supplemental salaries shall be the same percentage and occur at the same time as increases to the BA-0 Base Salary.

C. The Board is under no obligation to fill any supplemental position.

D. If two (2) individuals agree to share one position, and the Superintendent concurs, the salary established for that position shall be divided on a pro-rated basis based upon hours worked and duties performed between the two (2) individuals.

ARTICLE 13
SEVERANCE PAY

A. An employee with ten (10) or more years of service to the Board shall, at the time of retirement, be paid for one-fourth (1/4) the value of his/her accrued sick leave credit, up to a maximum of sixty (60) days.

B. The payment shall be based on the employee 's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the employee at the time payment is made. "Per diem rate" shall be defined as the daily rate paid an employee exclusive of any extended service, extracurricular pay, overtime, or other pay in excess of the actual salary scheduled amount payable to the employee.

C. An employee shall be deemed to have "retired" under this Article when he/she has been approved for service retirement by the Board of State Teachers' Retirement System (STRS) or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS.

D. All payments made here under shall be made in a lump sum to the employee only after the Treasurer of the Board receives written certification from the employee that the STRS has begun payment of benefits. Any such benefits to an employee must be effected by the employee within ninety (90) days from his/her last day of active service for the District.

E. Super Severance: Upon the first year of retirement eligibility with ten (10) or more years of service to the Board, at the time of retirement, the employee shall be paid thirty-three percent (33%) of their maximum accrued sick leave credit. Within the next two (2) years of retirement eligibility, the employee shall be paid twenty-nine percent (29%) of their maximum accrued sick leave. The first year of retirement eligibility shall be defined as thirty (30) years. This provision shall not apply to Bargaining Unit employees who accept any retirement incentive plan wherein service credit is purchased on behalf of the employee. Likewise, any employee who declines participation in such plan shall retain eligibility for super severance.

ARTICLE 14
PAYDAYS

A. Employees' regular salaries shall be paid in twenty-four (24) equal installments and be deposited on or before the fifth (5th) and 20th (twentieth) days of each month of the calendar year.

B. All employees hired after July 1, 2004, shall be paid according to direct deposit.

Direct deposit receipts shall be provided by email to each such employee.

C. The Board shall pay for supplemental duties as follows:

1. Pay for "extended time" supplemental duties shall be divided equally and distributed with the employee's regular salary throughout the entire year.

2. Pay for seasonal supplemental duties shall be distributed after completion with the payroll covering the pay period when the Superintendent's approval for payment is received by the Treasurer's Office.

3. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate it with the Association with respect to salary for that position.

D. The Board shall provide employees with individual salary notices. A newly hired employees shall be given a copy of the Salary Schedule and written notice of his/her initial placement on the Salary Schedule.

E. Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence;

2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer;

3. Retirement, dues, and contributions;

4. Annuities (a minimum of five (5) employees interested in the same company);

5. Insurance;

6. U.S. Savings Bonds;

7. Political contributions in accordance with Ohio law;

8. Credit Union/Bank Savings Account;

9. Association Dues and Assessments as per Article 2 herein;

10. Any court ordered deductions; and

11. Any deductions mutually agreed upon by both parties.

F. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations must be submitted no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least one dollar ($1.00).

G. Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next pay period following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

H. Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during each semester of the year.

I. All deductions shall be forwarded promptly.

J. No payments issued by the District shall be paid by separate check. All payments made will be made through standard payroll processes and procedures.

ARTICLE 15
WORK YEAR/WORKDAYS

A. The regular employee work year shall consist of one hundred eighty-two (182) days. One (1) day will be added to the calendar (183 days) if the District is required by state and/or federal law to complete a Continuous Improvement Plan (CIP). The school calendar will be established each year through a collaborative process between teachers appointed by USVA (3 teachers) and the administration. Options for school calendar(s) for the ensuring school year will be presented to the Superintendent no later than February 15 of each year for superintendent recommendation to the Board for ultimate approval.

B. The regular on-duty employee workday shall not exceed seven (7) hours inclusive of thirty (30) minutes for lunch, and shall be scheduled between 8:00 a.m. and 3:15 p.m. five (5) days per week. Employees are required to attend District open house and District parent- teacher conferences, but not beyond 8:00 p.m. or weekends. Employee may also be required to attend one (1) employee's meeting per month, before instruction begins (with at least twenty-four (24) hours notice). The Superintendent may schedule up to two (2) hours of professional development time during normal instructional time, one (1) time per month.

C. Schedules for each full-time classroom employee for the regular on-duty workday shall include at least an average of forty (40) minutes per day for instructional planning, evaluation and conferences. Such conference period shall not be denied arbitrarily or capriciously.

D. In an emergency situation when an employee is requested by the Administration to cover another employee's class during the time scheduled for his/her planning, evaluation and conference time, he/she shall be paid at the rate of twenty-five dollars ($25.00) per hour during summer school and Saturday school for the amount of time worked. Employee s shall be paid twenty-five dollars ($25.00) per hour for work as tutors when directed and approved by the Superintendent or his/her designee.

E. The Administration shall make every effort to equitably distribute work among the employees with the same certification assigned to the same building.

F. A three-hour delay schedule will be implemented.

ARTICLE 16
VACANCIES AND TRANSFERS

A. Vacancies and Requested Transfers:

1. This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular employee is using paid leave or has been granted an unpaid leave of absence by the Board of Education.

2. The Board shall post all teaching, co-curricular and administrative vacancies which it intends to fill throughout the school year for a period of five (5) workdays. Notice of vacancies occurring after school closes and before or on August 1, shall also be mailed to all employees and the Association President/Vice President. The vacancy will be declared closed ten (10) days following the postmark of the notice. Notice of vacancies occurring after August 1st will close five (5) days following the postmark of the notice. Vacancies will not be filled during the posting period. Any openings occurring during the five (5) working days prior to school opening shall be posted at the administrative office and mailed to the Association President/Vice President, but the position may be filled at anytime.

3. The Administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience, seniority, and qualifications. Where two or more applicants are deemed equally well qualified, as adjudged by the Administration, the most senior shall be granted the position.

4. An applicant not placed in the position may request a conference with the Superintendent to discuss the decision to fill the vacancy.

B. Involuntary Transfers:

1. An employee will be notified in writing of any involuntary transfer or change in assignment for the next school year by August 1. The Administration may transfer or change the assignment of an employee after August 1 as circumstances warrant. Upon the employee's request, the Superintendent shall meet with the employee to discuss the transfer or reassignment.

2. No employee shall be arbitrarily or capriciously transferred.

ARTICLE 17
PERSONNEL FILES

A. A personnel file for each employee shall consist of a folder to be maintained in the Central Administration Office. This folder shall be considered the only official file of recorded information on a teacher. Administrators are not restricted or prevented from having files on employees. If the Administrator thinks a matter should become a matter of official record, he/she may transfer any documentation to the official file.

B. An employee shall have the right, upon request, to review his/her personnel file and, upon payment of a reasonable charge for copying, may have a copy of any document in the personnel file. An employee may examine his/her personnel file only in the presence of the Superintendent or his/her designee, and may not remove the file from the immediate office area. Upon written authorization by the employee, a representative of the employee may review confidential materials in the employee's personnel file under the same conditions.

C. Each document placed in the personnel file shall be dated and signed by the employee and the person who created the document or who caused it to be placed in the file (except where the employee refuses to sign the document). A copy of any derogatory material shall be given to the employee before it is placed in his/her personnel file. The fact that material in the file bears the employee's signature does not indicate his/her disagreement or agreement with the contents of the material. Rather, it indicates that the employee is aware of the document.

D. Employees shall have the right to submit a written commentary to any material placed in the personnel file and such written comment shall be attached to the item in the file.

E. A log will be maintained on the inside cover of each personnel file to record the date and identity of each person who examines an employee's file or any item in it, other than the Superintendent and the secretary to the Superintendent. Employees will be informed when an individual outside the Administration requests to see an employee's personnel file. When an individual outside the Administration requests to see a employee's personnel file, the Superintendent shall be present when the individual is reviewing the file.

F. Written material will be removed from the personnel file if the employee establishes at the Superintendent's discretion that its content is false or has no basis in fact.

G. No anonymous materials shall be placed in an employee's personnel file.

H. Employees shall be informed of any written complaint by a parent, student, or any other person which is directed toward them if such will become a matter of

record. The employee shall have the right to inspect and rebut the complaint. An employee who believes the material should be expunged from his/her file may utilize the grievance procedure.

ARTICLE 18
STATE TEACHERS RETIREMENT SYSTEM (STRS) PAPER PICK-UP

A. Consistent with the provisions of Internal Revenue Service Ruling 77-462, 81-35, and 81-36, the Board shall pick-up each employee's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no employee's total salary is increased by such pick-up nor is the Board 's total contribution to STRS increased thereby.

B. The dollar amount to be designated as "picked-up" by the Board:

1. Shall equal the then-current percentage amount of the employee's mandatory STRS contribution;

2. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

3. Shall be included in computing final average salary;

4. Shall not be reported by the Board as subject to current federal and state income taxes;

5. Shall be reported by the Board as subject to city income taxes; and

6. Shall not be included in the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting employee - authorized credit information to financial institutions.

C. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

ARTICLE 19
EMPLOYEE EVALUATION PROCEDURE

A. General Provisions:

1. The purposes of the teacher evaluation are:

a. To serve as a tool to advance the professional development of teachers.

b. To inform instruction.

c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

d. To secure an accurate record of the work performance of staff and to provide a framework for improvement where necessary.

2. All teachers are to be evaluated at least once a year. The evaluation shall be completed by the first day of May and the employee shall receive a written report of the results of the evaluation by the tenth day of May.

3. The Association and the Board agree to establish a standing joint Evaluation Development Committee ("EDC") for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District. The EDC shall be comprised of two (2) Association members appointed by the Association president and two (2) members appointed by the Board/administration. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings. If the EDC meets outside school hours, pay for teachers serving on EDC will be twenty-five dollars ($25) per hour per teacher.

4. Evaluation shall only be conducted by full-time, OTES credentialed administrators employed by the USV Board, unless otherwise provided for in Section C.1., below herein. If an external credentialed evaluator is requested by a teacher due to questions of subjectivity, and if mutually agreed to in writing by the Superintendent and USVTA, then the cost, if any, shall be paid for by the Board. Not later than September 15 of each year, or in the case of a new teacher within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator. If changes are made to the designation notice provided for herein, the teacher will be given advance written notice of the changes at least seven (7) days prior to any such changes taking effect. Any such changes are not subject to the grievance procedure provided for in this agreement. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

5. Teachers shall not be evaluated in the first week of school, during Fair Week, or the last two (2) weeks before the end of school.

6. All formal evaluations shall be followed within five (5) school days by a conference between the evaluator and the teacher to discuss the evaluation. Teachers shall be given a copy of the formal evaluation document and any other reports taken into consideration the day before the evaluation conference is to occur. All formal evaluations shall be signed by both the evaluator and by the person evaluated. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been reviewed by the teacher. The person evaluated shall be given the opportunity to rebut the evaluation in writing, provided such rebuttal is filed with the evaluation within five (5) days of the evaluation conference.

7. All monitoring observation of the work performance of teachers shall be conducted openly and with the knowledge of the teacher.

8. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

B. Evaluation Process:

1. General: each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs by the evaluator. Formal observations will be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work to be observed and to determine length of time needed for observation. If a scheduled formal observation does not occur due to the teacher missing work on the scheduled day of the formal observation, it will be immediately reassigned by the administration. There shall be at least three (3) weeks between formal observations unless impractical due to teacher scheduling and/or missed teacher work days. Formal observations will be followed by a conference between the evaluator and the teacher in order to discuss performance, practices, and expectations; and to review and align such with the teacher's professional growth or improvement plan. A teacher may request an additional formal observation in addition to those required by this procedure.

   Formal observations will be conducted only on days when normal classroom procedures can be expected. Thus, teachers will not be observed for the purpose of a formal observation on the day before or after Thanksgiving, Christmas, Easter, on the day after extended absence of more than five (5) days, or on Staff Development released-time days; unless previously agreed upon by both the teacher and credentialed evaluator.

2. Walkthroughs: a walkthrough is a formative written assessment piece that focuses on one or more of the following components as per OTES rubric:

   a. evidence of planning;
   b. lesson delivery;
   c. differentiation;
   d. resources;
   e. classroom environment;
   f. student engagement; and,
   g. assessment.

   A walkthrough shall be at least one (1) minute but no more than fifteen (15) consecutive minutes in duration.

3. Employee in Final Year of Limited or Limited Probationary Contract: at least three (3) formal observations of each employee who is in the final year of a limited or limited probationary contract shall be conducted if the employee is under consideration for contract nonrenewal.

4. Employee Rated as "Ineffective" on Two (2) Observations: a third observation will be conducted during the second semester of each employee who is rated as "ineffective" on two (2) observations. The purpose of the third observation is to determine if improvements in the employee's performance have been made. The summative evaluation shall be completed by May 1.

5. Remediation of Deficiencies Identified During Observations and Walkthroughs: formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

   a. The remediation plan, as outlined in this section, shall detail:

      i. performance issues documented as deficient;
      ii. specific performance expectations;
      iii. the allocation of resources and assistance to be provided by the District to support professional development of the teacher;

iv. sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

C. Evaluation Rating:

For purposes of the evaluation framework under this Article, employee performance shall be rated based upon the following specific standards and criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for employees:

a. Accomplished;
b. Proficient;
c. Developing;
d. Ineffective.

Such ratings will be determined based upon 50% teacher performance and 50% student growth measures. Student growth measures will be calculated through multiple measures in accordance with the Ohio Teacher Evaluation System ("OTES"), including a combination of value-added data or an alternative student academic process measure; ODE approved assessments; and/or locally-determined measures including student learning objectives and/or the Shared Attribution Model.

1. Effect of Student Growth Measures:

a. Teachers meeting above-expected levels of student growth must develop a professional growth plan and may choose their credentialed evaluator in accordance with Section A4, above herein.

b. Teachers meeting expected levels of student growth must develop a professional growth plan collaboratively with their evaluator.

c. Teachers meeting below-expected levels of student growth must develop an improvement plan with their evaluator assigned by the Superintendent.

i. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth. Improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.

ii. A professional improvement plan shall include:

A. specific performance expectations, resources and assistance to be provided;

B. timelines for its completion; and,

C. collaboration with the evaluator/administrator.

D. Evaluation of Employees in "Special" Areas:

A representative committee shall be established during the 2013-2014 contract year to review Student Learning Objectives (SLOs) to be used to evaluate employees who are employed in each of the "special" areas (non-core instructional areas such as labs).

The evaluated teacher shall initial all completed observation/evaluation forms. Initialing any form shall not signify agreement or disagreement with the substance of such items. The teacher shall be provided with a true copy of the evaluation at the time of initialing. No written documentation concerning casual observation, formal observation or the final evaluation shall be placed in the teacher's personnel file without first giving the teacher the opportunity to read and initial the written documents. If the teacher refuses to initial any of the documents, then it may be placed in the teacher's file with the notation to that effect. The teacher 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 teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. Two (2) consecutive years of the results of data and evaluations shall be used by the administration and the USV Board in making decisions regarding retention and promotion of employees in the District, as well as for making decisions regarding removal, non-renewal and termination employees.

ARTICLE 20
MISCELLANEOUS

A. Class Size

The Board will comply with State Minimum Standards regarding class size.

B. Personal Freedom

The personal life of a teacher is not an appropriate concern or attention of the employer. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related personal activities which have no impact upon the teacher's effectiveness as a teacher.

C. Health and Safety:

1. The Association, its appointed representative, and any employee are encouraged to provide input to the Board and the Administration concerning facilities improvement and/or planning facility changes. Improvements in the learning environment are encouraged.

2. Employees have the responsibility to bring to the attention of their Building Principal, in writing, the existence, in their opinion, of any unsafe or abnormal conditions in the building which adversely affect the teaching environment. After receiving notice of said condition, the Building Principal shall investigate the matter and resolve the matter, if possible. If the Principal is unable to resolve the matter, he/she shall report the matter to the Superintendent. The employee may request information on the disposition of the matter at any time.

ARTICLE 21
NONDISCRIMINATION CLAUSE

The Employer and the Association agree that there shall be no discrimination in employment rights or in the application of this Agreement because of the race, color, creed, national origin, age, sex, religion or handicap of an employee.

ARTICLE 22
WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and that they waive their right to initiate bargaining or to submit any additional items for negotiations unless by mutual agreement during the term of the Agreement. The Association reserves the right to bargain the effect of management decisions which affect wages, hours, terms and other conditions of employment. However, the Board shall have no obligation to bargain collectively with respect to the exercise of any right reserved to and retained by it pursuant to O.R.C. 4117.08(C).

ARTICLE 23
FAIR SHARE FEE

A. Payroll Deduction of Fair Share Fee: The employer shall deduct from the pay of employees of the bargaining unit who elect not to become or to remain employees of the Upper Scioto Valley Teachers Association, a fair share fee for the Union's representation of such non-employees during the term of this contract. No non-employee filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee: Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 15, of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Union.

C. Schedule of Fair Share Fee Deductions:

All Fair Share Fee Payors: Payroll deduction of such annual fair share fees shall commence on their first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days' employment in a bargaining unit position; or
2. January 151

D. Transmittal of Deductions: The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate: The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each ~~member~~ **employee** of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

ARTICLE 24
LONG TERM SUBSTITUTES

A. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board. A long term substitute is a substitute who is employed for sixty (60) consecutive days or more in a specific position.

B. Any employee who has worked as a long term substitute and who is re-employed by the Board shall have all contractual rights of regular employees.

C. Long term substitutes shall have no expectations of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the contract without further action by the Board (i.e., nonrenewal is not required to extinguish the contract rights of long term substitutes).

D. The provisions of this Agreement regarding evaluation, renewal and nonrenewal of employee contracts shall not apply to long term substitutes.

E. Long term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

F. After two (2) weeks in one classroom, it will be the responsibility of the long-term substitute to prepare and administer all lesson plans, as approved by the employee and/or building Principal.

ARTICLE 25
USE OF TOBACCO BY EMPLOYEE

A. The Board recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

B. For purposes of this Article, "use of tobacco" shall mean all uses of tobacco, including a cigar, cigarette, snuff, or any other matter or substances that contain tobacco.

C. In order to protect students and employees who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by employees in school buildings on school property and on school buses at all times.

ARTICLE 26
LOCAL PROFESSIONAL DEVELOPMENT STUDY COMMITTEE

A. The Upper Scioto Valley Local Schools intends to utilize the services of the Hardin County Local Schools Professional Development Committee as administered by the Hardin County Educational Service Center.

B. No reprisals of any kind will be taken by the Board of Education against the individuals representing the Upper Scioto Valley Locals on the Hardin County Local Schools Professional Development Committee.

C. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.

D. The term of office for employees serving on the LPDC shall be two (2) years. Prior to licensure standards being applied, the LPDC shall determine a means of staggering terms so as to provide committee continuity.

E. Committee Composition and Selection:

1. The LPDC shall be comprised of five (5) employees as follows:

   a. three (3) bargaining unit employees;
   b. one (1) Principal;
   c. one {1) other District employee.

2. The three (3) bargaining by the Association, Principal and other District employees will be appointed by the Superintendent.

3. In the event of a vacancy, the committee employee will be replaced in accordance with (C)(2) above.

F. The chairperson shall alternate annually between the Association and Board representatives.

G. A quorum shall be defined as a majority of the entire committee with at least one (1) representative from the Association and Board present.

H. Training:

1. Employees of the LPDC will have the opportunity to attend training on the purpose, responsibilities, functions and legal requirements of the LPDC. Training must be pre-approved by the Superintendent.

2. LPDC employees shall be reimbursed for expenses in accordance with Agreement.

I. The LPDC shall meet as often as necessary to complete their work. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

ARTICLE 27
TUITION REIMBURSEMENT FOR COLLEGE CREDIT

If prior approval is received from the Superintendent, the Board will reimburse an employee for graduate/undergraduate courses taken in the area of current certification. In special circumstances, the Superintendent may also approve reimbursement for those courses taken outside the employee's current certification if the Superintendent decides that such certification is needed within the District. Tuition reimbursement will be approved to a maximum of Six Thousand Five Hundred Dollars ($6,500) for courses completed between September 1 and August 31 of each contract year. Funds will be distributed to employees at a rate of one hundred and twenty dollars ($120) per credit hour up to a maximum of four hundred eighty dollars ($480) per class. Upon completion of the course, and the receipt of a grade of B or better (or a grade of "pass" in a course

designated as "pass"/"fail" only), the employee will receive reimbursement by submitting a copy of the transcript and proof of personal payment to the Superintendent. All documents are due prior to September 30 of the contract year at issue and funds will be disbursed to recipients no later than October 31.

In the event annual reimbursement requests exceed $6,500, then funds will be reimbursed equitably at reduced amounts. In the event annual reimbursement requests do not reach the $6,500 annual set-aside in the 2013-2014 contract year, then the net difference in funds will be rolled-over for use in the 2014-2015 contract year. In the event annual reimbursement requests do not reach the $6,500 annual set-aside in the 2014-2015 contract year, then the net difference in funds will be credited back to the general fund.

ARTICLE 28
REEMPLOYMENT AFTER RETIREMENT

This Article governs the terms and conditions of employment of individuals who have retired under STRS rules.

A. For initial placement purposes on the salary schedule the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than five (5) years of vertical credit.

B. The employee will receive a one (1) year limited contract of employment. If reemployed for the next year, the employee would be awarded successive one (1) year limited contracts. In no event will the employee qualify for a continuing contract or multi-year contract.

C. The employee will be automatically non-renewed at the end of each school year.

D. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.

E. The employee will be entitled to all other benefits provided by the Collective Bargaining Agreement, except health care benefits must be obtained through STRS, if offered.

ARTICLE 29
CONTRACT NON-RENEWAL

If the Superintendent recommends that an employee not be reemployed as per a combination of the employee's performance evaluations conducted pursuant to Article 19, as well as the recommendation of the building principal, the Board may declare its intention not to reemploy the employee by giving the employee written notice on or before the first day of June of its intention not to reemploy the employee. Any employee receiving written notice of the intention of the Board not to reemploy such employee

pursuant to this Article is entitled to the hearing provisions of division G of ORC Section 3319.11. Any employee receiving written notice of the intention of the Board not to reemploy such employee pursuant to this Article shall also have the right to grieve said action but such grievance shall not delay or otherwise abbey the non-renewal action.

ARTICLE 30
ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any employee covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and Association and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, understanding or practice, whether oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

APPENDIX A

Prior Yr Base Sal	$ 27,363
RAISE %:	0.00%
fy2013	$ 27,363

FISCAL YEAR 2014

		1		2		3		4
SERVICE YEARS	INDEX	BA AMOUNT	INDEX	BA+150 AMOUNT	INDEX	MA AMOUNT	INDEX	MA+15 AMOUNT
0	1.00000	27,363	1.04500	28,594	1.13100	30,948	1.13100	31,448
1	1.04000	28,458	1.09000	29,826	1.18100	32,316	1.18100	32,816
2	1.08000	29,552	1.13500	31,057	1.23100	33,684	1.23100	34,184
3	1.12000	30,647	1.18000	32,288	1.28100	35,052	1.28100	35,552
4	1.16000	31,741	1.22500	33,520	1.33100	36,420	1.33100	36,920
5	1.20000	32,836	1.27000	34,751	1.38100	37,788	1.38100	38,288
6	1.24000	33,930	1.31500	35,982	1.43100	39,156	1.43100	39,656
7	1.28000	35,025	1.36000	37,214	1.48100	40,525	1.48100	41,025
8	1.32000	36,119	1.40500	38,445	1.53100	41,893	1.53100	42,393
9	1.36000	37,214	1.45000	39,676	1.58100	43,261	1.58100	43,761
10	1.40000	38,308	1.49500	40,908	1.63100	44,629	1.63100	45,129
11	1.44000	39,403	1.54000	42,139	1.68100	45,997	1.68100	46,497
12	1.48000	40,497	1.58500	43,370	1.73100	47,365	1.73100	47,865
13	1.52000	41,592	1.63000	44,602	1.78100	48,734	1.78100	49,234
14	1.56000	42,686	1.67500	45,833	1.83100	50,102	1.83100	50,602
15	1.60000	43,781	1.72000	47,064	1.88100	51,470	1.88100	51,970
16	1.60000	43,781	1.72000	47,064	1.88100	51,470	1.88100	51,970
17	1.60000	43,781	1.72000	47,064	1.88100	51,470	1.88100	51,970
18	1.64000	44,875	1.76500	48,296	1.93100	52,838	1.93100	53,338
19	1.68000	45,970	1.81000	49,527	1.98100	54,206	1.98100	54,706
20	1.68000	45,970	1.81000	49,527	1.98100	54,206	1.98100	54,706
21	1.68000	45,970	1.81000	49,527	1.98100	54,206	1.98100	54,706
22	1.68000	45,970	1.81000	49,527	1.98100	54,206	1.98100	54,706
23	1.68000	45,970	1.81000	49,527	1.98100	54,206	1.98100	54,706
24	1.76000	48,159	1.85500	50,758	2.03100	55,574	2.03100	56,074
25	1.76000	48,159	1.85500	50,758	2.03100	55,574	2.03100	56,074

*For employees not eligible for step increase for the 2013-2014 contract year, those employees will receive a one-time one thousand dollar ($1,000) cash set-off stipend that will not be added to base salary.

APPENDIX B

Prior Yr Base Sal	$ 27,363
RAISE %:	1.00%
fy2015	$ 27,637

FISCAL YEAR 2015

		1		2		3		4
SERVICE YEARS	INDEX	BA AMOUNT	INDEX	BA+150 AMOUNT	INDEX	MA AMOUNT	INDEX	MA+15 AMOUNT
0	1.00000	27,637	1.04500	28,880	1.13100	31,257	1.13100	31,757
1	1.04000	28,742	1.09000	30,124	1.18100	32,639	1.18100	33,139
2	1.08000	29,848	1.13500	31,368	1.23100	34,021	1.23100	34,521
3	1.12000	30,953	1.18000	32,611	1.28100	35,403	1.28100	35,903
4	1.16000	32,058	1.22500	33,855	1.33100	36,784	1.33100	37,284
5	1.20000	33,164	1.27000	35,099	1.38100	38,166	1.38100	38,666
6	1.24000	34,269	1.31500	36,342	1.43100	39,548	1.43100	40,048
7	1.28000	35,375	1.36000	37,586	1.48100	40,930	1.48100	41,430
8	1.32000	36,480	1.40500	38,829	1.53100	42,312	1.53100	42,812
9	1.36000	37,586	1.45000	40,073	1.58100	43,694	1.58100	44,194
10	1.40000	38,691	1.49500	41,317	1.63100	45,075	1.63100	45,575
11	1.44000	39,797	1.54000	42,560	1.68100	46,457	1.68100	46,957
12	1.48000	40,902	1.58500	43,804	1.73100	47,839	1.73100	48,339
13	1.52000	42,008	1.63000	45,048	1.78100	49,221	1.78100	49,721
14	1.56000	43,113	1.67500	46,291	1.83100	50,603	1.83100	51,103
15	1.60000	44,219	1.72000	47,535	1.88100	51,985	1.88100	52,485
16	1.60000	44,219	1.72000	47,535	1.88100	51,985	1.88100	52,485
17	1.60000	44,219	1.72000	47,535	1.88100	51,985	1.88100	52,485
18	1.64000	45,324	1.76500	48,779	1.93100	53,366	1.93100	53,866
19	1.68000	46,430	1.81000	50,022	1.98100	54,748	1.98100	55,248
20	1.68000	46,430	1.81000	50,022	1.98100	54,748	1.98100	55,248
21	1.68000	46,430	1.81000	50,022	1.98100	54,748	1.98100	55,248
22	1.68000	46,430	1.81000	50,022	1.98100	54,748	1.98100	55,248
23	1.68000	46,430	1.81000	50,022	1.98100	54,748	1.98100	55,248
24	1.76000	48,640	1.85500	51,266	2.03100	56,130	2.03100	56,630
25	1.76000	48,640	1.85500	51,266	2.03100	56,130	2.03100	56,630

APPENDIX C
TEACHER EVALUATION DEFINITIONS

1. Evaluation Procedure: the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.11.1 and 3319.11.2 of the Ohio Revised Code and to confirm to the framework for the evaluation of teachers developed under section 3319.11.2 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): the teacher evaluation system that is codified under sections 3319.11.1 and 3319.11.2 of the Ohio Revised Code.

3. Evaluation Framework: the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.1.1(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.11.2 of the Ohio Revised Code.

4. Evaluation Factors: the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

5. Student Growth Measure (SGM): tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

6. Teacher Performance: the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

7. Evaluation Rating: the final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the

assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

8. Evaluation Cycle: the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the current school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

9. Student Learning Objective (SLO): a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

10. Ohio Teacher and Principal Evaluation Systems (eTPES): the method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

CERTIFICATION OF THE NEGOTIATED AGREEMENT
BETWEEN THE UPPER SCIOTO VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE UPPER SCIOTO VALLEY TEACHERS ASSOCIATION

The undersigned, Treasurer and President of the Board of Education of Upper Scioto Valley Local School District, Ohio, and the Superintendent of Schools of Upper Scioto Valley Local School District, Ohio, hereby certify that the District has in effect for the term of the attached contract (July 1, 2013 through June 30, 2015) the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to fulfill all obligations of the attached negotiated agreement between the Upper Scioto Valley Local School District Board of Education and the Upper Scioto Valley Teachers Association.

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

Date: _____, 2013

_____
Treasurer, Board of Education
Upper Scioto Valley Local School District

_____
President, Board of Education
Upper Scioto Valley Local School District

_____
Superintendent of Schools
Upper Scioto Valley Local School District

CERTIFICATE
(O.R.C. 5705.412)

IT IS HEREBY CERTIFIED, that the UPPER SCIOTO VALLEY BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district a the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of day sin the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

UPPER SCIOTO LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Treasurer

Dennis J. Reber 6-25-13
Superintendent

President, Board of Education

USV Tax Agreement
Bd Resolution #
2013-084