



13-CON-01-0078
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K29957
10/04/2013

MASTER AGREEMENT

BETWEEN

THE GRAND VALLEY BOARD OF EDUCATION

AND

THE GRAND VALLEY EDUCATION ASSOCIATION



JULY 1, 2013 - JUNE 30, 2014

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	4
	A. BARGAINING AGENT	4
	B. BARGAINING UNIT MEMBER	4
	C. EXCLUDED PERSONNEL	4
	D. SERVICE/FAIR SHARE	5
ARTICLE II	RIGHTS OF INDIVIDUALS	7
ARTICLE III	NEGOTIATIONS PROCEDURES	8
	A. SCOPE OF NEGOTIATIONS	8
	B. NOTICE TO NEGOTIATE	8
	C. MEETINGS	8
	D. NEGOTIATING TEAMS	9
	E. EXCHANGE OF INFORMATION	9
	F. PROGRESS REPORTS	9
	G. ITEM AGREEMENT	10
	H. AGREEMENT	10
	I. DISPUTE SETTLEMENT PROCEDURE	10
	J. EMPLOYEE RELATIONS MEETING	11
ARTICLE IV	CONSISTENCY WITH THE LAW	11
ARTICLE V	GRIEVANCE PROCEDURE	12
	A. DEFINITION	12
	B. PROCEDURE	12
	C. TIME LIMITATIONS	13
	D. POWER OF ARBITRATOR	13
	E. PERSONAL COMPLAINT	14
ARTICLE VI	REDUCTION IN FORCE	14
	A. NOTICE TO GVEA	14
	B. SUSPENSION OF CONTRACTS	14
	C. RECALL LIST	16
	D. AVAILABILITY OF RECALL LIST	17
	E. NUMBER OF PERSONS AFFECTED	17
	F. FRINGE BENEFITS DURING LAYOFF	17
	G. LIMITED CONTRACT TEACHERS	17
ARTICLE VII	LEAVE OF ABSCENCE	17
	A. PARENTAL FAMILY LEAVE	17
	B. FAMILY AND MEDICAL LEAVE	18
	C. SICK LEAVE	20
	D. SICK LEAVE DONATION	21
	E. PERSONAL LEAVE	22
	F. JURY DUTY	22
	G. MILITARY LEAVE	22
	H. PROFESSIONAL LEAVE	23
ARTICLE VIII	INSURANCES	25
	A. HOSPITAL, SURGICAL, MEDICAL	25
	B. ELIGIBLE DEPENDENTS	25
	C. EMPLOYEE HEALTH CARE CONTRIBUTION	25
	D. UTILIZATION REVIEW	25
	E. ONE INSURANCE PLAN	25
	F. INSURANCE IN LIEU INCENTIVE	25
	G. NON-DUPLICATION OF BENEFITS	26
	H. GROUP LIFE INSURANCE	26
	I. INSURANCE STUDY REVIEW COMMITTEE	26
ARTICLE IX	ACADEMIC FREEDOM	27
ARTICLE X	CONTRACTS	27
	A. TEACHING & SUPPLEMENTAL CONTRACTS	27
	B. REEMPLOYMENT OF RETIRED TEACHERS	27
	C. FILING & MAINTENANCE OF CERTIFICATES/LICENSES	29

	D. EXTENDED LIMITED CONTRACTS	29
	E. NON-RENEWAL	29
ARTICLE XI	PAY PERIODS	30
ARTICLE XII	PAYROLL DEDUCTIONS	30
	A. PAYROLL DEDUCTIONS	30
	B. SALARY REDUCTION AGREEMENT	31
ARTICLE XIII	TEACHER RIGHTS & RESPONSIBILITIES	31
	A. TEACHER DAY	31
	B. TEACHER YEAR	32
	C. CALENDAR COMMITTEE	33
	D. JOB DESCRIPTION	33
	E. TEACHER APPRAISAL	33
	F. INSTRUCTIONAL MATERIALS	38
	E. CLASS SIZE	38
	H. TRANSPORTATION	39
	I. RESIDENT EDUCATOR PROGRAM	39
ARTICLE XIV	ASSIGNMENT, TRANSFERS, & VACANCIES	40
	A. ASSIGNMENTS	40
	B. VACANCIES	40
	C. TRANSFERS	41
	D. INVOLUNTARY TRANSFERS	41
	E. DEFINITIONS	41
ARTICLE XV	SEVERANCE PAY	42
	A. LUMP SUM PAYMENT	42
	B. SEVERANCE PAY DEFFERAL PLAN	42
ARTICLE XVI	PERSONAL FILES	44
ARTICLE XVII	SALARY & OTHER COMPENSATION	45
	A. BASE SALARY & INDEX	45
	B. CREDIT FOR PRIOR SERVICE	45
	C. COLUMNS	45
	D. EXTRA-CURRICULAR ACTIVITIES	45
	E. ATTENDANCE GRANT	46
	F. CAFETERIA PLAN	46
ARTICLE XVIII	ASSOCIATION RIGHTS	48
	A. USE OF SCHOOL FACILITIES	48
	B. USE OF BUILDING	48
	C. MAILBOXES	48
	D. BOARD OF EDUCATION AGENDA	48
	E. PERSONNEL DIRECTORY	48
	F. TEACHER ORIENTATION	48
	G. ASSOCIATION LEAVE	49
	H. SENIORITY LIST	49
	I. NEW EMPLOYEE INFORMATION	49
ARTICLE XIX	DURATION & TERM OF AGREEMENT	49
ARTICLE XX	MANAGEMENT RIGHTS	50
ARTICLE XXI	DISRICT CONSOLIDATION, JURISDICTIONAL CHANGE	50
ARTICLE XXII	GRADUATE PAY	51
ARTICLE XXIII	LICENSURE, FINGERPRINTING, & BACKGROUND CHECK	51
ARTICLE XXIV	RACE TO THE TOP	52
	CERTIFICATE	53
	SIGNATURE PAGE	54
APPENDIX A	SALARY INDEX & SCHEDULE	56
APPENDIX B	EXTRA-CURRICULAR SALARY SCHEDULE	58
APPENDIX C	ONE INSURANCE PLAN	61
APPENDIX D	FORMS	67

MASTER AGREEMENT
Between
THE GRAND VALLEY LOCAL BOARD OF EDUCATION
And
THE GRAND VALLEY EDUCATION ASSOCIATION

PROCEDURAL AGREEMENT

ARTICLE I - RECOGNITION

A. Bargaining Agent

The Grand Valley Local Board of Education (hereinafter “Board”) recognizes the Grand Valley Education Association (hereinafter “association”) as the sole and exclusive bargaining agent for the bargaining unit members as defined herein.

B. Bargaining Unit Members

The bargaining unit members, hereinafter “employee” shall mean all certificated, non-supervisory personnel employed by the Board with a regular teaching contract (including by way of illustration but not limited to: all classroom teachers (K-12, adult special, vocational, guidance counselors, librarians, media and program specialists, school nurses, head teachers and replacement teachers*).

* replacement teachers shall after sixty (60) days of service in the same assignment be accorded bargaining unit status.

The Board and administration reserve the sole and exclusive right to issue, terminate and non-renew head teacher supplemental contracts, and the selection, direction, assignment, discipline, supervision and evaluation of teachers in their roles as head teachers shall not be limited by any term or provision of this Agreement and such actions shall not be subject to the grievance procedure. Teachers employed under head teacher supplemental contracts shall retain all rights, privileges and benefits granted by this Agreement pertaining to their employment and assignment as regular classroom teachers.

C. Excluded Personnel

The bargaining unit shall not include any personnel employed or to be employed as management level personnel such as superintendent, assistant superintendent, principal, assistant principal, confidential employees, and supervisors as defined in Section 4117.01 of the Ohio Revised Code, or casual or hourly employees.

D. Service/Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Grand Valley Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. 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 Association, shall be transmitted by the Association 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 Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in November except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until 30 days after initial employment.

b. Upon Termination of Membership During the Membership Year

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

4. Transmittal of Deductions

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

5. Procedure for Rebate

The Association represents to the Board 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 of the bargaining unit who does not join the Association 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.

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Association on behalf of itself and the OFT and AFT agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

8. Non-Member Rights

A non-member in a bargaining unit who pays a fair share fee to or whose fee is in the process of collection by, the local affiliate in the amount as provided in paragraph 1 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active member of the Association except the right to vote in elections of, to hold elective or appointed office or position in, or to or to participate in services clearly defined as member-only activities. As used herein, "to participate in the governance" includes, but is not limited to, signing and/or circulating petitions for the recall of Officers of the Association or its affiliates or for amendments to the Constitution and Bylaws of the Association or its affiliates and includes being counted as a member for election or delegate allowance purposes.

Any non-member of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessment.

ARTICLE II - RIGHTS OF INDIVIDUALS

All individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy on matters of Public concern. Negotiations shall be conducted only with the Association's negotiating team. All members of the Associations' negotiating team shall have the right to express their views during negotiations and shall be free from reprisal and intimidation during and after completion of negotiations.

There shall be no reprisals at any time taken against any employee by either Party by reason of an employee's membership or participation in Association activities; or by reason of non-membership or non-participation therein; or by reason of participation or nonparticipation in efforts to organize and seek recognition for an alternative bargaining representative.

No bargaining unit member shall be disciplined, including reprimand, suspension or termination, without just cause. All disciplinary actions including reprimands, suspensions or terminations, shall be subject solely to the grievance and arbitration procedures of this Agreement.

ARTICLE III - NEGOTIATIONS PROCEDURE

A. Scope of Negotiations

The Board will meet with the Association for the purpose of arriving at an agreement on proposals concerning all matters with respect to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.

B. Notice to Negotiate

Notice to negotiate shall be given to the Board and/or the Association no later than ninety (90) days preceding the expiration date of the existing Agreement.

C. Meetings

The first negotiations meeting between the parties representatives will be held within fourteen (14) days after submission of notice to negotiate or no later than at least sixty (60) days prior to the expiration date of the existing Agreement. Parties will establish a mutually agreeable site, date, and time for the meeting.

At the first meeting, the Parties will present their initial written proposals and give an explanation (if desired at this time) of each. Subsequent meeting dates will be set to negotiate the proposals, and any counter proposals presented by either party until an agreement is reached.

The parties mutually pledge that relevant data and supporting documentation proposals, counter proposals (if any), position statements, and the like, will be presented and discussed.

Until all negotiations are completed, each meeting shall, include a decision, when practical, on an agreed time and place for the subsequent meeting, a tentative date or dates will be set with confirmation within two (2) days.

1. Caucus

Upon request of any member of either party's negotiating team, the negotiations meeting shall be recessed to permit and requesting party a reasonable period mutually agreed to caucus.

2. Closed

All negotiations sessions shall be closed to the general public, but each party may include observers. The number of observers shall be limited to two (2) at each meeting.

3. Days

All days referred to herein shall be construed as excluding Saturdays, Sundays, and recognized legal holidays. If the Board or its designated representatives desire to set a negotiations meeting during the normal school work day, all employee members of the Association's negotiating team normally employed during those hours shall be paid for those hours at the regular rate. All meetings outside of normal working hours would be without pay.

D. Negotiating Teams

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed five nor less than two members. The number of team members may vary within the above limitation from meeting to meeting. Neither party shall have any control over the selection of members of the other party's negotiating team.

The parties mutually pledge that their representatives on the negotiating teams will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and arrive at tentative agreement in the course of negotiations. All negotiations shall be conducted exclusively between these teams.

Consultants may be used if deemed advisable by either party but the consultants cannot actively participate in the negotiating process. The consultants may attend sessions as observers and may consult with the negotiating teams.

E. Exchange of Information

The Board shall furnish to the Association, and the Association shall furnish to the Board, upon reasonable request, all available information relevant to negotiations.

The Board shall also furnish to the President of the Association the following information in the same manner they are provided to Board members: Monthly financial statements, amended certificates, Board agendas, Board minutes, annual appropriations resolution and other financial information.

F. Progress Reports

Negotiations sessions shall be held in Executive Session. However, periodic written progress reports may be issued during negotiations to the public, provided that any such press release shall have prior approval of both Parties.

The Association retains the right to issue general reports to its membership on the progress of negotiations.

The Board retains the right to issue general reports to its fellow members and the Administration on the progress of negotiations.

G. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Initialed items of agreement shall not be submitted as unresolved issues at mediation or to any dispute settlement procedure.

H. Agreement

When the negotiating teams reach agreement on all issues, the entire Agreement shall be prepared in final written form and signed by the members of both teams.

Within thirty (30) days after tentative agreement has been reached on the entire contract, said agreement shall be submitted to the Association for ratification by written ballot vote.

If the proposed Agreement is ratified by a majority of the members of the Association voting on the question, it shall be signed by the President of the Association as certifying the favorable ratification vote, and shall be submitted to the Board at the next regular, or at a special Board meeting for final Board adoption.

If the Board adopts the proposed Agreement, it shall be signed by the President of the Board as certifying the favorable Board action and the date thereof.

The original copy of the Agreement bearing the signatures of the Parties shall be referenced as an attachment to the Clerk-Treasurer's Official minutes of the Board Meeting at which it is adopted, and shall be retained by the Clerk-Treasurer as a permanent record thereof. This copy shall be available for inspection by either Party during normal business hours at the Administration offices. A duplicate original signed copy will be retained by the Association.

At the time of adoption by the Board, the document shall indicate the effective date of the Agreement, or sections thereof if varying dates prevail. As of such date or dates, the Agreement shall be implemented by all Parties in accordance with its terms.

When ratified and adopted, the entire Negotiated Agreement shall constitute the complete understanding between the Parties. The Board shall provide each teacher and administrator with a copy of the Agreement with the Association being given ten (10) copies for its use.

I. Disagreement/Dispute Settlement Procedure

If an agreement is not reached within forty-five (45) days prior to the expiration date of this Agreement, either party may notify the Federal Mediation and Conciliation Service (FMCS) that the issues in dispute are being submitted to mediation and requesting a mediator to assist in negotiations.

The parties agree that the aforementioned mediation process will constitute their exclusive dispute settlement procedure and shall last a minimum of twenty-one (21) days from date of assignment of mediator or until settlement is reached, whichever comes first. The parties agree that the aforementioned Federal Mediation process shall supersede and replace all other dispute settlement procedures contained in O.R.C. Section 4117.14.

The Board acknowledges that the Association retains the right to strike in accordance to ORC 4417.14 (D) (2) upon the expiration of this Agreement.

It is the intent of both parties that efforts to negotiate may continue during the ten (10) day period of notice prior to a strike once that notice is given and takes effect.

J. Employee Relations Meetings

Upon request, the Superintendent and GVEA Executive Committee shall meet at a time convenient to both parties to discuss matters of concern to either party and to resolve such problems as may arise. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure.

ARTICLE IV - CONSISTENCY WITH LAW

The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours, and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Revised Code. In the event a court of competent jurisdiction in a final, un-appealed or non-appealable judgment, finds that any provision of this Agreement is in conflict with, and does not supersede, any provision of law, the parties may, by mutual agreement, renegotiate such provision.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

Contract Items. A grievance is a claim by the Association or by a member(s) of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of the Agreement. A grievance in this category may be process, if necessary, through Level 4 (including Section 3, Time Limitation and Section 4, Powers of Arbitrator). The term “days” shall mean working days when the board office is open.

Other Than Contract Items. A grievance is a claim by the Association or by a member(s) of the bargaining unit that there has been a violation, misinterpretation, or misapplication of Board policy and/or Administrative rules and regulations. A grievance in this category may be processed, if necessary, through Level 3 only. The term “days” shall mean working days. The term “days” shall mean working days when the board office is open.

B. Procedure

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance, within ten (10) working days, with his/her building principal or immediate supervisor, either personally or accompanied by the Association’s building representative or another person appointed by the Associations president. These ten (10) working days should begin when a teacher or the Association is first aware of the basis for the grievance.

Level 1

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may, as soon as possible and not later than ten (10) school days, invoke the informal grievance procedure on a form signed by the grievant and the designated building representative of the Association, which form shall be provided by the Board and shall be available from the Association building representative. Failure to file a written grievance within twenty (20) days of the date when the grievant knew or should have knows of the event of condition upon which it is based, will result in the grievance being waived. If the grievance involves more that one school building or involves a central office administrator it may be filed directly with the superintendent or his representative. The principal shall indicate his disposition of the grievance in writing within three (3) school days and shall furnish a copy thereof to the Association.

Level 2

If the grievant and/or the building representative are not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the superintendent. Within ten (10) school days the Superintendent or representative shall meet with the aggrieved and/or grievance representative. Within five (5) days after this meeting, the superintendent shall indicate the disposition of the grievance in writing to all involved parties.

Level 3

If the grievant and/or grievance representative is not satisfied with the superintendent's disposition or if no disposition has been made, the grievance shall be transmitted to the Board. Within ten (10) days after receipt of notification, the Board will meet with the aggrieved and/or grievance representatives, witnesses etc. The board will indicate in writing the disposition of the grievance within five (5) days.

Level 4

If the Grievance Committee is not satisfied with the disposition of the grievance by the Board, or if no disposition has been rendered within five (5) days specified immediately above, the grievance shall be immediately transmitted to the Federal Mediation and Conciliation Service (FMCS) along with a cover letter to the FMCS requesting arbitration of the specific grievance by the FMCS according to its rules and regulations.

C. Time Limitation

The time limits in this procedure shall be strictly observed, but may be extended by agreement of all parties involved (superintendent, Grievance Committee, AAA). In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best effort to process such grievance prior to the end of the school year.

D. Powers of Arbitrator

The arbitrator selected shall hold the necessary hearing promptly and issue his decision within such time as may be agree upon. His decision shall be in writing and shall set forth his findings of fact, his rationale, and his recommendations on the issues submitted. The arbitrator shall have no power to alter, add to or subtract from the provisions of this Agreement. The recommendations of this arbitrator shall be binding on both parties, unless contrary to law. Costs for the services rendered by the arbitrator shall be borne equally by the Board and the Association.

If the Association does not support the grievance claim in Level 2, the teacher will be liable for all costs.

E. Personal Complaints

If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement or of the rules and regulations as set forth by the Board. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Association.

ARTICLE VI - REDUCTION IN FORCE

In the event that a reduction in the number of teachers becomes necessary, this reduction will be in keeping with the provisions of Section 3319.17 of the Ohio Revised code and this Agreement.

A. Notice to GVEA

No later than fourteen (14) days before the Board meeting at which the Superintendent will recommend a reduction in force, the Superintendent shall notify the GVEA President, in writing, of the intended layoff, the reason for the layoff, all positions to be eliminated and the names of all employees holding those positions, and the effective date of the layoff. Each employee to be recommended for layoff shall also receive such notice.

B. Suspension of Contracts

In making the reduction the Board of Education shall act to suspend contracts upon the recommendation of the Superintendent. Those contracts to be suspended will be chosen by the following procedures:

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur in accordance with the Board adopted, standards-based teacher evaluation policy defining that term.

For the transition period of this Master Agreement only, ending on July 1, 2014, comparable evaluations of OTES teachers will be defined as all evaluation ratings above "Ineffective." Thereafter, unless the parties negotiate otherwise, comparability of evaluations will be determined in relation to the effectiveness ratings set forth in Ohio Revised Code Sections 3319.111 and 3319.112.

When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. Comparable evaluations .
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - a. Comparable evaluations .
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
3. When choosing between teachers with comparable evaluations, if the position of a teacher in one “teaching field affected” is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.
4. If the teacher in this second area of certification/licensure is also certified/ licensed in another teaching field, that teacher shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.
5. If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In the event a full-time position subsequently becomes available in that teacher’s area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if there is a more senior in the recall in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position, if available.

C. **Recall List**

Teachers whose contracts are suspended shall have their names placed on a recall list for up to 24 months from the time of the reduction. Teachers on the recall list will have the following rights and protections:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the position in question.
2. A teacher on the recall list shall be offered a place on the substitute teacher list.
3. A teacher whose name appears on the recall list shall be offered reemployment under a limited contract to a position for which he/she is certificated/licensed whenever a vacancy occurs through retirement, resignation, death, termination of contract, creation of position, or Board approved unpaid leave of absence for school semester or more.
4. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. Teachers on the recall list will be recalled to positions for which they are certificated/licensed in the order of seniority at the time of reduction.
5. If a vacancy occurs, the Board shall send certified announcement of the offer to reemployment to the last address on file in the Treasurer's Office. If a teacher fails to accept the offer of reemployment within fifteen (15) calendar days or within five (5) calendar days if the offer is delivered within (10) days prior to the start of a school year or during a school year, from the date said offer is delivered at the file address of the teacher, the teacher shall be considered to have rejected the offer and shall be removed from the recall list.
6. If a teacher on the recall list accepts employment for a full school year with another school district, the teacher shall notify the superintendent immediately and will be removed from the recall list.
7. A teacher removed from the recall list, except by recall to employment, must make application for employment in accordance with established procedure if he/she desires to be considered for employment by the Grand Valley Local School District.
8. A teacher on the recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave, and salary schedule placement as the teacher would have received in the year following the suspension of contract.
9. Acceptance or rejection of a position other than a regular full-time teaching position shall not, of itself, constitute a waiver of these recall rights.

D. Availability of Recall List

The recall list shall be made available to the Association president and to each building principal.

E. Number of Persons Affected

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who resign or retire, as is possible.

F. Fringe Benefits During Layoff

The employee may continue any such insurance programs, except life insurance, at the employee's own expense by paying the premium as prescribed by COBRA.

G. Limited Contract Teachers

Limited contract teachers whose contracts are not renewed in accordance with Section 3319.11 of the ORC shall not be placed on the recall list.

ARTICLE VII - LEAVES OF ABSENCE

A. Parental Family Leave

1. Leave Rights

A teacher who desires parental leave shall be entitled to a leave of absence without pay for parental reasons to begin at any time between (a) the commencement of pregnancy, the birth of the child or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be for any period up to one (1) calendar year and may be extended by Board approval for up to one (1) additional calendar year upon application for extension. To be eligible for the leave, the teacher must be the primary care giver for the child.

2. Application for Leave

Application for parental leave shall be in writing, and shall contain a statement of the expected date of the birth, or in the case of adoption the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates return to employment. Application for parental leave shall be granted by the employer.

3. Time for Filing Application

Application for parental leave should be made prior to the 30th day before the beginning date of parental leave. The employee's failure to make timely application shall not be grounds for denying the approval of parental leave.

4. Reinstatement Rights

Upon return from approved parental leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement to the same position or a comparable position to that which the employee held prior to the leave. If the employee desires to return to active service prior to the stated date of the application for leave, the employee shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the employee wishes to return. At the expiration of the leave period as originally granted, the employee shall be entitled to reinstatement on the same terms and conditions as though the employee returned from leave at the time set forth in the application.

5. Benefits During and After Parental Leave

All insurance coverage shall be continued for those who are on parental leave if: (1) the employee pays the total premium at the beginning of each month for which coverage is desired, to the Clerk-Treasurer, or (2) the employee applies his/her accrued sick leave to such period. Premiums shall be prorated for the number of working days in the month if the employee works (or is on sick leave) for a portion of the month and is on parental leave without sick leave for the remainder of the month. Benefits shall be reinstated upon the teacher's return; however, advance increment shall not be given unless the employee taught at least 120 days of the total school year in which the leave commenced.

B. Family and Medical Leave

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

1. Paid Leave

- a. If a request for FMLA involves either the pregnancy of the employee or an adoption, then it will be assumed that the employee may use up to six (6) weeks of paid sick leave during the twelve (12) week FMLA period without any physician statement. It will also be assumed that the employee can use up to eight (8) weeks of paid leave without any doctors note if the child was born by cesarean section. The six or eight weeks will begin either at the birth of the child or the actual adoption date.
- b. If the pregnancy is not the direct employee or in the case of an adoption of a child, then a Health Care Provider Statement is necessary to use paid leave in excess of ten (10) days. These ten days will also begin at the birth or adoption of the child.

- c. If the employee wishes to get paid for more than the two, six, or eight week periods, then documentation from the doctor will be required on the “Medical Certification from Health Care Provider.”
- d. Employees may also use sick leave to get paid during the twelve (12) week FMLA period for any reason stated in section C (Sick Leave). This may include the need of an employee to use sick leave before the birth of a child to deal with medical reasons.
- e. Substitute paid leave or unpaid leave will count toward the employee’s 12-week allotment of FMLA.

2. Intermittent Leave

- a. If medically necessary, employee may use their family or medical leave on an intermittent basis, by taking leaves of less than a day or working a reduced work week.
- b. The Board may require an employee on intermittent leave to temporarily transfer to a position with equivalent pay and benefits if the new position better accommodates the employees leave schedule.
- c. Only the actual time which an employee misses due to family or medical leave will be applied to the employee’s 12 week limit.

3. Health Insurance

- a. While on family or medical leave, the Board will continue to maintain the employee on the Board’s health insurance plan and continue to pay its share of the employee’s health insurance premiums.
 - b. If an employee fails to return to work for at least 30 calendar days after the conclusion of his/her family or medical leave, provided the reason for the employee’s failure to return is in the employee’s control and is not a continuation, recurrence, or onset of a serious health condition that would entitle the employee to medical leave, the employee will repay to the Board the insurance premiums the Board paid during the period of leave.
- 4.** When an employee returns from family or medical leave, the employee shall be restored to his/her prior position or an equivalent position which has duties, terms and conditions and privileges which correspond to his/her prior position. However, an employee returning from family or medical leave will have no greater right to a position than if he/she had not taken the leave.

5. Certification

- a. All employees shall present written certification of the need to take family or medical leave within 15 days of requesting such leave, if possible.
 - b. The Board can, at its expense, require the employee to get a second opinion by a physician of its choice. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the employee. The third opinion shall be final and binding.
 - c. The Board can require the employee to supply recertification to support continuing medical leave every 30 days.
 - d. Prior to returning to work after taking medical leave, the employee shall present certification from a health care provider that the employee is fit to return to work.
- 6.** This provision is based on and shall be interpreted consistently with the Federal Family and Medical Leave Act (“FMLA”) as described above.
- 7.** Only employees who have worked at least 1,250 hours over a 12 month period are eligible for family or medical leave.

C. Sick Leave

1. Sick Leave credit shall be accumulated on the basis of one and one-quarter (1 ¼) days of sick leave for each calendar month of employment with the Board.
2. Certificated/licensed employees may earn in each calendar year 15 days of sick leave credit, except that each new employee with no transferable sick leave credit earned elsewhere in Ohio and employees with no accumulated sick leave shall have a credit of ten (10) days at the beginning of school in September.
3. All sick leave accumulated previously in public employment in Ohio shall be credited to a teacher up to the accumulation limit. Unused sick leave shall be accumulated up to an including 325 days.
4. Employees may use sick leave upon approval of the local Superintendent for absences due to:
 - a. illness, injury, pregnancy, exposure to contagious disease which could be communicated to other school employees or pupils,
 - b. illness, injury or death in an employee’s immediate family (husband, wife, son, daughter, children-in-law, brother, sister, parents or parents-in-law, grandparents, brother-in-law, sister-in-law, aunt, uncle, or other near relative who resides under the same roof).

- c. Any other legitimate reason approved by the local Superintendent.
 - d. Any employee absent due to illness or injury for 5 consecutive days or more will upon returning to work submit a doctors excuse.
5. Notification to teachers of sick leave accumulation will be included in the first paychecks of September and February.
 6. Falsification of a statement is grounds for disciplinary action up to and including termination of employment.

D. Sick Leave Donation

The Grand Valley Board of Education and the Grand Valley Education Association agree that certified employees may donate sick days to another certified staff member who has exhausted all of their sick days. Employees who are requesting sick day donations may only do so if they meet the following qualifications:

1. Sick leave donation requests only are considered if they fall in accordance with the guidelines outlined for sick leave, Article 8 section C.
2. The person is requesting the days because all sick and personal leave have been exhausted.
3. Sick days earned during the absence will be accrued and used by the employee requesting donated sick days.
4. Members who are receiving temporary disability payments for the Workers Compensation Bureau are not eligible to request sick days.
5. Sick days that are granted will end at the end of the last workday of the school year. Sick days will not automatically carry over from one school year to another.
6. No bargaining unit member shall be actively employed with any other employer during the period of time that she/he is receiving benefits from sick leave.

An individual who meets the requirements may request a sick day donation by writing a letter to the Superintendent and GVEA President that explains why he/she are requesting donated sick days. The Superintendent and three administration members and GVEA President and three other GVEA executive members must then meet to conduct a paper vote within ten working days of the request. It is understood that even if the staff member meets the requirements for sick leave donation there is no right or guarantee to be approved for a sick leave donation. Voting results will reflect each staff member's professional history and the specific situation in which the donation is requested. The GVEA President will count this vote to determine what majority decision is to be made. The Superintendent & GVEA President must then inform the individual in writing the number of days that may be granted to the individual. When a bargaining unit member's request is approved, the days granted shall be granted up to a maximum of thirty days at a time. Once the member has been approved, the Superintendent must write a letter to the certified staff asking them to donate days. The Treasurer will then immediately deduct the donated days from bargaining members until the total number of desired sick days is reached. The Treasurer shall deduct

one day from each donating employee based on seniority until the total number of days desired is reached. Individuals may only donate a total of two days per request and the donation is irrevocable.

E. Personal Leave

All certified/licensed personnel will be granted up to four (4) days of paid personal leave each contract year. Such paid personal leave days shall be provided only under the following conditions:

1. The use of such time shall be granted only upon approval of the local Superintendent.
2. Application for use of such time will be made to the local Superintendent in advance (at least 48 hours) of the date of the proposed absence and approved prior to the absence, except for emergencies. In emergency situations, the form will be submitted to the Superintendent as soon as possible.
3. Such personal leave may be used only for business or obligations which cannot otherwise be addressed at times during normal work hours or regular contract year.
4. Requests for personal leave shall be submitted in writing to the Superintendent through the building principal.
5. Personal leave may not be taken the day before or the day after a recess or vacation to include Thanksgiving, Christmas, Spring or Summer or on Parent/Teacher Conference days. Should an emergency arise, the Superintendent may grant such days.
6. Employees who do not use their entitled personal leave days shall have their unused days converted to their accumulated sick leave balance. Such conversion shall be credited to their sick leave balance in the first pay of July.

F. Jury Duty

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid the difference between jury duty pay (excluding mileage allowance or other expense reimbursement) and regular salary for the number of days involved. Such leave shall not be deducted from any other type leave.

G. Military Leave

Military leave will be granted in accordance with applicable statutes and regulations. Benefits will be the maximum allowable by law.

H. Professional Leave

1. Temporary Professional Leave

Upon approval by Superintendent, teachers will be entitled to the following temporary leaves of absence without loss of pay each school year:

- a. One (1) day for the purpose of visiting other schools.
- b. Such time as is necessary for educational conferences or meetings when approved by the Superintendent.
- c. Every effort will be made to rotate the approved attendance among various teachers in a department or subject or grade level.
- d. Applications will be submitted to the head teacher or building principal.
- e. Teachers granted Temporary Professional Leave may be reimbursed for all or part of the expenses resulting for said leave. A statement of expenses must be submitted, with a receipt for lodging and registration fees.
- f. Mileage will be reimbursed at the rate that is equal to the per mile allowance standard being utilized by the Internal Revenue Service. The maximum allowable mileage reimbursement per approved professional leave will be 350 miles.

2. Extended Professional Leave (Unpaid)

- a. The Board agrees that a teacher(s) designated by GVEA may upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in Association (Local, State, or National) activities.
- b. A leave of absence without pay for up to two (2) years, may be granted to any teacher who joins the Peace Corps, VISTA, Nation Teacher Corps, or who serves as an exchange teacher or as teacher in a foreign country.
- c. Other leaves of absence without pay may be granted by the Board for good reason.

3. Extended Professional Leave (Sabbatical)

- a. Any member of the certified staff who shall have five (5) years of consecutive service may, with the permission of the Board and the Superintendent of Schools, be entitled to take a leave of absence for not less than one semester or more than two semesters subject to the following restrictions:
 1. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and
 2. At the conclusion of the leave, provide evidence that the plan was followed.
- b. Application for extended leave must be submitted before April 15.
- c. Applicant shall be notified of decision prior to May 15.
- d. Applicants granted leave shall be paid at the rate of the difference between the substitutes pay and the teacher's expected salary.
- e. Applicants granted leave shall be relieved of all normal responsibilities during the term of leave.
- f. Applicants granted leaves are required to return to the district at the end of leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in the state.
- g. Any teacher on such leave shall have the option of purchasing from the Board all fringe benefits (i.e., hospitalization, medical mutual, dental, and life insurance).
- h. Not more than three percent (3%) of the certified staff shall be eligible for leave at the same time.
- i. No member of the certified staff may receive leave more often than one for each five (5) years of service, nor be granted a leave a second time when other members of the staff have filed a request for such leave.
- j. Upon returning from leave, a certified staff member shall be placed on the salary schedule at the level he/she would have been on had he/she remained actively employed in the Grand Valley School District; and all benefits to which he/she was entitled at the commencement of the leave, including accumulated unused sick leave, shall be restored to him/her; and he/she shall be assigned to the same position or a position comparable to that held at the time the leave commenced.

ARTICLE VIII - INSURANCES

A. Hospital, Surgical and Medical

The Board, on request will pay family or single coverage for hospitalization and medical surgical insurances; prescription drug, dental and vision care for full-time certificated/licensed employees as provided herein. Such coverage shall be offered on an open enrollment basis, with eligibility beginning on the first day of the month following the first day of work for the District.

B. Eligible Dependents

For the purpose of this Contract, eligible dependents shall be defined as spouse, all unmarried dependent children under the age of twenty three (23) or twenty-five (25) if a full-time student and all children permanently and totally disabled prior to the limiting age of the contract are covered for as long as they are unmarried and dependent (as defined by the IRS) on the parent and the parent's coverage is in effect. The full cost of such coverage and any increase thereof shall be paid by the Board.

C. Employee Health Care Contribution

1. Family Plan

The employee shall pay \$55.00 per pay. This amount will be withdrawn from two pays each month for a total of twenty four (24) pays.

2. Single Plan

The employee shall pay \$27.50 per pay. This amount will be withdrawn from two pays each month for a total of twenty four (24) pays.

D. Utilization Review

You, your medical provider, or another person you have so authorized is required to phone the Utilization Review provider at the phone number shown on your current Plan identification card.

E. One Insurance Plan - Plan effective August 1, 2004 (See Appendix C)

F. Insurance in Lieu Incentive

In the event that a member of the bargaining unit decided that they do not want insurance coverage through the Grand Valley Board of Education, the member shall receive an in lieu payment of \$400 per month on a family plan.

The employee must submit a written request for the in-lieu payment to the Board Treasurer forty five (45) days prior to when they wish to participate in the in-lieu of program.

In the event that a member has a change in marital or family status or other qualifying event, that member may opt to re-enter the Board's insurance plan with no penalty or pre-existent conditions attached.

This plan will comply with all applicable Federal and State regulations. All applicable taxes and withholdings will be deducted from the in-lieu payment.

Employees will receive an in-lieu of payment of \$200 per pay for twenty four (24) pays. Employees will not receive an in-lieu of payment in the third pay of a month.

G. Non-Duplication of Benefits

The Association and the Board of Education agree that every employee is entitled to the maximum benefits negotiated and that unnecessary duplication of benefits should be avoided and eliminated whenever possible.

An employee may be covered under this plan and covered as a dependent under another plan in the Consortium, in such case, health care benefits will not be payable under the secondary plan to the extent they were provided by the primary plan. Benefits under the secondary plan shall be reduced by benefits under the primary plan; in any event, the total benefit shall not exceed the benefit provided under the plan with the greater benefit.

H. Group Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee equal to \$25,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board. Coverage and availability for life insurance is subject to the rules and regulations of the insurer selected by the Board (for example, there may be a decreasing benefit for the employees over the age of 70, etc.)

I. Insurance Study Review Committee

The parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long-term interest of the Board and its employees. Therefore, there will be established an Insurance Study Review Committee which shall be comprised of a minimum of three (3) members of the GVEA, and at least two (2) members of the administration and/or Board. This committee will review the district's present insurance coverage in addition to obtaining available information regarding alternative concepts, products, plans, carriers, etc.

The committee will make its first recommendation to the Board and GVEA negotiating teams on or before a time prior to the parties negotiating on the issue of insurance benefits and/or insurance to continue its functioning for the purposes set forth above.

ARTICLE IX - ACADEMIC FREEDOM

The teachers seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and laws of the land and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in a atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers, using accepted standards of professional educational responsibility.

Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard and legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. Academic freedom requires that all sides of an issue shall be explored. Opinion should be stated as such and theory for what it is.

ARTICLE X - CONTRACTS

A. Teaching and Supplemental Contracts

The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract. Persons involved in any change of contract will be consulted before changes are made in their contracts.

In consideration of the services rendered by the teacher, the Board agrees to pay the teacher a base annual salary as prescribed by the salary schedule, according to degree and years of experience. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.

Compensation for services rendered as supervisor of extra-curricular activities shall be in accordance with the existing salary schedule for extra-curricular activities.

In non-renewal recommendations of teaching contracts, the teacher affected will be told of the proposed recommendation in a private conference with the local Superintendent no less than five (5) day prior to Board actions.

B. Reemployment of Retired Teachers

The reemployment of a Retired Teacher means the employment of a Grand Valley Local teacher who has accepted service retirement under the provisions of the State Teachers Retirement System (STRS). The following conditions apply:

- a. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the District.

- b. Any teacher desiring to be reemployed by the district after retirement to STRS must submit a request in accordance with section e. below. Preference will be given to Grand Valley retirees over retired teachers from outside the district.
- c. Reemployed teachers are not guaranteed a particular assignment.
- d. To be eligible the teacher must be retired or submit to the Superintendent, on or before April 15, written notice of request that the teacher is or will retire on or before July 1 of the same year. Such notice shall include a written letter of resignation effective on or before July 1st of the year of the notice. The Board shall give notice by May 31st of the decision to hire or not hire such teacher. If the Board chooses not to hire such teacher, he/she may redraw his/her letter of resignation.
- e. All teachers reemployed after retirement to STRS will be placed at Step 0 of the appropriate educational level column on the salary schedule up to the level of a Masters as listed on the Grand Valley Certified Staff Salary Schedule and shall not advance on the salary schedule
- f. Reemployed teachers will not resume and are not eligible for continuing contract status. Reemployed teachers may be evaluated pursuant to Article XIV.
- g. Reemployed teachers have the option of participating in the district's health insurance or in lieu of program. Current insurance coverage will continue without interruption.
- h. Reemployed teachers may not accrue additional STRS credit. The Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment.
- i. When the Board elects to hire a teacher retired to STRS and when a teacher accepts such employment it is with the understanding and agreement that such employment is with zero seniority and will remain at zero seniority regardless of the number of years of employment.
- j. Reemployed teachers have the option to permanently retire/resign at any time.
- k. Reemployed teachers are not eligible for severance pay and retirement incentive programs.
- l. Reemployed teachers will be eligible to accumulate sick leave and sick leave shall commence at zero (0) days.
- m. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code and the Ohio Administrative Code.

C. Filing and Maintenance of Certificates/Licenses

Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

As a condition of employment, all teachers must keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

D. Extended Limited Contracts

In the event it is the determination of the Superintendent to recommend an extended limited contract for a tenure-eligible employee, such recommendation may be made directly to the Board, without reference to the procedure for same set forth in ORC Section 3319.11(C). Any employee granted an extended limited contract will be provided with written reasons by the Superintendent directed at the professional improvement of the employee on or before April 30.

E. Non-Renewal

Any non-probationary limited contract teacher whose contract is to be recommended to the Board for non-renewal by the Superintendent shall be given written reasons and an opportunity for a conference with the Superintendent prior to that recommendation. If the Board acts to non-renew a non-probationary limited contract teacher, written notice must be provided to the teacher on or before June 1. Thereafter, a non-probationary limited contract teacher may challenge the non-renewal in accordance with the provisions of 3319.11(G). To the extent this process otherwise varies from those set forth in R.C. 3319.11, the parties agree that this provision supersedes and replaces that statute.

“Probationary” employees are teachers who have not yet completed three (3) full years under a limited contract with the District. Probationary employees are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before June 1. Service of such notice shall be deemed effective upon certified mailing of the written notice and/or hand delivery on or before that date. This provision shall supersede and replace Ohio Revised Code 3319.11.

ARTICLE XI - PAY PERIODS

All bargaining unit members employed with a regular teaching contract under the terms of this Agreement shall be paid every other Friday over a twelve (12) month period but not to exceed the contracted salary in any one year, consisting of twenty-six (26) checks. However, it may be determined that the need for twenty-seven (27) checks could arise because of the school calendar. The GVEA and the Board of Education shall agree on an alternate method of distributing salaries in accordance with the ORC 3313.20.

All employees shall be enrolled in the direct deposit payroll system and receive electronic statements. Paper statements may be requested by making special arrangements with the Treasurer.

ARTICLE XII - PAYROLL DEDUCTIONS

A. Payroll Deductions

The Board will make payroll deductions, as appropriate for:

1. Unauthorized absence
2. Withholding tax
3. Hospitalization for additional amounts, if appropriate.
4. Membership dues to professional organizations as authorized by employee, to be deducted over a period of nine (9) months.
5. Employees share of retirement contribution.
6. Health and accident insurance as authorized by employee.
7. Credit Union payments as authorized by the employee for the pay days said deductions will be made.
8. Annuity fund payments as authorized
9. Employee insurance contribution

B. Salary Reduction Agreement

The Board agrees that, pursuant to Internal Revenue Code (“IRC”) Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the Board will make contributions from the employee’s salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a “tax-sheltered annuity”). The following restrictions and limitations apply with respect to such matters:

1. The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b) – 1(b)(3). Employees must make their elections in writing.
2. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign the certification that is Exhibit A to this contract. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.
3. In accordance with Ohio Revised Code (“ORC”) Section 9.91, the Board may require that 5 employees elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity.
4. In accordance with ORC Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability.
5. The Board will make reports to the Internal Revenue Service (e.g. Form W-2’s) and withhold federal, state school district and local income taxes and employment taxes as it believes it is required to do by law.
- * Other insurances as authorized by the employee, and approved by the Board.

ARTICLE XIII - TEACHER RIGHTS AND RESPONSIBILITIES

A. Teacher Day

1. Length

The teacher day will begin twenty (15) minutes prior to the pupil tardy bell and end fifteen (15) minutes after the student dismissal time except then time falls within the teacher planning period. Teachers may be asked to attend necessary and brief staff meetings; however, they must be given at least twenty-four (24) hours advance notice. The total length of the teacher work day may not exceed seven (7) hours and ten (10) minutes.

2. Lunch Period

During their thirty (30) minute duty-free lunch period, teachers (bargaining unit members) will be free to leave the school premise after notifying the building administrator or administrator office employee.

3. Interim Reports

A report shall be sent out to all students between the 4th and 5th week of the grading period.

4. Preparation/Planning Time

Each regular full-time bargaining unit member shall be scheduled at least 200 minutes per week for non-pupil contact work, conferences, professional study, or other personal use for carrying out duties of the position.

5. Staff Meeting

Bargaining unit members may be requested to remain after the end of the regular student workday without additional compensation to attend faculty or other professional meetings of no more that one (1) hour's duration. Teachers must be given at least twenty-four (24) hours advance notice. All such meetings will begin no later than fifteen (15) minutes before or after the student day.

B. Teacher Year

The length of the bargaining unit member (teacher) year will not exceed one hundred and eighty-four (184) days during the school year.

1. Two (2) full days or four (4) half-days of in-service time will be allotted for Parent/Teacher Conferences.
2. Teacher in-service days and professional development consist of a total of two (2) full days, three (3) half days, and Meet the Teacher night.
3. One of the in-service days will be scheduled at the beginning of the school year for the purpose of classroom preparation [three (3) hours] and staff professional development [three (3) hours].
4. One half day of professional development will occur at the end of the first nine weeks, the third nine weeks, and the school year.
5. One full day of professional development will occur at the end of the second nine weeks (end of first semester). This day will consist of at least three (3) hours for teacher classroom preparation.

6. Attendance at the Meet the Teacher night will be mandatory and will count as one half day of professional development. Teachers will not be penalized for missing the Meet the Teacher night due to required attendance at another Grand Valley school function.

C. Calendar Committee

The calendar committee consisting of two (2) GVEA members from each building shall meet with administration to collaborate and recommend a calendar for adoption by the board of education. Administration shall make the final decision on the proposed calendar. This meeting is to be scheduled and held in the month of January.

D. Job Description

Written extra-curricular job descriptions for all extracurricular personnel shall be on file and available at the Central Office upon request. Said job descriptions shall be available to all employees who request same, and shall be attached to the contract of the successful applicant.

Job descriptions shall be presented to the Superintendent for approval by the personnel employed in the respective extra-curricular positions.

The Superintendent shall recommend the job descriptions to the Board of Education for adoption after they have been approved.

E. Teacher Appraisal

A Board-adopted policy for standards-based teacher evaluation will be included in this Agreement and replace this Article after consultation with teachers and in accordance with Ohio Revised Code Sections 3319.111 and 3319.112 for teachers subject to OTES. Until such time, and for non-OTES members of the bargaining unit, the following will continue to be implemented:

1. Philosophy

The teacher appraisal system must be linked to professional growth and improvement in teaching performance. It should allow for the development of a close relationship between the teacher and the appraiser. The goal of the appraiser and the teacher must be an authentic (sincere) attempt to assist in professional growth and development.

It is the intention of the parties that the appraisal procedures, as set forth in this Article XIV, shall supersede and replace those provided in Ohio Revised Code Section 3319.11.

2. Objectives

Provide an opportunity to improve rapport between staff and administration.

Provide appraisal by specific criteria.

Provide basis for determining re-employment or non-renewal.

Provide opportunity for improvement of the teaching and learning process.

3. Terms

Formal Observation – is a 30 minute uninterrupted visitation by the appraiser into the classroom of the appraisee. There will be two Formal Observations in one appraisal.

Formal Appraisal – is the total appraisal procedure including the completed Pre-Appraisal Information Sheet, Observation Form, four Domains, Post-Observation Reflection Conference form, and the conference with both parties having signed the Observation Form Cover Sheet and Final Appraisal Form.

Appraisee – is a certified staff member; including teacher, counselors, nurses, and other professional staff.

Appraiser – is the Superintendent or principal.

Principal – is the person in charge of appraising and being responsible as the instructional leader.

Pre-Appraisal Information Sheet – is an information sheet that is filled out by the Central Office and the appraisee. This is completed prior to the appraisal conference.

Observation Form – is made up of four areas. These areas include the four Domains (Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibility) which the appraiser will complete prior to the appraisal conference.

Final Appraisal Form – instrument which appraiser completes prior to the final appraisal conference from the four Domains of both observations.

Wave Off – is a signal given to the appraiser by the appraisee, indicating that the teacher wishes not to be observed that day.

Home Building – that building designated by the Superintendent as the base of operation for a traveling teacher.

Observation/Appraisal Form– shall consist of 3 sections which are:

1. Pre-Appraisal Information Sheet
2. Observation Form Cover Sheet and Four Domains
3. Post-Observation Reflection Conference Form

All three (3) sections must be completed to constitute a complete appraisal.

Unsatisfactory Appraisal – a formal appraisal in which the overall rating on one or more domains of the Teacher Appraisal Form is indicated to be needing improvement (below 2.0) (see scoring rubric).

School Days – shall mean days when teachers are required to be in attendance whether or not the students attend.

4. Procedures

- a. Focus of the appraisal procedure is to be on teaching performance.
- b. Appraisal is to be conducted by the superintendent or principal.
- c. The appraisal procedure should be the same for all professional staff, regardless of the school, level of assignment and position presently held.
- d. All teachers will receive a copy of the syllabus for use with the Teacher Appraisal Instrument upon employment and approval of this Agreement.
- e. Classroom Observation Procedure

5. Teaching Categories

For appraisal purposes, teachers in the Grand Valley Local School District are divided into three (3) categories:

1. Continuing Contract Teachers
 - a. A minimum of one formal appraisal every three years will be made of tenured teachers.
 - b. The appraisal must be completed on or before December 1st.
 - c. An unsatisfactory appraisal report will require another formal appraisal before March 31st.
 - d. A teacher may request a formal appraisal at any time convenient to both parties.
2. Limited Contract Teachers
 - a. Teachers with three (3) or more years teaching experience at Grand Valley.
 1. A minimum of one formal appraisal every two years will be made on limited contract teachers with three (3) or more years service at Grand Valley.

2. The appraisal must be complete on or before December 1st.
 3. An unsatisfactory appraisal report will require another formal appraisal before March 31st.
 4. A teacher may request a formal appraisal at any time convenient to both parties.
 - a. Teachers with one (1) or two (2) years of teaching experience at Grand Valley.
 1. A minimum of two (2) formal appraisals per year will be made on these teachers.
 2. The first appraisal must be completed on or before December 1st, the second on or before March 31st.
 3. A teacher may request a formal appraisal at any time convenient to both parties.
3. First year teachers in the Grand Valley School District
- a. A minimum of two (2) formal appraisals per year will be made on first year teachers at Grand Valley.
 - b. The first appraisal must be completed on or before December 1st, the second on or before March 31st.
 - c. An observation of 30 uninterrupted minutes will take place before the Teacher Observation/Appraisal Form is completed.
 - d. All observations shall be done in the open and with full knowledge of the teacher.
 - e. A “wave off” policy will be implemented whereas the appraisee has the option of two (2) “wave offs”, the third observation being mandatory.
 - f. The appraiser will arrange a conference with the appraisee within 5 school days of the observation.
 - g. Three (3) copies of the signed appraisal form are needed; one for the principal, one for the Superintendent, and one for the teacher.
 - h. The teacher has the option to concur or not concur with the appraisal. If the teacher disagrees with any or all items, he or she may submit three (3) copies of a written statement of rebuttal within five (5) school days of the appraisal conference. A copy of the rebuttal will become permanently attached to the appraisal form.

- i. No change shall be made to the Teacher Appraisal System in this Agreement without the consent of both parties.
- j. Prior to the implementation of this teacher appraisal system, all appraisers will participate in Pathwise training. This in-service education shall be the responsibility of the Superintendent.
- k. Nurses, counselors, and librarians will be appraised in the same manner as classroom teachers.
- l. Traveling Teachers will be observed in their home buildings.
- m. Observations of study hall, cafeteria, playground, extra-curricular and/or bus duties will not constitute formal observations but may be included under general comments on the Teacher Observation/Appraisal Form
- n. Any extended absence by the teacher or administrator of more than ten (10) days during an evaluation cycle shall extend all time lines in the teacher evaluation and teacher non-renewal procedures, at a minimum, by the length of the teacher or administrator absence or as otherwise agreed by the teacher and the administrator with the concurrence of the Association.

6. Contents and Implementation of the Teacher Observation/Appraisal Form

- a. A Pre-Appraisal Information Sheet, Part A, will be completed by the administration office for each teacher and sent to the appropriate appraiser by September 15 of each school year. Part B will be completed jointly by the appraiser and the teacher before September 30. Additional information may be added at any time.
- b. An Observation/Appraisal Form will be completed by the appraiser for each formal teacher appraisal.

Domains 1-4 will be completed during the thirty-minute (30) formal observation.

Domains 1-4 refer to various attributes of the teacher which affect the educational processes both in and out of the classroom. The appraiser's remarks in these sections indicate observations made on a day-to-day basis throughout the school year, and are not limited to formal classroom observations.

- c. A Teacher Observation/Appraisal, based upon the information in Domains 1-4, will be completed by the appraiser before or during the conference which will take place within ten (10) school days after the formal observation. During the conference the teacher and the appraiser will discuss both the Domains and the Post-Observation Form.

Domain scoring that averages below the Proficient level (2.0) according to the scoring rubric will require a Performance Improvement Plan (PIP) for that domain which should be mutually agreed upon by both parties. In the absence of an agreement, the PIP shall be as determined by the evaluator.

The date of the conference must be indicated on the Teacher Observation/Appraisal Form and all three copies will be signed by both the appraiser and the teacher. If the teacher does not concur with the observation/appraisal, he/she must submit within ten (10) school days, three (3) copies of his/her response for non-concurrence. This statement will become a permanent part of the Teacher Observation/Appraisal. The two signatures will indicate that the conference was held and that all pertinent items on the Teacher Observation /Appraisal were discussed.

7. Alleged Violation of Appraisal Procedures

Alleged violations of the appraisal procedures contained in Letter D Number 1 through 4 may be processed only through Level 3 of the grievance procedure.

8. Teacher Assessment Review Committee (TARC)

The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Teacher Appraisal Review Committee (TARC) will be formed with three (3) members appointed by the Association and two (2) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the evaluation and appraisal system and making recommendations to the Board and Association for the adoption of any improvements to the evaluation process and/or any corresponding evaluation instrument(s). The TARC shall be an ongoing collaborative committee and recommendations, if any are deemed necessary by the Committee, should be made prior to the beginning of each school year/evaluation cycle. Any changes recommended by the TARC will not become a part of this Agreement unless first approved by the Association and adopted by the Board. The TARC will meet as needed as determined by the Committee.

F. Instructional Materials

The Board will allocate sufficient funds to provide for the purchase and/or replacement of instructional materials, supplies, and equipment of sufficient quality and quantity, to enable teachers to fulfill teaching responsibilities in an adequate and professional manner during the school year. This policy shall be contingent upon the availability of funds.

G. Class Size

The Board of Education shall continue to strive to maintain a minimum class size, suitable to subject area, with special consideration for children, teachers, classroom space, and funding available. The administration will make a concerted effort to complete the initial class size adjustment within the first twenty-five (25) pupil attendance days of the school year.

1. The Administration will continue to make reasonable efforts to ensure that the maximum class size will not exceed twenty-five (25) students in kindergarten through fourth grade based on homeroom attendance.

If reasonable efforts have been exhausted, the teacher will be paid as follows: seventy-five dollars (\$75.00) per student per semester over the maximum class size. The payment will be made when the teacher's enrollment during the semester has exceeded the above limit for thirty (30) consecutive days. The teacher will notify the building principal of the number of students in excess of the limit with monthly attendance reports at the end of each semester. Payment will be made once per year after completion of the school year.

2. All identified special needs students, grades K-4 on a current IEP, included in a regular education classroom on a continuing basis, shall be counted as the equivalent of 1.5 regular education students for the purpose of class size calculations. Any bargaining unit member who is assigned these students shall be informed of related IEP information prior to the student's placement in the classroom.
3. Reasonable efforts will be made to assign all 5-12 teachers a maximum of 4 preps. Those teachers that have more than four (4) preps daily will receive seventy-five dollars (\$75.00) per prep over four (4) per semester. A maximum of one (1) prep can be counted per period. The teacher will notify the building principal of the number of preps in excess of the limit at semester end. Payment will be made once per year after completion of the school year. The standards listed above do not apply to the following: physical education, study hall, instrumental or vocal music, and lunchroom supervision.

H. Transportation

Except in an emergency, no teacher is permitted to transport a student in any vehicle not already listed as a board owned vehicle and for which the teacher has proper license and district authorization to operate for such transportation. In certain situations, consistent with Board policy, teachers may transport only after notification to parents or law enforcement.

I. Resident Educator Program

1. The Board will participate in the Ashtabula County Resident Educator Program to provide services in accordance with state law and regulations for teachers new to the profession.
2. The Administration shall select the mentors from a pool of bargaining unit volunteers only and no bargaining unit member can be required to serve as a mentor.
3. The mentor- resident educator teacher relationship is primarily for the purpose of formative assistance. Information obtained in this relationship may serve as part of any summative evaluation of the resident educator's performance. Information solely from the mentor, written or oral, shall not be used in any employment or re-employment situation by the Board

ARTICLE XIV - ASSIGNMENTS, TRANSFERS, & VACANCIES

A. Assignments

Teachers under contract during a school year will be notified in writing of their teaching assignments for the following school year not later than the close of the current school year, if in accordance with the policies of the County Superintendent. Such notification shall include the teacher's proposed salary, school assignment, and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher, in writing, as soon as possible.

Teachers shall not be involuntarily assigned outside the scope of their teaching certificates.

Teachers will not be required to substitute during their planning period or to leave their normal teaching duties or professional assignments to substitute for another teacher except in an emergency situation. If an emergency situation does occur, a teacher shall be paid 1/6 of the highest substitutes teacher's pay.

Planning Period Substitute teachers will be provided for elementary teachers of art, music, and physical education, when and if they are available.

Traveling Teachers Traveling teachers shall be allowed adequate time for travel, preparation, and lunch. If a teacher feels that the time provided is not adequate, that teacher shall discuss the problem with the principal(s) involved and with the superintendent if necessary. Teachers who must travel between buildings during the school day will be reimbursed according to mile allowance standard being utilized by the Internal Revenue Service.

B. Vacancies

When vacancies arise or are anticipated in teaching, supplemental or supervisory positions a notice will be posted in each building, while school is in session, to this effect. Teachers should make use of the transfer application procedure (Transfers) for vacancies occurring during the summer. Teachers will have five (5) working days to submit applications for such vacancies, and the Superintendent will give consideration to all requests, but does reserve the right to recommend replacements as deemed advisable. Vacancies created by the posting procedure will not be subject to further positing.

Job postings for vacancies that occur during the summer session will be e mailed to GVEA members. In addition, the superintendent will notify 2 GVEA contacts, which will be provided by the GVEA.

C. Transfers

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board.

The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.

D. Involuntary Transfers

An involuntary transfer may be made upon the recommendation of the Superintendent. The Superintendent shall notify the affected teacher of the reasons for such transfer.

Before giving notice of an involuntary transfer, the teacher will be contacted and given an opportunity to discuss the proposed transfer with the Superintendent. Upon request, the teacher will be given written reasons for the proposed transfer.

Certificated/licensed personnel shall be transferred upon agreement of the personnel being transferred and the building principal (s) involved with the approval of the Superintendent. If any of those personnel disagree, the Superintendent will render a decision. Seniority will be taken into consideration when making this decision. If the teacher believes he/she has been dealt with in an arbitrary, unreasonable, or unnecessary manner, he/she may follow the grievance procedure.

E. Definitions

For purposes of this article, "transfer" means reassigning a teacher to a different department at the secondary level; to a different grade at the elementary level; or to a different building.

Seniority shall mean continuous service in the Grand Valley School District.

Superintendent refers to local Superintendent.

Vacancy – A position not filled due to a leave of absence for an entire school year or longer, retirement, resignation, non-renewal, termination or death, and is a position the Board intends to fill.

Involuntary Transfer is any assignment/transfer made without teachers(s) consent and will take place if (a) there is a teacher/administration consultation, (b) reason for reassignment/transfer is not arbitrary, capricious or discriminatory.

ARTICLE XV - SEVERENCE PAY

A. Lump Sum Payment

All personnel, actively employed on a permanent or part time basis, by the Grand Valley Board of Education for a minimum of ten (10) years, who elect to retire or have been accepted for retirement by the State Teachers Retirement System of Ohio shall be paid a lump sum. The lump sum to be determined by the table below using accrued, but unused sick leave. (Effective 2001-2002)

25% of the first 220 days	maximum of 55 days
221 – 230 days	56 days
231 – 240 days	57 days
241 – 250 days	58 days
251 – 260 days	59 days
261 – 270 days	60 days
271 – 280 days	61 days
281 – 290 days	62 days
291 – 300 days	63 days
301 – 310 days	64 days
311 – 325 days	65 days

** Maximum number attainable is 65 days**

Such payment shall be based upon the employee’s daily rate of pay at the time of retirement exclusive of overtime or supplementary pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to an employee. Employees must file within ninety (90) days of retirement requesting severance pay on the form provided by the Board of Education. This severance pay policy shall be effective on the date this Agreement is adopted by the Board and no retroactive or deferred payments may be made.

B. Severance Pay Deferral Plan

Notwithstanding anything in this Agreement or Board Policy to the contrary, the Board shall adopt a Severance and Retirement Incentive Pay Deferral Plan (the 403(b) Plan) that will comply with the requirements of this section.

1. The 403(b) Plan will provide for the deferral of an eligible employee’s severance pay and retirement incentive pay by having it mandatorily paid by the board directly into an annuity contract or custodial account agreement that is designed to comply with the requirements of Section 403(b) of the Internal Revenue Code (the IRC). Such payment shall be paid in accordance with Sections XVI of this Agreement and shall be in lieu of the payment being made directly to the retired employee; and such payment shall eliminate all sick leave credit of the retired employee.

2. Participation in the 403(b) Plan shall be mandatory for any teacher who meets all of the following requirements:
 - a. The teacher is employed after July 1, 2007.
 - b. The teacher retires and is thereby entitled to Severance pay pursuant to the provisions of Section XVI of this Agreement.
 - c. The teacher is or will be age 55 years or older in the calendar year in which the teacher retires, or in the case of a retired/rehired teacher, resigns.

3. The terms of the 403(b) Plan shall include the following:
 - a. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment of his or her Severance pay and any retirement incentive payment, an employer contribution shall be made on his or her behalf under the 403(b) Plan, in an amount equal to his or her Severance pay and any retirement incentive payment.
 - b. Payments shall be made to the 403(b) Plan within the time frames described in Section XVI of this Agreement regarding the payment of Severance pay and retirement incentive pay; provided, however, if the payment amount for any calendar year exceeds the maximum that may be paid into the 403(b) Plan for such year, the excess shall be carried over to the subsequent year and then paid into the 403(b) Plan. If there is still any excess remaining after the contribution in the next calendar year, it will be paid in cash to the retired employee.
 - c. The Treasurer shall be the administrator of the 403(b) Plan, unless the Board delegates administration to a third party. The 403(b) Plan administrator shall be permitted to administer, interpret and operate the plan as the Plan administrator shall deem necessary for compliance with the IRC Section 403(b) and applicable regulations (including proposed regulations) and rulings there under.

4. A teacher who is a participant in the 403(b) Plan shall complete a 403(b) sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of Severance and/or incentive pay shall be made to the 403(b) Plan. 403(b) Contracts shall be individual contracts owned by the 403(b) plan participants.

5. If a teacher retires, is entitled to have a contribution of his or her Severance pay and/or incentive pay made directly to a 403(b) Contract, and dies prior to such contribution being paid to the 403(b) Contract, the contribution shall nevertheless be paid to the 403(b) Contract, and then be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Contract.

6. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan participants.

7. If a teacher is entitled to Severance pay and/or retirement incentive pay and is not an eligible participant in the 403(b) Plan, that teacher will be eligible to receive in cash, any and all Severance pay and retirement incentive pay that the retiree is entitled to in accordance with Section XVI of this Agreement. The teacher may elect to defer any such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code 403(b) (a TSA) as permitted by law and Board policy.
8. All contributions to 403(b) contracts shall be subject to reduction for any required tax withholding or any other withholding that the Treasurer, in his or her sole discretion, determines is required bylaw. Neither the Board, nor the GVEA, guarantee any investment or tax results associated with the 403(b) Plan or elective deferrals that are made by a retiring teacher to a 403(b) Contract.

ARTICLE XVI – PERSONNEL FILES

Each teacher shall have the opportunity, upon request, and after arranging a suitable appointment, to review the contents of his/her personnel file. Upon the request of the staff member, an Association representative may accompany the member.

The official personnel file shall be open to the involved teacher, the principal, the Superintendent, and representatives specifically designated by such.

Nothing shall be placed in a teacher's file without his/her signature. All teachers shall have the right to respond in writing to any items placed in their files.

In cases where the teacher refuses to sign, the item may be placed in the file with a note to the effect indicating the teacher's refusal and a witness to that refusal.

Any unsatisfactory documentation that is included in a teacher's file shall be removed upon the teacher's request after three (3) years of satisfactory performance in the area cited in the documentation.

Teachers will be given copies of requested material from their personal file, within forty-eight (48) hours of said request.

ARTICLE XVII - SALARY & OTHER COMPENSATION

A. Base Salary & Index

The base salary and index schedules covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.

A 0% increase will be added to the base salary with the continuation of the experience steps as they pertain to each member for the duration of this agreement.

B. Credit for Prior Service on the Salary Schedule

New Teachers employed by the Grand Valley Board of Education shall receive credit to a maximum of ten (10) years on the State of Ohio Minimum Salary Schedule ORC 3317.3 for the following service:

Active Military Service – A maximum of five (5) years credit for active military service in the Armed Forces of the United States. A partial year of eight or more months of continuous active duty shall be counted as one-year credit.

Public School Teacher Experience – Any new teacher hired with more than five (5) years’ experience will be hired with a minimum of five (5) years’ service. Each year of teaching experience shall consist of at least one hundred twenty (120) days under a teaching contract.

No more than ten (10) years full credit shall be granted on the Ohio Minimum Salary for a combination of the Active Military Service and Public School Teacher stipulations. The Superintendent may grant one third of a year credit for each year of service under the Active Military Service and Public School Teacher stipulations over the mandatory six years credit.

Present employees heretofore granted credit beyond the maximums set forth above shall retain such additional credit.

C. Credit for Prior Education

Educational Column advancements for new hires with previous education credit from hire date: All credit obtained previous to hire cannot be used for advancements other than the schedule below.

Year 1&2	B
Year 3	B+15
Year 4	B+30
Year 5	M
Year 6	M+15
Year 7	M+30

D. Columns

150 hours means 150 semester hours at time of graduation.

B.A. + 15 means 15 semester hours after receiving a Bachelors Degree.

No teacher will be moved back to the training scale as a result of the clarification of this policy.

E. Extra-Curricular Activities

Additional compensation beyond the regular salary will be paid to staff members who are performing special services requiring the assumption of extra responsibilities and/or duties. Compensation will be made in accordance with the rates set forth in the Supplemental Salary Schedule (Appendix B).

If new positions are created by the Board, or if the responsibilities of existing positions are substantially altered, the compensation shall be negotiated by a committee of equal numbers appointed by the GVEA and the Superintendent. Neither party shall have any control over the selection of the other party's representation.

When an activity must begin before compensation has been determined, the resulting stipend shall be retroactively effective to the first day of the activity. Also, the new position, its description and compensation shall be considered an addendum to the existing supplemental salary schedule and shall officially be added to the supplemental salary schedule during the next negotiations' process.

Payment for all supplemental salaries will be made over twenty six (26) pays.

- * Individuals who hold a supplemental position that may be eliminated due to lack of numbers may request that their supplemental salaries be received in two payments.
- ** Employees who receive payment for a supplemental that is cancelled shall pay back the district all monies received prior to the supplemental being cancelled. This amount will be deducted from the remaining pays of that teaching year.

E. Attendance Grant

Any full-time bargaining unit member whose attendance meets one-hundred and eighty-four(184) days within the school year shall receive an attendance grant of three-hundred dollars (\$300.00).

Those full-time bargaining unit members whose attendance meets one-hundred and eighty-three (183) days within the school year shall receive a grant equal to one (1) day's pay calculated on the basis of the current base salary applicable to a teacher with no years of experience under the B.A. column of the salary schedule set forth in the base salary and index listed in Appendix A.

To receive an attendance grant with respect to any given day within the school year, the teacher must be in attendance for all scheduled work hours for that day.

Attendance grant payment shall be made only once to the recipient and will be payable within thirty (30) days of the last scheduled workday of the school year.

F. Section 125 Plan ("Cafeteria Plan")

By October 1, 2007, the Board shall establish, a "Cafeteria Plan" that is designed to (a) allow employees who must make contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the GVEA.), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage provisions of this Agreement shall be made through the Cafeteria Plan.

The Cafeteria Plan will meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted before September 30 of each school year and may not be revoked during the current plan year (October 1 through September 30) unless there is a change in the employee’s circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by Section E below. Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer’s office.

Dependent Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
2. The salary reduction and corresponding credits will be made and issued in twenty-four (24) equal installments, beginning with the first pay in October.
3. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

Health Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax “salary reduction” election up to a maximum amount of \$5000 per year, exclusive of any employee contributions for health care coverage, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
2. The salary reduction shall be made in twenty-four (24) equal installments beginning with the first pay in October.

Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$1.00 per pay per participating employee.

ARTICLE XVIII - ASSOCIATION RIGHTS

A. Use of School Facilities

The G.V.E.A. shall have the privilege of using school building facilities when such facilities are not already in use. This shall be free of charge unless additional services are required over and above the normal.

The G.V.E.A. will be permitted to use school equipment on school premises for Association purposes when such equipment is not otherwise in use and the G.V.E.A. accepts the responsibility for reasonable care of said equipment.

B. Use of Building

The G.V.E.A. may conduct Association business on school property providing such business shall not interfere with or interrupt school operations.

C. Mailboxes

The G.V.E.A. is authorized to use teachers' mailboxes for dispersal of all G.V.E.A. materials.

D. Board of Education Agenda

The Association shall receive an advance copy of the agenda of each regular scheduled Board meeting.

Approved Board minutes will be made available to the Association, upon request, by the President.

E. Personnel Directory

The President of the association shall be provided with a directory of all current employees of the bargaining unit by October 20th of each school year.

F. Teacher Orientation

The Association shall have the right to participate in initial planning and orientation meetings(s) for new bargaining unit members.

G. Association Leave

The Association is to be granted a total of three (3) days of leave per school year for Association business. The leave is to be used by its officers and/or delegates. The use of such leave is to be determined by the Association President. For any use of Association leave, the Association President must notify the individual's immediate supervisor at least twenty-four (24) hours in advance.

H. Seniority List

A seniority list, including certifications, shall be prepared by the Board and six (6) copies shall be given to the GVEA President by September 30 of each year. The GVEA President may post copies of the list in each building.

The Association President shall notify the Superintendent within 15 working days of receipt of the seniority list of any errors/discrepancy(s). A correct seniority list shall be prepared by the Board and six (6) copies shall be given to the GVEA President. The GVEA President may post a corrected copy in each building.

I. New Employee Information

Upon request, the GVEA shall be furnished the following information for each new bargaining unit employee within five (5) working days after the request.

1. Name, home address and phone number
2. Date of employment
3. Salary

ARTICLE XIX - DURATION & TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year, with a commencement (effective) date of July 1, 2013 and an expiration date of midnight, June 30, 2014.

A one-time payment of one percent (1%) of each member's 2012-2013 salary will be made to all GVEA members actively working in December 2013 and who worked the previous 2012-13 school year. Supplemental contracts will not count or be calculated towards this payment and this payment will not exceed the total of five hundred dollars (\$500.00).

This Master Agreement prevails over all Board policy, rules and regulations that are inconsistent with it.

This Master Agreement supersedes and cancels all prior agreements governing the wages, hours, or terms and conditions of employment of bargaining unit members, whether written or verbal.

This Agreement shall supersede the Ohio Revised Code to the extent permitted under law and as indicated herein.

ARTICLE XX - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Ohio including, but not limited to the right and responsibility to:

1. Determine matters of inherent managerial policy which include but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, the Board's overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of the Board's operations;
4. Determine the overall methods, process, means, or personnel by which the Board's operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out mission of the Board as a governmental unit.

The foregoing rights shall be limited only by the express terms of this Agreement.

ARTICLE XXI - DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGE

If bargaining unit members covered by this contract are transferred to another or new school district during the term of this contract, the Board agrees that prior to such transfer, it will take all actions possible to ensure that such employees receive wages, hours, and terms and conditions of employment at least equal to those contained in this contract and provided by the Board. If possible the Board will require the successor employer to assume this contract, in its entirety.

ARTICLE XXII - GRADUATE PAY

Any certified employee desiring to take graduate credit hours from a college or university in a field relevant to the employee's work for the Board may expect partial reimbursement from the Board and the GVEA.

A transcript/report card shall be provided after successfully completing the class as well as proof of payment for the class to the superintendent's office prior to September 15th of the reimbursement year.

All graduate hours will be submitted for the year starting from September 1st to August 31st.

The Board shall reimburse the employee for up to six (6) semester hours or nine (9) quarter hours during this yearly period of time. The Board will provide a total of \$12,000.00 for reimbursement. The \$12,000.00 will then be divided by the total number of graduate hours submitted.

EXAMPLE: If one hundred fifty (150) hours are submitted, then the reimbursement per credit hour will be \$12,000.00 divided by 150 = \$80.00 per credit hour (2/3 semester hour = 1 quarter hour). Maximum reimbursement per semester hour is \$125.00. Money not used in a year will roll over to the next year.

Payment will be made following the first regular board meeting of October.

It is the certified employee's responsibility to provide the Board with proof of completion of the hours.

Article XXIII - LICENSURE, FINGERPRINTING & BACKGROUND CHECK REIMBURSEMENT

The Board shall reimburse the certified/licensed employees for the renewal cost of their licenses, including fingerprinting and full background checks. An employee may seek reimbursement only once every five years for a maximum amount of \$260.

It is the responsibility of the certified employees to provide the Board with proof of payment.

Article XXIV - RACE TO THE TOP

The Grand Valley Local School Board of Education (“Board”) and the Grand Valley Education Association (“Association”) hereby enter in the Supplemental Memorandum of Understanding (“Memorandum”) this fourteenth (14) day of May, 2010, concurrent with and as consideration for their joint execution for the Race to the Top “Participating LEA Memorandum of Understanding” (RTTP-MOU), and agrees to the follows:

1. The Board and the Association will bargain in good faith regarding all aspects of Race to the Top program that differ from or otherwise implicate current terms and conditions of the employment. The collective bargaining agreement and all terms and conditions of employment for Association members in effect on this fourteenth (14) day of May, 2010 will no be altered in any except by signed and ratified agreement of the Board and the Association.
2. If either the Board or the Association wishes to discontinue bargaining, then the parties will jointly notify the Ohio Department of education of the Districts’ withdrawal from participation in the Race to the Top program. A party’s decision to discontinue bargaining hereunder will not serve as grounds for either party bring a change pursuant to the R.C. Chapter 4117, a grievance pursuant to the collective bargaining agreement, or any other contractual or legal claim of any kind against the other. If bargaining is discontinued hereunder, the Board agrees it will not unilaterally implement any change in the current collective bargaining agreement and/or any other terms and conditions of employment.

**CERTIFICATE
(O.R.C. 5705.412)**

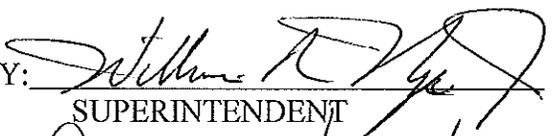
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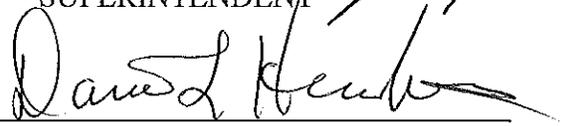
IT IS HEREBY CERTIFIED that the GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at 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 days in 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.

DATED: 7/2/13

GRAND VALLEY LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

BY: 
TREASURER

BY: 
SUPERINTENDENT

BY: 
PRESIDENT, BOARD OF EDUCATION

C

SIGNATURE PAGE

This Agreement is made and entered into by and between the Grand Valley Education Association and the Grand Valley Local Board of Education and is attested to by the representatives whose signatures appear below.

GRAND VALLEY EDUCATION
ASSOCIATION

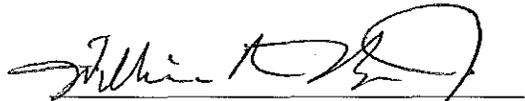


President, Grand Valley Education Association

GRAND VALLEY BOARD
OF EDUCATION



President, Grand Valley Board of Education



Superintendent, Grand Valley Local Schools

2 July 2013
Date

7-3-13
Date

Appendix

- A. Salary Schedules
- B. Supplemental Salary Schedules
- C. One Insurance Plan
- D. Ohio Teacher Evaluation System
- E. Forms

Appendix A**Grand Valley Certified Staff Salary Index 2013-2014**

Step	Bachelors	Bachelors +15	Bachelors +30	Masters	Masters +15	Masters +30
0	1.00	1.05	1.10	1.15	1.20	1.25
1	1.05	1.10	1.15	1.20	1.25	1.30
2	1.10	1.15	1.20	1.25	1.30	1.35
3	1.15	1.20	1.25	1.30	1.35	1.40
4	1.20	1.25	1.30	1.35	1.40	1.45
5	1.25	1.30	1.35	1.40	1.45	1.50
6	1.30	1.35	1.40	1.45	1.50	1.55
7	1.35	1.40	1.45	1.50	1.55	1.60
8	1.40	1.45	1.50	1.55	1.60	1.65
9	1.45	1.50	1.55	1.60	1.65	1.70
10	1.50	1.55	1.60	1.65	1.70	1.75
11	1.50	1.60	1.65	1.70	1.75	1.80
12	1.50	1.60	1.70	1.75	1.80	1.85
13	1.50	1.60	1.70	1.80	1.85	1.90
14	1.50	1.60	1.70	1.80	1.90	1.95
15	1.50	1.60	1.70	1.80	1.90	2.00
16	1.52	1.62	1.72	1.82	1.90	2.00
17	1.52	1.62	1.72	1.82	1.92	2.00
18	1.52	1.62	1.72	1.82	1.92	2.02
19	1.52	1.62	1.72	1.82	1.92	2.02
20	1.55	1.65	1.75	1.85	1.95	2.05
21	1.55	1.65	1.75	1.85	1.95	2.05
22	1.55	1.65	1.75	1.85	1.95	2.05
23	1.55	1.65	1.75	1.85	1.97	2.07
24	1.55	1.65	1.77	1.87	1.97	2.07
25	1.55	1.65	1.77	1.87	1.97	2.07
26	1.55	1.65	1.77	1.87	1.97	2.07
27	1.57	1.67	1.80	1.90	2.00	2.10
28	1.57	1.67	1.80	1.90	2.00	2.10
29	1.57	1.67	1.82	1.92	2.02	2.12
30	1.57	1.67	1.82	1.92	2.02	2.12

Appendix A

Grand Valley Certified Staff Salary Schedule 2013-2014

Step	Bachelors	Bachelors +15	Bachelors +30	Masters	Masters +15	Masters +30
0	\$31,930	\$33,527	\$35,123	\$36,720	\$38,316	\$39,913
1	\$33,527	\$35,123	\$36,720	\$38,316	\$39,913	\$41,509
2	\$35,123	\$36,720	\$38,316	\$39,913	\$41,509	\$43,106
3	\$36,720	\$38,316	\$39,913	\$41,509	\$43,106	\$44,702
4	\$38,316	\$39,913	\$41,509	\$43,106	\$44,702	\$46,299
5	\$39,913	\$41,509	\$43,106	\$44,702	\$46,299	\$47,895
6	\$41,509	\$43,106	\$44,702	\$46,299	\$47,895	\$49,492
7	\$43,106	\$44,702	\$46,299	\$47,895	\$49,492	\$51,088
8	\$44,702	\$46,299	\$47,895	\$49,492	\$51,088	\$52,685
9	\$46,299	\$47,895	\$49,492	\$51,088	\$52,685	\$54,281
10	\$47,895	\$49,492	\$51,088	\$52,685	\$54,281	\$55,878
11	\$47,895	\$51,088	\$52,685	\$54,281	\$55,878	\$57,474
12	\$47,895	\$51,088	\$54,281	\$55,878	\$57,474	\$59,071
13	\$47,895	\$51,088	\$54,281	\$57,474	\$59,071	\$60,667
14	\$47,895	\$51,088	\$54,281	\$57,474	\$60,667	\$62,264
15	\$47,895	\$51,088	\$54,281	\$57,474	\$60,667	\$63,860
16	\$48,534	\$51,727	\$54,920	\$58,113	\$60,667	\$63,860
17	\$48,534	\$51,727	\$54,920	\$58,113	\$61,306	\$63,860
18	\$48,534	\$51,727	\$54,920	\$58,113	\$61,306	\$64,499
19	\$48,534	\$51,727	\$54,920	\$58,113	\$61,306	\$64,499
20	\$49,492	\$52,685	\$55,878	\$59,071	\$62,264	\$65,457
21	\$49,492	\$52,685	\$55,878	\$59,071	\$62,264	\$65,457
22	\$49,492	\$52,685	\$55,878	\$59,071	\$62,264	\$65,457
23	\$49,492	\$52,685	\$55,878	\$59,071	\$62,902	\$66,095
24	\$49,492	\$52,685	\$56,516	\$59,709	\$62,902	\$66,095
25	\$49,492	\$52,685	\$56,516	\$59,709	\$62,902	\$66,095
26	\$49,492	\$52,685	\$56,516	\$59,709	\$62,902	\$66,095
27	\$50,130	\$53,323	\$57,474	\$60,667	\$63,860	\$67,053
28	\$50,130	\$53,323	\$57,474	\$60,667	\$63,860	\$67,053
29	\$50,130	\$53,323	\$58,113	\$61,306	\$64,499	\$67,692
30	\$50,130	\$53,323	\$58,113	\$61,306	\$64,499	\$67,692

APPENDIX B – PAGE ONE

SUPPLEMENTAL SALARY SCHEDULE

<u>Position</u>	<u>Percentage of Base Salary</u>		
	0 - 1	2 - 3	4 +
@**Athletic Director	.190	.200	.210
**Assistant to the Athletic Director (2)	.085	.095	.105
Cheerleader Advisor High School	.140	.150	.160
Cheerleader Advisor Middle School	.065	.075	.085
Football Head Coach	.180	.190	.200
Football Assistant Coach (4)	.110	.120	.130
7/8th Grade Football Coach (3)	.090	.100	.110
Volleyball Head Coach	.125	.135	.145
Volleyball Varsity Assistant	.095	.105	.115
J.V. Volleyball Coach	.095	.105	.115
Freshman Volleyball Coach #	.085	.095	.105
7/8th Grade Volleyball Coach (2)	.075	.085	.095
Cross Country Head Coach	.105	.115	.125
7/8th Grade Cross Country Coach	.080	.090	.100
Golf Coach	.080	.090	.100
Soccer Head Coach	.105	.115	.125
J.V. Soccer Coach	.080	.090	.100
Basketball Head Coach (2)	.180	.190	.200
Basketball Varsity Assistant (2)	.100	.110	.120
J. V. Basketball Coach (2)	.110	.120	.130
Basketball Freshman (2) #	.090	.100	.110
7/8th Grade Basketball Coach (4)	.085	.095	.105
Wrestling Head Coach	.160	.170	.180
Wrestling Assistant Coach	.105	.115	.125
7/8th Grade Wrestling Coach	.095	.105	.115
Track Head Coach (2)	.125	.135	.145
Track Assistant Coach (2)	.095	.105	.115
7/8th Grade Track Coach (3)	.075	.085	.095
Baseball & Softball Head Coach	.125	.135	.145
Baseball & Softball Varsity Assistant Coach	.095	.105	.115
J. V. Baseball & Softball Coach	.095	.105	.115
Weight Room Monitor	.140	.150	.160

APPENDIX B – PAGE TWO

<u>Position</u>	<u>Percentage of Base Salary</u>		
	0 - 1	2 - 3	4 +
Dramatic Advisor H.S. – Fall Play	.045	.055	.065
Dramatic Advisor H.S. – Spring Musical	.055	.065	.075
Drama Advisor H.S. – One Acts	.035	.045	.055
Assistant Musical Director	.030	.0325	.035
Technical Director	.040	.0425	.045
Middle/High School Band Director	.095	.105	.115
Flag Line Advisor	.065	.070	.075
Assistant High School Band Director	.070	.080	.090
Show Choir Director	.085	.095	.105
Vocal Music Middle/High School	.065	.075	.085
Vocal Music Elementary School	.015	.02	.025
High School Student Council	.040	.045	.050
Middle School Student Council	.020	.025	.030
Yearbook Advisor	.065	.075	.085
National Honor Society Advisor	.020	.025	.030
Panda/Teen Institute	.010	.015	.020
Academic Challenge Advisor	.015	.020	.025
Senior Class Head Advisor (1)	.030	.040	.050
Senior Class Advisor (2)	.015	.020	.025
Junior Class Head Advisor (1)	.030	.040	.050
Junior Class Advisor (2)	.015	.020	.025
Sophomore Class Head Advisor (1)	.010	.015	.020
Freshman Class Head Advisor (1)	.010	.015	.020
Model UN	.015	.020	.025
5th Grade Camp Coordinator	.020	.025	.030
5th Grade Camp Teachers	.0065	.0075	.0085
Elementary Art Week Coordinator	.0055		
District Technology Director	.055	per year	
Detention Supervisor, Tutoring, Study Table Supervisor, & Summer School Teacher	\$17.50	hour	
Saturday School Monitor	Current	Substitute	Rate

APPENDIX B – PAGE THREE

@ The position of Athletic Director may be assigned to a building administrator. If the position of the Athletic Director is not filled by a building administrator, then the position will be posted for first choice for qualified members within the GVEA.

#Supplemental position will be awarded only if there are 8 participants and will be paid to two installments (Mid and End Season).

If a staff member holding a supplemental contract is on leave or extended leave, the staff member is responsible for meeting with the Administration to find a replacement. This replacement must be approved by the athletic director, building principal, and Board of Education as well as meet the proper certifications to be a coach in order to fill the position. Extended leave that results in the absence of over fifty percent (as deemed by administration) of the supplemental contract will result in the staff member having to reimburse fifty percent of the total supplemental pay to the Board of Education. The Treasurer will deduct pay through payroll for the remaining pays during that school year for this reimbursement. In the case of payroll reimbursement, the Board of Education will be responsible for any pay that must be paid to a replacement. Requests for employees to fulfill a supplemental contract while on leave must be submitted in writing to the superintendent and will be considered on each individual set of circumstances.

Teachers on extended time shall be paid at their per diem rate.

High School Guidance Counselor	20 days
Middle School Guidance Counselor	15 days
High School Librarian	2 days
**High School Marching Band Director	20 days

** This position shall be under review once the current GVEA member has left the position and a new individual will be hired to fill the position.

Payment for all supplemental salaries will be made over twenty six (26) pays.

Individuals who hold a supplemental position that may be eliminated due to lack of numbers may request that their supplemental salaries be received in two payments.

Employees who receive payment for a supplemental that is cancelled shall pay back the district all monies received prior to the supplemental being cancelled. This amount will be deducted from the remaining pays of that teaching year.

Prior years of experience, Grand Valley or otherwise, for any supplemental is required in order to qualify for pay scale above zero and shall be on a one to one basis.

As in the past, the listing of a position does not necessarily mean the Board will appoint an individual to the said position. The number of students involved as well as economic conditions shall prevail.

All supplemental contracts will be awarded to GVEA members that are deemed qualified and have a positive performance evaluation by the Athletic Director or Immediate Supervisor. When determined that there are no qualified/interested applicants within the GVEA, the supplemental contracts will then be made available to other candidates of interest that meet the qualifications of that position.

**GRAND VALLEY LOCAL SCHOOLS
One Insurance Plan**

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network ^(A)
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Hospital		
Inpatient Hospital Days	Covered at 100% of semi-private	Major medical at 80% of semi-private
Miscellaneous	Covered at 100%	Major medical at 80%
Hospital Utilization Review Required	Yes; Provider responsible for contacting ABA	Yes; Provider responsible for contacting ABA
Surgical		
Inpatient	Covered at 100%	Major medical at 80%
Outpatient	Covered at 100%	Major medical at 80%
Second Opinion	Covered at 100%	Major medical at 80%
Pre-Admission Testing	Covered at 100%	Covered at 100%
Inpatient Physician Visits	Covered at 100%; \$0 office visit co-payment; limited to one visit per day	Major medical at 80%; limited to one visit per day
Routine Mammograms	Covered at 100%; \$0 office visit co-payment; one per calendar year	Major medical at 75%; one per calendar year with an \$85 maximum ^(B)
Routine Ob-Gyn Examinations	Covered at 100% after \$0 office visit co-payment	Major medical at 80% ^(B)
Pap Test	Covered at 100% after \$10 office visit co-payment	Major medical at 75% ^(B)
Flexible sigmoidoscopy, Colonoscopy, Double Contrast Barium Enema	Covered at 100% after \$10 office visit co-payment	Covered at 80% of UCR; lab test covered at 100% of UCR; one per calendar year
Routine Prostate Exams	Covered at 100% after \$10 office visit co-payment; one per calendar year	Major medical at 80% for office visit; lab test covered at 100% UCR; one per calendar year ^(B)
Immunizations	Covered at 100% after \$0 office visit co-payment	Major medical at 50% ^(B)
Hepatitis B Vaccine	Covered at 100% after \$10 office visit co-payment	Major medical at 80% (includes office visit)

(A) Out-Of Network reimbursement based on reasonable and customary levels

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network ^(A)
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
<i>Routine Annual Physical Exams</i>	Covered at 100%; \$0 office visit co-payment	Major medical at 75%
<i>Allergy Testing</i>	Covered at 100% after \$10 office visit co-payment	Major medical at 50%
<i>Diagnostic X-Ray and Laboratory</i>	Covered at 100%	Covered at 100%
<i>Sterilizations</i>	Covered at 100% after \$10 office visit co-payment	Major medical at 80%
<i>Abortions</i>	Covered at 100%	Major medical at 80%
<i>Radiation Therapy</i>	Covered at 100%	Major medical at 80%
<i>Emergency Care</i> Institutional Charges	Covered at 100% after \$50 co-payment (waived if admitted); \$10 co-payment applies to urgent care facility visits and physician office visits	Covered at 100% after \$50 co-payment (waived if admitted); \$10 co-payment applies to urgent care facility visits and physician office visits
Related Charges	Covered at 100%	Covered at 100%
<i>Non-Emergency Use of the Emergency Room</i> Institutional Charges	Covered at 100% after \$50 co-payment applies to emergency room visits (waived if admitted); \$10 co-payment applies to urgent care facility visits and physician office visits	Covered at 80%; Urgent care facilities and physician office reimbursed as major medical at 80%
Related Charges	Covered at 100%	Major medical at 80%
<i>Infertility Treatment</i>	Covered at 100%; for diagnosis and treatment of medical condition only	Major medical at 80%; for diagnosis and treatment of medical condition only
<i>Routine Hearing Examinations</i>	Covered at 100%; \$0 office visit co-payment; limit one exam per calendar year	Major medical at 50%

(A) Out-Of Network reimbursement based on reasonable and customary levels

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network ^(A)
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
<i>Mental Health Basic Benefits</i> ^(B)		
Inpatient	Covered at 100% of semi-private; limited to 60 days per calendar year	Major medical at 80%; limited to 60 days per calendar year ^(D)
Outpatient	Covered at 100% after \$20 co-payment per visit; limited to 50 visits per calendar year	Major medical at 80%; limited to 30 individual visits per calendar year or 50 group visits per calendar year ^(D)
<i>Drug Abuse and Alcoholism (Basic Benefits)</i> ^(C)		
Inpatient	Paid at 100% of eligible expenses; limited to 60 days per calendar year	Major medical at 80%; limited to 60 days per calendar year ^(D)
Outpatient	Covered at 100% after \$20 co-payment per visit; limited to 50 visits per calendar year	Major medical at 80%; limited to 30 individual visits per calendar year or 50 group visits per calendar year ^(D)
<i>Skilled Nursing Facilities</i>	Covered at 100%; limited to 180 days per calendar year	Major medical at 80%; limited to 180 days per calendar year
<i>Well-Child Care</i>	Covered at 100%; 0\$ office visit co-payment; to age 9	Major medical at 50%; to age 9
<i>Medically Necessary Office Visits</i>	Covered at 100% after \$10 co-payment	Major medical at 80%
<i>Ambulance</i>	Covered at 100%	Major medical at 80%
<i>Durable Medical Equipment</i>	Covered at 100%	Major medical at 80%
<i>Orthotic Devices</i>	Covered at 100%	Major medical at 80%
<i>Allergy Treatment</i>	Covered at 100% after \$10 office visit co-payment	Major medical at 80%
<i>Outpatient Speech Therapy</i>	Covered at 100% after \$10 office visit co-payment; reviewed after ten visits	Major medical at 80%; reviewed after ten visits

(A) Out-Of Network reimbursement based on reasonable and customary levels

(B) Limits combined with Drug and Alcoholism

(C) Limits combined with Mental Health

(D) Major Medical deductible does not apply; employee coinsurance does not apply to Major Medical out-of-pocket maximum

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network ^(A)
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Outpatient Occupational and Physical Therapy	Covered at 100% after \$10 office visit co-payment; maximum 60 visits per calendar year for Physical Therapy. Occupational Therapy covered at 100%, reviewed after 10 visits.	Major medical at 80%; maximum 60 visits per calendar year for Physical Therapy. Occupational Therapy paid at 80%, reviewed after 10 visits.
Home Health Care	Covered at 100%; limited to 180 visits per calendar year	Major medical at 80%; limited to 180 visits per calendar year
Hospice	Covered at 100%; limited to 6 months per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care	Major medical at 80%; limited to 6 months per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care
All Other Covered Expenses Accessible Through a Network Provider	Covered at 100%	Major medical at 80%
All Other Covered Expenses Not Accessible Through a Network Provider	N/A	Major medical at 80%
Major Medical Calendar Year Deductible		
Individual	N/A	\$200
Family	N/A	\$400
Coinsurance	N/A	80% (unless otherwise noted)
Annual Out-of-Pocket Maximum (Excluding Deductible)		
Individual	N/A	\$1,000
Family	N/A	\$2,000

(A) Out-Of Network reimbursement based on reasonable and customary levels

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network ^(A)
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Major Medical Maximums		
Lifetime Benefit	\$2,000,000	\$2,000,000
Mental/Nervous and Substance Abuse		
-Per Treatment	N/A	No separate dollar maximum
-Per Calendar Year	N/A	No separate dollar maximum
-Per Lifetime	N/A	No separate dollar maximum
Dependent Child Eligibility		
Full time Student	To age 25	To age 25
Other unmarried dependent	To age 19	To age 19

Prescription Drug Plan	
	Must Use Network Pharmacy; Out-of-Network Pharmacy Drugs are Not Reimbursed
Prescription Drug Card ^(B)	
Retail	
- Generic	\$5 co-payment (34 day supply or 100 unit dose whichever is greater) ^(B)
- Brand Name	\$10 co-payment (34 day supply of 100 unit dose whichever is greater) ^(B)
Mail Order	
- Generic	\$10 co-payment (90-day supply) ^(B)
- Brand Name	\$25 co-payment (90-day supply) ^(B)
	Mail Order Prescriptions (Effective for the 2012-2013 Contract Year) A maintenance drug, at as specific dosage rate, may be filled three (3) time per calendar year at a network pharmacy at a charge of \$10.00 for generic and \$25.00 or brand drugs. When a maintained drug is filled at the network pharmacy four (4) or more times during the calendar year, the patient will be charge \$25.00 for generic and \$40.00 for brand drugs with thirty (30) day supply. This provision shall not apply to drugs unavailable my mail order, diabetic insulin and other drugs which may arrive via mail in an unusable condition due to temperature restriction or special handling requirements.
Prescription Drug Exclusions	<ul style="list-style-type: none"> - Diaphragms, contraceptive jellies or ointments, foams or devices - Therapeutic devices or appliances - Non-federal legend drugs - Investigational or experimental drugs - Drugs received from an Out-of-Network Pharmacy

(A) Out-Of Network reimbursement based on reasonable and customary levels

(B) Co-payments are not an eligible major medical expense

DENTAL EXPENSE BENEFIT	
For Employees and Dependents	
Maximum Benefit for:	
Types I, II and III Service combined	\$2,000 per calendar year
Type IV Services	\$1,500 per Lifetime
Calendar Year Deductible Amount	
Per Covered Person	\$25
Per Family	\$50
Benefit Percentage for:	
Type I Services (Diagnostic & Preventative) ^(A)	100% (deductible waived)
Type II Services (Basic)	80%
Type III Services (Major)	60%
Type IV Services (Orthodontia, only for Dependent children under age 19 or if he is a Full-time Student, until the date he reaches 25 years of age)	60% (deductible waived)

(A) Includes sealants to age 12

VISION CARE BENEFITS	
For Employees and Dependents	
Eye Examination	
Maximum benefit for 1 exam per 12 month period	\$60 per Covered Person
Eyeglass Lenses (Limited to 1 pair per calendar year)	
Maximum benefit per Covered Person for:	
Single vision lens	\$80 per pair
Bifocals	\$100 per pair
Trifocals	\$120 per pair
Lenticular	\$140 per pair
Contact Lenses (In lieu of benefits for eyeglass lenses and frames)	
Maximum benefit per calendar year when:	
Medically Necessary	\$200 per Covered Person
Cosmetic	\$90 per Covered Person
Eyeglass Frames (Limited to 1 every 24 months)	
Maximum benefit	\$75 per Covered Person

Appendix D

Request for Graduate Pay Reimbursement

Grand Valley Local Schools

Name: _____

School Year: _____

Dates of Class (must be between 9/1 - 8/31)	Name of Institution	Name of Class	Number of Semester Hours Maximum = 6	Number of Quarter Hours Maximum = 9

A transcript/report card must be provided after successfully completing **each** class as well as proof of payment for the class by **September 15** of the reimbursement year.

CERTIFIED STAFF

REQUEST FOR PERSONAL LEAVE OF ABSENCE FORM

1. All certified personnel will be granted up to four (4) days of personal leave each contract year.
2. Personal leave is in addition to sick leave.
3. At the end of each employment year all unused personal days will be converted into sick days and added to the employee’s sick leave accumulation on the first day of the subsequent employment year.
4. Application for personal leave will be submitted at least 48 hours in advance through the building principal.
5. In an emergency situation, the form will be submitted as soon as possible.
6. **PERSONAL LEAVE MAY NOT BE TAKEN THE DAY BEFORE OR THE DAY AFTER A RECESS OR VACATION TO INCLUDE THANKSGIVING, CHRISTMAS, SPRING OR SUMMER OR ON PARENT/TEACHER CONFERENCE DAYS. SHOULD AN EMERGENCY ARISE, THE SUPERINTENDENT MAY GRANT SUCH DAYS.**

Name _____ Date of Application _____

Position _____ Building Sub is Needed _____

Starting Time _____ All Day _____ Half Day _____ AM / PM

Date(s) of Absence _____

APPROVED _____ DISAPPROVED _____

Principal Superintendent

Employee Number _____ Payroll Period _____ No. of days _____
 Entered into Computer _____ No. of days used _____ No. of days left _____

Appendix D

GRAND VALLEY LOCAL SCHOOLS

PAYROLL DEPARTMENT

APPLICATION FOR SICK LEAVE AND VACATION

ABSENCES NOT REPORTED DURING PAY PERIOD WILL BE DEDUCTED FROM THAT PAY.

Completed form is to be given to each building secretary – to be attached to payroll absentee report. Bus drivers will return form to the transportation supervisor.

Name: _____ Emp. #: _____

Building: _____

Position: _____

Date of Absence (s): _____

Total Number of Days: _____

Reason for Absence: (Please check)

_____ Personal Illness

_____ Personal Injury

_____ Illness in the immediate family

_____ Death of _____ on _____
Relationship Date of Death

_____ Vacation (classified 12 month employees only)

_____ Statement of physician attached

I swear or affirm that the above statements are true:

Employee Signature

Date

Office Use Only

Emp. #: _____

Number of Days Absent: _____

Appro. Acct. to Charge: _____

Appro. Acct. to Deduct: _____

Payroll Period: _____

Appendix D

EMPLOYEE CERTIFICATION OF TAX-SHELTERED ANNUITY
OR CUSTODIAL ACCOUNT LIMITS

EMPLOYEE: _____

AMOUNT TO BE DEFERRED: Per Paycheck: _____

Per Calendar Year: _____

I have reviewed with my tax advisor or a representative of my tax-sheltered annuity or custodial account provider, the limitations applicable to tax-sheltered annuities under Internal Revenue Code (the "Code") Section 403(b) (2), Code Section 415, or Code Section 402(g) (collectively, the "IRC Limits"). I hereby certify to the Board of Education of the Grand Valley Local School District that if I defer the amounts listed above by way of salary reduction to a tax-sheltered annuity or custodial account, the amount paid into such annuity or custodial account will not exceed the IRC Limits. In making this certification, I have had my tax advisor or annuity or custodial account representative consider all amounts being deferred by me into tax-sheltered annuities and custodial accounts qualified under Code Section 403(b), all contributions to eligible plans under Code Section 457(b), and all contributions being made by the Board of Education to or under the Ohio State Teachers Retirement System or School Employees Retirement System, including any such contributions made pursuant to pick-up under Code Section 414(h) (2).

I acknowledge that if my contributions to Code Section 403(b) tax-sheltered annuity custodial accounts exceed the IRC Limits, the excess is currently treated as taxable income and may be subject to additional excise taxes; and that I am solely responsible for the payment of any income taxes, employment taxes, excise taxes, penalties or interest that result from my contributions exceeding the IRC Limits, including such taxes or penalties imposed upon the Board, the School District or its Treasurer.

Employee _____

Date: _____

Appendix D

Grievance Report Form-Step I

Date of Occurrence: _____

Statement of Grievance:

Remedy Requested:

Employee Signature

GVEA Building Representative

Disposition of Grievance Step I

Date: _____

Principal/Supervisor

Grievance Report Form-Step II

Date: _____

Request Step II of Grievance Procedure as per attached Grievance Step I:

Employee Signature

GVEA Grievance Committee Chairman

Date of Meeting

Disposition of Grievance Step II.

Date: _____

Superintendent