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MASTER AGREEMENT

Filed thru mail on cd.

BETWEEN THE

GRAND VALLEY BOARD OF EDUCATION

AND THE

GRAND VALLEY EDUCATION ASSOCIATION

JULY 1, 2016 - JUNE 30, 2019

TABLE OF CONTENTS

ARTICLE I – RECOGNITION **6-9**

A. Bargaining Agent 6

B. Bargaining Unit Members 6

C. Excluded Personnel 7

D. Service/Fair Share Fee 7-8

E. Notification 8

ARTICLE II – RIGHTS OF INDIVIDUALS **8-9**

ARTICLE III – NEGOTIATIONS PROCEDURE **9-11**

A. Scope of Negotiations 9

B. Notice to Negotiate 9

C. Meetings 9-10

D. Negotiating Teams 10

E. Exchange of Information 10

F. Progress Reports 10

G. Item Agreement 10

H. Agreement 11

I. Disagreement/Dispute Settlement Procedure 11

J. Employee Relations Meetings 11

ARTICLE IV – CONSISTENCY WITH LAW **12**

ARTICLE V – GRIEVANCE PROCEDURE **12-13**

A. Definitions 12

B. Procedure 12-13

C. Time Limitation 13

D. Powers of Arbitrator 13

E. Personal Complaints 13

ARTICLE VI – REDUCTION IN FORCE **13-16**

A. Notice to GVEA 13

B. Suspension of Contracts 14-15

C. Recall List 15

D. Availability of Recall List 15

E. Number of Persona Affected 16

F. Fringe Benefits During Layoff 16
G. Limited Contract Teachers 16
ARTICLE VII – LEAVES OF ABSENCE 16-23
A. Parental Family Leave 16-17
B. Family Medical Leave 17-18
C. Sick Leave 18-19
D. Sick Leave Donation 19-20
E. Personal Leave 20
F. Jury Duty 20
G. Military Leave 21
H. Professional Leave 21-22
I. Assault Leave 22-23
J. General Unpaid Leave 23
ARTICLE VIII – INSURANCE 23-25
A. Hospital, Surgical and Medical 23
B. Eligible Dependents 23
C. Employee Health Care Contribution 24
D. Utilization Review 24
E. Insurance In Lieu Incentive 24
F. Non-Duplication of Benefits 24
G. Group Life Insurance 24
H. Insurance Study Review Committee 25
ARTICLE IX – ACADEMIC FREEDOM 25
ARTICLE X – CONTRACTS 25-28
A. Teaching and Supplemental Contracts 25
B. Reemployment of Retired Teachers 26
C. Filing and Maintenance of Certificates/Licenses 26-27
D. Extended Limited Contracts 27
E. Non-Renewal 27
F. Procedures for Consideration of Continuing Contract Status 27-28
ARTICLE XI – PAY PERIODS 28
ARTICLE XII – PAYROLL DEDUCTIONS 28-29
A. Payroll Deductions 28-29

B. Salary Reduction Agreement 29

ARTICLE XIII – TEACHER RIGHTS AND RESPONSIBILITIES 30-39

A. Teacher Day 30

B. Teacher Year 30

C. Calamity Days, Two-Hours Delays, and Calendar Committee 31

D. Job Description 31

E. District Labor Management 31-32

F. Building Leadership Teams (BLT) 32

G. Teacher Appraisal 32

1. OTES 32

A. Teacher Appraisal Review Committee (TARC) 32-33

2. Non-OTES 34-37

H. Instructional Materials 37

I. Class Size 38

J. Transportation 38

K. Resident Educator Program 38

L. State Mandate Professional Development 39

ARTICLE XIV – ASSIGNMENT, TRANSFER AND VACANCY 39-40

A. Assignments 39

B. Vacancies 39-40

C. Transfers 40

D. Involuntary Transfer 40

E. Definitions 40

ARTICLE XV – SEVERANCE PAY 41-42

A. Lump Sum Payment 41

B. Severance Pay Deferral Plan 41-42

ARTICLE XVI – PERSONNEL FILES 42-43

ARTICLE XVII – SALARY AND OTHER COMPENSATION 43-46

A Base Salary and Index 43

B. Credit for Prior Service on the Salary Schedule 43

C. Credit for Prior Education 43

D. Columns 44

E. Extracurricular Activities 44

F. Attendance Credit 45
G. Section 125 Plan ("Cafeteria Plan") 45-46
ARTICLE XVIII – ASSOCIATION RIGHTS 46-47
A. Use of School Facilities 46
B. Use of Building 46
C. Mailboxes 46
D. Board of Education Agenda 46
E. Personnel Directory 46
F. Teacher Orientation 47
G. Association Leave 47
H. Seniority List 47
I. New Employee Information 47
ARTICLE XIX – DURATION AND TERM OF AGREEMENT 47
ARTICLE XX – MANAGEMENT RIGHTS 47-48
ARTICLE XXI – DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGE 48
ARTICLE XII – GRADUATE PAY 49
ARTICLE XXIII – LICENSURE, FINGERPRINTING AND BACKGROUND CHECK REIMBURSEMENT 49
Certificate 50
Certificate Signature Page 51
APPENDIX COVER PAGE 52
APPENDIX A 53-56
Grand Valley Certified Staff Salary Index 2016-2017, 2017-2018, and 2018-2019 53
Grand Valley Certified Staff Salary Schedule 2016-2017 54
Grand Valley Certified Staff Salary Schedule 2017–2018 55
Grand Valley Certified Staff Salary Schedule 2018–2019 56
APPENDIX B - Supplemental Salary Schedule **57-60**
APPENDIX C – Schedule of Benefits **61-67**
APPENDIX D 68-71
Request for Graduate Pay Reimbursement 68
Employee Certification of Tax-Sheltered Annuity or Custodial Account 69
Grievance Report Form (Step I) 70
Grievance Report Form (Step II) 71
APPENDIX E - Standards-Based Teacher Evaluation **72-80**

Master Agreement

Between the Grand Valley 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, special, vocational, school counselors, librarians, media and program specialists, school nurses, and long term substitutes).

1. Long-Term Substitutes

   Long-term substitutes are defined as teachers hired to fill the temporary vacancy of a teacher on leave in the same assignment for more than sixty (60) days. The employment of long-term substitutes shall automatically expire at the end of the specified period or upon return to duty of the teacher from an approved leave of absence without any action by the Board or further notice to the teacher.

   a. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall be placed on the BA column, Step 0 on the salary schedule.

   b. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3½] hours per day) in any one school year.

   c. The following contractual statutory revisions shall not apply to long-term substitutes: Non-renewal rights as found in Section 3319.11 of the Ohio Revised Code; Evaluation Rights as found in Article XIII, paragraph G, and Section 3319.111 of the Ohio Revised Code (unless required by OTES); and Reduction in Force rights as found in Article VI and Section 3319.17 of the Ohio Revised Code.

   d. At any time, long-term substitutes may become regular teaching employees in accordance with normal hiring procedures. Subsequent continuous employment of a long-term substitute for the succeeding school year and in the same assignment under another one-year limited contract shall allow the long-term substitute to move to step one (1) of the BA column on the salary schedule.

C. Excluded Personnel

The bargaining unit shall not include any personnel employed or to be employed as management level personnel such as the 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. 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. Notification of desire to participate in Fair Share must be given to the Association by September 10th for the current school year.

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 one hundred percent (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 deducted to the Association.

3. Schedule of Fair Share 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 fair share fee with respect to the former member, and 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 Ohio 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 Constitution of the United States of America 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. They 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 affiliate to intervene as a party if it so desires, and/or (3) to not oppose the briefs' of 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 members of the Association except the right to vote in elections of, to hold elective or appointed office or position in or "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 the 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.

E. Notification

Unless otherwise specified herein, notification to bargaining unit members may be made through electronic mail.

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 Association's 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 being reprimanded, suspended or terminated, without just cause. All disciplinary actions including reprimands, suspensions or terminations shall be subject solely to the grievance and arbitration procedure 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 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 any 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 a 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 the 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 hereof.

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. 4117.14.

The Board acknowledges that the Association retains the right to strike in accordance to ORC 4117.14 (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 strike notice prior to strike once that notice is given and takes effect.

J. Employee Relations Meetings

Upon request, the Superintendent and the 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 processed, if necessary, through Level 4 (including Section 3, Time Limitation and Section 4, Powers of Arbitration). 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 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 when the Board office is open.

B. Procedure

In the event that a teacher believes there is a basis for 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 Association 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 for the Association, which 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 known of the event or condition upon which it is based, will result in the grievance being waived. If the grievance involves more than one school building or involves central office administration, 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 representative, witness, 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 American Arbitration Association requesting arbitration in accordance with 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, American Arbitration Association [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 agreed 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 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 the rules and regulations as set forth by the Board. In the administration of the grievance procedure, the interest 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, the 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 the layoff shall also receive such notice.

B. Suspension of Contracts

In making the reduction, the Board of Education shall act to suspend contracts on 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 "evaluation" refers to those conducted in accordance with the Board adopted, standards-based teacher evaluation policy.

For the period of this Master Agreement, ending July 1, 2019, comparable evaluations of OTES teachers will be defined as all final evaluations above "Ineffective" based upon the teacher performance rating only. 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 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 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 shall be reduced in the affected teacher 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 the teacher in one "teacher 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 area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with comparable evaluation. The least senior teacher in the area of certification/licensure will then be the teacher whose contract is suspended.

4. If the teacher in the second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall 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 reduction in force, and a part-time position in the 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

between teachers with comparable evaluations. Under the circumstances, if there is a more senior in the recall in the affected field than the part-time teacher, the most senior teacher 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. Continuing contract teachers may remain on the recall list indefinitely, however, limited contract teachers will remain on the 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 from 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 a 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 assuming the selection is among or between teachers with comparable evaluations.

5. If a vacancy occurs, the Board shall send certified announcements 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 ten (10) days prior to the start of the 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 limited contract 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 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 Persona Affected

The number of persona affected by a reduction in force will be kept to a minimum by 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 Ohio Revised Code 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 adopting, 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 caregiver 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 Medical Leave

The Family Medical Leave Act (FMLA), as amended, 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 "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 doctor's 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 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 leave before the birth of a child dealing with medical reasons.

e. Substitute paid leave or unpaid leave will count toward the employee's 12-week allotment of FMLA.

f. Any employee who uses sick leave for five (5) or more consecutive working days and the days qualify for FMLA, the employee will automatically be placed on Family Medical Leave which will run concurrently with sick leave and will begin retroactive to the first day of the absence. The employee will still be required to have the proper paperwork completed for FMLA verification.

2. Intermittent Leave

a. If medically necessary, employee may use their family or medical leave on an intermittent basis, 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 twelve (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.

c. 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, any employee returning from family or medical leave will have no greater right to a position than if he/she had not taken the leave.

4. Certification

a. All employees shall present written certification of the need to take family or medical leave within fifteen (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.

5. This provision is based on and shall be interpreted consistently with the Federal Family and Medical Leave Act (FMLA) as described above.

6. Only employees who have worked at least 1,250 hours over a twelve (12) month period are eligible for family and medical leave.

C. Sick Leave

1. Sick Leave credit shall be accumulated on the basis of one and one-quarter (1¼) 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 and including 350 days.

4. Employees may use sick leave upon approval of the local Superintendent for absences due to:

   a. illness, injury, pregnancy, exposure to a 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, stepchildren, 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 or absent due to the illness, injury, or death of an immediate family member for 5 consecutive days or more will upon returning to work submit a doctor's excuse or obituary.

5. Falsification of a statement is grounds for disciplinary action up to and including termination of employment.

6. Employees utilizing sick leave are to utilize the District's automated system for that purpose.

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 for catastrophic injury or illness of the employee or to serve as primary caregiver for a member of the immediate family as defined in (C)(4)(B) above, who has experienced a catastrophic illness or injury.

The following rules apply for the use and collection of donated sick leave:

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 day earned during the absence will be accrued and used by the employee requesting donated sick days.

4. Members who are receiving temporary disability payments from 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 is 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 and 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 upon approval of the local Superintendent.

2. Applications 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 Conferences. 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 in July.

7. Employees utilizing personal leave are to utilize the District's automated system for that purpose.

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

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

b. One (1) day for the purpose of visiting other schools.

c. Such time as is necessary for educational conferences or meetings when approved by the Superintendent.

d. Every effort will be made to rotate the approved attendance among various teachers in a department or subject or grade level.

e. Applications will be submitted to the building principal.

f. 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 receipt for lodging and registration fees.

g. 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.

h. Employees utilizing professional leave are to utilize the District's automated system for that purpose.

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, National Teacher Corps, or who serves as an exchange teacher or as a 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 permission of the Board and the Superintendent of Schools, be entitled to take a leave of absence for not less than one (1) semester or more than two (2) semesters subject to the following restrictions.

i. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and

ii. 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. Applicants shall be notified of decision prior to May 15.

d. Applications granted leave shall be paid at the rate of difference between the substitutes pay and the teacher's expected salary.

e. Applications 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 fringes benefits (i.e. hospitalization, medical mutual, dental and life insurance).

h. Not more than three percent (3%) of the certificated 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, not 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 had if he/she remained actively employed in 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/shall be assigned to the same position or a position comparable to that held at the time the leave commenced.

I. Assault Leave

A member of the bargaining unit who is absent due to physical disability directly resulting from an assault which occurs in the course of Board employment while on duty, either on school grounds during school hours or where requested/required to be in attendance at a Board approved function, shall be eligible to receive assault leave.

Such leave shall be granted for a period not to exceed ten (10) days upon the member's delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, and the facts surrounding the assault. Assault leave will not be charged against sick leave earned and there will be accruement of sick leave during the assault leave.

If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its anticipated duration.

Full payment for the assault leave, less Workers' Compensation, shall not exceed the member's per diem rate of pay (exclusive of supplementary pay) and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. In the event a delayed award of Workers' Compensation results in a total combined payment to the teacher in an amount equal to or more than the teacher's normal per diem rate, the excess payment will be returned to the Board. Falsification of

either the signed statement or a physician's certificate is grounds for suspension or termination of employment under ORC 3319.16.

To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and cooperate with the prosecution and/or discipline of the individual. Upon the request of a bargaining unit member, this requirement can be waived by the Superintendent in special circumstances only, such as where an assault is perpetuated by a special needs student and mitigating factors exist.

Psychological trauma in cases of rape shall suffice for purposes of assault leave.

The Board shall provide any teacher who has used assault leave with proper application forms for Workers' Compensation.

Upon return to service, the teacher shall resume the employment status held at the time leave began, except as otherwise provided for in this contract.

J. General Unpaid Leave

In accordance with Ohio Revised Code Section 3319.13, upon the written application of a unit member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational, professional, or other purposes. The Board shall grant such leave where illness or disability is the reason for the request. Insurance coverage shall be maintained by the Board for eligible teachers on unpaid leave, in accordance with FMLA.

The decision of whether or not to grant bargaining unit member's unpaid leave for sporadic or short-term absences resides with the Superintendent. Such decisions may not be grieved or otherwise challenged.

ARTICLE VIII - INSURANCE

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 (see Appendix C). Such coverage shall be offered beginning on the first day of the month following the first day of work for the District or during an open enrollment period between October 1 and October 31 annually.

The Board and Association will develop a mutually agreed upon wellness program during the term of this agreement in conjunction with the District's health care provider. Participation in the wellness program is expected by the Board and Association.

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, except as outlined in Section C.

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. 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-existing 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.

F. 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 the 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.

G. 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 an 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 employees over the age of 70, etc.).

H. 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. The 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 in still appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom from 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 s 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) days prior to Board action.

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 1 of the year of notice. The Board shall give notice by May 31 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 teachers 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 a 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 teacher 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 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 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. The provision shall supersede and replace Ohio Revised Code 3319.11.

F. Procedure for Consideration of Continuing Contract Status

Any teacher anticipating becoming eligible for a continuing contract must notify the Superintendent in writing by October 15 of the school year in which the teacher becomes eligible. In addition, the teacher must have on file by March 1 of the school year of tenure eligibility either:

1. A Professional, Permanent, or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 319.22; or

2. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:

    a. If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours or coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

b. If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.

c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

1. Holds a professional, senior professional, or lead professional license;
2. Has held an educator's license for at least seven (7) years; and
3. Has completed either of the following:

i. If the bargaining unit member did not hold a Master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

ii. If the bargaining unit member held a Master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

3. The teacher must have taught for at least three of the last five years in the Grand Valley Local School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Grand Valley Local School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.

The Board of Education is under no obligation to act on the request for tenure of teachers who either fail to timely provide the required notification as set for the above or who otherwise become eligible for continuing contract status after March 1st in any year.

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 ORC 3313.20.

All employees shall be enrolled in the direct deposit payroll system and receive electronic statements. Employees may have their salary direct deposited to up to three (3) different accounts of the employee's choosing.

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. Employee's 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.

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 Regulation 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 five (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 armless 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 so 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 be designed to best accommodate each specific building and will be uniform in length for all bargaining unit members. The total length of the teacher work day may not exceed seven (7) hours and twenty (20) 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 fourth and fifth week of the grading period. Teachers maintain the responsibility for keeping grades updated weekly in the school-adopted electronic grade book system.

4. Preparation/Planning Time

Each regular full-time bargaining unit member shall be scheduled at least forty (40) minutes per day for non-pupil contact work, conferences, professional study, or other personal use for carrying out duties of position. Teachers may be required to attend one (1) meeting per week during the prep/planning time not to exceed forty (40) minutes in length, at least one of which will be teacher led with meeting minutes submitted to the Principal.

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 than one (1) hour duration and no more than once per month unless an emergency situation arises. 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 eight-four (184) days during the school year.

1. Teacher inservice days consist of a total of four (4) days. Meet the Teacher Night will be counted as one half (1/2) day.

2. One of the inservice 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).

3. 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. Calamity Days, Two-Hour Delays, and Calendar Committee

1. Calamity/Make Up Days

   a. As part of the school calendar, the Board shall include makeup days in order of priority.

   b. If, after the Board has adopted the school calendar for any given school year, it is necessary for the Board to revise the calendar, Association representatives will be given an opportunity for input as to the calendar revision.

   c. The District will allow five (5) "calamity days" followed by up to three (3) online instruction days using Board approved electronic format. Beginning with calamity days beyond any online instruction days, subsequent days will be made up as indicated on the Board approved calendar. The GVEA and the Administration will collaborate on the format and procedures for any online instruction days.

   d. The parties hereby acknowledge that days made up beyond those determined as set forth in "C" above will be without additional compensation.

2. Delayed Start/Two-Hour Delay

   Bargaining unit members will be required to report to work no later than two (2) hours after the regularly scheduled starting time.

3. The calendar committee, consisting of two (2) GVEA members, 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 (or meetings) will be scheduled no later than the end of the month of January.

D. Job Description

Written extracurricular 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 position.

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

E. District Labor Management

The purpose of this Labor Management Committee (LMC) is to provide a forum for the discussion of matters or concerns of unit members and the administration and to further develop positive working relationships. The focus of the LMC is not the implementation or administration of the negotiated agreement nor shall it serve as a substitute for grievance procedure unless the committee as a whole agrees to do so. This meeting, the discussions that take place, nor resolution of issues shall in any way be construed as negotiations. However, should the LMC determine the need to modify or otherwise clarify this Agreement, it may recommend the adoption of the memorandum of understanding to the Board and the GVEA.

Upon request, representatives of the teachers selected by the GVEA (limit of 4) shall meet with the Board's management team, which will include the Superintendent and his/her designees. Consistency in membership of the committee is suggested. Rules for the governance of the LMC are to be developed

annually and modified as needed by the Committee. Agenda items for LMC meetings shall be discussed and developed prior to regular meetings. Among the issues to be addressed, the LMC will discuss the calendar for the upcoming year.

The meeting dates for the LMC shall be by mutual agreement and scheduled so as not to interfere with the teachers' day. At each building, matters of concern or requests shall be discussed.

F. Building Leadership Teams (BLT)

In order to facilitate communication and professionalism by and between members of the bargaining unit and the building administration, the Building Leadership Team (BLT) will meet once per month consisting of representatives of the teachers selected by the GVEA (a minimum of 2) and the building administrator and any other members of the administration and/or Board invited by the building administrator. Rules for governance of the BLT's are to be developed annually and modified as needed by the Teams. Each BLT may suggest issues or topics for the LMC. Members of a BLT may also be members of the LMC.

The meeting dates for the BLT(s) shall be by mutual agreement and scheduled so as not to interfere with the teachers' day. At each meeting, matters of concern or requests shall be discussed.

G. Teacher Appraisal

1. OTES

In accordance with Ohio Revised Code Section 3319.111, the Board's adopted standards-based teacher evaluation policy is included in the Master Agreement, by reference, for application to OTES teachers. Prior to the implementation of any changes to the policy for OTES teachers, any effects of that policy on terms and conditions of employment must be bargained by the parties to the extent required by law.

All matters contained within the Board Policy on OTES shall be considered grievable under the grievance procedure contained within this contract.

The Board Policy and guidelines will be provided to all OTES teachers as contained in the Grand Valley OTES Teacher Evaluation Handbook, which will also be accessible to bargaining unit members online.

A. Teacher Appraisal Review Committee (TARC)

1. The Association and the Board agree to maintain the Teacher Appraisal Review Committee (TARC) for the purpose of recommending revisions to the Board's standards-based teacher evaluation policy and related guidelines, and to regularly review the effectiveness of the policy and its related procedures and process, including forms, for the evaluation of teachers in the District.

   In addition, the TARC will make recommendations for adopting by the Board and ratification by the Association regarding evaluation language and procedures for non-OTES members.

   Nothing herein shall be deemed to alter or otherwise affect the obligation of the Board to engage in bargaining, upon request of the Association, on matters which affect the terms and conditions of employment, to the extent required by law.

2. Committee Composition

   a. The Committee shall be comprised of up to seven (7) Association members appointed by the Association President and up to five (5) administrators appointed by the Superintendent.

   b. Committee members shall be representative of elementary, middle school, secondary and specialty areas (e.g., music, art, special education) and programs within the District.

3. Committee Operation

   a. The Committee shall be chaired jointly by a committee member from the Association and a Committee member from the Board.

   b. Members of the Committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

   c. The Committee will establish by mutual agreement a meeting calendar, tasks for the Committee to complete, and timelines for the completion of specific tasks.

   d. Committee agenda will be developed by the Committee.

   e. All decisions of the Committee, as set forth herein, will be achieved by consensus.

   f. At the initial Committee meeting, the Committee will develop the guidelines and ground rules by which the Committee will operate.

   g. Members of the Committee will receive necessary release time for Committee work and training as determined by the Committee.

   h. The Committee may establish sub-committees to assist with their work.

   i. Sub-committees will be jointly appointed by the Committee.

   j. The Committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

4. Compensation/Release Time

   In addition to any release time provided, any work authorized by the Committee and performed outside of the contractual workday will be paid at $20.00 per hour.

5. Committee Authority

   a. The Committee is responsible for jointly reviewing and recommending changes to the Board policy for teacher evaluation, and assisting in the evaluation of teacher-submitted SLO's according to Board Policy and ODE requirements.

   b. The Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

2. Non-OTES Teachers

Until such time as the parties agree otherwise, non-OTES teachers will continue to be evaluated as follows:

1. Philosophy (Non-OTES)

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 (Non-OTES)

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 (Non-OTES)

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 conference with both parties having signed the Observation Form Cover Sheet and Final Appraisal Form.

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

Appraiser - the Superintendent or principal.

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

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

Observation Form - 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 - an 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 - 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 (Non-OTES)

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. Teacher Categories (Non-OTES)

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 (3) years will be made of tenured teachers.

   b. The appraisal must be completed on or before December 1.

   c. An unsatisfactory appraisal report will require another formal appraisal before March 31.

   d. A teacher may request a formal appraisal at any time convenient to both parties.

2. Limited Contract Teachers **(Non-OTES)**

   a. Teachers with three (3) or more years of 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 of service at Grand Valley.

2. The appraisal must be completed on or before December 1.

3. An unsatisfactory appraisal report will require another formal appraisal before March 31.

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 appraisal 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 (Non-OTES)

   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. The inservice 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 or more than ten (10) days during an evaluation cycle shall extend all timelines in the teacher evaluation and teacher non-renewal procedures, at a minimum, by length of the teacher or administration 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 (Non-OTES)

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 determined by the evaluator.

The date of the conference must be indicated on the Teacher Observation/Appraisal Form and all three (3) 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.

H. Instructional Materials

The Board will allocate sufficient funds to provide for the purchases 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 availability of funds.

I. 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: one hundred fifty dollars ($150.00) 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. If a K-4 classroom teacher has equal or in excess of twenty-five percent (25%) of their students on an IEP, they will receive a flat rate stipend of $250.00 per semester.

3. Reasonable effort will be made to assign all 5-12 teachers a maximum of four (4) preps. Those teachers who have more than four (4) preps daily will receive two hundred fifty dollars ($250.00) 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 prep 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, art, instrumental or vocal music, and lunchroom supervision.

J. 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.

K. Resident Educator Summative Assessment (RESA) Program

1. The Board will participate in the Ohio Department of Education Resident Educator Summative Assessment (RESA) Program to provide services in accordance with state law and regulations for teachers new to the profession.

2. The Administrator 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.

L. State Mandate Professional Development

The Board of Education will provide and pay for a venue where teachers can obtain State Mandated Child Abuse, Human Trafficking and Child Restraint Professional Development. The Board of Education will choose the vendor and method of the training. Employees who chose not to participate in the Board sponsored training will have to fulfill the State Mandates on their own time and expense.

ARTICLE XIV - ASSIGNMENT, TRANSFER AND VACANCY

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 a teacher is required to substitute, the teacher shall be paid 1/6 of Base salary.

Planning Period Substitute teachers will be provided for elementary teachers of art, music, physical education, and any other "special" class not listed here. However, if an emergency situation arises and the district cannot replace a classroom teacher with a substitute teacher, the substitute for the "special" teacher will be reassigned to replace the absent classroom teacher.

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 posting. Any bargaining unit applicants who apply for the vacancy, together with any applicants from outside the district, will be interviewed prior to filling the vacancy. Following the interview, the most qualified candidate will be awarded the position. The most qualified applicant will be determined based upon consideration of all of the following criteria:

1. Applicant's certification or licensure
2. Prior experience in the district
3. Experience with subject area and/or grade level
4. Content and/or program knowledge
5. Written expression: "What makes you the best candidate for the position?"
6. Classroom management and discipline
7. Technology integration

8. Professionalism and involvement
9. Other criteria specifically related to the position

Should the Superintendent determine that two (2) applicants are equally qualified, the applicant with the most seniority will be awarded the position. Upon request, the teacher may obtain a copy of his/her individual rubric.

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 to 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, position sought, and the applicant's academic qualifications.

D. Involuntary Transfer

An involuntary transfer may be made not more than one time during their current tenure as a GVEA Bargaining Unit member upon the recommendation of the Superintendent. The Superintendent shall notify the affected teacher of the reason or such transfer.

Before giving notice of a 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 valid written educational and/or professional 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 the purpose 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 is 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 teacher(s) consent and will take place if (a) there is a teacher/administrator consultation, (b) reason for reassignment is not arbitrary, capricious or discriminatory.

ARTICLE XV – SEVERANCE 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 240 days	Maximum of 60 days
241-256 days	61 days
257-272 days	62 days
273-288 days	63 days
289-304 days	64 days
305-320 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. 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 made 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 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 retired teacher is 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 the 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 paid to the 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 by law. 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 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 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 personnel file, within forty-eight (48) hours of said request.

ARTICLE XVII – SALARY AND OTHER COMPENSATION

A. Base Salary and 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 two percent (2%) increase will be added to the base salary for the 2016-2017, 2017-2018, and the 2018-2019 school years with the continuation of the experience steps as they pertain to each member for the duration of this Agreement.

A one-time payment of three hundred dollars ($300) will be made to all GVEA members actively working in December 2016 and who worked the previous 2015-2016 school year.

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 (8) 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 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 (1/3) of a year credit for each year of service under the Active Military Service and Public School Teacher stipulations over the mandatory six (6) year 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 advancement other than the schedule below:

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

D. Columns

1. A bargaining unit member shall be placed on the proper column of the salary schedule as determined by his/her academic training. In order to qualify for horizontal movement, a bargaining unit member must have accumulated appropriate graduate credit in semester hours after the date of his/her degree. The accumulated hours must be earned in:

   a. courses in the teaching field of the individual:

   b. courses in a college or department of education;

   c. courses which can be applied to meeting the qualifications leading to additional certification/licensure; or

   d. courses related to subjects for which the member is certified/licensed.

2. Credit hours not meeting these criteria must be approved by the Superintendent. Bargaining unit members may request the Superintendent to determine acceptability of credit hours, prior to the member bargaining said courses. A lack of a written determination shall indicate acceptability.

3. Credit shall not be recognized for courses or degrees from professional schools such as medicine, law, etc., or to qualify for a different profession such as real estate sales, unless they meet one of the above criteria.

4. 150 hours means 150 semester hours at time of graduation.
   B.A. + 15 means 15 semester hours after receiving a Bachelor's Degree.

5. 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 negations 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.

F. Attendance Credit

Any full-time bargaining unit member whose attendance meets one-hundred and eight-four (184) days within the school year shall receive an attendance grant of five hundred dollars ($500).

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 three hundred dollars ($300).

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 days.

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.

G. 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 account (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 the 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 a 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 pre-tax "salary reduction" election up to a 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 $5,000 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 FAS, 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 requirements 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 GVEA 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 GVEA will be permitted to use school equipment on school premises for Association purposes when such equipment is not otherwise in use and the GVEA accepts the responsibility for reasonable care of said equipment.

B. Use of Building

The GVEA may conduct Association business on school property providing such business shall not interfere with or interrupt school operations.

C. Mailboxes

The GVEA is authorized to use teachers' mailboxes for dispersal of all GVEA 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 the 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 meeting(s) for new bargaining unit members.

G. Association Leave

The Association is to be granted a total of five (5) 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 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 fifteen (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 AND TERM OF AGREEMENT

This Agreement shall be for a period of three (3) years, with a commencement (effective) date of July 1, 2016 and an expiration date of midnight, June 30, 2019.

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 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;

9. Take actions to carry out mission of the Board as a governmental unit; and

10. Video Surveillance/Electronic Monitoring

    The Board will follow adopted policy and guidelines on video surveillance and electronic monitoring. Video cameras may be used on school property and premises in areas where there is no reasonable expectation of privacy. Included in Board policy and administrative guidelines is the commitment not to utilize video surveillance/electronic monitoring equipment in individual classrooms during instructional times, except in extraordinary circumstances.

    Video cameras shall not be used or referred to as the basis for evaluation, but nothing herein shall restrict the use of video evidence obtained in a bona fide investigation of illegal or improper activity. However, any video used in the investigation and/or discipline of an employee will be viewed in the presence of the employee and his/her designated representative(s) no later than the first investigatory interview or pre-disciplinary/disciplinary meeting after the Board becomes aware of the existence of the video.

    To the extent permitted by law, access to video cameras and any recordings will be restricted to authorized administrative personnel, one (1) designated Information Technology (IT) individual, and law enforcement. All recordings shall be under the control of a licensed administrator or supervisor.

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 15 of the reimbursement year.

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

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 for reimbursement. The $12,000 will then be divided by the total number of graduate hours submitted.

EXAMPLE: If one hundred fifty (150) hours are submitted, then reimbursement per credit hour will be $1,200.00 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 AND BACKGROUND CHECK REIMBURSEMENT

The Board shall reimburse the certificated 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 of $260.00.

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

CERTIFICATE
(O.R.C. 5705.412)

RE:

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 revenues from all other sources available to 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 5/16/14

GRAND VALLEY LOCAL SCHOOL DISTRICT
BOARD OF EDCUATION

By _____
Treasurer

By _____
Superintendent

By _____
President, Board of Education

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	GRAND VALLEY BOARD OF EDUCATION
President, GVEA	President, Grand Valley Board of Education
GVEA Team Member	Superintendent, Grand Valley Board of Education
GVEA Team Member	Board Member
GVEA Team Member	Board Member
GVEA Team Member	Board Member

Appendix

A. Salary Schedules

B. Supplemental Salary Schedules

C. Insurance Plan

D. Ohio Teacher Evaluation System

E. Forms

Appendix A

Grand Valley Certified Staff Salary Index 2016-2017, 2017-2018, and 2018-2019

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
32	1.59	1.69	1.84	1.94	2.04	2.14

Appendix A

Grand Valley Certified Staff Salary Schedule 2016-2017

Step	B	B15	B30	M	M15	M30
0	33,223	34,884	36,545	38,206	39,868	41,529
1	34,884	36,545	38,206	39,868	41,529	43,190
2	36,545	38,206	39,868	41,529	43,190	44,851
3	38,206	39,868	41,529	43,190	44,851	46,512
4	39,868	41,529	43,190	44,851	46,512	48,173
5	41,529	43,190	44,851	46,512	48,173	49,835
6	43,190	44,851	46,512	48,173	49,835	51,496
7	44,851	46,512	48,173	49,835	51,496	53,157
8	46,512	48,173	49,835	51,496	53,157	54,818
9	48,173	49,835	51,496	53,157	54,818	56,479
10	49,835	51,496	53,157	54,818	56,479	58,140
11	49,835	53,157	54,818	56,479	58,140	59,801
12	49,835	53,157	56,479	58,140	59,801	61,463
13	49,835	53,157	56,479	59,801	61,463	63,124
14	49,835	53,157	56,479	59,801	63,124	64,785
15	49,835	53,157	56,479	59,801	63,124	66,446
16	50,499	53,821	57,144	60,466	63,124	66,446
17	50,499	53,821	57,144	60,466	63,788	66,446
18	50,499	53,821	57,144	60,466	63,788	67,110
19	50,499	53,821	57,144	60,466	63,788	67,110
20	51,496	54,818	58,140	61,463	64,785	68,107
21	51,496	54,818	58,140	61,463	64,785	68,107
22	51,496	54,818	58,140	61,463	64,785	68,107
23	51,496	54,818	58,140	61,463	65,449	68,772
24	51,496	54,818	58,805	62,127	65,449	68,772
25	51,496	54,818	58,805	62,127	65,449	68,772
26	51,496	54,818	58,805	62,127	65,449	68,772
27	52,160	55,482	59,801	63,124	66,446	69,768
28	52,160	55,482	59,801	63,124	66,446	69,768
29	52,160	55,482	60,466	63,788	67,110	70,433
30	52,160	55,482	60,466	63,788	67,110	70,433
32	52,825	56,147	61,130	64,453	67,775	71,097

Appendix A

Grand Valley Certified Staff Salary Schedule 2017-2018

Step	B	B15	B30	M	M15	M30
0	33,887	35,581	37,276	38,970	40,664	42,359
1	35,581	37,276	38,970	40,664	42,359	44,053
2	37,276	38,970	40,664	42,359	44,053	45,747
3	38,970	40,664	42,359	44,053	45,747	47,442
4	40,664	42,359	44,053	45,747	47,442	49,136
5	42,359	44,053	45,747	47,442	49,136	50,831
6	44,053	45,747	47,442	49,136	50,831	52,525
7	45,747	47,442	49,136	50,831	52,525	54,219
8	47,442	49,136	50,831	52,525	54,219	55,914
9	49,136	50,831	52,525	54,219	55,914	57,608
10	50,831	52,525	54,219	55,914	57,608	59,302
11	50,831	54,219	55,914	57,608	59,302	60,997
12	50,831	54,219	57,608	59,302	60,997	62,691
13	50,831	54,219	57,608	60,997	62,691	64,385
14	50,831	54,219	57,608	60,997	64,385	66,080
15	50,831	54,219	57,608	60,997	64,385	67,774
16	51,508	54,897	58,286	61,674	64,385	67,774
17	51,508	54,897	58,286	61,674	65,063	67,774
18	51,508	54,897	58,286	61,674	65,063	68,452
19	51,508	54,897	58,286	61,674	65,063	68,452
20	52,525	55,914	59,302	62,691	66,080	69,468
21	52,525	55,914	59,302	62,691	66,080	69,468
22	52,525	55,914	59,302	62,691	66,080	69,468
23	52,525	55,914	59,302	62,691	66,757	70,146
24	52,525	55,914	59,980	63,369	66,757	70,146
25	52,525	55,914	59,980	63,369	66,757	70,146
26	52,525	55,914	59,980	63,369	66,757	70,146
27	53,203	56,591	60,997	64,385	67,774	71,163
28	53,203	56,591	60,997	64,385	67,774	71,163
29	53,203	56,591	61,674	65,063	68,452	71,840
30	53,203	56,591	61,674	65,063	68,452	71,840
32	53,880	57,269	62,352	65,741	69,129	72,518

Appendix A

Grand Valley Certified Staff Salary Schedule 2018-2019

Step	B	B15	B30	M	M15	M30
0	34,564	36,292	38,020	39,749	41,477	43,205
1	36,292	38,020	39,749	41,477	43,205	44,933
2	38,020	39,749	41,477	43,205	44,933	46,661
3	39,749	41,477	43,205	44,933	46,661	48,390
4	41,477	43,205	44,933	46,661	48,390	50,118
5	43,205	44,933	46,661	48,390	50,118	51,846
6	44,933	46,661	48,390	50,118	51,846	53,574
7	46,661	48,390	50,118	51,846	53,574	55,302
8	48,390	50,118	51,846	53,574	55,302	57,031
9	50,118	51,846	53,574	55,302	57,031	58,759
10	51,846	53,574	55,302	57,031	58,759	60,487
11	51,846	55,302	57,031	58,759	60,487	62,215
12	51,846	55,302	58,759	60,487	62,215	63,943
13	51,846	55,302	58,759	62,215	63,943	65,672
14	51,846	55,302	58,759	62,215	65,672	67,400
15	51,846	55,302	58,759	62,215	65,672	69,128
16	52,537	55,994	59,450	62,906	65,672	69,128
17	52,537	55,994	59,450	62,906	66,363	69,128
18	52,537	55,994	59,450	62,906	66,363	69,819
19	52,537	55,994	59,450	62,906	66,363	69,819
20	53,574	57,031	60,487	63,943	67,400	70,856
21	53,574	57,031	60,487	63,943	67,400	70,856
22	53,574	57,031	60,487	63,943	67,400	70,856
23	53,574	57,031	60,487	63,943	68,091	71,547
24	53,574	57,031	61,178	64,635	68,091	71,547
25	53,574	57,031	61,178	64,635	68,091	71,547
26	53,574	57,031	61,178	64,635	68,091	71,547
27	54,265	57,722	62,215	65,672	69,128	72,584
28	54,265	57,722	62,215	65,672	69,128	72,584
29	54,265	57,722	62,906	66,363	69,819	73,276
30	54,265	57,722	62,906	66,363	69,819	73,276
32	54,957	58,413	63,598	67,054	70,511	73,967

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

Position	Percentage of Base Salary		
(Parenthesis are suggested number of staff as needed)	0 – 1 Years	2 – 3 Years	4 + Years
@**Athletic Director	.190	.200	.210
**Assistant to the Athletic Director (If 2 employed)	.085	.095	.105
Assistant to the Athletic Director (If 1 employed)	.105	.115	.125
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)	.080	.090	.100
Volleyball Head Coach	.125	.135	.145
Volleyball Varsity Assistant	.095	.105	.115
J.V. Volleyball Coach	.095	.105	.115
Freshman Volleyball Coach #	.085	.095	.100
7/8th Grade Volleyball Coach (2)	.080	.090	.100
Cross Country Head Coach	.125	.135	.145
7/8th Grade Cross Country Coach	.080	.090	.100
Golf Coach	.080	.090	.100
Soccer Head Coach (2)	.125	.135	.145
J.V./Varsity Assistant Soccer Coach (2)	.095	.105	.115
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)	.080	.090	.100
Wrestling Head Coach	.160	.170	.180
Wrestling Assistant Coach	.105	.115	.125
7/8th Grade Wrestling Coach	.080	.090	.100
Track Head Coach (2)	.125	.135	.145
Track Assistant Coach (2)	.095	.105	.115
7/8th Grade Track Coach (3)	.080	.090	.100
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

Position	Percentage of Base Salary		
	0 – 1 Years	2 – 3 Years	4 + Years
Dramatic Advisor H.S. – Fall Play	.055	.065	.075
Dramatic Advisor H.S. – Spring Musical	.065	.075	.085
Assistant Musical Director	.030	.0325	.035
Event and Technical Director	.055	.0675	.08
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		
Elementary Student Council	.0075		
District Technology Director	.055 per year		
Detention Supervisor, Tutoring, Study Table Supervisor, and Summer School Teacher	B0/184 days/8 hours per day		
Saturday School Monitor	Current Substitute Rate		

APPENDIX B

***College Credit Plus Credentialed (Masters in content area or any Masters plus 18 hours in content area)	$1,000/prep
College Credit Plus Non-Credentialed (Teaching CCP course without meeting qualifications or credentialed as state above)	$750/prep

*** All recognized credentialed CCP teachers in the 2015-2016 school year will be recognized as credentialed under the term of this agreement.

Upon completion of the semester and/or prior to June 30th of the school year in which the class has been taught, the teacher will submit a certification form to the treasurer approved by the building administrator for payment.

@ 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 bargaining unit. When not filled by a building administrator or member of the bargaining unit, the Board may employ a non-bargaining unit member to fill the position.

#Supplemental position will be awarded only if there are eight (8) participants and will be paid to two (2) 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 (50%) (as deemed by administration) of the supplemental contract will result in the staff member having to reimburse fifty percent (50%) 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
Vocational Agriculture Teacher	20 days
Family and Consumer Science Teacher	10 days

Teachers who receive extended days will prepare a calendar for days for which to work the prescribed number of days. This calendar will be approved by the building administrator and a copy provided to the payroll department. Any change from the approved calendar will need to be approved by an administrator.

APPENDIX B

** 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 in accordance with state law. (The Board may retain a coaching contract from a non-union member who has been employed for one or more years without first offering it to a bargaining unit member (3313.53). All vacated supplemental contracts will be awarded to the qualified bargaining unit member, but if no one applies, it will be opened to the non-bargaining unit members). All supplemental positions will be posted on an annual basis.

Appendix C

GRAND VALLEY LOCAL SCHOOLS
SCHEDULE OF BENEFITS

The Maximum Allowed Amount is the amount the Claims Administrator will reimburse for services and applies which meets its definition of Covered Services, as long as such services and supplies are not excluded under the member's plan, are medically necessary, and are provided in accordance with the member's plan. See the Definitions and Claims Payment sections for more information. Under certain circumstances, if the Claims Administrator pays the health care provider amounts that are your responsibility (such as deductibles, copayments, or coinsurance), the Administrator may collect such amounts directly from you. You agree that the Claims Administrator has the right to collect such amounts from you.

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Hospital		
Inpatient Hospital Days Biologically Based Mental Disorders	Covered at 100% of semi-private	Covered at 80% of semi-private Maximum allowed amount
Miscellaneous	Covered at 100%	Covered at 80% Maximum allowed amount
Hospital Utilization Review Required	Yes; Provider responsible for contacting Anthem	Yes; Member responsible for contacting Anthem
Surgical		
Inpatient	Covered at 100%	Covered at 80% Maximum allowed amount
Outpatient	Covered at 100%	Covered at 80% Maximum allowed amount
Second Opinion	Covered at 100%	Covered at 80% Maximum allowed amount
Pre-Admission Testing	Covered at 100%	Covered at 80% Maximum allowed amount
Inpatient Physician Visits	Covered at 100%	Major medical at 80% Maximum allowed amount
Routine Mammograms	Covered at 100% One per calendar year	Covered at 80% Maximum allowed amount
Routine OB-GYN Examinations	Covered at 100% One per calendar year	Covered at 80% Maximum allowed amount
Pap Test	Covered at 100% One per calendar year	Covered at 80% Maximum allowed amount

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Routine Colonoscopy Screening under the American Cancer Society Screening Flexible Sigmoidoscopy, Colonoscopy, Double Contrast Barium Enema, CT, Colonography	Covered at 100%	Covered at 80% Maximum allowed amount Lab test Covered at 100% of Maximum allowed amount Not subject to any annual benefit limit
Routine Prostate Exams	Covered at 100% One per calendar year	Covered at 80% for office visit Lab test covered at 100% Maximum allowed amount One per calendar year
Immunizations	Covered at 100%	Covered at 50%
Hepatitis B Vaccine	Covered at 100%	Covered at 80% Maximum allowed amount (includes office visit)
Routine Annual Physical Exams	Covered at 100%	Covered at 80% Maximum allowed amount
Allergy Testing	Covered at 100% after $10 office visit co-payment	Covered at 50%
Diagnostic X-Ray and Laboratory	Covered at 100%	Covered at 100%
Sterilizations	Covered at 100% after $10 office visit co-payment	Covered at 80% Maximum allowed amount
Abortions (in accordance with applicable law)	Covered at 100%	Covered at 80% Maximum allowed amount
Radiation Therapy	Covered at 100%	Covered at 100% Maximum allowed amount
Emergency Care		
Institutional Charges	Covered at 100% after $50 co-payment (waived if admitted)	Covered at 100% after $50 co-payment (waived if admitted)
Related Charges	Covered at 100%	Covered at 100%
Non-Emergency Use of the Emergency Room		
Institutional Charges	Covered at 100% after $50 co-payment applies to emergency room visits (waived if admitted)	Covered at 80% Maximum allowed amount
Urgent Care Center	Covered at 100% after $10 co-payment	Covered at 80% Maximum allowed amount

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Chiropractic Care	Covered at 100% After $10 office visit co-payment After 60 visits	Covered at 80% Maximum allowed amount
Infertility Treatment	Covered at 100%; for diagnosis and treatment of medical condition only	Covered at 80% Maximum allowed amount For diagnosis and treatment of medical condition only
Routine Hearing Examinations	Covered at 100% One exam per calendar year	Covered at 50% Maximum allowed amount
Mental Health Basic Benefits Inpatient	Covered at 100% of semi-private	Covered at 80% Maximum allowed amount
Outpatient	Covered at 100% after $10 co-payment per visit	Covered at 80% Maximum allowed amount
Drug Abuse and Alcoholism (Basic Benefits) Inpatient	Paid at 100% of semi-private	Covered at 80% Maximum allowed amount
Outpatient	Covered at 100% after $10 co-payment per visit	Covered at 80% Maximum allowed amount
Skilled Nursing Facilities	Covered at 100% Limited to 180 days per calendar year	Covered at 80% Limited to 180 days per calendar year
Well-Child Care	Covered at 100%	Covered at 50% Maximum allowed amount
Medically Necessary Office Visits	Covered at 100% after $10 co-payment	Covered at 80% Maximum allowed amount
Ambulance	Covered at 100%	Covered at 100% Maximum allowed amount
Durable Medical Equipment	Covered at 100%	Covered at 80% Maximum allowed amount
Orthotic Devices	Covered at 100%	Covered at 80% Maximum allowed amount
Allergy Treatment	Covered at 100% after $10 co-payment	Covered at 80% Maximum allowed amount
Outpatient Speech Therapy	Covered at 100% after $10 office visit co-payment Limited to 60 visits per year	Covered at 80% Maximum allowed amount Limited to 60 visits per year

MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	
	In Network	Out-of-Network
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Outpatient Occupational and Physical Therapy	***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%.	Covered at 80% Maximum allowed amount Maximum 60 visits per calendar year for Physical Therapy Occupational Therapy Covered at 80% Maximum allowed amount
Home Health Care	Covered at 100%; limited to 180 visits per calendar year	Covered 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%	Covered at 80% Maximum allowed amount
All Other Covered Expenses Not Accessible Through a Network Provider	N/A	Covered at 80% Maximum allowed amount
Major Medical Calendar Year Deductible Individual Family	 N/A N/A	 $200 $400
Co-Insurance Maximum (Annual Out-of-Pocket Maximum) (Excluding Deductible) Individual Family	 N/A N/A	 $1,000 $2,000
Major Medical Maximums Lifetime Benefit Mental/Nervous and Substance Abuse Per Treatment Per Calendar Year Per Lifetime	 Unlimited N/A N/A N/A	 Unlimited No separate dollar maximum No separate dollar maximum No separate dollar maximum
Dependent Child Eligibility	To the end of the month when dependent reaches the age of 26	To the end of the month when dependent reaches the age of 26
Medical Copayment Annual Out-of-Pocket Maximum Individual Family	 $3,960 $7,920	 N/A N/A
MEDICAL BENEFIT	PREFERRED PROVIDER ORGANIZATION (PPO)	

	In Network	Out-of-Network
	Visit, day and dollar maximum limitations are combined between Network and Non-network	
Prescription Drug Copayment Annual Out-of-Pocket Maximum		
Individual	$2,640	N/A
Family	$5,280	N/A
Total Annual Copayment Annual Out-of-Pocket Maximum		
Individual	$6,600	N/A
Family	$13,200	N/A

The total annual out-of-pocket maximum is equal to the maximum Affordable Care Act out-of-pocket maximum/limit. The total annual out-of-pocket maximum, less the plan deductable and coinsurance maximum will determine the medical and prescription drug copayment annual out-of-pocket maximums which is allocated 60% to the medical copayment annual out-of-pocket maximum and 40% to the prescription drug copayment annual out-of-pocket maximum.

The total annual out-of-pocket maximum will be adjusted each plan year to coincide with the maximum Affordable Care Act out-of-pocket maximum/limit. Any increases in the total annual out-of-pocket maximum, less the deductable and coinsurance maximum, will be allocated 60% to the medical copayment annual out-of-pocket maximum and 40% to the prescription drug copayment annual out-of-pocket maximum.

Prescription Drug Plan	
	Must Use Network Pharmacy; Out-of-Network Pharmacy Drugs are Not Reimbursed
Prescription Drug Card [A]	
Retail	
- Generic	$10 copayment (34 day supply or 100 unit dose whichever is greater) [A]
- Formulary	$15 copayment (34 day supply or 100 unit dose whichever is greater) [A]
- Non Formulary	$20 copayment (34 day supply or 100 unit dose whichever is greater)
Mail Order	
- Generic	$15 copayment (90-day supply) [A]
- Formulary	$30 copayment (90-day supply) [A]
- Non Formulary	$40 copayment (90-day supply) [A]
	Mail Order Prescriptions (Effective for the 2014-2015 Contract Year) A maintenance drug, at as specific dosage rate, may be filled three (3) times per calendar year at a network pharmacy at a charge of $10.00 for generic and $15.00 Formulary, $20.00 Non Formulary. When a maintenance drug is filled at the network pharmacy four (4) or more times during the calendar year, the patient will be charged $40.00 for generic and $60.00 for Formulary and $60.00 for Non Formulary drugs for a 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	• 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) 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 23 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		
Service	**In-Network**	**Out-of-Network**
Eye Exam	$10 co-pay	$60 allowance
Eye Exam Frequency	One every 12 months	
Contact Lens Fitting	Up to $55 co-pay	Not covered
Lenses Frequency	One every 12 months	
Single Vision Lenses	$20 co-pay	$80 allowance
Bifocal Lenses	$20 co-pay	$100 allowance
Trifocal Lenses	$20 co-pay	$120 allowance
Lenticular Lenses	Not covered; rarely prescribed by Anthem	
Progressive Lenses	Standard lenses $65 co-pay	Not covered
Frames Allowance	$130 allowance then 20% off balance	$75 allowance
Frames Frequency	Every 24 months	
Contact Lenses Medically Necessary	Covered in full	$220 allowance
Contact Lenses Cosmetic	$130 allowable then 15% off balance	$105 allowance
Contact Lenses Cosmetic Disposable	$130 allowable	$105 allowance
Contact Lens Frequency	Every 12 months	
In Lieu of Lenses/Frames	Yes	

Appendix D

Request for Graduate Pay Reimbursement
Grand Valley Local School District

Name_____ School Year_____

Date(s) of Class (must be between 9/1 and 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 18th** of the reimbursement year.

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

Appendix E

3220 - STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers, as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (OTES) model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Grand Valley Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board recognizes the Teacher Appraisal Review Committee (TARC), with continuing participation by district teachers represented by the Grand Valley Education Association, for the express purpose of recommending necessary changes and/or revisions to this policy to the Board.

Definitions

"OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Grand Valley Education Association.

The Superintendent, Treasurer, and any other administrator as defined by R.C. 3319.02 are not subject to evaluation under this policy.

The Board may elect not to evaluate a teacher who was on leave from the district for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1 of the year the teacher was scheduled to be evaluated.

"Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. Meets the eligibility requirements under R.C. 3319.111(D); and

B. Holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. Has completed state-sponsored evaluation training and has passed an online credentialing assessment;

D. District administrators shall serve as evaluators.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators (with input from the TARC) as necessary to effectively implement this policy. District administrators shall serve as evaluators.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, fine arts, health, physical education, history, government, economics, and geography (middle school social studies).

"Evaluation Cycle" - is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in either the current year or the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" - refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The factors are student growth measures at thirty-five percent (35%) value added data and fifteen percent (15%) SLO pre/post test data for value added teachers, thirty-five percent (35%) SLO pre/post test data, and fifteen percent (15%) SLO pre/post test data for non-value added teachers, and teacher performance at fifty percent (50%).

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with Section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code.

"Evaluation Instruments" - refers to the forms used by the teacher's evaluator. Those forms are located in the Appendix to this policy.

"Evaluation Procedure" - the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under Sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Rating" - means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy (thirty-five percent (35%) value added data and fifteen percent (15%) SLO pre/post test data for value added teachers, thirty-five percent (35%) SLO pre/post test data, and fifteen percent (15%) SLO pre/post test data for non-value added teachers) and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to: Accomplished, Skilled, Developing, or Ineffective.

"Informal Observation" – a formative assessment process shall consist of at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. It may focus on one or more of the following components and result in brief written notes or a summary checklist: evidence planning, lesson delivery, differentiation, resources, classroom environment, student engagement, assessment, or any other component of the standards and rubrics approved for teacher evaluation.

"Student Growth" – this component may entail multiple measures (Value-Added scores, approved vendor assessments, or student learning objectives) each with its own 1 to 5 rating. A most effective (5) rating results in 600 points; above average (4) 400 points; average (3), 300 points; approaching average (2), 200 points; and least effective (1), 0 points.

"Student Learning Objectives" (SLOs) - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

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

"Teacher-Student Data Linkage" (TSDL) - refers to the process of connecting the teacher(s) of record to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

"Value-Added Subject" - a subject determined by the Ohio Department of Education that has student growth data provided by EVAAS.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

"Walk Through" – a formative assessment process shall consist of at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes in duration. It may focus on one or more of the following components and result in brief written notes or a summary checklist: evidence planning, lesson delivery, differentiation, resources, classroom environment, student engagement, assessment, or any other component of the standards and rubrics approved for teacher evaluation.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;
B. Skilled;
C. Developing; or
D. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference. The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted, as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. Understanding student learning and development and respecting the diversity of the students they teach;

B. Understanding the content area for which they have instructional responsibility;

C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. Planning and delivering effective instruction that advances individual student learning;

E. Creating learning environments that promote high levels of learning and student achievement;

F. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. Assuming responsibility for professional growth, performance and involvement.

Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be observed at least once each school year and have periodic walkthroughs.

B. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs (no less than two [2]).

C. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three (3) school years. The teacher performance score from the last recorded evaluation shall be combined with the new student growth score.

D. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every two (2) school years. The teacher performance score from the last recorded evaluation shall be combined with the new student growth score.

E. Annual requirements for teachers rated "Accomplished" and "Skilled": One (1) Observation (Informal Observation in eTPES) and a minimum of one (1) optional conference between the teacher and evaluator. Student Growth Measures must be calculated in eTPES and remain "Average" or higher.

Formal Observation Procedure

A. The first formal observation of at least thirty (30) continuous minutes shall be preceded by a conference between the evaluator and the teacher within five (5) working days of the observation (unless otherwise agreed upon by the teacher and the evaluator) in order for the teacher to explain plans and objectives for the classroom situation to be observed. The second observation may be unannounced as long as the teacher has been given prior notification of a three (3) week (fifteen [15] school day) window within which said observation will occur.

   There will be at least two (2) weeks between formal non-continuous observations unless otherwise agreed by the teacher. Teachers shall not receive a formal observation on a day before or after any break of more than three (3) calendar days.

B. A post-observation conference shall be held within ten (10) school days after each formal observation (unless otherwise agreed upon by the teacher and the evaluator). Teachers will be provided with a completed rubric for signature at the post-observation conference. Teachers may provide a written rebuttal within ten (10) school days after notification that the rubric is complete. Administration will provide a written response to the rebuttal within (5) school days.

Informal Observation and Classroom Walkthrough Procedure

Both Informal Observations and Walkthroughs are formative assessment processes that focus on one or more of the following components and result in brief written notes or a summary checklist in eTPES and/or McRel:

A. Evidence of planning;
B. Lesson delivery;
C. Differentiation;
D. Resources;
E. Classroom environment;
F. Student engagement;
G. Assessment; or
H. Any other component of the standards and rubrics approved for teacher evaluation.

The Informal Observation

The Informal Observation shall consist of at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes, in duration and (1) conference (optional). Teachers shall receive feedback within (10) school days of the Informal Observation. Teachers may provide a written rebuttal within ten (10) school days after notification that the checklist is complete. Administration will provide a written response to the rebuttal within (5) school days.

The Walkthrough

The Walkthrough shall consist of at least five (5) consecutive minutes, but not more than ten (10) consecutive minutes, in duration. The teacher shall be provided access to walkthrough feedback within three (3) days following the walkthrough.

A classroom walkthrough is a:

A. tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
B. process for giving targeted evidenced-based feedback to teachers; and
C. means for evaluators to visit classrooms more frequently and more purposefully.

A classroom walkthrough is not a(n):

A. Formal/Informal observation;
B. "Gotcha" opportunity for supervisors or evaluators;
C. Isolated event; or
D. Shortcut to the observation protocol required as part of the teacher evaluation process.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES) which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively[1];

A2. Teachers instructing in value-added courses, but not exclusively[2];

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

C. Teachers instructing in areas where no teacher-level, value-added, or approved vendor assessment available.[3]

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process to the extent set forth in this handbook and the Collective Bargaining Agreement. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in this handbook and the Collective Bargaining Agreement.

1 The student academic growth factor of the evaluation (i.e., fifty percent [50%]) shall be based thirty-five percent (35%) on the value-added progress dimension and fifteen percent (15%) shall be based on SLO pre/post test.

2 For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

3 If used, only one (1) "shared attribution" measure can be utilized per Instructor. When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in this handbook and the CBA. Student Growth Measures may be comprised of SLOs, and/or non-Value-Added vendor data.
An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in this handbook and the Collective Bargaining Agreement.
Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of five (5) levels of student growth:

A. Most Effective (600 points) = 5
B. Above Average (400 points) = 4

C. Average (300 points) = 3
D. Approaching Average (200 points) = 2
E. Least Effective (0 points) = 1

Student Growth Measures (SGM)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than October 15th.

A. The BLT shall review all submitted SLOs.

B. Any SLO that is rejected by the BLT or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies with a timeline for approval of all initial and corrected SLOs by November 1st.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs. By May 1 teachers should complete the final submission form and meet with the evaluator to discuss attainment of his/her SLO.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the BLT review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three (3) consecutive years of SGM data from the same grade level, subject matter, and/or age level (i.e., no sooner than the 2016-2017 school year).

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (i.e., inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education. A teacher's summative evaluation rating will be determined through compilation of all essential records reported to eTPES.

Response to Evaluation

The teacher may, within ten (10) school days following the receipt of an evaluation report, submit a written rebuttal not to exceed five (5) pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records or submitted to the Board for its consideration.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, as converted to the scale as established by the Ohio Department of Education above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the Teacher Evaluation Form.

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the Teacher Evaluation Form.

C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Teacher Evaluation Form.

D. When an educator makes less than average growth with his/her students, or who has Ineffective ratings in any area of performance or who has an overall Ineffective performance rating may have an Improvement Plan.

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions (i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers).

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the language of the Collective Bargaining Agreement between the Board and the Grand Valley Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Grand Valley Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226
R.C. 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)
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