

AGREEMENT
BETWEEN
VALLEY VIEW TEACHERS ASSOCIATION
AND
VALLEY VIEW LOCAL SCHOOL BOARD

EFFECTIVE
JULY 1, 2017
THROUGH
JUNE 30, 2019

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PREAMBLE

The Valley View Local Board of Education (hereinafter referred to as the “Board”) and the Valley View Teachers Association (hereinafter referred to as the “Association” or VVTA), enter into this Agreement as hereinafter set forth, based on the respective obligations and liabilities of the parties.

Because of the above, it is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the School District.
- B. The Superintendent and his/her staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences should be resolved peacefully through negotiations and/or the grievance procedure without interruption to the school program.

ARTICLE 1

BOARD RIGHTS

1.01 The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement; and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the School District conferred and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the instructional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, discipline, or their dismissal or demotion; and to promote and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to Board policy.

D. To determine job schedules, the hours of employment, level of the work force, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

1.02 The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE 2

RECOGNITION and BARGAINING PROCESS

2.01 The Board recognizes the VVTA/OEA/NEA as the sole and exclusive representative to the certificated/licensed teaching staff. The certificated/licensed teaching staff as used herein shall include all full-time and regular part-time teachers, tutors, speech and hearing therapists, nurses, counselors, and certified librarians. Substitute teachers, school psychologists, confidential, supervisory and managerial employees shall not be included for purposes of recognition.

2.02 The term “teacher” as used in this Agreement shall include all those certificated/licensed persons over whom the Association has recognition rights.

2.03 Bargaining Process

1. Negotiations for a successor Agreement shall begin with a “Notice to Negotiate” filed with the other party to this agreement and with the State Employment Relations Board between March 1 and March 30 (dates may be adjusted if mutually agreed). Following such notice the parties shall meet within ten (10) days, or at a mutually agreed time to determine the dates and ground rules for the upcoming negotiations. Negotiations for the successor Agreement will begin no later than the first full week in May. The parties will meet at mutually agreed upon times. Neither party shall be permitted to bring up any additional issues or proposals following the initial exchange of issues/proposals, except by mutual agreement of both parties.

2. The following alternate dispute settlement procedure shall replace ORC 4117.14(C) (2) through 4117.14(D) (1) as provided for under O.R.C. 4117(C) in the negotiations for a successor Agreement.

In the event agreement is not reached after forty-five (45) days from the onset of negotiations or until the Association and Board declare that an impasse has been reached concerning unresolved proposals under negotiation, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request.

The parties agree to meet at the call of the mediator assigned. The mediation process shall last for a minimum of thirty (30) days or until the expiration date of the Agreement, whichever is less. If settlement has not been reached, the Association will have the option of exercising available rights outlines in ORC 4117.14(D) (2).

Both parties agree that this mediation procedure is the final step in negotiations.

- 2.04** Agreement shall be considered reached only upon proper ratification by both the Board and the Association of the terms and conditions negotiated. The tentative agreement will be presented to both parties for a vote within thirty (30) calendar days of the tentative agreement being reached.

ARTICLE 3

ASSOCIATION RIGHTS

- 3.01** Teachers shall have the right to organize, to become members of an association, to choose representatives and to participate in professional negotiations, through said representatives, with the Board or its representatives.
- 3.02** There shall be no reprisal against any teacher by reasons of his/her membership or non-membership in the VVTA or for participation or non-participation in any of its activities. It shall be the responsibility of the Association member to substantiate claims of reprisal with documentation of such within five (5) working days after the alleged incident of reprisal.
- 3.03** The VVTA shall have the right to post notices of its activities and matters of Association concern on bulletin boards in the teachers' workroom or lounge area.

- 3.04** The Valley View Teachers Association will be permitted, with the prior notification to the building administrator, to make brief announcements concerning Valley View Teacher Association activities over the P.A. system.
- 3.05** The Valley View Teachers Association will be permitted, with the prior approval of the administration and with completion of the appropriate forms, to use the school building at reasonable times for meetings provided that when special custodial services are required, the Board shall make the usual charge therefor.
- 3.06** The Association may use the teacher mail boxes/email for communication to its membership so long as the use of such service does not impose additional costs to the Board.
- 3.07** The Valley View Teachers Association President shall be provided an electronic copy of the Board Meeting Agenda and Attachments prior to the Board meeting. If the Agenda and the Attachments are mailed out in advance to Board members, then copies will be provided to the VVTA President at the same time as sent to Board members. A copy of the Board Agenda will be placed in the teacher workroom of each building, at the same time it is supplied to the Association President. The parties understand that this Article is intended to encourage timely communication, and that the failure to provide the Board Meeting Agenda and/or Attachments shall not constitute a basis for invalidating any Board action.
- 3.08** Any Association member may, at any time prior to October 1, sign and deliver to the Board offices an assignment authorizing deductions of membership dues and assessments of the Association (including NEA and OEA). Said authorization will continue year to year unless the member gives written notice of intent to cancel a previously authorized deduction signed by the Association member and given to the Association President and Board Treasurer. The deduction of membership dues shall be made from each paycheck for eighteen (18) pay periods beginning with the first (1st) pay in October of each year. The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this Section.
- 3.09** The VVTA President shall be furnished, on request and at the Association's cost, if any, all non-confidential documents, reports, and records required to be kept by the School District as a matter of law.

- 3.10** The VVTA President shall be granted a maximum of five (5) minutes on the agenda of the first faculty meeting to greet teachers and invite their participation in Association activities.
- 3.11** At the request of either party, the Administration and representatives of the Association shall meet at a mutually convenient time to discuss mutual concerns and problems. The party making the request will submit an agenda at the time the request is submitted.
- 3.12** The Board shall authorize up to a maximum cumulative amount of six (6) days of absence for the entire association, without loss of pay per year (September 1 – August 31) to teachers who are chosen to represent the Association, or who otherwise participate, at hearings of grievances, unfair labor practices, and fact-finding (under O.R.C. 4117), or who are chosen to serve on programs or in an official representative capacity at NEA or OEA meetings, conferences, or conventions, if such hearings, meetings, conferences, etc. are scheduled during a work day. No more than two (2) teachers may utilize this leave on the same day. The six (6) total days shall be the maximum total days available for all such hearings, programs, conferences, etc., regardless of the number of employees involved. Such leave may not be used for other meetings, conferences, or any other teacher organizations. Such leave may be taken in increments of one-half 1/2 days. As a condition of this leave, a request for use of this leave must be submitted by the President of the Association, to the Superintendent or the Superintendent's designee, not less than five (5) work days prior to intended use. In addition to the foregoing, the Board shall authorize up to two (2) days of absence, without loss of pay, per year (September 1 – August 31) to the Association President(s) for purposes of building visits. Such leave by the Association President(s) may be taken in increments of one-half (1/2) days.

ARTICLE 4

TEACHER CONTRACTS

- 4.01** The regular teaching year shall consist of 184 work days (185 work days for teachers newly hired by the Board).
- 4.02** The regular teaching day shall consist of no more than seven and one-fourth (7 1/4) consecutive hours, inclusive of a thirty (30) minute duty-free lunch.

4.03 Calamity Days

When the Superintendent decides to close the school because of a calamity or emergency, the following procedures shall apply:

1. The first five (5) calamity days of any school year shall not be made up and are without any loss of wages or fringe benefits.
2. Calamity days six, seven and eight (6, 7, 8), individual teachers shall prepare blizzard bag/e-Day lessons.
3. Teachers are not required to report to school on calamity days six (6) through eight (8), but shall be available via email or other form of communication for questions regarding the assignments. Days 6, 7 and 8 are considered work days.
4. Beginning with calamity day nine (9) and beyond, teachers are to report to school. Staff is to report at 9:30. This gives the maintenance department a chance to clean off parking lots. Staff is expected to stay until 2:30. Teachers will work in rooms, meet with the administrator, and/or have PD sessions. If a staff member is unable to get to school, they should notify their administrator and arrange to make up this time.

4.04 Teachers having a standard provisional teaching certificate, its equivalent or a higher level of certification or licensure from the Ohio State Department of Education, shall be issued individual regular contracts as follows:

- A. Upon initial employment and the succeeding two (2) years, a teacher shall be issued one (1) year limited contract for a total of three (3) one-year contracts.
- B. After three (3) years of continuous employment and thereafter, the Board will offer a teacher a three (3) year limited contract.
- C. If the Board of Education believes that the teacher's performance does not warrant a multi- year contract as required above, the Board may interrupt the sequence of contracts set forth above and issue a one year contract.
- D. Issuance of Contracts: Written contracts shall be issued to each teacher, which will include the following information:

1. Type of Contract (a limited or continuing).
 2. If limited, the dates covered by the Contract.
 3. Provision for signatures of teacher and Board President and Treasurer, with dates of signatures.
- E. Contract/salary notification will be sent to teachers no later than five (5) working days prior to the first day of school. Issued with the regular contract will be notice of tentative assignment (building, general subject, or grade level).

4.05 The Board may alter the sequence of limited contracts set forth in Section 4.03 above by offering a teacher up to two (2) additional one (1) year limited contracts when a teacher becomes eligible for a three (3) year limited contract. Said alteration shall be based on the recommendation of the Superintendent. A teacher shall be issued no more than five (5) one (1) year limited contracts.

4.06 Qualifications for continuing contract are determined by applicable provisions of the Ohio Revised Code.

A teacher who becomes eligible for a continuing contract at the end of or during a three (3) year limited contract may submit a request for consideration for continuing contract, no later than September 15 of any contract year. Recommendation for such continuing contract may be made by the Superintendent, and a recommendation, if made, may be accepted or rejected by the Board. Any failure to make a recommendation for continuing contract status, or any failure by the Board to grant continuing contract status, shall not be made the subject of a grievance and shall not be processed as such.

Failure to provide this notification may constitute a waiver of any claims, statutory rights, or a continuing contract by operation of law. This provision supersedes and replaces, where applicable, those requirements and provisions of Ohio Revises Code, sections 3319.08 and 3319.11.

4.07 Any teacher employed under a supplemental contract will be notified, if possible, by June 1 of each year if the Administration does not plan to recommend employment for the following school year. A posting of known vacant positions will be made by June 15. Postings for supplemental openings shall remain for a period not less than three (3) days.

4.08 Teachers entering the Valley View system after July 1, 1988, shall receive a maximum of ten years experience credit on the salary schedule for years of experience in accredited schools based upon their experience.

The Superintendent has discretion to grant experience credit on the salary schedule for a new hire that has more than ten (10) years of experience up to fifteen (15) years. Military service may be included as part of the ten (10) years. Teachers having completed college courses which would allow movement from one salary column to another must have verifying documentation submitted to the Superintendent no later than September 15th to receive placement on a higher column for the first semester and by January 30th to receive placement on a higher column for the second semester. Failure to submit an official college transcript by October 15, or March 1, whichever is applicable, will result in the teacher being returned to the previous salary column retroactively.

- 4.09** Teachers who have a position that requires the performance of regular teaching duties for more than the number of days in the regular teaching year shall be paid for such additional time on a per diem rate of their regular teaching salary for the additional days. Said per diem rate shall be based on the salary schedule in effect at the time the service was performed. Said amount of compensation and basis of determination of same shall be a part of the annual salary notification if applicable.
- 4.10** Each teacher shall be provided a planning time during the regular teaching day. Said planning time shall be for a time equal to a regular period of instruction.
- 4.11** Termination of a teacher's individual contract shall be in accordance with Section 3319.16 of the Ohio Revised Code.
- 4.12** If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article and only the conditions set forth in this article shall apply to the employment of these individuals:
1. The salary to be paid to the retired teacher shall be set at zero (0) years to no more than ten (10) years on the applicable salary schedule. This provision shall supersede and replace Chapter 3317 of the Ohio Revised Code and any other law of the State of Ohio with which it is in conflict.
 2. Individuals employed pursuant to this provision shall be eligible for any of the insurance plans offered by the Board of Education if they request it.
 3. Teachers employed pursuant to this provision shall receive one year limited contracts which shall automatically expire at the end of the school year. It shall not be necessary to non-renew these contracts if employment is not offered to the affected teacher for the

following school year his/her employment shall automatically be terminated. This provision shall supersede and replace Sections 3319.11 and 3319.111 of the Ohio Revised Code and any other provision of Ohio law with which it may be in conflict.

4. Retired teachers shall not be eligible to receive nor shall they receive continuing contracts regardless of their years of service or license held. This provision shall supersede and replace 3319.11 of the Ohio Revised Code and any other law of Ohio with which it is in conflict.
5. Retired teachers employed pursuant to this provision are not entitled to and are not eligible to receive any severance benefits pursuant to this contract.
6. Retired teachers employed pursuant to this provision shall be the first employees to be laid off pursuant to Article 6 of the contract prior to regular employees of the Board.

ARTICLE 5

VACANCIES AND REASSIGNMENTS

- 5.01** A vacancy occurring during the work year shall be filled on a temporary basis for the remainder of the school year. Positions filled in this manner shall be posted as vacant for the following school year as well as any other vacancies which become known for the following school year. Notice of vacancies shall be sent via email to all unit members. The notice shall outline qualifications and deadlines for applications. All applications shall be sent to the Superintendent. A teacher who is qualified for the position and who submits a written request for an interview shall be granted an interview as long as the time constraints outlined in the announcement are met. Vacancies posted after July 10 will not be filled until at least five (5) business days have passed following transmittal of email notice to unit members. Teachers who have a written transfer request on file with the Superintendent for the position posted shall be contacted by the Superintendent at the telephone number made available by the teacher for that purpose. If the teacher does not respond to the telephone notification, the position may then be filled in the discretion of the Superintendent.
- 5.02** A reassignment is a change of subject area, grade level or building. Any employee desiring a change in assignment shall request such reassignment in writing and forward such request to the Superintendent. Notice of administrative reassignment will be given to employees as soon

as possible. A meeting between the bargaining unit member, receiving principal, and Superintendent will occur before the transfer takes place to discuss a plan of action. The teacher may also request a representative of VVTA to be present at the conference. No bargaining unit member shall be involuntarily transferred to an area outside of those certified.

- 5.03** When administrative reassignment is necessary, volunteers shall receive first consideration. If there are no acceptable volunteers, the principal and/or Superintendent will make a determination based upon the needs of the District, relative proficiency, training, certification (licensure) and seniority. The teacher(s) involved will have an opportunity to discuss the reassignment with the applicable administrator.
- 5.04** The administration shall circulate a planning survey prior to March 1, to allow employees to indicate their interest in any vacancies or reassignments that may occur. This will not be construed to replace the written request in 5.02 above or to obligate the Superintendent to assign any particular person to an indicated position.
- 5.05** If a transfer/reassignment is made during the course of the school year, the teacher will be provided two (2) business days to affect the transfer/reassignment.
- 5.06** If an involuntary transfer/reassignment to a new classroom or building is made for the beginning of the next school year, the teacher will be provided one (1) day at their daily rate to affect the transfer/reassignment.

ARTICLE 6

REDUCTION IN FORCE

- 6.01** When, by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial reasons, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may make reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent.
- 6.02** The Superintendent shall give ten (10) days advance notice to the Association President of his/her intent to make recommendations regarding reductions in force prior to making any such recommendations to the Board for action.

6.03 Natural attrition, meaning resignations, retirements, and leaves shall be considered in achieving any necessary staff reduction.

6.04 Reductions needed beyond the number resulting from attrition will be accomplished by suspending contracts then in effect. For each teaching field affected, the order of contract suspension shall be as follows:

- A. Retired, rehired teachers (regardless of final summative evaluation rating);
- B. Limited contract teachers with an ineffective final summative rating;
- C. Continuing contract teachers with an ineffective final summative evaluation rating;
- D. Limited contract teachers with a developing final summative evaluation rating;
- E. Continuing contract teachers with a developing final summative evaluation rating;
- F. Limited contract teachers with a skilled final summative evaluation rating;
- G. Continuing contract teachers with a skilled final summative evaluation rating;
- H. Limited contract teachers with an accomplished final summative evaluation rating;
- I. Continuing contract teachers with an accomplished final summative evaluation rating.

For purposes of implementing reductions in force that take effect during the 2014-2015; 2015-2016 and 2016-2017 contract years only, all teacher evaluations shall be deemed comparable, with the exception of teachers whose teaching performance on his/her summative evaluation rating is "Ineffective".

If a teacher whose contract is suspended due to a reduction in force is qualified for another position(s) in the District, the process set forth in Section A. through I. above will be repeated. It is possible the process will repeat multiple times until the teacher whose contract is suspended is ultimately determined.

- 6.05** If two or more teachers have comparable evaluations, then the teacher with the earlier date of hire is retained.
- 6.06** Non-renewal of teachers holding limited contracts for any reason other than as outlined in 6.01 above shall not be considered a reduction in force.
- 6.07** For three (3) years following the suspension of his/her contract, a teacher with a final summative rating of developing or better on the recall list shall have the right of restoration of service within the certificated area(s) for which such teacher is qualified. The order of recall shall be based upon the teacher's final summative evaluation rating, if and when a teaching position becomes vacant or is created. Seniority will govern the order of recall when the teachers' final summative evaluation ratings are comparable.
- 6.08** Teachers on the recall list shall keep their current address and telephone number on file with the Treasurer. Teachers who do not respond to a notice of recall within seven (7) days of the mailing of said notice and after a telephone call contact of said notice is attempted at the last telephone number left with the central office by the teacher, that teacher shall forfeit any right to recall under the contract. A teacher notified of recall to a position during the school year may turn down the first offered position without forfeiting his/her right to recall at a later date for the start of the school year.
- 6.09** Annually, in the month of November, the Board will provide the Association President with a copy of the current seniority list of teachers. Said list will include dates of initial continuous hire, and area(s) of certification for each teacher on file with the Board.
- 6.10** Certificated areas must be on record in the teacher's personnel file by March 1 of any school year.
- 6.11** When used in this Article, seniority is defined as years of continuous employment with the School District.
- A. Continuous employment shall include all time on sick leave, all time on Board-approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum, of five (5) years, and all time during suspension or non-renewal for reduction in teaching staff reasons if the teacher is reinstated.
- B. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the teacher was on such unpaid leave will not be counted in total years of service in determining seniority right hereunder.

- C. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal for non-reduction in teaching staff reasons or termination of contract.
- D. A seniority list shall be established for all current bargaining unit members according to their type of contract (limited or continuing) with their areas of certification and their years of teaching in the district.

Ties in seniority shall be broken as follows:

- (a) date of employment by the Board;
- (b) a flip of coin with the affected parties and the Association President at the flip.

ARTICLE 7

PAYROLL PROCEDURES

7.01 There shall be twenty-four (24) equal pay periods which shall be paid on the fifth (5th) and twentieth (20th) of each month. The first pay for the school year will be on September 5 and the last pay will be on August 20. When a payday falls on a holiday or on a weekend, the pay will be made on the preceding work day.

7.02 Supplemental salaries shall be paid in a lump sum as follows:

Fall --	Second pay in November
Winter --	Second pay in March
Spring --	Second pay in June
Year Long--	Second pay in June

Failure of the unit member to comply with administration's directives to take inventory, return all equipment, and to otherwise complete the close-out process for the supplemental contract may result in discipline and/or Board action to not renew the unit member's supplemental contract.

7.03 The teachers shall be paid by direct deposit. Direct deposit will be made into either a checking account or savings account as designed by each teacher. Notification of payroll deposit shall be made by electronic mail.

7.04 Deductions shall be made for unauthorized absences, federal, state and local taxes required by law, and the teacher's share of the retirement contribution. Deductions may be made upon the request of the teacher for the Teacher's Credit Union, United Way, approved tax-sheltered annuities,

professional dues, income protection, political contributions, and health insurance. The Treasurer is authorized to make available all Association dues deductions to the Association Treasurer within five (5) days after such deductions are made. The Association will indemnify and save the Board harmless from any and all claims arising out of dues deductions by the Board in reliance upon authorization presented by the Association.

The Board and its agents shall not be liable for any errors or omissions by the clearing house bank or the depository of said funds.

ARTICLE 8

PROFESSIONAL PERSONNEL RECORDS

- 8.01** There shall be one official personnel file for all unit members maintained in the Central Administration Office. Personnel records may include without limitations, the following:
- A. Application for employment.
 - B. Copy of latest contract, properly signed.
 - C. Copy of latest salary notice.
 - D. Medical examination form.
 - E. Current Ohio teaching certificate for subject area.
 - F. Teacher's Experience Record.
 - G. Personal and professional data form.
 - H. Transcript of college credits showing the official record of degree granted, original of certified copy.
 - I. Record of military service.
 - J. Teacher evaluations.
 - K. Other documentation properly placed in the file.
 - L. Acceptable use policy for computers.
- 8.02** A teaching staff member shall be notified of intent to place in the personnel file any material concerning the conduct, performance or

character of the teaching staff member and shall be provided a copy of such material prior to its being placed in such personnel file.

- 8.03** The teaching staff member shall be provided a copy of the material and acknowledge receipt of a copy of the material by signing the original of the document prior to placing the material in the teacher's file. If the teaching staff member refuses to sign the document, such refusal shall be noted on the material and the original may then be filed in the personnel file of the teacher.
- 8.04** Signature of a teaching staff member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teaching staff member. The teaching staff member shall also have the opportunity to reply to any such material in a written statement to be entered in the personnel file attached to the material replied to.
- 8.05** Such reply must be presented to the building principal who shall sign it, acknowledging reading the reply. Such signature shall not indicate agreement by the principal with the content of the reply.
- 8.06** Any material placed in the file shall be signed and dated by the person directing its placement in the file.
- 8.07** Anonymous letters or materials, student complaints, and parent complaints outside the Formal Complaint Procedure shall not be placed in a professional staff member's file, nor shall they be made a matter of record.
- 8.08** Teaching staff members shall be entitled to a copy, at their expense, of any material in their files.
- 8.09** Teaching staff members may periodically review their personnel files. The Superintendent or his/her designated representative shall be present during such review. At such time the teaching staff member and Superintendent may mutually agree to remove materials from the file.
- 8.10** After a period of five (5) years, any disciplinary action of record shall be removed from an employee's personnel file, provided said teacher has not received any discipline in the intervening sixty (60) month period. Provided however, a disciplinary action of record may be removed from an employee's personnel file in less than five (5) years if the superintendent and the teacher involved mutually agree to the removal.

ARTICLE 9

TEACHER PROTECTION

9.01 Complaints Against Teachers

- A. Regardless of what level of a complaint is made against a teacher, said complaint shall be referred to the teacher's building principal. Such referral shall include any complaints made at a public Board meeting. The principal shall immediately notify the teacher in writing that a complaint was made, the nature of the complaint and the identity of the complainant.
- B. Action regarding a complaint shall proceed through the following steps:
 - 1. If requested by the complainant or the teacher, a meeting involving the teacher, the principal and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet, such fact shall be documented and conveyed to the teacher in writing. This procedure shall not apply to complaints of inappropriate contact with a student, bullying, harassment, discrimination or other matters that are to be reported to law enforcement, Children Services or the Ohio Department of Education's Office for Professional Licensure.
 - 2. If it is not resolved at that level, it may be appealed to the Superintendent of Schools or his/her designate.
 - 3. If it is still unresolved, it may be appealed to the Board of Education.
- C. In each of the steps above, the teacher, the parent, the principal, the Superintendent or his/her designee, or the Board of Education may request, and be accompanied by counsel and/or a representative of his/her choosing. Conferences regarding such complaints shall be in private.
- D. Anonymous complaints will not be made a matter of record.

9.02 Student Discipline

Beginning with the 2014-15 school year, the Board will implement procedures to notify teachers of the building administration's response to a teacher's disciplinary removal of a student from the classroom.

9.03

Respect

The Board has adopted policies and administrative guidelines that provide protections to teachers who believe they have been subjected to a hostile or offensive work environment, discrimination, unlawful harassment and other forms of misconduct. Such policies and administrative guidelines may be accessed online at www.valleyview.k12.oh.us.

ARTICLE 10

PROFESSIONAL EVALUATION PROCEDURE

10.01

A standards-based teacher evaluation program which conforms to the framework for the evaluation of teachers, as approved by the State Board of Education, has been implemented by the parties. The Board's policy for teacher evaluation was developed in consultation with teachers and aligns with the *Standards for the Teaching Profession* as set forth in state law. The Board and Association agree to implement the Ohio Teacher Evaluation System (OTES) Performance Rubric as the tool to be used to evaluate teacher performance.

10.02

Definition of "Teacher"

Notwithstanding ORC 3319.09, this Article applies to District employees who meet one of the following categories:

- A. A teacher working under a license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing students instructions; or
- B. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing student instruction; or
- C. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of hi/her time providing student instruction.

10.03

Assigning an Effectiveness Rating

- A. Each formal evaluation will result in an effectiveness rating in accordance with the State Board of Education Framework. An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher

performance and fifty percent (50%) will be attributed to multiple measures of student growth. The teacher effectiveness rating will be assigned in accordance with the OTES framework.

Each teacher will be evaluated using multiple factors from the following categories (as weighted):

B. Student Growth Measures (50%)

1. Student academic growth will be measured through the inclusion of value-add data (or alternative student academic progress measures if adopted by ODE).
2. The District may administer ODE-approved vendor assessments for teachers of subjects where value-added scores are not available.
3. For those grades/subjects in which neither value-added data nor vendor assessment data are available, the District may use LEA-determined measures such as:
 - a. Student Learning Objectives (SLOs): District-approved, locally developed assessments, in accordance with state law and State Board of Education requirements.
 - b. Shared attribution: District/Building value-added (recommended if available)
 - c. Teachers who do not have the minimum number of students required by law to qualify for SGMs will be evaluated on the OTES rubric only.

In calculating student academic growth for an evaluation, a student shall be excused per state law and regulation.

C. Teacher Performance (50%)

Factors considered in assessing teacher performance may include: student rapport, positive learning environment, mastery of academic content, appropriate implementation of instructional and assessment strategies, collaboration and communications with school/District staff, professional responsibility and growth, and any other factors set forth in the OTES evaluation instrument to calculate teacher performance on standards, as such instrument may be amended from time-to-time.

- D. The teacher effectiveness rating will be assigned in accordance with the OTES framework.
- E. Each evaluation will consist of at least two (2) formal observations of the teacher, each lasting at least thirty (30) minutes in duration, as well as classroom walkthroughs.
- F. Each teacher shall be evaluated at least once each school year, except as otherwise provided by law and this Article. The evaluation will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.

10.04 Observations and Evaluations of Teachers Receiving a Rating of “Accomplished or “Skilled”

- A. The Board may evaluate each teacher who received a rating of “accomplished” on the teacher’s most recent evaluation conducted under this Article once every three school years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by ODE. In any year that a teacher is not formally evaluated as a result of receiving a rating of “accomplished” on the teacher’s most recent evaluation, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.
- B. The Board may evaluate each teacher who received a rating of “skilled” on the teacher’s most recent evaluation conducted under this Article once every two years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by ODE. In any year that a teacher is not formally evaluated as a result of receiving a rating of “skilled” on the teacher’s most recent evaluation, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

10.05 Evaluations of Teachers Who Are On Leave Or Retiring

The Board may elect not to conduct an evaluation of a teacher who: 1) was on approved leave for fifty percent (50%) or more of a given school year; or 2) has submitted notice of retirement on or before December 1st of the school year the teacher intends to retire.

10.06 **General Provisions**

- A. The purpose of the teacher evaluation program is to:
 - 1. improve the quality of instruction that students receive;
 - 2. improve student learning;
 - 3. strengthen professional competence; and
 - 4. inform employment decisions (retention, promotion, and removal of poorly performing teachers).

- B. The substance of an evaluation shall not be subject to the grievance process.

10.07 **Peer Assistance**

If an evaluator assigns a peer to assist a teacher on a professional improvement plan, the teacher-peer may be provided release time, as necessary, for this purpose. Teacher-peers will also be eligible to earn CEU's for time spent providing peer assistance. Teacher-peers shall serve on a rotating voluntary basis.

10.08 **Observation and Evaluation Timelines**

- A. The Board and Association agree that the timelines and procedures for matters involving Training, Self-Assessment, SLOs, Observations and walkthroughs are memorialized in Addendum G attached to the Agreement. The timelines set forth in Addendum G shall be modified if any event in the teacher evaluation procedure cannot be adhered to because a teacher or evaluator is unavailable because of absence, approved leave or other extenuating circumstances. The event in the teacher evaluation procedure shall generally be completed within the same amount of time that the teacher and/or evaluator was not available for these reasons (*i.e.* if an evaluator/teacher is absent or unavailable for five (5) work days, the event in the teacher evaluation procedure shall generally be conducted/completed within five (5) work days of the evaluator's/teacher's return to work.)

- B. When an evaluator has, in good-faith, scheduled an event in the Performance Flow Chart (set forth in Addendum G), and has notified the teacher of the date of the event, the failure to conduct the event within the stated timeline shall not constitute grounds to grieve an observation, walkthrough, overall performance

evaluation, or job action taken in consideration of the results of a teacher's evaluation(s). To this end, the teacher and evaluator shall work cooperatively to adhere to the events and timelines in the Performance Flow Chart.

- C. Upon mutual agreement of the teacher and evaluator, any pre-conference or review of a teacher's professional growth plan in the Performance Flow Chart may be conducted through electronic communication.

10.09 **Credentialed Evaluators**

- A. The Board will adopt a list of approved credentialed evaluators comprised of building administrators. In the unlikely circumstance that the building administrator is not assigned as a teacher's evaluator, the teacher shall meet with the Superintendent to discuss this option. Each teacher evaluation conducted under this Article shall be conducted by a person who is eligible to be an evaluator in accordance with state law and ODE regulations.
- B. In the event a teacher performs work under the supervision of more than one credentialed evaluator, only one credentialed evaluator shall be designated as the teacher's evaluator.

10.10 **Retention, Promotion and Removal Decisions**

The Board may consider evaluations in making retention, promotion and removal decisions. For purposes of this Agreement, the term "removal" shall mean termination for good and just cause pursuant to R.C. 3319.16.

- 10.11** This Article does not apply to teacher supplemental contracts, teachers employed as substitutes, or to any person employed under a teacher license/certificate that spends less than fifty percent (50%) of his/her time providing student instruction.

10.12 **Evaluation Committee**

An Evaluation Committee comprised of an equal number (not less than four -one from each building) teacher members appointed by the Association and administrative members appointed by the Superintendent shall annually review the evaluation procedures and evaluation instrument. The evaluation procedure will be in conformance with the Ohio Teacher Evaluation System (OTES).

- A. Teacher members of the committee will receive release time for committee work and training.

- B. Minutes of meetings will be distributed to committee members, Association President and Superintendent seven (7) working days following committee meetings.

During the term of the contract any changes to the terms of Article 10 that are mandated by the General Assembly will be subject to a Memorandum of Understanding and ratification by both the Board and the Association as required by Ohio Revised Code 4117.

10.13 **Due Process**

- A. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report which will be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
- B. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending non-renewal or termination for deficiencies in job performance.

10.14 **Evaluation of School Counselors**

The Board agrees to evaluate its school counselors in accordance with the law and the Ohio School Counselor Evaluation System (OSCES), as such laws and governing regulations may be amended from time-to-time. All timelines, procedures and rights outlined for teacher evaluations in Article 10, Sections 10.9 and 10.13 shall apply to school counselor evaluations.

For the metrics of student outcomes, each school counselor shall pre-determine, with their evaluators, which metrics will be used for their evaluation.

ARTICLE 11

IN-SERVICE PROGRAMS

11.01 If a teacher is requested to attend an in-service program a stipend equal to one day of substitute pay per day or \$10.00 per hours, if less than four (4) hours, will be paid to compensate for time outside the contractual day.

11.02 Substitutes shall be provided for Intervention program teachers to test students, conference with specialists or write IEP's. The times and dates

will be at the option of the teacher with the approval of the school psychologist and school principal.

- 11.03** Teacher input will be requested to help plan the program for scheduled in-service days for the Valley View Local School District.

ARTICLE 12

SCHOOL CALENDAR

- 12.01** The VVTA shall appoint at least four (4) representatives to the District's calendar committee. The district may have an equal number of representatives.
- 12.02** The Board will establish the official calendar for the District.

When calendar revisions are necessary, VVTA will be given not less than a ten (10) day notice of any intent to submit a recommended calendar revision to the Board. The VVTA may submit a recommended calendar revision within the said ten (10) day period to the Superintendent.

ARTICLE 13

COVERAGE OF CLASSROOMS AND STUDENT SUPERVISION

- 13.01** In the event qualified, certificate/licensed substitutes are not available, or an emergency arises during the school day, teachers will be assigned by the principal to cover classes or accept additional students into their classroom from that of an absent teacher, when substitutes are not used. The principal shall maintain a list of teachers available for substitution during their conference period. The principal shall assign teachers to cover such classes or accept additional students into their classroom, first to volunteers, and thereafter on a rotating and equitable basis. The principal may consider and assign any certificate/licensed employee to cover such classes.
- 13.02** A teacher will be paid \$35 per day if he/she accepts an administrator's request to temporarily add students into their class who are assigned to another teacher. This amount shall be prorated based on actual time worked, rounded to the nearest quarter hour, for those unit members who take students for less than a full instructional day. Forms will be made available for unit members to apply for compensation under this Article.

ARTICLE 14

GRIEVANCE PROCEDURE

14.01

A grievance is a complaint of an alleged violation, misinterpretation or misapplication of:

- A. The negotiated Agreement entered into between the Board and the VVTA, setting forth the understanding of the parties upon those matters negotiated.
- B. A grievance may be filed by the Association, an individual teacher, or a group of teachers having the same or similar premise giving rise to the grievance(s). Grievances may be initiated at Step III (Superintendent) if it involves teachers in more than one building. If a group grievance involves teachers at one building, it shall be initiated at Step II (Principal). Grievances shall be initiated at the lowest level at which it can be resolved.
- C. Except for layoffs/recalls, any action by the Board to terminate, renew or not renew the contract of any teacher, whether such teacher is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate, renew or not renew any such contract, shall not be deemed a grievance and may not be processed as such.
- D. A grievance shall not include a matter which is exclusively subject to initial jurisdiction of a state or federal administrative agency or any provision of this Agreement expressly exempted from this procedure, in part or whole.

14.02

Grievance Procedure:

Step I.

The grievant shall present the grievance orally to the immediate supervisor within twenty (20) calendar days after the grievant has knowledge or should have knowledge of the facts which give rise to the grievance.

Step II.

If the discussion does not resolve the grievance, the grievant shall present his/her grievance in writing by fully completing the prescribed Grievance Form I within seven (7) calendar days after the discussion in Step 1 and submitting it to the building principal.

No written grievance may be initiated after thirty-five (35) calendar days. The building principal or his/her designee will investigate the grievance, and the grievant may request a conference on the facts of the grievance. The request for conference will be noted on the form. Such conference will be held within nine (9) calendar days and the grievant may be represented at such hearing by a person of his/her choice. The building principal will reply in writing to the grievance or conference, whichever is applicable.

Step III.

If the answer of the building principal does not resolve the grievance, then the grievant may refer the grievance to the Superintendent or his/her designee by fully completing the prescribed Grievance Form II within seven (7) calendar days after receipt of the reply in Step II. The grievant may request a conference on the facts of the grievance. The conference shall be held within nine (9) calendar days and the grievant may be represented at such a conference by a person of his/her choice with an additional person in the capacity of observer for the Association. The Superintendent or his/her designee will reply, in writing, within nine (9) calendar days following receipt of the grievance or the grievance conference, whichever is applicable.

Step IV.

If the Superintendent or his/her designee's reply does not resolve the grievance, the Association may request arbitration in writing within nine (9) calendar days of the receipt of the Step III response.

14.03

Arbitration

- A. The Association may file for arbitration, and submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators experienced in public employment disputes from which the parties can select an arbitrator in accordance with the Voluntary Rules of the American Arbitration Association. The Board of Education and the VVTA shall equally share the fees and expenses of the arbitrator and any expense incidental to the arbitration proceeding. Each party will be responsible for the fees and expenses of its representatives.
- B. The arbitrator shall review the grievance and submit his/her decision to the parties. The arbitrator's decision shall be binding to all parties. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the language of the Negotiated Agreement and the arbitrator may consider only the specific

language of this Agreement. Only grievances as defined herein shall be subject to arbitration. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing the substantive issues or merits of a grievance.

- C. The Board shall take action on the arbitrator's decision at the next regularly scheduled Board meeting following the Board's receipt of the decision, provided the decision is received at least ten (10) days prior to such Board meeting.

14.04 **Miscellaneous**

- A. Individual grievants or group grievants within the same building have the right of only one (1) conference either at Step II or III. The grievant(s) shall decide at which Step to have the conference. Group grievances initiated at Step III have the right of a conference at that Step.
- B. If the Board administrators named herein to administer this grievance procedure should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next Step. Any grievance not referred to the next Step will be considered termination of the grievance.
- C. Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Only notations regarding a grievance settlement which require a change to an entry or record in a personnel file may be attached to that item in the file.
- D. Copies of grievance forms will be made available in all building principals' offices, and supplied on request to individuals or the recognized teacher organizations.
- E. No censure or other adverse action will be taken against any grievant or administrator participating in this grievance procedure.
- F. Time limits specified herein may be altered by mutual agreement of the parties in writing.

ARTICLE 15

MEETINGS

- 15.01** Each building principal may have a minimum of four (4) pre-scheduled meetings per year. Other means of communications may be used by

administration to share information with staff, thus allowing for a possible reduction in the number of meetings during the school year.

- 15.02** In conjunction with the first meeting of the year, each staff member will receive the proposed schedule of meetings and the written building rules and regulations.
- 15.03** The staff will be notified of any change in the meeting schedule at least forty-eight (48) hours in advance unless an emergency arises.
- 15.04** Agendas for all meetings shall be made available twenty-four (24) hours in advance.
- 15.05** Permission must be secured from the building principal to be absent from a meeting and only those teachers who have an emergency and/or other appointments that cannot be rescheduled will be excused.

ARTICLE 16

SICK LEAVE

- 16.01** All regular full-time and part-time teaching employees shall earn one and one-quarter (1-1/4) days of sick leave per calendar month, unless on leave of absence, for a total of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of three hundred sixteen (316) days. In the event an employee is eligible for disability retirement, the maximum number of sick days which that employee may utilize prior to going on disability retirement shall be one hundred eighty-seven (187) days.
- 16.02** Sick leave shall be granted to teachers for days absent due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the teacher's immediate family. Immediate family shall be defined as the teacher's mother, father, husband, wife, child, or mother and father-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, or any other relative of the teacher's household.
- 16.03** Up to five (5) days of sick leave may be granted for the death or serious illness of a near relative. A near relative shall be defined as the employee's, or employee's spouse's grandparent, grandchild, daughter-in-law, son-in-law, or any person of the teacher's household. Additional days may be granted on an individual basis with prior approval of the Superintendent or an appropriately licensed physician's statement.

- 16.04** Teachers shall notify their building principal and/or supervisor by 7:00 a.m. on the day of the absence. Failure to do so may result in the teacher not receiving credited pay for his/her absence.
- 16.05** Verification of illness shall be required by a brief statement on the form required by the Board of Education. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.
- 16.06** The previously accumulated sick leave of an employee who has been separated from employment in the public service of Ohio may be placed to his credit upon reemployment in the public service, provided such reemployment takes place within ten (10) years of the date of last termination from public service of Ohio.
- 16.07** Any unit member having used all available sick leave, at the beginning of each contract year shall be advanced five (5) days of sick leave. Any unit member or his/her immediate family member (as defined in this Article) who suffers a catastrophic illness or injury as verified by a medical professional may apply to the Superintendent for the advancement of up to ten (10) additional sick leave days per contract year. The Superintendent's decision on the application shall be final and not subject to the grievance procedure. Advanced sick leave days that are used shall be deducted at the discretion of the Board from sick leave accrued over the ensuing two contract years. Should the unit member separate employment while still owing the Board advanced but not earned sick leave days, then the Board shall deduct the remaining balance owed from the unit member's final paycheck. Further, the Board may pursue an action against the unit member should the Board be unable to recover these amounts through payroll deduction.

ARTICLE 17

PERSONAL LEAVE

- 17.01** All full-time employees of the Valley View Local School District may be granted a maximum of three (3) days personal leave per school year.
- 17.02** Personal leave may be taken for personal business that cannot be conducted outside contracted work hours on any day.
- 17.03** Personal Leave is subject to the following conditions:

- A. Personal leave may only be taken in full-day increments.
- B. The teacher must provide not less than five (5) work days advance notice.
- C. Personal leave may not be taken the day before or the day after a holiday, Christmas Break, Spring Break or during state testing days, in-service days, and parent-teacher conference days.
- D. Personal leave shall not be taken during the first three (3) weeks or the last three (3) weeks of the school year. Exceptions to A, B, C, and D are:
 - 1. **Emergencies**
Circumstances requiring immediate action (e.g., home maintenance, car failure, conditions preventing return from out of town, etc.). The teacher must state reason.
 - 2. **Court Appearance**
Subpoenaed appearance as a litigant or witness.
 - 3. **Death**
Of a close friend or relative not covered by sick leave policies.
 - 4. **Graduation**
Of the employee or employee's child (including step or foster), current spouse, parent (including step or foster), sister, brother, or other relative living in the teacher's household.
 - 5. **Marriage**
Of the employee or employee's child (including step or foster), parent (including step or foster), brother, sister, or other relative living in the teacher's household.
 - 6. **Award**
Attendance at events where a member of the immediate family is receiving an award or is a major participant.
 - 7. **Religious Holidays**
Religious observances required for adherence to religious tenets.

- 8. **Other Business Appointments**
Approved one (1) week in advance by Superintendent of Schools. The teacher must state the business appointment.
 - 9. **Transportation**
Of employees children (including step or foster) to and from school.
- E. No more than two (2) teachers per building may take personal leave on the same day.
 - F. Restriction regarding the use of personal leave may be waived by the superintendent or designee.

ARTICLE 18

COURT DUTY LEAVE

- 18.01** Teachers receiving summons for jury duty or subpoena that the employee is not a litigant must present the summons or subpoena to the applicable principal within forty-eight (48) hours of receipt of the summons or subpoena.
- 18.02** After absence for court duty, the teacher shall return any payment received from the court to the Board Treasurer and at the next regular pay period shall receive full payment of the regular salary for the day or days of excused absence for Court Duty Leave.

ARTICLE 19

PROFESSIONAL LEAVE

- 19.01** An employee of the Valley View Board of Education may receive compensation and expenses for days on which he/she is excused by the Superintendent or his/her designated representative for the purpose of attending professional meetings which are related to the goals established in the employee's performance evaluation and/or other professional goals as mutually identified by the teacher and principal, and for other travel necessary for the conduct of official School District business, in accordance with the following procedures:
 - A. Information about the activity which the employee wishes to attend is to be provided to his/her building principal for initial approval.

Once this approval is granted, the employee is to complete a request for professional leave through the employee kiosk. The principal is to receive the request for professional leave at least one week prior to the start of the activity.

- B. Once the building principal approves the request through the kiosk and the employee receives notification via email that this has occurred, the employee is to use the AESOP Program to secure a substitute to cover his/her duties during the period of absence.
- C. If the building principal does not approve the request, he/she shall indicate the reason for the disapproval on the request form through kiosk.
- D. The cost of attendance to an approved meeting shall be paid in part or total by the Board with prior approval of the Principal. Approved expenditures shall be equitably apportioned across requesting employees and kept within the yearly appropriated amount. Professional development paid for by special grants shall not be included in the equitable distribution of expenditures nor in the yearly appropriated amount. All costs for which reimbursement is requested shall be included in the appropriate place on the leave request form through the employee kiosk. Any request for reimbursement shall be a listing of expenses accompanied by paid invoices or proof of expenditure. Such requests for reimbursement shall be submitted to the Superintendent.

ARTICLE 20

PHYSICAL ASSAULT LEAVE

20.01 A physical assault and battery against a teacher while the teacher is engaged in the scope and course of his/her employment will be dealt with promptly. In cases of assault and battery by a student, the student code of conduct will be enforced.

20.02 Whenever, as a result of a physical assault or battery to a teacher, the teacher receives injuries which would entitle him/her to compensation under Chapter 4123 of the Revised Code, such teacher shall be eligible for assault leave under the following conditions:

- A. The teacher must actively pursue prosecution of the student or persons who assaulted or battered the teacher in the appropriate criminal or juvenile court; provided, however, that an acquittal of the student shall not render the teacher ineligible for assault leave.

Court appearances in connection with assault prosecution shall be charged to assault leave.

- B. Before assault leave will be granted, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known), and a description of the injuries sustained. The teacher shall furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician.
- C. Any time lost from work shall not be charged against sick leave.
- D. Assault leave shall not exceed thirty (30) work days.
- E. Up to thirty (30) additional work days may be requested by the teacher, if certified by a medical doctor, and may be granted upon approval of the Superintendent and Board of Education.

ARTICLE 21

LEAVES WITHOUT PAY

- 21.01** The following leaves without pay provisions shall apply to all full-time teaching staff personnel.
- 21.02** Upon approval of the Superintendent and the Board of Education, a teacher who has completed three (3) consecutive years of service may be granted leave of absence without pay for the reasons listed below in Section 21.03. Failure to complete the terms for which the leave was granted shall be grounds for termination of leave and/or employment. Said employee shall be returned to the same position that he/she held at the time such leave commenced, if available; if not available, the employee will be assigned to a similar position for which he/she is qualified. Leave shall be for up to two (2) semesters, with the exact amount of leave coordinated with FMLA leave under Section 21.06, such that the amount of leave the employee would otherwise be entitled to take under Section 21.02 shall be reduced by the number of weeks (and/or days) of FMLA leave the employee has taken (or will take), during the 12-month period described in Section 21.06.
- 21.03** Purposes for which leave of absence may be granted; limited to three percent (3%) of certificated staff at any one time:
- A. Education advancement designed to improve and/or broaden skills.

- B. Political leave to serve in an elective office unless prohibited by law.
- C. Personal illness: Requests must be accompanied by a statement from the attending physician which states the nature of the illness and recommendation for such leave and shall be granted in accordance with Section 3319.13 of the Ohio Revised Code.
- D. Military: In accordance with the provisions set aside in Section 3319.14 of the Ohio Revised Code, Military Leave of Absence will be granted to any regular teacher who has been recalled or drafted into active duty with any branch of the Armed Services of the United States.
- E. Maternity Leave: The teacher may be granted a maternity leave of absence in conjunction with the use of sick leave. When used in conjunction with sick leave, the maternity leave shall commence upon the official end of the period of confinement. The teacher must file with the Superintendent, at least three (3) months prior to the anticipated birth of a child, a written request to use maternity leave. Such request shall state the length of the leave being requested. In case of premature birth or miscarriage, this three (3) months' notification may be waived. This written request shall include a physician's statement indicating the approximate date of expected delivery. The teacher shall provide the Superintendent within thirty (30) days after delivery or termination of pregnancy a notification from her physician stating the period of confinement and will include written certification that such return to service would not be detrimental to the health of the staff member, and that the staff member is physically and emotionally capable of carrying out her duties as a teacher. It is assumed that said staff member will fully apprise her physician of the specifications of her position. A return to some form of part-time or limited service will not be permitted.

Request for Extension of Leave beyond the current school year must be received by the Superintendent prior to April 1st of the current school year, unless designated in the original request for leave.

- F. Adoption Leave: If qualified for FMLA, the Board shall grant a leave of absence, without pay for the purpose of adopting a child.
 - 1. An employee who wishes to take leave under this policy shall make application in writing to the Board at least sixty (60) days prior to the commencement of said leave, except

where there is insufficient notice prior to the placement, the sixty (60) days will be waived.

Documentation may be required from the adoption agency.

2. Leave under this policy may be granted for a period of up to one (1) year plus the remaining portion of the school year in which the leave commences.
3. Leave under this section shall expire on the last day of the school term.
4. For return from approved leave, said teacher shall resume his/her previous contract status and may be considered for a similar position.

21.04 Teaching staff members on unpaid leave of absence shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, and major medical providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the professional staff member pays to the Treasurer of the Board in advance, each quarter, the full amount of the quarterly group plan premium of such coverage. Any overpayment of a premium shall be refunded to the staff member upon termination of leave. NO other compensation or fringe benefits shall be provided.

21.05 Failure to complete the terms for which leave was requested shall be grounds for termination of leave and/or contract. Any teacher who is on leave does not have the right to purchase service credit from the State Teachers Retirement System for the year's leave of absence unless approved by the Board.

21.06 The Board of Education and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family & Medical Leave Act of 1993 (29 U.S.C. Sec. 2601, et. seq.) as is or may be amended ("FMLA"), and in accordance with the following provisions:

- A. For purposes of determining the "12-month period" in which an eligible employee is entitled to twelve (12) weeks of leave, said 12-month period shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave (except that such measure shall not extend back before August 5, 1993).
- B. An employee who takes FMLA leave and who wishes to continue participating in group insurance programs must state such intention

along with his/her written request for leave of absence. Such an employee may continue to participate in the Board's group insurance program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the Teaching Staff Member is due on the first day of the month in advance. Upon expiration of FMLA leave, the employee may continue dental and/or hospital insurance by making payments in accordance with COBRA regulations; to continue to be enrolled in the life insurance plan, the employee must pay the entire premium each month.

- C. An employee that is on FMLA leave due to his/her own serious health condition which made the employee unable to perform his/her duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work. Upon request by the administration, and at the Board's expense, an employee shall present him/herself to an appropriately certified/licensed physician, who is paid and selected by the Board, for a physical or mental examination. If the opinion of the employee's physician and the opinion of the Board-paid physician differ, then the administration may require a third opinion, again at the Board's expense, from a third physician mutually agreed upon by the first two physicians. The third opinion shall be final and binding.
- D. An employee on FMLA leave shall, at not less than fourteen-day intervals, report to the Personnel Office the employee's status and intent to return to work.
- E. Upon expiration of FMLA leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon expiration of FMLA leave shall have his/her employment terminated.
- F. Whenever an employee is required to provide a certificate from a health care provider, the U. S. Department of Labor's Certification of Health Care Provider for Employee's Serious Health Condition form shall be used.

ARTICLE 22

MILEAGE

- 22.01** Teachers who are required to use a private automobile in completing their regular teaching assignments will be reimbursed by the Board at the current IRS rate.
- 22.02** Teachers given a specific temporary assignment by a building administrator will be reimbursed at the same rate.
- 22.03** Teachers must complete Valley View Local Schools' Monthly Travel Report or Monthly Travel Report issued by the Division of Vocational Education and submit the form to the Treasurer by the 5th of each month following the claim for reimbursement. Claims not filed by the 5th of each month will not be honored for payment.

ARTICLE 23

RETIREMENT PAY

- 23.01** The Board will allow an employee with ten (10) or more years of service with STRS to convert one-fourth (1/4) of the value of his/her accrued but unused sick leave. The employee will receive said converted days on the basis of his/her per diem rate.
- 23.02** To assist the School District, an employee is strongly encouraged to tender his/her letter of resignation for purposes of retirement to the Superintendent on or before the last day of March. Said resignation shall be effective on or before the last day of the school year. In addition, an employee must have his/her application approved by the Ohio Retirement System and submit his/her retirement pay application to the Treasurer.

ARTICLE 24

IMPLEMENTATION

- 24.01** In the event a provision of this Agreement is found contrary to federal, state or local law, or valid rule or regulation adopted pursuant thereto, as determined by a court of competent jurisdiction, then such provision shall be null and void. All other provisions of this Agreement which are not found in conflict with any applicable federal, state or local law, or valid rule

or regulation adopted pursuant thereto, shall continue in full force and effect.

If, during the term of this Agreement, there is an amendment to or new enactment of any federal, state or local law, or valid rule or regulation adopted pursuant thereto, which invalidates any provision of this Agreement upon request of either party, the parties will meet within thirty (30) days to negotiate a substitute provision.

- 24.02** The parties to this Agreement agree that there has been a full and complete discussion of all proposals and that there are no other understandings than those contained herein.

ARTICLE 25

NO STRIKE/LOCKOUT

- 25.01** It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- 25.02** The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown or other interruption of work in violation of this Article.

ARTICLE 26

STATE TEACHERS RETIREMENT SYSTEM PICK-UP -- REDUCTION METHOD

- 26.01** The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "pick-up" by the Board. This action will be as contemplated by Internal Revenue Service Ruling 77-464 and 81-36, although such pick-up shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the mandated percentage amount of the employee's mandatory State Teachers Retirement System contribution. An employee's salary shall not be increased by such pick-up, nor shall the Board's contribution to the State Teachers Retirement System be

increased thereby. This action shall be subject to the following stipulations:

1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment and shall apply to all compensation.
2. The parties agree that, should the rules and regulations of the IRS or State Teachers Retirement System change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contribution.
3. All payment calculations shall be based on employees' daily gross pay prior to reduction.
4. It is understood by the parties that it is the responsibility of each employee to make any necessary adjustments in any other tax sheltered annuities he has in order to be in compliance with IRS laws and regulations.
5. The Board is not liable, nor shall it be held responsible, for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan, now or in the future.
6. The Association, and its members, both severally, and individually, agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

ARTICLE 27

MISCELLANEOUS

27.01 Staff Directory

The administration will make available, to each teacher by October 15 of each school year, a copy of a Staff Directory of employees. Such directory shall contain names, addresses, telephone numbers and current assignments.

27.02 Class Size

- A. Class size shall be based on sound, education principles and practices as determined by the Board of Education and equitably distributed within the district. In the event a teacher has more than one hundred sixty (160)

total students per day then the Board shall pay to the affected teacher seventy-five dollars (\$75.00) per semester for each student over one hundred sixty (160). The number of students shall be determined by the number of students who receive a final semester grade from the teacher in a regular instructional class (not including study halls, music, band, yearbook, newspaper, or physical education). The foregoing payments will be made with the first paycheck after the end of the semester.

- B. When a teacher or administrator identifies a potential classroom at risk, said teacher and building administrator shall initially have a conference to resolve the problem. If no resolution is satisfactory to both parties, the problem may be presented to the Class Size Resource Committee for recommendations. If no recommendations are satisfactory to both parties, the problem will be presented to the Superintendent for resolution.
- C. There shall be a standing Class Size Resource Committee formed for the purpose of developing and providing resource information on the sizes of classes in Valley View Schools and to hear concerns of administrators and/or teachers. Said committee will consist of four (4) administrative/board designees and four (4) VVTA members. The VVTA President and the Superintendent shall each assign their respective members. It is recommended that such members represent various grade levels, departments, counselors, etc.

27.03

Inclusion

- A. Class size will be adjusted to allow for teacher time to be adequately distributed to all members of the class. Inclusion classes shall be defined as classes containing identified special education students (other than speech) who are included in the academic portion of the teaching day. Subject to the requirements of state and federal law, any I.E.P. or other applicable student plan, administration will attempt to assign fewer total students to inclusion classes that are formed at the start of the school year, as compared to non-inclusion classes at the same grade level. If exceptions occur, a meeting may be requested by the affected teachers and the building administrator.
- B. Planning time will be arranged so that the regular and special educator have One-half (1/2) day once a month to interact for planning, collaboration, and evaluation purposes. A substitute teacher will be provided for the class.

Planning time will be arranged so that the regular and special educator may interact for planning, collaboration, and evaluation

purposes. The first such meeting of the school year shall be one full day; subsequent monthly meetings shall be for one-half (1/2) day. A substitute teacher will be provided for the class.

- C. When an identified special education student is fully included in regular class and the I.E.P. team determines that an Attendant Aide is necessary, the Attendant Aide will perform any custodial care services for that student. However, if that student is in a special education class, that special education teacher and classroom aide would share the custodial responsibilities for those students.
- D. At the secondary level, special education teachers will be given release time, on an as needed basis, in order to collaborate with regular classroom teachers during the conference time of the regular classroom teachers who are instructing special education students.
- E. If the District decides to form an inclusion committee, an email will be sent giving regular and special educators the opportunity to volunteer for the committee. In addition, the Association will have the right to select members to serve on the inclusion committee, if such a committee is formed.

27.04

Association/Administration Committee

- A. In order to provide a forum for addressing concerns and enhancing the daily working relationship between the Association and the Administration, the Association President and no more than four (4) Association appointed teachers shall meet at least monthly with the Superintendent or his designee and no more than four (4) administrators appointed by the Superintendent. The meeting will be chaired by each party on alternating months or by the party requesting any additional meeting.
- B. The chairing party shall be responsible for notifying the other party of the items on its agenda and asking for items for the agenda from the other party. The agenda may be amended as necessary at the meeting. The chairing party shall be responsible for taking notes of the meeting and distributing them to the parties no later than ten (10) working days after the meeting, unless mutually determined by the members of the group.
- C. Either party may have present at any meeting those additional people who may better facilitate the presentation of an issue on the agenda.

- D. A building-level issue should not be brought to this Committee unless it has first been discussed with the principal at the building.
- E. It is the express purpose of the Committee to build and maintain a climate of mutual understanding and respect, and to attempt to reach solutions to common problems.
- F. Any agreements reached by this group cannot abridge the provisions of the negotiated Agreement.

27.05

Health Calamity Fund

- A. The purpose of the Valley View Teachers Association health calamity fund is to provide some financial support to contributors to the fund who have exhausted their accumulated sick leave days and who are experiencing prolonged personal illness or prolonged illness in their immediate families. No employee will be required to contribute to the fund, but to qualify as a contributor, an employee must make a minimum annual contribution of ten dollars (\$10.00). Money provided from the fund may be in the form of grants or loans. Any employee wishing to contribute must do so by December 1.
- B. Contributions to the Fund: Once every school year, no later than January 1, the Board shall match individual contributions of bargaining unit members up to ten dollars (\$10.00) each, with a fiscal year contribution from the Board of up to one thousand dollars (\$1,000.00). The Board's obligation to make matching payments shall end upon the Board having paid a total of \$5,000.00. The contributions and matching funds shall be paid to Valley View Teachers Association for the health calamity fund, to be maintained in a separate account.
- C. Administration of the Fund: The fund shall be administered by Valley View Teachers Association. Valley View Teachers Association shall establish rules and regulations for the fund, providing the rules and regulations do not conflict with terms of this Negotiated Agreement. It is understood and agreed that the Health Calamity Fund is to be operated and administered by the Valley View Teachers Association and not the Board, and that the Board is only making payments to said fund.
- D. Accountability Regarding the Fund: At least once each year, prior to December 15, the Valley View Teachers Association shall deliver to the Board a written report of the previous 12 calendar months activity of the fund, which provides: an accounting for the size of the

fund; the number of contributors; the amounts of individual contributions; and the amounts of the individual grants and loans.

- E. Termination of the Fund: At any time, Valley View Teachers Association may elect to terminate the fund. Should Valley View Teachers Association elect to terminate the fund, it shall so inform the Board, and the amount of money then in the fund, if any, shall be contributed to the General Fund of the district unless the parties to this Negotiated Agreement agree otherwise.
- F. The Association agrees to defend, indemnify, and hold harmless the Board from any and all claims and actions related to this Section 28.06, except a claim that the Board has failed to make its matching payment as required by 28.06 B. above.

27.06 Tuition-Free Attendance of Unit Member's Children

Non-resident bargaining unit members may enroll their natural, adopted (by court order) and custodial (by court order) children in the district's schools tuition free provided they have not been suspended or expelled from any public or private school. The conditions under which the students may enroll are as follows:

- 1. Residents of the school district (including those pursuing intra-district school enrollment) shall always have first priority in enrollment.
- 2. Among the children of Non-resident Bargaining Unit Members who qualify, enrollment and placement shall be on a first come, first serve, space available basis, provided however, that children previously enrolled in the district shall have priority, for re-enrolling the following year, over children of non-resident bargaining unit members who are seeking to enroll for the first time.
- 3. Non-resident Bargaining Unit Members, and their children, are required to satisfy all the requirements of the District's policies regarding intra-district school enrollment and non-resident students/tuition, except that the payment of tuition is not required.
- 4. In the event, that a Non-resident Bargaining Unit Member enrolls a child in the school district and the child's condition requires excessive expenditures on the part of the District, the Unit Member shall reimburse the District the difference in costs as compared to the District's statutory tuition rate. Should any court or agency rule that the receding sentence, for whatever reason, is unenforceable, then this entire Section will cease to exist.

5. Any student receiving free tuition, as a condition of the continued receipt of free tuition, shall maintain at least a C average.

27.07

Tuition Reimbursement

- A. Subject to the limitations below, the Board shall set aside sixteen thousand dollars annually into an account intended to reimburse teachers for tuition (not books, registration fees, etc.) for on-campus courses or approved off-campus courses. The Board's tuition reimbursement account shall be capped at one hundred thousand dollars (\$100,000). Should this cap be met, the Board shall either be excused from making its annual contribution to the tuition reimbursement account, or such contribution shall be reduced to ensure the cap is never exceeded.
 - 1) To be eligible for this tuition reimbursement, teachers sign up with the Superintendent or designee. The sign-up period begins July 1 of each year for the ensuing school year.
 - 2) To be eligible for this tuition reimbursement, teachers must have at least one (1) year of teaching experience with the Valley View Schools.
 - 3) Teachers will only be eligible for reimbursement for a maximum of one thousand (\$1,000) per school year.
 - 4) Tuition reimbursement amount will be divided equally among eligible teachers and paid by July 30 of the next fiscal year. Any remaining tuition reimbursement funds shall be added to the next year's Tuition Reimbursement fund. If a unit member voluntarily leaves the employ of the Valley View Schools at the end of the school year, then the unit member shall only be reimbursed for up to 70% (up to \$700) of any eligible tuition reimbursement for that school year. Should the unit member have already received the full tuition payment, then the Board shall be authorized to deduct these amounts from the unit member's final paycheck, or the Board may pursue a civil action against the unit member should the Board be unable to recover these amounts through payroll deduction.
 - 5) To be eligible for reimbursement, courses must be beyond the undergraduate level, in the field of education, and the teacher must receive credit for the course. The courses must begin or finish during that fiscal school year (7/1-6/30).

- 6) Teachers must submit tuition bills and tuition reimbursement form to the Treasurer's Office. Reimbursement will be made only if: the above requirements are satisfied and official documentation from the college or university shows successful completion of the course with a grade of at least a C (or pass, if the course was graded on the basis of pass-fail).

27.08 Local Professional Development Committee

The Valley View Local Professional Development Committee (VVLPPDC) shall review and approve Individual Professional Development Plan (IPDP) proposals by teachers and administrators based on the format and program established by the VVLPPDC, in accordance with O.R.C. 3319.22 and the Department of Education Regulation 3301-24-08. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the VVLPPDC. The plan shall be based on the needs of the educator, the students, the school, and the district.

A. VVLPPDC Membership

There shall be one LPDC for the District. The committee shall be comprised of eight (8) members. Four (4) members shall be teachers and four (4) members will be from the administrative team. When the committee is considering the plan of an Administrator, Treasurer or other school business official, one (1) teacher will not vote. When the Committee is considering the plan of a teacher, one (1) administrator will not vote.

B. Appointment, Terms, Stipend

Teacher members on the Committees shall be appointed as per the VVTA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. The LPDC and teacher members will serve terms as per the VVTA Constitution and the By-Laws. The administrative members will serve rotating terms.

Compensation

Chairperson and Secretary - Category 6 on Extra Duty Salary Schedule

Other members - Category 8 on Extra Duty Salary Schedule

C. **Operating Procedures**

Members of the VVLPDC shall elect chairperson and a secretary whose terms of office shall commence in August for one-year term. There are no term limitations. Additionally, the LPDC will determine its operating procedures and meeting schedule by consensus. Where consensus is not possible, a vote of a simple majority of the members present will be required. A quorum shall be five of the eight committee members to conduct LPDC business. A minimum of three teachers and two administrators shall constitute a quorum for taking action on a classroom teacher's IPDP. Three administrators and two teachers shall constitute a quorum for taking on an administrator's IPDP. The records of the VVLPDC shall be maintained in the Valley View Central Office with other personnel records.

The VVLPDC also will develop the format for Individual Professional Development Plan (IPDP) proposals, determine the training needs of LPDC and LPDC members, coordinate district-wide in-service activities, and help provide information for district-wide program decisions.

D. **Appeals**

Individual Professional Development Plans and Proposals that are denied may be resubmitted to the VVLPDC with modification or the original plan may be appealed to the VVLPDC. The application or appeal process may be done in writing or in person. In the event that the appeal is denied by the VVLPDC a level II appeal will be heard by three-person committee. The Committee will be composed of one person selected by the VVLPDC, one person selected by the teacher, and one person selected by the Montgomery County Educational Service Center. The approval or disapproval of an IPDP Plan is not subject to the grievance procedure in the negotiated agreement.

27.09 Hourly Rate for Certain Work

The Board shall pay unit members thirty-five dollars (\$35) per hour when providing the following services outside contractual work hours:

- A. Attending administratively-required meetings that are not otherwise accounted for in the Master Agreement. This does not include open house or parent-teacher conferences that are referenced in the school calendar.
- B. Supervising student study tables.

- C. Supervising student detention.
- D. Providing tutoring to students.
- E. Providing home instruction to students.
- F. Being assigned to serve as a substitute during his/her conference period for a regular classroom teacher.
- G. Attending an IEP, 504 Plan, RTI, or IAT meeting held outside the teacher's contractual work day.
- H. Home Instruction Tutor Pay.

Payment will be based upon actual time worked, rounded up to the nearest quarter hour. Forms will be made available on the District's website for unit members to apply for compensation under this Article.

27.10 Home Instruction Tutors

For every five (5) hours of time spent providing home instruction to students, the bargaining unit member will receive pay for one (1) hour of preparation time at the designated Home Instructor Tutor rate of pay.

27.11 Resident Educator Mentors/Facilitators

Due to the Resident Educator Program, which is required in the State of Ohio for new teachers, mentors must be assigned for a four-year period to new teachers. For the duration of the current contract mentors would be paid as follows:

Resident Educator Mentors and Resident Educator Facilitators shall be provided Board-paid, on-going professional development during the contractual workday related to the mentoring process. Third and fourth-year Resident Educators shall receive paid professional development days during the contractual workday to complete the extensive required RESA submissions.

Each Resident Educator Mentor/Facilitator shall be paid a stipend(s) as indicated below. The stipend is to be paid the first pay in June of that school year.

- Resident Educator Mentor Year One \$600.00 per mentee
- Resident Educator Mentor Year Two \$600.00 per mentee

- Resident Educator Facilitator Year Three \$250.00 per mentee
- Resident Educator Facilitator Year Four \$250.00 per mentee

27.12 Curriculum Study & Review

Administration will seek input from unit members representing relevant grade levels and/or departments when preparing recommendations to the Board for curriculum adoption. This may include providing such unit members with reference materials, texts or equipment for review.

ARTICLE 28

ACADEMIC DISTRESS COMMISSION

28.01 ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

The Association and its member reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10.

ARTICLE 29

DURATION

29.01 This Agreement, subject to acceptance by the Association and adoption by the Board, shall be effective upon its execution and shall remain in effect through June 30, 2019, and from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement. Such notice shall be given between March 1 and March 30 (dates may be adjusted upon mutual agreement) or at the end of any yearly extension period. Following such notice, the parties shall meet within ten (10) days, or at a mutually agreed upon time, for the purpose of determining dates and ground rules for upcoming negotiations. Negotiations will commence no later than the first full week in May.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2017.

VALLEY VIEW LOCAL SCHOOL BOARD

VALLEY VIEW TEACHERS' ASSOCIATION

Board President

President

Superintendent

Negotiations Chair

ADDENDUM A

SALARY

Salary Schedule:

Wages: July 1, 2017 to June 30, 2018—1% increase on base salary. One (1) recovered step for those who were employed during the step freeze and normal step movement.

July 1, 2018 to June 30, 2019 – 1.5% increase on the base. One recovered step for those who were employed during the step freeze and normal step movement. Further, an additional 0.25% increase to unit members' base salaries shall be paid if 60% of eligible unit members who take their insurance through the Board choose the H.S.A. plan for the 2018 plan year.

VALLEY VIEW LOCAL SCHOOL DISTRICT
SALARY SCHEDULE Effective August 1, 2017

Step	BA	BA+150	MA	MA+15	MA+30	MA+54
0	37347	40335	43696	45937	48178	50418
	1	1.08	1.17	1.23	1.29	1.35
1	39028	42053	45414	47655	49896	52286
	1.045	1.126	1.216	1.276	1.336	1.4
2	40708	43771	47132	49373	51614	54153
	1.09	1.172	1.262	1.322	1.382	1.45
3	42389	45489	48850	51091	53332	56021
	1.135	1.218	1.308	1.368	1.428	1.5
4	44069	47207	50568	52809	55049	57888
	1.18	1.264	1.354	1.414	1.474	1.55
5	45750	48925	52286	54527	56767	59755
	1.225	1.31	1.4	1.46	1.52	1.6
6	47431	50643	54004	56245	58485	61623
	1.27	1.356	1.446	1.506	1.566	1.65
7	49111	52360	55722	57963	60203	63490
	1.315	1.402	1.492	1.552	1.612	1.7
8	50792	54078	57440	59681	61921	65357
	1.36	1.448	1.538	1.598	1.658	1.75
9	52473	55796	59158	61398	63639	67225
	1.405	1.494	1.584	1.644	1.704	1.8
10	54153	57514	60876	63116	65357	69092
	1.45	1.54	1.63	1.69	1.75	1.85
11	55834	59232	62594	64834	67075	70959
	1.495	1.586	1.676	1.736	1.796	1.9
12	57514	60950	64312	66552	68793	72827
	1.54	1.632	1.722	1.782	1.842	1.95
13	57514	60950	66029	68270	70511	74694
	1.54	1.632	1.768	1.828	1.888	2
14	57514	60950	67747	69988	72229	76561
	1.54	1.632	1.814	1.874	1.934	2.05
20	59195	62668	69465	71706	73947	78429
	1.585	1.678	1.86	1.92	1.98	2.1
25	60876	64386	71183	73424	75665	80296
	1.63	1.724	1.906	1.966	2.026	2.15

Must be graduate hours beyond Master's Degree from a college or university
recognized by the State Department of Education for certification purposes.

VALLEY VIEW LOCAL SCHOOL DISTRICT
SALARY SCHEDULE Effective August 1, 2018

Step	BA	BA+150	MA	MA+15	MA+30	MA+54
0	37907	40940	44351	46626	48900	51174
	1	1.08	1.17	1.23	1.29	1.35
1	39613	42683	46095	48369	50644	53070
	1.045	1.126	1.216	1.276	1.336	1.4
2	41319	44427	47839	50113	52387	54965
	1.09	1.172	1.262	1.322	1.382	1.45
3	43024	46171	49582	51857	54131	56861
	1.135	1.218	1.308	1.368	1.428	1.5
4	44730	47914	51326	53600	55875	58756
	1.18	1.264	1.354	1.414	1.474	1.55
5	46436	49658	53070	55344	57619	60651
	1.225	1.31	1.4	1.46	1.52	1.6
6	48142	51402	54814	57088	59362	62547
	1.27	1.356	1.446	1.506	1.566	1.65
7	49848	53146	56557	58832	61106	64442
	1.315	1.402	1.492	1.552	1.612	1.7
8	51554	54889	58301	60575	62850	66337
	1.36	1.448	1.538	1.598	1.658	1.75
9	53259	56633	60045	62319	64594	68233
	1.405	1.494	1.584	1.644	1.704	1.8
10	54965	58377	61788	64063	66337	70128
	1.45	1.54	1.63	1.69	1.75	1.85
11	56671	60121	63532	65807	68081	72023
	1.495	1.586	1.676	1.736	1.796	1.9
12	58377	61864	65276	67550	69825	73919
	1.54	1.632	1.722	1.782	1.842	1.95
13	58377	61864	67020	69294	71568	75814
	1.54	1.632	1.768	1.828	1.888	2
14	58377	61864	68763	71038	73312	77709
	1.54	1.632	1.814	1.874	1.934	2.05
20	60083	63608	70507	72781	75056	79605
	1.585	1.678	1.86	1.92	1.98	2.1
25	61788	65352	72251	74525	76800	81500
	1.63	1.724	1.906	1.966	2.026	2.15

Must be graduate hours beyond Master's Degree from a college or university recognized by the State Department of Education for certification purposes.

ADDENDUM B

EXTRA DUTY SALARY Effective July 1, 2017

The extra duty salary for the listed positions shall be determined by multiplying the appropriate experience index times the beginning Bachelor's base. The Board shall annually determine the number of coaches or advisors for each activity.

Head coaches will be granted applicable assistant coaching experience on the salary schedule. Teachers new to a position may be credited with extra duty experience as determined by the Superintendent.

When there is a need for a new extra duty position, as determined by the administration, the Superintendent will recommend to the Board the creation of the position and appropriate category for salary purposes. The Superintendent will consult with the Association before determining the appropriate salary category.

		<i>YEARS OF EXPERIENCE</i>			
		0-2	3-6	7-10	10+
Category #1		.25	.26	.27	.28
	Athletic Director*				
Category #2		.15	.16	.17	.18
	Head Football*				
	Varsity Basketball (B/G)				
	Varsity Wrestling				
	Director of Bands				
	Athletic Manager M.S.				
Category #3		.095	.1050	.1150	.1250
	Athletic Manager H.S.				
	Varsity Volleyball*				
	Head Track (B/G)				
	Varsity Soccer (B/G)*				
	Head Baseball				
	Head Softball				
	Assistant Wrestling				
	Assistant Football*				
	Assistant Basketball (B/G)				
	Color Guard Advisor				

		YEARS OF EXPERIENCE			
Category #3		.095	.1050	.1150	.1250
Continued	Junior Class Advisor				
	Director of Choral Activities				
	Assistant Director of Bands				
	Adult Education Coordinator				
	Marching Band				
	Freshman Basketball				
Category 4		.075	.0825	.0925	.1025
	Golf**				
	Girls Tennis**				
	Boys Tennis				
	Cross County				
	Assistant Baseball				
	Assistant Track H.S. (B/G)				
	Assistant Softball H.S.				
	Assistant Soccer H.S.* (B/G)				
	Swim Coach H.S.				
	Assistant Volleyball H.S.*				
	7 th /8 th Grade Basketball (B/G)				
	Wrestling M.S.				
Category #5		.0625	.0675	.0725	.0775
	Assistant Golf**				
	Volleyball M.S.				
	Football M.S.				
	Cross Country M.S.				
	Assistant Swim				
	Track M.S. (B/G)				
	Assistant Wrestling				
	High School Drama				
Category #6		.050	.0550	.0600	.0650
	Varsity & Reserve BB				
	Cheerleading Advisor				
	Assistant Track M.S.				
	Assistant Football M.S.				
	Wrestling Cheerleader Advisor				
	Yearbook Advisor H.S.				
	Muse Machine Advisor				
	7 th /8 th Assistant Volleyball				
	8th Grade Washington DC Advisor				

		YEARS OF EXPERIENCE			
Category #7		.045	.050	.055	.060
	Varsity Football Cheerleader Adv.				
	Reserve & Freshman Football Cheerleader Adv.				
	Freshman Basketball Cheerleader Adv.				
	Student Council H.S./M.S.				
	Drama Coach M.S.				
	Academic Club Advisor				
	Middle School Cheerleader Advisor (Fall/Winter)				
	Honor Society H.S.				
	Young Astronauts				
	Conditioning Coordinator (Fall/Winter/Spring)				
	Mock Trial Advisor				
	Power-of-the-Pen Advisor				
	National Art Honor Society Advisor				
Category #8					
		.0375	.0425	.0475	.0525
	Intramurals H.S./M.S.				
	Class Advisor (9/10/12)				
	Science/Spanish/French/Chess Club				
	Newspaper H.S./M.S.				
	Yearbook M.S.				
	Audio Visual				
	Math Counts				
	Future Educators Club				
	S.A.D.D. H.S.				
	Robotics/Technology Club				
	Renaissance Advisor				
	Intermediate School Stem Club Advisor				
	Invention Convention Advisor				
Category #9					
		.035	.040	.045	.05
	State Testing Intervention Teacher				

Family Math @ \$50.00/per 4 sessions

* Summer Pay (.0375)

** Summer Pay (.01875)

ADDENDUM C

INSURANCE

I. Life Insurance

All Employees covered hereunder shall receive \$30,000.00 life insurance and \$30,000.00 accidental death and dismemberment insurance at no cost to the employee.

II. Health Insurance

The Board shall make a flat, annual contribution to each unit member who takes a single or family plan as follows:

2017-2018: Family Plan: \$15,484
Single Plan: \$6,038

2018-2019: Family Plan: renewal rate up to \$15,948
Single Plan: renewal rate up to \$6,219

The Board's contribution to health insurance shall be limited to this flat, annual contribution amount for each year of the Master Agreement.

The Board shall discontinue offering 100% payment of health insurance premiums for spouses who are both employed by the Board. In such event, there shall be no coordination of benefits by affected unit members.

Applying the aforementioned annual Board contributions, an eligible unit member may enroll in one of the following two health plans:

1. H.S.A. Plan. The Board shall contribute towards the H.S.A. premium as follows:
 - A. Family Plan (2018 plan year):
 - (i) \$13,484 contributed towards premiums
 - (ii) \$2,000 HSA Board contribution towards deductible
 - B. Single Plan (2018 plan year):
 - (i) \$5,038 contributed towards premiums
 - (ii) \$1,000 HSA Board contribution towards deductible
 - C. Family Plan (2019 plan year):

- (iii) Up to \$13,948 contributed towards premiums
- (iv) \$2,000 HSA Board contribution towards deductible

D. Single Plan (2019 plan year):

- (v) Up to \$5,219 contributed towards premium
- (vii) \$1,000 HSA Board contribution towards deductible

Contributions to the H.S.A. for the deductibles will be deposited at the beginning of the plan year. If a unit member resigns employment before the end of the contract year, the Board's H.S.A. contribution will be prorated and charged back to the unit member.

2. PPO Plan B

Deductible	\$100/\$200
Coinsurance	90/10
Out of Pocket Maximum	\$1,500/\$3,000
Rx Copay	\$10/\$20/\$30

Insurance Opt-Out Waiver

The Board shall make an annual payment of \$1,500 to any unit member who is taking the Board's health insurance as of August 1, 2017 and who chooses to obtain coverage elsewhere (other than the Healthcare Exchange). If coverage is dropped for less than twelve (12) months due to a qualifying event, then the incentive payment will be based on the number of whole months during the insurance plan year for which coverage was dropped. This opt-out waiver shall be offered in the context of Section 125 of the Internal Revenue Code and all rules pertaining to it.

The health insurance opt-out program stated in this Article shall expire at the end of this Agreement, and shall not continue into any successor Master Agreement unless the parties mutually agree to do so.

III. Dental Insurance

- A. Employees covered hereunder who are enrolled in the Board's Dental Insurance Program shall have eighty percent (80%) of the carrier's premium charges paid for per month by the Board.
- B. Coverage under the plan shall be subject to the terms of the contract between the Board and the carrier and shall include:
 - 1. Class I – Preventive and diagnostic – paid at 100%.

2. Class II – Basic Restorative – paid at 80% after deductible.
 3. Class III – Major Restorative including orthodontia – paid at 50% after deductible.
 4. Deductible: \$25.00 per person per calendar year - \$50.00 per family.
 5. Plan Maximum - \$2,500.00 per person per calendar year - \$850.00 per person, per lifetime for orthodontia.
- IV. All coverage set forth under this Addendum shall be subject to the provisions of the Board's contract with the carrier/provider including any coordination and subrogation of benefit provisions.
- V. The carrier/provider of any coverage hereunder shall be at the choice of the Board, provided that said coverage shall not be less than the coverage in effect as of the date of this contract unless otherwise agreed to by the parties. The Association shall be notified of any carrier/provider change thirty (30) days prior to the effective date of any such change and shall also be given the right to meet with the Superintendent of his/her designee regarding the effects of any such change.
- VI. 125 Flexible Benefits Plan
- A. The Board shall arrange for a carrier to provide a 125 flexible benefits plan for use by the employees who shall be responsible for the cost of the plan if they choose to use the plan.
 - B. The plan shall be in accordance with Section 125 of the Revenue Act of 1978 and shall include the non-taxable benefits of all eligible insurances (including disability insurance, life insurance, and non-reimbursed medical expenses) and dependent care.
- C. In the event the Board changes carriers, the Board shall give sixty (60) days prior notice of the change to the Association President.**

ADDENDUM D

PROCESS/PROCEDURES ON ANNUITIES/CUSTODIAL ACCOUNTS

1. General Statement

Individual contract annuities and custodial accounts embodying the “tax sheltered” benefits of Section 403(b) of the Internal Revenue Service Code of 1954, as amended, may be purchased for employees if the following conditions are met:

- A. Companies have been approved by the Valley View Board of Education and authorized to sell such contracts in the State of Ohio.
- B. Companies have agreed to comply with administrative rules and procedures for tax sheltered annuities and custodial accounts issued by the Valley View Board of Education.
- C. Companies have contracted at least 1% of the number of full time employees (2 employees) according to Am. H.B. 805 (effective August 9, 1982), which states that a school district is authorized to require new companies to have at least 1% of the Board’s full time employees or 50 (whichever is less) in order to be approved as a tax-sheltered annuity or custodial account carrier.
- D. Companies have submitted a Maximum Allowable Contribution (MAC) calculation with each Salary Reduction Agreement.
- E. R.C. 9.91 – The employee has the right to designate the licensed agent broker or company through whom the Board shall arrange for the placement or purchase of said contract.

2. Salary Reduction Agreement

Each employee wishing to participate in the program must execute a Salary Reduction Agreement, thereby reducing the annual salary and authorizing the amount of reduction to be used to purchase an annuity and/or custodial account. There are three copies of each Agreement, to be filed accordingly: Blue – Treasurer; White – Insurance or Investment Company; Pink – Employee.

Each Agreement must be submitted to the Treasurer for processing. Upon completion, the white copy will be forwarded to the company and/or its representative.

3. Maximum Allowance Contribution Calculation

In addition to the Salary Reduction Agreement, a calculation form indicating the maximum allowance of the employee’s salary must be submitted in accordance with IRS Code, Section 403. In the event that an employee chooses a “Special Option”, a

calculation form detailing the determination of the special amount must be submitted. The responsibility for the proper calculation is that of the employee, and, accordingly, all calculations must be signed by the employee and company representative. Companies are to provide such forms. Companies shall annually review the exclusion allowance for each policy holder to determine that the premium continues to be fully excludable from current taxable income.

4. **Annual Premium**

Premiums will be limited to a minimum of \$25.00 per payroll for 24 payrolls, \$600.00 annual minimum. If an annual premium is not divisible by 24 to an exact cent, the remaining cents will be waived and will not be deducted or remitted by the Board of Education.

No premiums or part thereof shall be used for any purpose other than the purchase of deferred annuity and/or custodial account.

NOTE: CONTRIBUTIONS IN EXCESS OF THE IRS LIMITATION WILL NOT BE ALLOWED THROUGH PAYROLL DEDUCTION

5. **Premium Payments**

Premiums will be derived from salary reductions providing for twenty-four (24) payments. Remittances to the company will be made on the date of the payroll. Premiums shall have precedence over all other claims against salary except retirement contributions, taxes, and other mandatory deductions.

6. **Cancellations**

The payroll deductions for a tax-sheltered annuity and/or custodial account may be cancelled anytime during the calendar year. Written notification from the employee is required to effect the cancellation. It is the responsibility of the employee to notify the Company of such cancellation.

7. **Employee Contact**

Companies and/or representatives may not conduct business with employees during working hours.

8. **Distribution of Materials**

No company materials will be distributed during the teacher workday.

9. Direct all correspondence, forms, etc to the Office of the Treasurer, Valley View Local School District, 59 Peffley Street, Germantown, Ohio 45327.

10. The Association and its members shall completely defend, indemnify and hold harmless the Board, its Superintendent and its Treasurer from any and all liability, costs and expenses which are in any way related to any such tax-sheltered annuities and/or custodial accounts – including any liability, costs and expenses that may arise due to the failure or default by any company providing such annuities or accounts.

In addition, each company involved in the issuance of tax sheltered annuities and/or custodial accounts shall be required to execute an agreement protecting the Board, its Superintendent and its Treasurer as set forth in O.R.C. 9.91.

ADDENDUM E

457 DEFERRED COMPENSATION PLAN

The Board will provide 457 Deferred Compensation Program through the OASBO joinder agreement with ING Life Insurance and Annuity Company.

ADDENDUM F

EMPLOYER 403(B) ACCUMULATED LEAVE PLAN

Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a 403(b) Annuity Plan for Government Employees Document (the “403(b) Special Pay Plan”) with terms that comply with the requirements of this Contract.

- A. The terms of the 403(b) Special Pay Plan shall include the following:
1. Participation in the 403(b) Special Pay Plan shall be mandatory for any teacher actively employed on or after September 1, 2017, who would be entitled to severance pay under Article 23 and who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.
 2. If a retiring teacher is a participant in the 403(b) Special Pay Plan, an employer contribution shall be made on his/her behalf under the 403(b) Special Pay Plan in an amount equal to the total amount of the Participant’s severance pay in accordance with Article 23.
 3. The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described in Article 23 regarding the payment of severance pay provided, however, that if the amount payable to the 403(b) Special Pay Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Special Pay Plan after the first payroll date in January of the next calendar year.
 4. A teacher who is a participant in the 403(b) Special Pay Plan shall complete a sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Special Pay Plan on behalf of the teacher.

ADDENDUM G

PERFORMANCE FLOW CHART

<u>EVENT</u>	<u>TIMELINE</u>
Training <ul style="list-style-type: none">• Regarding processes, forms and tools used in the evaluation procedure• SMG training	By September 15 During new teacher orientation or within 15 working days of initial employment
Pre-Assessment Submission	By September 8
SLO Timelines <ul style="list-style-type: none">• Initial SLO template submitted• If not approved, return• If necessary, revised SLO template submitted• Final results of SLO	By September 30 By October 7 By October 15 By April 30
Observation #1 <ul style="list-style-type: none">• Pre-Conference/Review of Professional Growth Plan• Observation (minimum 30 minutes)• Post-Conference• Summary Submitted	By December 15 No more than 5 workdays before observation Within 5 workdays after observation Within 5 workdays of post-conference
Walk Through	Between 5 and 20 minutes
Observation #2 <ul style="list-style-type: none">• Pre-Conference• Observation (minimum 30 minutes)• Post-Conference• Summary Submitted	By April 15 No more than 5 workdays before observation Within 5 workdays after observation Within 5 workdays of post-conference
Walk Through	Between 5 and 20 minutes
Observation #3 (if needed) <ul style="list-style-type: none">• Pre-Conference• Observation (minimum 30 minutes)• Post-Conference• Summary Submitted	No more than 5 workdays before observation Within 5 workdays after observation Within 5 workdays of post-conference
Evaluation Finalized	By May 1
Written Evaluation Report to Teacher	By May 10