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AGREEMENT BETWEEN THE

VALLEY LOCAL TEACHERS' ASSOCIATION

AND THE

VALLEY LOCAL BOARD OF EDUCATION

August 1, 2024 - July 31, 2027

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ARTICLE 1: RECOGNITION

A. The Valley Local Board of Education, hereinafter called the "Board," hereby recognizes the Valley Teachers' Association, an OEA/NEA affiliate, hereinafter called the "Association," as the sole and exclusive representative for the purposes of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code and other employment related matters. The bargaining unit shall consist of all full-time and regular part-time certificated classroom teachers employed under a regular teaching contract, counselors, librarians, and, Ohio Department of Education registered school nurses (minimum RN). Excluded from the bargaining unit are the superintendent, principals, substitutes, supervisors, treasurer, assistant treasurer, non-certificated, and any other personnel hired by the Board to perform managerial or supervisory.

B. The terms "certificated employee," "teacher," or "bargaining unit member," as used herein, shall mean any person represented by the Association as set forth in the above paragraph.

ARTICLE 2: AGREEMENT AND AUTHORITY PROVISION

A. If an agreement is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association and submitted to the Board for ratification. If ratified, the agreement shall be signed by both parties and shall become a binding collective bargaining agreement.

B. During the life of the contract should the Board wish to change any of the following: hours, wages, or terms and other conditions of employment, it shall meet with representatives of the Association to negotiate such changes. Negotiations shall follow the procedure set forth in the Professional Negotiations Agreement.

C. This contract shall constitute the agreement between the Board and the Association with reference to all matters pertaining to wages, hours, terms, conditions of employment, and other matters of mutual concern, and shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the provisions of the negotiated contract.

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

ARTICLE 3: ASSOCIATION RIGHTS

A. The Association, its representatives and affiliates, shall have the right to use school buildings for meetings and shall be permitted to transact official Association business on school property. Such meetings and official Association business shall not interfere with and/or interrupt the regular instructional program provided by the school district. Such meetings and official Association business shall only be scheduled after notification of the building principal. The Association will be responsible for properly maintaining and securing of the facility if the meeting or official business takes place outside of regular school hours.

B. The elected and appointed Association leadership shall have the right to use school equipment, such as copy machines, calculators, computers, and audio-visual equipment. Use of school equipment shall be in accordance with established Board of Education policy.

C. The Association and its affiliates shall have the right to post routinely prepared notices of its activities and matters of Association concern on bulletin boards provided by the Board of Education. Other items may be posted with the consent of the building principal.

D. The Association may place Association announcements in staff boxes provided by the Board of Education. Upon request, the Association shall be given time during all staff meetings to make routine announcements.

E. The President of the Association and/or the UniServ Representative shall have the right to visit school buildings and personnel during non-instructional time. Upon arrival in the building the Association President and/or UniServ Representative shall report to the office of the principal, sign in and indicate the name(s) of staff members to be visited.

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

F. The treasurer of the Board of Education shall provide, upon written request, one (1) copy of the documents two (2) through five (5) within five working days to the President of the Association or his/her designated representatives. Item one (1) will be provided 24 hours prior to all regular and special Board meetings.

1. Copy of the monthly financial packet which will include Board minutes to be approved by the Board, upcoming Board meeting agenda, copy of the monthly financial reports and cash balance reports.
2. Latest Board approved Five Year Forecast (also available on ODE's website).
3. Foundation Statement of Settlement (also available on ODE's website).
4. Degree Level and Experience Grid showing where all teachers paid out of the general fund are placed on the salary schedule.
5. Fiscal year end documents including appropriation accounts, budget accounts, and monthly financial reports if needed during negotiations or reduction in force.

G. Upon written request by the President of the Association on the Friday preceding the regularly scheduled Board meeting, an appointed representative shall be placed on the agenda for any regular scheduled Board meetings and shall be given time to speak, if needed, in accordance with current NEOLA Board policy.

ARTICLE 4: BOARD OF EDUCATION RIGHTS

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

ARTICLE 5: REDUCTION IN FORCE

REDUCTION IN FORCE

A. Reason for Reduction in Staff

If the Board decides that it will be necessary to reduce staff, it shall make a reasonable reduction based on a comprehensive plan of program needs for the District. This comprehensive plan of program needs shall take into account the minimum standards promulgated by the Ohio State Department of Education and all pertinent provisions of state and federal
law.

B. Method of Reducing Staff

1. Suspension of Teaching Contracts

In making such reductions, the Board shall, within each area of certification affected, suspend the teaching contract of a bargaining unit member, pursuant to ORC § 3319.17. Those contracts to be suspended will be as follows:

a. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly licensed. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also, in descending order of seniority.

b. Recommended reductions in a teaching field will be made by selecting the area needed for reduction. Once that content area is identified, the Board will suspend the contracts in accordance with the recommendation of the superintendent, who is required, within each teaching field affected, to give preference to teachers on continuing contracts over those teachers on limited contracts. Seniority may not be used as a basis for giving preference to any teacher, except when making a decision between teachers who have "comparable" evaluations.

c. A bargaining unit member so affected may elect to displace a bargaining unit member who holds a lower position on the seniority list but comparable evaluations for their area of licensure. Any such election must be made at the time the bargaining unit member is notified he/she will be affected as outlined in #3 of this section.

2. Seniority

a. Seniority shall mean the length of continuous employment in any bargaining unit position. Seniority shall be computed from a bargaining unit member's original date of hire and will begin to accrue as his/her first day of actual service. Seniority will continue to accrue during the following:

(1) Absence while on approved leave

(2) Military leave

(3) A lay off of twenty-four (24) months or less duration

(4) A resignation or non-renewal where the employee is re-employed or reinstated within the following school year.

b. The following situations constitute breaks in continuous service for which seniority is lost:

(1) Nonrenewal or termination (if reinstated seniority shall be considered continuous)

(2) Retirement (except for STRS disability)

(3) Lay off for more than twenty-four (24) months

(4) Failure to return to work within ten days of receipt of recall from lay off

(5) Failure to return to work at the expiration of a leave unless extension of the leave is granted
For time spent out of the bargaining unit seniority shall not be lost, but it shall not accrue.

b. If two or more teachers have the same length of continuous service, then seniority will be determined by:

(1) The date of the Board meeting at which the teacher was hired; then by

(2) The order in which they were hired on the official Board minutes and then by

(3) Alphabetical order.

c. Posting of Seniority List

The seniority list shall be posted annually, by March 1. The Employer shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, the first day worked, the date of Employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting. The Association will inform the Superintendent of any errors in the seniority list within five (5) work days after the posting.

3. Right to Transfer

a. A member of the bargaining unit who is notified that he/she is to have his/her contract suspended will have the right to transfer to any position held by a less senior member with comparable evaluation ratings of the bargaining unit whose position he/she is certified to fill. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within five (5) days after the member of the bargaining unit is notified that his/her teacher contract is to be suspended.

b. The Superintendent, upon receipt of a bargaining unit member's notice of intent to request transfer, will investigate to substantiate certification, contract status, and seniority. If the transfer request is found to be in compliance with all provisions of this contract, the less senior member with similar evaluation rating of the bargaining unit will be notified of the suspension of his/her teaching contract within five (5) days from receipt, by the Superintendent, of intent to transfer.

c. A member of the bargaining unit who is to be suspended pursuant to this section will have the same transfer rights vis-a-vis a less senior member of the bargaining unit with comparable evaluations as an individual who is to be suspended.

d. A bargaining unit member who transfers to another position in the bargaining unit will retain all his/her accrued benefits.

C. Notice of Intent to Reduce Staff

1. Notice to Association

a. If the Board contemplates suspending the teaching contract of a member of the bargaining unit, for reason of reducing staff, it will notify the Association in writing as soon as the need becomes evident that the suspension is necessary. The written notice will include the specific position to be affected, the reason for the action, and the time at which the suspension will become effective. The Association may, within five (5) days after receiving said notice, request a meeting with the Board for the purpose of discussing the need for suspension(s). The Association will be given the opportunity to present any information which it may have which is relevant to the proposed action of the Board.

b. If the Board contemplates suspending the teaching contract of a member of the bargaining unit to provide for the return to duty of another member of the bargaining unit after a leave, it shall notify the Association in writing not later than fifteen (15) days prior to the effective date of the suspension. The written notice will include the specific position to be affected and the time in which the suspension will become effective. The Association may, within five (5) days after receiving said notice, request a meeting with the Board for the purpose of discussing the need for the suspension(s). The Association will be given the opportunity to present any information which it may have which is relevant to the proposed action of the Board.

2. Notice to Individual

a. Any member of the bargaining unit who is to have his/her contract suspended will be so notified in writing thirty (30)

days prior to the suspension. Such notice will include the reason for the action and time at which the suspension will become effective.

b. A member of the bargaining unit recalled to a vacancy created pursuant to Section C, 1 who is to have his/her teaching contract suspended will be so notified in writing not later than thirty (30) days prior to the effective date of the suspension. Such notice will include the reason for the action and the time at which the suspension will become effective.

c. If a member is RIF'ed, his/her last day will be the last contractual (183 days) work day.

ARTICLE 6: NEGOTIATIONS PROCEDURE

A. A list of items proposed for negotiations shall be submitted in writing by the Association to the Superintendent, or by the Superintendent to the Association President on or before April 15 of the school year in which any portion of the agreement expires unless both parties mutually agree to a later date. A written confirmation shall be sent by the receiving party within ten (10) days of the date of the written request.

B. In the case of a re-opener clause, the Association President shall notify the Superintendent or the Superintendent shall notify the Association President of the intent to negotiate the articles of the contract listed in the re-opener clause by April 15 of the year in which the re-opener clause is in effect.

C. A mutually convenient meeting shall be held no later than thirty (30) days after the date of the original request unless both parties agree to a later date. All meetings shall be held in executive session if the entire Board and/or entire VTA negotiation team are negotiating.

D. At the first meeting, representatives of the Board and representatives of the Association shall establish an agenda of items for negotiations. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by both parties. Both parties may appoint up to six (6) member representatives for the purpose of negotiating. Members shall mean Board members, Association members, Administration members, O.E.A. Representative, and Board representative.

E. Each party shall clothe their representatives with the power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Both parties agree to negotiate in good faith.

F. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as otherwise mutually agreed. Each party may call upon a professional representative from respective parent organizations to assist in negotiations. Each party agrees to pay for the services of the consultants that it obtains.

G. As the negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party. Each party will retain a copy of the initialed form. Until all negotiation meetings are completed, prior to or during each meeting, there shall be a mutually agreed time, place, and date for the next meeting.

H. When tentative agreement is reached on all agenda items, they shall be submitted to the Board and Association for formal approval. Both parties

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

I. The V.T.A. and the Board of Education agree the best interests of both parties can be met by settling issues on a local basis and agree that the following procedures supersede those procedures contained in O.R.C. 4117.14C. If an impasse is declared by either side during negotiations, the item(s) of disagreement shall be submitted to 1 or 2 members of each negotiations team to discuss and confer in an informal atmosphere to make recommendations to both teams within 10 days after the declaration of impasse.

J. If agreement is not reached within 30 days prior to the contract expiration, the parties shall jointly request the appointment of a mediator from the staff of the Federal Mediation and Conciliation Service. The mediator shall meet with the representatives of the parties either jointly or separately, and shall take such steps, as he/she deems appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

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

ARTICLE 7: GRIEVANCE PROCEDURE

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

PURPOSE AND OBJECTIVES

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

GRIEVANCE DEFINED

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

GENERAL PROVISIONS

1. An individual grievance may be initiated by the person aggrieved.

2. A group grievance may be initiated on the basis of an alleged violation or misapplication that affects two (2) or more bargaining unit members.

3. A grievance shall be reduced to writing on forms provided by the Association. These forms shall be in the format established through negotiations and shall contain the following information:

   a. The alleged violation, misapplication or misinterpretation of the grievable documents specified in the grievance definition.
   b. The date the alleged violation or misapplication occurred.
   c. The relief sought.
   d. The signatures of the bargaining unit member(s) initiating the grievance.
   e. The date the grievance was initiated.

4. The Association will be available to assist any professional staff member(s) in preparing the proper and complete information necessary to expedite the process.

5. Representatives of choice may be used by any party involved in the grievance procedure.

6. Time limits will be considered as maximum, unless otherwise extended by mutual agreement in writing, of the parties involved.

7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure will result in the grievance being resolved by the response issued at the previous level.

8. Failure of the administration to respond in the time limit stated will result in the grievance being moved to the next level.

9. A grievance may be initiated at Level III if it has been determined by the building principal or the Local Superintendent that the subject is not within the building principal's responsibility or control.

10. Resolution of a grievance at any level shall apply to the stated grievance only and shall in no way infringe on the statutory obligations or other policies of the Board of Education.

11. Nothing contained in this procedure shall be construed as limiting the individual rights of a professional staff member, having a complaint or problem, to discuss the matter informally with members of the administrative staff through normal channels; however, any adjustments resulting from these discussions shall be in consent with the current negotiated agreement.

12. Nothing contained in this procedure shall be construed as limiting the rights of a professional staff member from using other professional or legal rights in resolving an alleged violation, misapplication, or misinterpretation of the grievable documents specified in the grievance definition.

13. A grievance shall be filed within twenty (20) days of the date of the alleged violation, misapplication, or misinterpretation of the grievable documents specified in the grievance definition.

14. A day shall be interpreted as a school day during the regular school year and a weekday (Monday through Friday) during summer vacation, exclusive of holidays.

15. A grievance shall not be initiated during the summer vacation. A grievable issue arising during the summer months shall be initiated within twenty days of the first day of the following school year.

16. After the filing of a written grievance, it may be withdrawn by the aggrieved at any time.

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

Level I - Informal Discussion

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

Level II - Administration

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

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

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

Level III - Local Superintendent

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

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

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

Level IV - Board of Education

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

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

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

Level V - Binding Arbitration

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

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

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

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

Items of Concern

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

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

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

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

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

VALLEY LOCAL SCHOOL DISTRICT

Grievance Form

Level II - Administration

Name of Grievant(s)_____

Building assignment_____

Date and time of Level I Conference_____

Section of Negotiated Agreement allegedly violated:

_____

_____

_____

Date of alleged violation_____

Statement of Grievance _____

_____

_____

_____

_____

_____

_____

Relief sought_____

_____

_____

_____

_____

_____

_____ _____

Signature of the Grievant Date of initiation

_____ _____

Receipt acknowledged Date and time

VALLEY LOCAL SCHOOL DISTRICT

Grievance Form

Level III - Local Superintendent

Date of Receipt of Level III_____

Disposition or relief offered:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Local Superintendent Date of Response

_____ _____

Receipt acknowledged Date and Time

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

_____Request that my grievance be forwarded to Level IV

_____Accept the disposition or relief offered.

_____ _____

Signature of the Grievant Date

VALLEY LOCAL SCHOOL DISTRICT

Grievance Form

Level IV - Board of Education

Date of Receipt of Level IV_____

Decision of the Board of Education:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Board President Date of Response

_____

Signature of Treasurer

Receipt acknowledged:

_____ _____

Date and Time

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

_____ _____

Signature of the Grievant Date

ARTICLE 8: FACULTY COUNCILS

A. Building faculty councils will be created to provide communication between the professional staff, the school administration, and the Board, in order to provide a means of discussing and resolving building problems. The discussions of the faculty council will include, but not be limited to, the following topics:
   1. Building policies and procedures
   2. Student discipline
   3. Instructional materials
   4. Changes in building policies and procedures
   5. Building level curriculum decisions
   6. Teaching environment

B. The faculty councils should meet on a monthly basis as requested by a building association representative during the months of October, November, January, February, March, April, and May. The date, time and place of these meetings would be left to the discretion of the individual councils.

C. A faculty council of at least six (6) members shall be formed by an association representative at each building during the third week of school. The principal shall serve as a member of each council and five faculty members of whom four shall be members of the bargaining unit shall be elected by the faculty of the building. The VTA will conduct the election by secret ballot after obtaining names of all those interested in serving on the council. The Chairperson and recording secretary will be elected by the council members.

D. The faculty councils would operate with an open agenda. Any member of the faculty council could propose items for the agenda. Agendas for each meeting would be finalized two (2) days prior to the meeting. Minutes of all meetings would be recorded and distributed to all professional staff members assigned to the building and to the Local Superintendent by the recording secretary within three (3) working days.

E. Items not resolved at the building level would be referred to the Superintendent's Advisory Council (SAC), which would be composed of the following members:
   1. Local Superintendent
   2. High School Principal
   3. Middle School Principal
   4. Elementary School Principal(s) or Head Teacher
   5. Two members selected from each of the building councils
   6. A Board of Education member

   Minutes of all meetings of the Superintendent's Advisory Council shall be recorded and distributed to all professional staff members employed by the district and all members of the Board.

   Any item referred to the SAC shall have a resolution granted within 5 school days of the meeting and that decision will be distributed to all members of the Council.

   The Superintendent's Advisory Council will meet, if needed, in the months of October, December, February, and April.

ARTICLE 9: DRUG FREE WORKPLACE

The Valley Local Board of Education and the Valley Teachers' Association mutually agree that the adoption and implementation of the Board policy (File: NEOLA 3122.01) shall comply with the federal requirements of the Drug Free Schools and Communities Act Amendments of 1989, Public Law 10 and Ohio Revised Code 4117.

Reference: Board Policy file: NEOLA 3122.01

ARTICLE 10: EMPLOYEE DEPENDENTS' TUITION FREE

A. It is hereby mutually agreed by the Valley Local Teachers Association and the Valley Local Board of Education, that any employee, full time or part time may enroll their children Pre K – 12 in the Valley Local School District tuition free, regardless of their place of residence.

B. Employees whose children are eligible for open enrollment status must fulfill open enrollment requirements.

C. Pre-school and Latchkey participants are charged fees according to program guidelines.

ARTICLE 11: VACANCIES, TRANSFERS AND ASSIGNMENTS

Vacancies

F. A vacancy shall be defined as a bargaining unit opening (new or vacated). The decision to reemploy for that position is left to the discretion of the Board. Vacancies in teaching or supplemental positions will be posted via e-mail to all bargaining unit members. Any bargaining unit member may apply for such vacancies. No position will be filled until at least five (5) days after internally posting. All qualified bargaining unit members will be given first priority for any vacancy. If a bargaining unit member was not selected, he/she may request to meet with Administration. The bargaining unit member may be accompanied by a representative of their choice.

Transfers - Voluntary and Involuntary

G. Transfers may be made at the request of the bargaining unit member or upon the initiative of the Superintendent or other administrative officer, for any reason, which in the judgment of the Superintendent, shall serve the best interest of the employee and the school district.

If a bargaining unit member is to be involuntarily transferred to a different building or to a different grade level in the elementary grades or to a different department, the Administration shall meet with the bargaining unit member upon the bargaining unit member's request. This transfer will not be made arbitrarily or capriciously. Notification of transfer must be made by the district by July 15 of the year the member is to be transferred. IF the transfer must be made after July 15, the superintendent or his/her designee shall make every reasonable attempt to establish a meeting with the teacher and shall provide reasons, in writing, for the transfer. IF the teacher cannot be contacted for the purpose of such meeting, notice shall be given by certified mail to such teacher's last known address. No transfer shall be made after September 1, except upon mutual agreement. The bargaining unit member may be accompanied by a representative of their choice.

Assignments

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

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

Promotions to Vacant or New Supervisory Position

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

ARTICLE 12: TERMINATION PROCEDURE

Termination of a contract of a teacher shall be in keeping with provisions of ORC § 3319.16.

ARTICLE 13: FAIR DISMISSAL/TEACHER DISCIPLINE

A. Non-renewal of a limited contract of a bargaining unit member shall be in keeping with the provisions of ORC § 3319.11 and other related provisions of the Ohio Revised Code.

B. No later than June 1, the Superintendent shall notify, in writing, any bargaining unit member so affected, of his/her intent not to recommend renewal of contract. Within four days of such notification, the bargaining unit member may request, in writing, a meeting with the Superintendent. The Superintendent shall discuss with the bargaining unit member at the meeting his/her rationale for said recommendation. Such a meeting shall be held prior to Board action.

C. This policy shall not be construed to negate or limit legal rights of the bargaining unit member, nor will it create an expectancy of continued employment, nor shall it prevent the Board from making the final decision regarding a contract renewal or non-renewal. This in no way waives the bargaining unit member's right to appeal the decision through a grievance and/or a court of law.

D. Provisions B and C above shall not apply to supplemental contracts. Bargaining unit members on supplemental contracts will be notified of non-renewal on or before May 31.

   Failure to notify of non-renewal to any bargaining unit member on a supplemental contract within the agreed time lines shall result in re-employment in that supplemental position.

E. NON-RENEWAL OF A REGULAR LIMITED CONTRACT - Non-renewal of a teacher's regular limited contract shall follow Section 3319.11 and related provisions of the ORC.

F. TERMINATION OF A CONTRACT - Termination of a teacher's contract shall be according to ORC § 3319.16 and related provisions of the Ohio Revised Code.

G. TIME FRAMES - Time frames used in non-renewal and termination will follow the requirements of the Ohio Revised Code.

H. FAIR DISMISSAL PROCEDURE:

1. No bargaining unit member will be disciplined without just cause.
   a. Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. The purpose of progressive discipline is to give the teacher an opportunity to improve his/her performance or behavior before further discipline is administered. Except in serious cases (as listed in Anderson School Law 7.05.1, 2015 Edition), progressive discipline gives an employee opportunity to correct behavior.

2. Privacy of the reprimand: No employee will be verbally reprimanded in the presence of any other employee, students, parents of students, or any non-certified employee.

3. The following system of progressive discipline will normally be followed:

   a. Verbal warning – Documented verbal warning and a conference with the building administrator, during which the administrator will notify the teacher that this step initiates the discipline procedure. The memorandum will not be placed in the teachers' official personnel file. At least 24 hour advanced notification of the meeting will be given which may be waived with the mutual agreement of the
   teacher and administrator.

   b. Written reprimand – Written reprimand and conference with the building administrator. This written notice will be placed in his/her personnel file. The teacher will be informed that if there is an additional violation this will result in further disciplinary action. At least 24 hour advanced notification of the meeting will be given which may be waived in writing with the mutual agreement of the teacher and administrator.

   c. Suspension without pay – Suspension by the Superintendent without pay, with written notice of such and a conference with the Superintendent. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/ or possible recommendation for termination.
      1. the first offense will be no more than four (4) days
      2. the second offense will be no more than ten (10) days

   d. Termination – Termination in accordance with ORC § 3319.16 as specified in Section 16.02 above.

I. The severity and relevant circumstances surrounding the bargaining unit member's action(s) will determine the appropriate discipline, and it is recognized that one or more of the preliminary steps preceding termination may be bypassed in a particular case. If more than twenty-four (24) months have lapsed between any step of the progression, it will not be used as part of the progression.

J. An Association representative will be permitted to attend any investigatory interview of a member when disciplinary action is being contemplated against the member. If the teacher chooses not to have Association representatives, one (1) Association representative may still attend the hearing.

K. Any disciplinary action, other than verbal, may be appealed through the grievance procedure.

L. No reprisal of any kind shall be taken against any Association representative participating in the Progressive Discipline procedure.

ARTICLE 14: EMPLOYEE WORK SCHEDULE AND SCHOOL CALENDAR

A. The official school calendar and daily time schedules for all buildings and personnel shall be established by the Board of Education based upon the recommendation of the Administration staff.

B. The length of the regularly scheduled school day for certified staff shall be no longer than seven and one-half hours. Faculty meetings may be held before or after school. Duties such as conferences, special conferences, and school activities before and after school are specifically excluded from "regularly scheduled school day".

C. Staff members shall be given the opportunity to provide written comment for the following year's school calendar on or before February 15th each year for proposed changes, in the school calendar and assigned work day, prior to adoption by the Board of Education.

D. The work year for teachers serving on a nine (9) month contract shall be in accordance with the adopted school calendar and shall not exceed one hundred eighty-three (183) reporting days. Reporting days shall consist of one hundred eighty (180) instructional days, one teacher work day at the beginning of the school year, one teacher work day at the end of the school year, and one in-service day. Instructional days are understood to include all days when pupils are in attendance, teacher work day at the beginning and/or end of the school year, parent conference days, and in-service days/waiver days scheduled by the Board of Education and/or Administrative staff.

E. Any teacher required to work beyond their regular work year will be compensated at the daily rate for each required day provided for in a supplemental contract, which may be a per diem for extended service days. All extended service days will be worked in accordance with schedules established by the Administration staff. The work day during extended service time shall be the same length as a regular work day when school is in session.

F. All members of the instructional staff shall be provided with a duty-free lunch period of thirty (30) consecutive minutes as required by the Ohio Revised Code, within the seven and one-half hour work day. Instructional staff members who wish to leave the building during their assigned lunch period may do so after notifying the building principal or building secretary. Upon their return to the building, the staff member shall notify the building principal or building secretary of their return.

G. All staff members with teaching responsibilities in more than one building (shared staff) will be allocated a minimum of fifteen (15) minutes travel time.

H. When calamity forces the closing of school for students, the district will follow state policy. A calamity is defined as a closing necessitated by outside influence such as, but not limited to, weather.

Time lost due to a calamity that is required to be made up shall be made up without additional pay. If students are dismissed early because of calamity, teachers are allowed to leave once all their students have departed. On days when the opening of school is delayed, buildings should be staffed at regular times insofar as safe and practical; however, teachers are not required to report until the delayed opening time.

The first five (5) days of closures will be considered school closures in which bargaining unit members and students do not report. All days after day five (5) will be remote learning days with the district operating on a two-hour delay schedule. Grade levels preschool through second will have prepared packets for students to assist with the remote learning. Grade levels three through twelve will operate under the full remote learning model.

Bargaining unit members are expected to report to their respective building after the fifth day of closure to complete the remote learning day on a two-hour delay schedule. If unable to report, the bargaining unit member is to contact their building principal to arrange for the delivery of the remote learning lesson.

If the inclement weather is severe, the superintendent can cancel the remote learning day and that day would be made up according to the Board adopted school calendar.

In the event of any legislative changes that alter this section of this particular article, both the Association President and the Superintendent will meet to adjust this section according to the changes in law. This change will be written as an addendum and approved by the VTA Executive Council and the Board.

ARTICLE 15: TEACHING ENVIRONMENT

A. The Board of Education shall provide in each building the following facilities for members of the instructional staff:

1. A separate dining area not available to students.

2. Lounge facilities, vented and of adequate size, for use during non-instructional time. The lounge facilities will not be used for instructional or testing purposes during the regular school day. Staff members may provide coffee makers and/or refrigerators for use in the lounge. These items will be provided at no expense to the Board of Education. Food and/or beverages shall not be removed from the lounge during periods of instruction.

3. Separate rest rooms for males and females.

4. Each standard classroom shall be equipped with a teacher desk and separate, lockable storage facilities. Professional staff members sharing classrooms shall share these facilities.

5. Each bargaining unit member will be provided an initial district identification/entry card and a protective case at no cost to the employee. In the event a bargaining unit member's card becomes damaged or malfunctions a replacement will be issued at no charge upon delivery of the damaged/malfunctioning card to the superintendent's office. In the event a bargaining unit member's card is lost, the fee for replacement will be $10.00.

B. All buildings and grounds owned by the school district should be safe, clean, attractive, and in good repair. Equipment provided for staff use should be in adequate supply and maintained in proper condition. Professional staff members are encouraged to assist in proper maintenance procedures by reporting actual or potential problems to the building principal and/or District maintenance supervisor. Maintenance requests are to be submitted using the electronic application form.

C. Supervisory duties required to insure student safety and positive discipline within the regular school day shall be shared on an equitable basis, by all professional staff members. Duty schedules are to be published in advance to provide adequate planning time for all staff members.

ARTICLE 16: PERSONNEL FILE

A. There shall be only one official personnel file maintained on a teacher. Confidential personnel records of members of the bargaining unit shall be maintained in the Treasurer's office of the district. Each teacher shall have the right, upon request, to review his/her personnel file during the regular business hours of that office. The teacher may be accompanied by a representative of his/her choice during review.

B. At no time shall the personnel file for a teacher be opened to the public unless the material requested is considered public information as per Ohio Revised Code.

C. A teacher may acknowledge that he/she has read the material by affixing his/her signature and the date to the copy to be filed. The affixed signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher.

D. If a teacher believes an item(s) in his/her file is untimely, irrelevant, incomplete and/or inaccurate, he or she may make a written request to the District Records Commission for disposal in accordance with state law.

E. The LPDC file is not considered part of the personnel file and will be maintained separately.

Ref. Board policy file: **NEOLA 8320**

ARTICLE 17: TEACHER EVALUATION

Application

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under ORC § 3319.22, 3319.26, 3319.222 or 3319.226 who spend at least fifty (50) percent of their time providing student instruction.

2. Teachers working under a permanent certificate issued under ORC § 3319.222 as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.

3. Full time bargaining unit members who do not meet the definitions above will be evaluated utilizing a similar tool addressing their specific job description. These evaluation tools must be approved by the Board and the VTA.

ORC 3319.22 (Professional/Senior/Lead Licenses); ORC 3319.26 (Permanent Certificates); ORC 3319.221 (Nurse); ORC 3319.222 (Temporary/Alternative/Limited Licenses); and ORC 3319.226 (Substitutes)

Evaluators

A. An evaluator must be a full-time, credentialed contracted administrative employee of the District.
   1. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor for the school year.

B. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

Evaluation Committee

A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

B. Committee Operation
   1. The committee will consist of three (3) current VTA members or designees (appointed by the VTA Executive Council) and the VTA president and three (3) administrators or designees (appointed by the Superintendent and/or the Board) and the Superintendent.
   2. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
   3. All recommendations of the committee will take affect prior to the start of the following school year if approved by the Board of Education and the VTA.
   4. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.
   5. Members of the committee may request up to two (2) half-days leave for committee work and training.
   6. The committee may request authority to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.).
   7. LPDC contact hours will be issued for Evaluation Committee work. The Administrative chair will issue the certificate.

C. Committee Authority
   1. **The committee is responsible for providing input into jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.**
   2. **The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure can be legally bargained. These negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.**
   3. **If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.**
   4. **In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.**

Schedule for Evaluation

A. Teachers shall be evaluated once annually (i.e. one formal holistic observation and one formal focused or a second holistic observation and up to four (4) documented walkthroughs).
B. The full evaluation cycle shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written/electronic report of the Final Holistic Rating, not later than the tenth day of May.
C. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to ORC § 3319.11, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of that section.
D. Any teachers, who received an "accomplished" rating, will only be evaluated every three (3) years (less frequent cycle) with the following requirements:
    - Self-directed Professional Growth Plan (PGP)
    - One informal observation
    - One conference with discussion of progress on Professional Growth Plan
    - Evaluator determines the teach is making progress on the Professional Growth Plan to continue the less frequent evaluation cyle
E. Any teachers, who received a "skilled" rating, will only be evaluated every two (2) years (less frequent cycle) with the following requirements:
    - Jointly developed Professional Growth Plan
    - One informal observation
    - One conference with discussion of progress on Professional Growth Plan
    - Evaluator determines the teacher is making progress on the Professional Growth Plan to continue the less frequent cycle
F. Any teacher who is on leave for 50% or more of the school year or has submitted notice of retirement on or before Dec 1 of the school year will not be evaluated.
G. HQSD/Data Verification from must be approved by the HQSD Committee. The HQSD Committee(s) will be selected by the administration and the VTA.

Observations

A. Schedule of Observations

A maximum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations except in extenuating circumstances. Both the evaluator and teacher must agree on an altered time frame. In the event an agreement cannot be reached, the Evaluation Committee shall determine the time frame. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

B. Observation Conference

1. All formal observations may be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed if requested by evaluator or teacher.
2. A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. This should occur no later than ten (10) school days after the observation.

Informal Observations/Walkthroughs

A. The informal observation/walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes in duration.
B. The teacher shall be provided an electronic copy of the completed informal observation/walkthrough form, including all scripted and anecdotal documents within five (5) work days.
C. No more than 4 documented walkthroughs shall be included in each evaluation cycle unless teacher performance is deemed to be deficient and adverse personnel action may result, additional walkthroughs may take place.

Due Process

A. Teachers who disagree with Final Holistic Rating will be allowed to request an Evaluation Committee review. The recommendation of the Evaluation Committee will be presented to the evaluator for reconsideration.

B. A teacher will be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending termination.

Reference Document

All items contained herein shall reference and govern the VLSD developed teacher evaluation document.

Any teacher being evaluated in the upcoming school years will receive an electronic reference document.

ARTICLE 18: PAYROLL DEDUCTIONS

A. The Treasurer of the Valley Board of Education is authorized to make voluntary payroll deductions as agreed to by both parties (employee and Treasurer).

All deductions will be made in accordance with this negotiated agreement upon presentation of written authorization individually executed by the employees. If participation in any payroll falls below five (5) participants, then the Treasurer's Office shall make the determination that payroll deductions for that item will no longer be provided. There shall be no more than ten (10) payroll deductions in addition to the professional dues deducted.

All employees must participate in the direct deposit program. If a payday falls on a holiday, the deposit will be made the prior day. Any current employee has the option of direct deposit at any FDIC bank/credit union.

B. The open enrollment periods will be as follows:

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

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

C. The Treasurer of the Board shall deduct in twenty (20) equal amounts, the membership dues of the Association and its affiliates. Such deductions shall be made twice a month, beginning with the first pay of October each year. All deducted dues shall be direct deposited into the VTA account and deduction reports remitted to the VTA treasurer. Any VTA member who leaves before the end of the school year and has not fulfilled their full payment of VTA/OEA dues, will have the remainder dues deducted from their last check. In the event of death while still employed, the deduction of the remaining VTA/OEA dues will be waived.

D. Any staff member enrolled in continuous payroll deductions for professional dues shall be continued on payroll deduction thereafter, unless they submit written notification to the President of the VTA requesting payroll deductions for professional dues to be discontinued. This written notification of discontinuance shall be submitted to the President of the VTA by August 31.

E. The President of the VTA or their designee, shall present the following items to the Treasurer of the Board by September 20:

1. A letter containing a list of all staff members who do want professional dues taken out via payroll deduction.

2. A letter stating the amount of membership dues. If there are staff members whose dues may be of a greater amount, these members and the amount to be deducted shall be noted in this letter.

3. Letters from staff members requesting no payroll deductions. These letters will be placed in staff members' personnel files. (The VTA will also keep copies on record.)

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

ARTICLE 19: INSURANCES

A. The Board of Education shall make available to all full-time bargaining unit members the optional health insurance plans offered by the Scioto County Health Plan. For new employees hired for the 2013-2014 school year, the cost to the bargaining unit members will be fifteen percent (15%) of the annual premium for the single or family plan and will be thirteen percent (13%) for all bargaining units members hired prior to the 2013-2014 school year. This shall be deducted in equal bi-monthly installments.

B. The Board of Education shall provide 100% of the Optical Insurance Plan.

C. The Board of Education shall provide 100% of the Dental Insurance Plan offered by the Scioto County Council of Government

D. The Board of Education shall provide a $30,000.00 Life Insurance Policy on each certified employee. Note: At age 70 and thereafter the Life Insurance Benefits will be reduced as per the plan agreements.

E. All part time employees will be offered insurance according to the Affordable Care Act (ACA) rules and regulations.

F. All bargaining unit members shall have access to a copy of all certificates of insurance via electronic format or shall be provided online access.

G. The Valley Board of Education agrees to maintain a Cafeteria Plan and as part of that plan agrees to award a stipend of $2,500.00 to any employee who is eligible to participate in the Health Benefit Plan for the full upcoming calendar year, and who elects not to participate in the said plan, or who initiates a withdrawal from coverage during the Open Enrollment period.

The $2500.00 stipend will be paid as follows:

1. All first year bargaining unit members will receive in January a prorated payment of ($208.33 per month) of the $1,250.00 in stipend for each qualifying month from September through December not enrolled in the District's insurance coverage.

2. For all bargaining unit members not enrolled in the District's insurance coverage, a stipend of $1,250.00 will be paid in July for the period from January through June. The remaining 50 percent of the stipend, $1250.00, will be paid in January for the period from July through December.

ARTICLE 20: SICK LEAVE

A. Sick leave shall be accumulated at the rate of 1 1/4 days per calendar month. Sick leave may be accumulated to a maximum of 260 days. Sick leave used during the month shall be deducted before determining whether or not the addition of the 1 1/4 days will give an accumulated sick leave in excess of the maximum of 260 days. Employees new to the school district who have no accumulated sick leave, shall be credited with five (5) days of sick leave as prescribed by ORC § 3319.141.

B. Sick leave may be used for the following reasons:

1. Personal illness, injury, or doctor's appointments.

2. Illness, injury, or doctor's appointments in the immediate family. For the purpose of determining eligibility under this section, immediate family will be understood to include the following: parent, brother, sister, husband, wife, mother-in-law, father-in-law, child/foster child, grandchildren, grandparents, grandparents of spouse or any other person living in the bargaining unit member's household.

3. Absences which qualify according to the guidelines of the Family Medical Leave Act (FMLA). Documentation must be completed and submitted to the Treasurer's Office for completion/approval prior to planned leave.

4. Exposure to a contagious disease: The employee may return to duty after presenting a statement from the attending physician indicating the above condition no longer exists and providing a date for returning to duty.

5. Death in the immediate family: For the purpose of determining eligibility under this section, immediate family will be understood to include the following: husband, wife, father, mother, child, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or a person living in the immediate household. A maximum of five (5) days may be used for this purpose.

6. Death of a less immediate relative: For the purpose of determining eligibility under this section, less immediate relative will be understood to include the following: aunt, uncle, niece, nephew, grandparent-in-law, brother-in-law, sister-in-law. A maximum of one (1) day may be used for this purpose. If extenuating circumstances exist, a request may be made to the Superintendent for up to two (2) additional sick leave days for use under this paragraph.

C. Following the absence from duty for any of the above reasons the employee must submit an electronic application for the use of sick leave. The required

application must be submitted on or before the day(s) of absence. Failure to file the required application may result in a reduction in salary for the date(s) of absence. Failure to file the required application may result in a reduction in salary for the date(s) of absence.

D. Falsification of the application shall be grounds for suspension or termination of employment.

1. Falsification of an application for sick leave may include misuse or abuse of sick leave e.g., using sick leave for a purpose other than as described in this Article or the ORC, or evidence of patterned absences, e.g., immediately preceding or following other scheduled time off. All applications for use of sick leave will be subject to review by the building principal and the Local Superintendent.
2. Based on the discretion of the Superintendent, employees missing more that fifteen (15) or more days in a school year may be required to meet before an Attendance Review Committee to provide information about his/her absenteeism. The following people shall be permitted to serve on this committee: Superintendent, Building Administrator, Building representative, and VTA President. The Superintendent shall use reasonable and objective discretion in choosing the committee members.
3. The following steps may occur when employees are not on an approved leave of absence.
   A. 1st Offense – A letter will be issued to the employee scheduling a meeting with their administrator and an Association representative to explain what may happen if a 2nd offense occurs, which may include imposing an unpaid leave day (salary deduct day described as a "docked day") for each day on unapproved leave.
   B. 2nd Offense – A letter will be issued to the employee scheduling a meeting before the Attendance Review Committee to discuss the following: reason for the absence, lack of appropriate leave time, and the use of docked day(s). How to address the issue will also be discussed with the committee. An agreement will be created between the employee and the committee in case there is a 3rd offense. This agreement may include but is not limited to; requiring a doctor excuse be submitted to verify absences, disability considerations, FMLA leave, extended unpaid leave granted by the BOE.
   C. 3rd Offense – A meeting will be scheduled with the committee to implement the previously created agreement or discuss other options that may include disciplinary action.

E. If an employee is absent for more than five (5) consecutive days, the Administration may request a physician's statement or documentation of a physician's appointment.

ARTICLE 21: PERSONAL LEAVE

A. Each bargaining unit member of the Valley Local School District may be granted three (3) unrestricted days of paid personal leave each school year.

B. Personal leave shall not be taken on the following:
1) first or last day of classes
2) any day immediately before or after a holiday, vacation day or professional leave day
3) any day deemed as a waiver day or professional development day that is designated on the school calendar at the start of each school year
4) any Monday or Friday during the month of May and
5) during the last two weeks of school. This limitation may be waived in emergency situations by the Local Superintendent. Prior to the waiver of this limitation, a written statement explaining the nature of the emergency shall be filed with the Local Superintendent. Consideration will be given for specific family events, i.e. graduation from another school (college or high school).
6) Personal Leave shall not be used for engaging in other employment, traveling to other employment, applying for other employment.

C. Said leave shall not be accumulated from one year to the next. (Year is defined as July 1 – June 30). Unused personal leave will convert to sick leave accumulation on a basis of one (1) personal day converts to one (1) sick day OR bargaining unit members may receive a stipend award at the rate of $110.00 per day for personal days not used. To be eligible for the stipend, a bargaining unit member must have a minimum of 240 sick days by May 5. Unused personal days will be converted to sick leave unless the "Conversion of Personal Leave" form is completed and returned to the Treasurer's Office no later than the last teacher work day of the school year.

D. Association members elected or appointed to governing bodies of the Ohio Education Association or the National Education Association shall be granted not more than four (4) days with pay, for the purpose of attending required meetings of these governing bodies or committees.

E. In applying for personal leave the following procedures shall be followed:
1. The certificated employee requesting personal leave shall submit a properly completed electronic application at least three (3) working days prior to the requested absence.
2. If the request for personal leave is approved, the employee and building principal will receive an electronic confirmation.
3. If the application for personal leave is denied, the employee will receive an electronic notification that explains the Local Superintendent's reason(s)s for his/her action.

No more than 10% of the certificated employees per building will be permitted to use personal leave on the same day. This limitation may be waived in emergency situations by the Local Superintendent. No personal leave may be granted during the building's designated state or district-required testing. This limitation may be waived in emergency situations by the Local Superintendent

CONVERSION OF PERSONAL LEAVE

I am requesting that I receive $110.00 for each unused personal day as outlined in Article 21, Item C of the negotiated agreement between the Valley Teachers' Association and the Valley Local Board of Education.

I understand that in order to receive this stipend, I must have a minimum of 240 accumulated sick days on May 5. I also understand that the $100.00 per day for unused personal leave will be awarded by the Treasurer prior to the beginning of the next school year.

Employee Signature _____ Date _____

This form must be submitted to the Treasurer's office no later than the last teacher work day of the school year or unused personal days will be converted to sick leave accumulation.

ARTICLE 22: PROFESSIONAL LEAVE

A. Each member of the certificated staff may be granted up to five (5) days professional leave each year for the purpose of attending conferences of an instructional nature. In-service training required by the Local Board of Education, the South Central ESC, or the State Department of Education shall not be counted as professional leave as outlined in this statement. Professional leave must be directly related to assigned teaching field or Board compensated supplemental assignment.

B. The Board of Education shall allow current IRS rate per mile at time of travel, not to exceed 300 miles round trip per meeting. In addition, the Board of Education shall reimburse for registration fees as approved by the Superintendent; lodgings not to exceed $200.00 per day or as approved by the superintendent; parking not to exceed $25.00 per day; and meals as follows: maximum of $40 for a full day, $20 for a half day. Meals may be purchased whenever and wherever the employee desires as long as the expenditure occurs within the hours of the conference/meeting and the accompanying travel time. All expenses not covered by these amounts shall be the responsibility of the professional staff member. After the completion of the professional meeting, the staff member shall file, with the Treasurer of the Board of Education, an itemized receipt to be submitted for all expenses. (Tips are not reimbursable). Receipts are not required for mileage. Reimbursement expenses will be paid within twenty (20) days.

C. A traveler on official school business will be expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling on personal business. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations will not be considered prudent, nor will they be accepted. A MapQuest document must be submitted for mileage reimbursement. Mileage reimbursement will not be granted for travel within Scioto County unless pre-approved by the Superintendent.

D. In applying for the use of professional leave the following procedure shall be followed:

1. The certificated employee requesting professional leave shall submit a properly completed electronic application for substitution purposes and submit a properly completed Professional Leave Application form to their building principal five (5) working days prior to the requested absence.
2. Upon receipt of the completed application, the building principal shall sign and date the request and forward all copies of the application to the Local Superintendent.
3. After approval of the request, the Local Superintendent shall return one copy to the building principal and one copy to the requesting employee.

4. If the application for professional leave is denied, the Local Superintendent shall, at the request of the bargaining unit member, give reasons for his/her action.

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

(See attached form)



VALLEY LOCAL SCHOOL DISTRICT

Professional Leave Application Form

EMPLOYEE NAME _____

NAME OF CONFERENCE/MEETING _____

LOCATION _____

DATE(S) _____

EMPLOYEE SIGNATURE _____ DATE _____

PRINCIPAL SIGNATURE _____ DATE _____ ☐ Approved ☐ Denied

The above application for use of Professional Leave is:

SUPERINTENDENT _____ DATE _____ ☐ Approved ☐ Denied

The Board of Education shall allow current IRS rate at the time of travel, not to exceed 300 miles round trip, per meeting. In addition, the Board of Education shall reimburse for registration fees as approved by the Superintendent per meeting; lodging max of $200 per day or as approved by the Superintendent and meals not to exceed $40 full day meetings and $20 half day meetings, and parking not to exceed $25 per day. Itemized receipts must be submitted, tips are not reimbursable.

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

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

Upon submitting a Professional Development Leave Form, please:

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

Table 1.0	ESTIMATED EXPENSES	ACTUAL SUBMITTED	AMOUNT APPROVED
MILEAGE			
REGISTRATION			
LODGING			
MEALS			
PARKING			
TOTAL			

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

If you are filling out this form then you do not need to also fill out a requisition form.

Valley Local School District

Guidelines for Submitting Professional Leave

1. All expenses must be estimated on the Professional Leave Application Form (Table 1.0) before submitting the form to the principal/supervisor for prior approval and be in accordance with Board of Education allowable expenditures. If not, the expenses may not be approved for reimbursement.

2. Professional Leave Application Form must be submitted at least five days in advance to the building principal. Many conferences have registration deadlines and/or fill up quickly. For this reason, please submit professional leave request as far in advance as possible.

3. Meeting documentation (i.e. agenda, brochure, mileage, hotel, meals) must be accompanying the Professional Leave Application Form. The name of the meeting/conference must be written on the Professional Leave Application Form.

4. Type or print the employee name on the Professional Leave Application Form. (employee name/signature must be legible).

5. If mileage reimbursement is being requested at district rate per mile, the mileage must be listed on the Professional Leave Application Form. Valley will only reimburse for mileage if the mileage distance is listed on the Professional Leave Application Form, at the time the application is submitted for prior approval and must be calculated from Valley LSD to the location of the event. Carpooling is encouraged.

6. Professional leave/conferences may be approved if the request aligns with Valley LSD goals and is not available or offered from the personnel within Valley LSD.

7. Actual receipts must be submitted with the electronic copy of the purchase order upon your return. Amounts must be listed on the Professional Leave Application Form when submitted for prior approval.

8. Complete the box on the Professional Leave Application Form if a substitute is necessary.

9. All Professional Leave Forms must be signed by the building principal/supervisor before sending to the superintendent's office for final approval.

10. Entire teams of employees are <u>not</u> encouraged to register for workshops/conferences. Please utilize the train-the-trainer concept to keep costs to a minimum.

11. Once the employee returns from a conference/meeting, the employee will share new knowledge/skills learned at the conference/meeting with grade level/department staff and/or administration.

ARTICLE 23: TUITION REIMBURSEMENT

A. The Board of Education agrees to establish a tuition reimbursement program for teachers. Bargaining unit members shall be reimbursed up to fifty per cent (50%) of the cost of each graduate credit hour up to a maximum of 9 quarter or 6 semester hours per contract year. The maximum expenditure per contract year for the Board shall be limited to ten thousand dollars ($10,000.00).

B. The Board of Education agrees to establish a tuition reimbursement program for teachers pursuing graduate level classes to fulfill the requirements to qualify them to teach College Credit Plus (CCP) classes. Bargaining unit members shall be reimbursed up to seventy-five per cent (75%) of the cost of each graduate credit hour up to a maximum of 18 semester hours. Staff utilizing this CCP Tuition Reimbursement opportunity; understand they will agree to fulfill the CCP/dual enrollment requirements for students here at Valley High School.

C. In order to be eligible for reimbursement:

1. The course must be taken at a teacher training institution recognized by the Ohio State Department of Education.

2. The bargaining unit member must file an application (Form A or Form B for CCP coursework) for reimbursement and a copy of the receipt of payment for the tuition with the Superintendent within (30) days of the beginning session of the class. The Superintendent shall notify the applicant of the approval or disapproval of the application within ten (10) days of receipt of the application.

3. The course must be directly related to the applicant's assigned teaching area or be a part of a Master's Degree program in the field of education. The Superintendent shall have final authority in determining whether or not a course meets this requirement.

4. The final grade in the course must be no lower than "B" or "P" in a Pass/Fail course.

5. The final grade must be submitted within sixty (60) days of the completion of course. Grades for approved courses not submitted by August 31 shall not be reimbursed until the following academic year.

D. The Treasurer of the Board of Education shall issue a check to each approved claimant for the full amount approved as per sections A and B above.

E. Staff members who participate in this program and then choose to leave the district within two years of the receipt of reimbursement, shall be required to repay the Board an amount equal to the tuition reimbursement received.

VALLEY LOCAL SCHOOL DISTRICT

Application for Tuition Reimbursement- Form A

I, _____ hereby request reimbursement for the following course(s) which are being offered by
Name of College or University_____

during the _____quarter (semester) of the_____ academic year.

Course Number Course Title Credit Hours

Date class's start:_____

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

Explain how this course relates to your current teaching assignment:
(please attach explanation)

_____ _____
Signature Date

Date and time received:

_____ Approved _____ Disapproved

Reason for disapproval:

_____ _____
Superintendent's Signature Date

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

_____ _____
Signature Date

VALLEY LOCAL SCHOOL DISTRICT

Application for CCP Tuition Reimbursement- Form B

I, _____ hereby request reimbursement for the following course(s) which are being offered by
Name of College or University_____

during the _____quarter (semester) of the_____ academic year.

Course Number Course Title Credit Hours

Date class's start:_____

The credit hour rate currently being charged by the college or university is

$_____ per quarter/semester hour.

Explain how this course relates to your current teaching assignment.

(please attach explanation)

_____ _____
Signature Date

Date and time received:

_____ Approved _____ Disapproved

Reason for disapproval:

_____ _____
Superintendent's Signature Date

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

_____ _____
Signature Date

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

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

ARTICLE 25: SEVERANCE PAY

The Board and the Association agree that the Board shall grant severance pay in an amount to be determined by multiplying the daily rate of a teacher's pay at retirement by 1/4 of the total number of accumulated unused sick leave days to a maximum of 62 days. If the teacher has not been employed by the Board for at least five (5) years, the maximum amount of severance pay shall be limited to thirty (30) days. This amount shall be paid to the retiree within thirty (30) days of retirement.

Upon an employee's retirement being accepted by the Valley Local BOE, all sick days entitled to that employee for the current contract year will be issued when calculating the employee's severance package.

ARTICLE 26: SALARY NOTICE AND PAY PERIODS

A. The base salary for school years:
- 2024-25: $44,454 (3%)
- 2025-26: $45,788 (3%)
- 2026 -27 $47,162 (3%)

B. Bargaining unit members shall be paid on a semi-monthly basis. Payroll will be processed on the 5th & 20th of each month. If one of these dates occurs on a weekend or holiday, the payroll will be posted on the prior workday.

The Treasurer of the Board shall establish the date of the first pay period of each contract year.

D. The Board and Association agree that annual salary notices for all school years will be sent out prior to August 15th.

E. Any member who has obtained what is considered a salary adjustment since the previous salary notice, must submit verification of the completion to the local Treasurer by Sept. 10 of the current year in order for the degree step to be applied to the salary.

F. A list of the yearly pay dates will be posted electronically before the first pay of each school year.

G. Any teacher who teaches College Credit Plus classes at the high school will be paid a yearly stipend of $500 at the completion of the school year. The stipend will be paid by June 30th.

ARTICLE 27: SALARY SCHEDULE

Valley Local School District
Scioto County
2024-2025 Teacher
Salary Schedule

Bachelor Index	B+30 Index	Masters Index	FY25 August 1, 2024 - July 31, 2025				
			$ 1,295	PREVIOUS BASE	PREVIOUS BASE	PREVIOUS BASE	PREVIOUS BASE
			3% Increase	$ 43,159.00	$ 44,799.00	$ 47,259.00	$ 47,759.00
			Total Increase				
			EXP	Bachelor	Bachelor +30 *	Masters	Masters +15 **
1.0000	1.0380	1.0950	0	$ 44,454	$ 46,143	$ 48,677	$ 49,177
1.0380	1.0810	1.1430	1	$ 46,143	$ 48,055	$ 50,811	$ 51,311
1.0760	1.1240	1.1910	2	$ 47,832	$ 49,966	$ 52,944	$ 53,444
1.1140	1.1670	1.2390	3	$ 49,521	$ 51,878	$ 55,078	$ 55,578
1.1520	1.2100	1.2870	4	$ 51,211	$ 53,789	$ 57,212	$ 57,712
1.1900	1.2530	1.3350	5	$ 52,900	$ 55,701	$ 59,346	$ 59,846
1.2280	1.2960	1.3830	6	$ 54,589	$ 57,612	$ 61,480	$ 61,980
1.2660	1.3390	1.4310	7	$ 56,278	$ 59,524	$ 63,613	$ 64,113
1.3040	1.3820	1.4790	8	$ 57,968	$ 61,435	$ 65,747	$ 66,247
1.3420	1.4250	1.5270	9	$ 59,657	$ 63,347	$ 67,881	$ 68,381
1.3800	1.4680	1.5750	10	$ 61,346	$ 65,258	$ 70,015	$ 70,515
1.4180	1.5110	1.6230	11	$ 63,035	$ 67,170	$ 72,148	$ 72,648
1.4560	1.5540	1.6710	12-14	$ 64,725	$ 69,081	$ 74,282	$ 74,782
1.4940	1.5970	1.7190	15-19	$ 66,414	$ 70,993	$ 76,416	$ 76,916
1.5320	1.6400	1.7670	20-25	$ 68,103	$ 72,904	$ 78,550	$ 79,050
1.5700	1.6830	1.8150	26-28	$ 69,792	$ 74,816	$ 80,684	$ 81,184
			29-32	$ 70,792	$ 75,816	$ 81,684	$ 82,184
			33+	$ 71,792	$ 76,816	$ 82,684	$ 83,184
					*Undergrad Hours		**Grad Hours
0.038	0.043	0.048					Masters + $500

2025-2026 Teacher Salary Schedule

Bachelor Index	B+30 Index	Masters Index		FY26 August 1, 2025 - July 31, 2026			
			$ 1,334	PREVIOUS BASE	PREVIOUS BASE	PREVIOUS BASE	PREVIOUS BASE
			3% Increase	$ 44,454.00	$ 46,143.00	$ 48,677.00	$ 49,177.00
			Total Increase				
			EXP	Bachelor	Bachelor +30 *	Masters	Masters +15 **
1.0000	1.0380	1.0950	0	$ 45,788	$ 47,528	$ 50,137	$ 50,637
1.0380	1.0810	1.1430	1	$ 47,528	$ 49,496	$ 52,335	$ 52,835
1.0760	1.1240	1.1910	2	$ 49,267	$ 51,465	$ 54,533	$ 55,033
1.1140	1.1670	1.2390	3	$ 51,007	$ 53,434	$ 56,731	$ 57,231
1.1520	1.2100	1.2870	4	$ 52,747	$ 55,403	$ 58,929	$ 59,429
1.1900	1.2530	1.3350	5	$ 54,487	$ 57,372	$ 61,126	$ 61,626
1.2280	1.2960	1.3830	6	$ 56,227	$ 59,341	$ 63,324	$ 63,824
1.2660	1.3390	1.4310	7	$ 57,967	$ 61,310	$ 65,522	$ 66,022
1.3040	1.3820	1.4790	8	$ 59,707	$ 63,278	$ 67,720	$ 68,220
1.3420	1.4250	1.5270	9	$ 61,447	$ 65,247	$ 69,918	$ 70,418
1.3800	1.4680	1.5750	10	$ 63,187	$ 67,216	$ 72,116	$ 72,616
1.4180	1.5110	1.6230	11	$ 64,927	$ 69,185	$ 74,313	$ 74,813
1.4560	1.5540	1.6710	12-14	$ 66,667	$ 71,154	$ 76,511	$ 77,011
1.4940	1.5970	1.7190	15-19	$ 68,407	$ 73,123	$ 78,709	$ 79,209
1.5320	1.6400	1.7670	20-25	$ 70,147	$ 75,092	$ 80,907	$ 81,407
1.5700	1.6830	1.8150	26-28	$ 71,887	$ 77,061	$ 83,105	$ 83,605
			29-32	$ 72,887	$ 78,061	$ 84,105	$ 84,605
			33+	$ 73,887	$ 79,061	$ 85,105	$ 85,605
					*Undergrad Hours		**Grad Hours
0.038	0.043	0.048					Masters + $500

2026-2027 Teacher Salary Schedule

Bachelor Index	B+30 Index	Masters Index	FY27 August 1, 2026 - July 31, 2027				
			$ 1,374	PREVIOUS BASE	PREVIOUS BASE	PREVIOUS BASE	PREVIOUS BASE
			3% Increase	$ 45,788.00	$ 47,528.00	$ 50,137.00	$ 50,637.00
			Total Increase				
			EXP	Bachelor	Bachelor +30 *	Masters	Masters +15 **
1.0000	1.0380	1.0950	0	$ 47,162	$ 48,954	$ 51,642	$ 52,142
1.0380	1.0810	1.1430	1	$ 48,954	$ 50,982	$ 53,906	$ 54,406
1.0760	1.1240	1.1910	2	$ 50,746	$ 53,010	$ 56,170	$ 56,670
1.1140	1.1670	1.2390	3	$ 52,538	$ 55,038	$ 58,433	$ 58,933
1.1520	1.2100	1.2870	4	$ 54,330	$ 57,066	$ 60,697	$ 61,197
1.1900	1.2530	1.3350	5	$ 56,122	$ 59,094	$ 62,961	$ 63,461
1.2280	1.2960	1.3830	6	$ 57,914	$ 61,121	$ 65,225	$ 65,725
1.2660	1.3390	1.4310	7	$ 59,707	$ 63,149	$ 67,488	$ 67,988
1.3040	1.3820	1.4790	8	$ 61,499	$ 65,177	$ 69,752	$ 70,252
1.3420	1.4250	1.5270	9	$ 63,291	$ 67,205	$ 72,016	$ 72,516
1.3800	1.4680	1.5750	10	$ 65,083	$ 69,233	$ 74,280	$ 74,780
1.4180	1.5110	1.6230	11	$ 66,875	$ 71,261	$ 76,543	$ 77,043
1.4560	1.5540	1.6710	12-14	$ 68,667	$ 73,289	$ 78,807	$ 79,307
1.4940	1.5970	1.7190	15-19	$ 70,459	$ 75,317	$ 81,071	$ 81,571
1.5320	1.6400	1.7670	20-25	$ 72,252	$ 77,345	$ 83,335	$ 83,835
1.5700	1.6830	1.8150	26-28	$ 74,044	$ 79,373	$ 85,598	$ 86,098
			29-32	$ 75,044	$ 80,373	$ 86,598	$ 87,098
			33+	$ 76,044	$ 81,373	$ 87,598	$ 88,098
					*Undergrad Hours		**Grad Hours
0.038	0.043	0.048					Masters + $500

ARTICLE 28: SUPPLEMENTAL SALARY SCHEDULE (updated May 2024)

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

All qualified bargaining unit members will be given first priority for any vacancy.

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

1. The staff member will submit a request for payment to the appropriate building administrator.
2. The building administrator will certify completion of the assignment.
3. The building administrator will then forward the approved request to the Treasurer for payment.
4. The Treasurer will pay the stipend the next regular payroll. Years of experience will be understood to be in that position or higher.

Positions	Supplemental Start Pay 2024	Yearly Increase	Number of positions
Athletic Director	$6300	$100.00	
HS-Head Football Coach	$6300	$100.00	
HS-Head Boys Basketball Coach	$6300	$100.00	
HS-Head Girls Basketball Coach	$6300	$100.00	
HS-Head Baseball Coach	$3465	$75.00	
HS-Head Boys Soccer Coach	$3465	$75.00	
HS-Head Boys Track Coach	$3465	$75.00	
HS-Head Girls Track Coach	$3465	$75.00	
HS-Cheerleading Coach (Fall)	$3465	$75.00	
HS-Cheerleading Coach (Winter)	$3465	$75.00	
HS-Head Volleyball Coach	$3465	$75.00	
HS-Head Softball Coach	$3465	$75.00	
HS- Assistant Football Coach	$2993	$70.00	4
HS-Boys JV Basketball Coach	$2993	$70.00	
HS-Girls JV Basketball Coach	$2993	$70.00	
HS- Assistant Baseball Coach	$1575	$70.00	
HS -Weight Room Advisor (Boys)	$2835	$70.00	
HS -Weight Room Advisor (Girls)	$2835	$70.00	
HS - Head Powerlifting Coach	$1890	$75.00	
HS - Assistant Powerlifting Coach	$1050	$70.00	
HS-Boys Tennis Coach	$2678	$70.00	
HS-Girls Tennis Coach	$2678	$70.00	
HS-Golf Coach	$2678	$70.00	
HS-Cross Country Coach	$2363	$70.00	
HS-JV Volleyball Coach	$1575	$70.00	
HS-Assistant Softball Coach	$1575	$70.00	
HS-Assistant Boys Soccer Coach	$1575	$70.00	

HS-Assistant Track Coach		$1575		$70.00	
MS -Head Football Coach		$2363		$60.00	
MS -Assistant Football Coach		$1260		$60.00	
Boys 8th grade Basketball Coach		$2363		$60.00	
Girls 8th grade Basketball Coach		$2363		$60.00	
Boys 7th grade Basketball Coach		$2363		$60.00	
Girls 7th grade Basketball Coach		$2363		$60.00	
MS -Cheerleading Coach (Fall)		$1575		$60.00	
MS - Cheerleading Coach (Winter)		$1575		$60.00	
MS -Cross Country Coach		$1575		$60.00	
8th grade Volleyball Coach		$1575		$60.00	
7th grade Volleyball Coach		$1575		$60.00	
MS – Head Boys Track Coach		$1575		$60.00	
MS – Head Girls Track Coach		$1575		$60.00	
MS -Assistant Track Coach		$882		$50.00	
High School Yearbook Advisor		$3150		$50.00	
Senior Class Sponsor		$2520		$50.00	
Junior Class Sponsor (Prom)		$2520		$30.00	
Drama Club		$1103		$30.00	
National Honor Society		$1103		$30.00	
MS -Yearbook Advisor		$1103		$30.00	
HS-Quiz Bowl		$1103		$30.00	
Spanish Club		$1103		$30.00	
Mock Trial		$1103		$30.00	
HS – E-Sports Advisor		$ 1575		$3000	
Elementary Yearbook Advisor		$1103		$30.00	
HS -Ohio Model United Nations (OMUN) Advisor		$1323		$30.00	
MS -Quiz Bowl		$788		$30.00	
8th Grade Trip Organizer		$945		$30.00	
MS -Ohio Model United Nations (OMUN) Advisor		$1103		$30.00	

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

ARTICLE 29: SUPPLEMENTAL INSTRUCTIONAL PAY

A. The Valley Local Board of Education and the Valley Teachers' Association hereby agree that teachers who are providing instruction in addition to his/her regular duties is completing a supplemental assignment and will be paid $35.00 per hour. These supplemental instructional assignments include, but are not limited to, home instruction teachers, summer school teachers, kindergarten camp teachers, or any other bargaining unit members' instructional activities that are pre-approved by the superintendent and are not included in the regular school calendar or regular work day.

B. Teachers providing instruction in addition to his/her regular duties for "kindergarten camp" are limited to a maximum of 25 hours per contract year (4 hours of planning/prep and 21 hours of instruction).

C. Home instruction hours will be considered on a case-by-case student need. When a Home Instructor is needed, the minimum of five (5) hours per week will be enacted.

D. Summer school hours will be established on an annual basis accordingly.

ARTICLE 30:
VALLEY LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. The Valley Local Professional Development Committee (LPDC) is established to oversee, review, and approve professional development plans of all certified employees of Valley Local School District as mandated by the Ohio Revised Code 3319.22. This is an ongoing committee and was established in September 1998. Each employee wishing to fulfill license/certificate renewal is responsible for submitting this information to the LPDC.

B. The LPDC shall be comprised of seven (7) members as follows: Four (4) teachers selected by the Association and three (3) other certificated/licensed district employees appointed by the Superintendent.

C. The LPDC shall maintain a "Plan of Operations". A copy of the "Plan of Operations" will be available to anyone on request.

D. In the event of a vacancy, a new committee member shall be appointed by the party responsible for the initial selection.

E. The LPDC shall meet as often as the members deem necessary to complete their work.

F. Decisions of the LPDC shall be made by majority vote of the members present and voting so long as a quorum is present. A quorum shall consist of at least five (5) committee members.

G. An appeal process shall be established by the LPDC. This will be described in detail in the "Plan of Operations."

H. Members of the LPDC shall be reimbursed for all expenses incurred attending any required training for this position as in the negotiated agreement.

I. Members of the LPDC will be paid a yearly stipend of $600 at the completion of the fiscal year. Members will receive their stipend by June 30th.

J. Committee members should attend 75% of the meetings of the committee to receive the full stipend.

ARTICLE 31: TECHNOLOGY PRIVACY

A. The bargaining unit members have the permission of the Valley Local School District to use the computer network maintained by the District.

B. The bargaining unit members may use the network system for any legal activity for personal e-mail, research, and data storage by the employee during times in which the employee does not have active job responsibilities.

C. All IT related equipment purchased by District and programs used by employees are subject to review and public records request anytime, without notice. All school emails are considered public and therefore subject to public records requests.

Reference: NEOLA 7540.01

ARTICLE 32: EMPLOYMENT OF RETIRED TEACHERS

1. This Article governs the terms and conditions of employment of any retired teacher whom the Board chooses to regularly employ in a position that falls within the description of the bargaining unit. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

2. Retired teachers re-employed by the Valley Local School District shall be placed on the certificated staff salary schedule at a Bachelor's Degree and zero (0) years' experience.

   In situations where the Board deems there to be extenuating circumstances, the placement on the salary schedule may be changed by the Board based on the recommendation of the Superintendent.

3. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.

4. No evaluation procedures in this agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under Paragraph 2 above will automatically non-renew at the end of its term. The procedures appearing in Section 3319.11 of the Ohio Revised Code Section, including the post-renewal procedures appearing in Section 3319.11 (G), shall not apply to any such contract nonrenewal.

5. The employee will be credited with zero (0) years of seniority and shall not accrue seniority for any purpose.

6. The employee shall be eligible for a supplemental contract at the discretion of the Superintendent.

7. The employee shall be eligible for all leaves under this Agreement except that in no event will the employee be awarded a sabbatical leave.

8. The employee will be offered insurance per the Affordable Care Act (ACA)/Scioto Health Plan (SHP) requirements. Employee will receive the Board paid life insurance. Employee may purchase employee paid benefits if the plan permits.

9. The employee will in no event qualify for severance pay.

10. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE 33: CONTRACT SEQUENCE

The following statement of sequence of limited contracts is made to inform the teaching staff of the normal limited contract progression expectancy in this district. It is not intended to limit the Board of Education's statutory authority as to contract issuance.

The normal sequence of limited contracts will be:

1. One year, upon initial employment
2. One year, upon re-employment for the second contract
3. Two years, upon re-employment for the third contract
4. Three years, upon re-employment for the fourth contract and each contract thereafter.
5. A teacher who has attained statutory requirements for continuing contract status may be considered for a continuing contract at the end of the existing limited contract.
6. The Board, at its option, may interrupt this order of issuing contracts at any time and issue a one-year limited probationary contract. Within thirty days of issuance of a one-year probationary contract, the administration must provide the teacher with specific reasons and a detailed plan for improvement. Upon completion of the one-year probationary contract and upon re-employment, the member shall be placed by the Superintendent in the contract sequence above. The number of probationary contracts shall not be limited.

- The above provisions shall remain in effect unless in conflict with Ohio Revised Code.

ARTICLE 34: ASSAULT LEAVE

A. A bargaining unit member who is absent due to disability resulting from an unprovoked physical attack upon the bargaining unit member occurring on Board premises or while in attendance at an official school function and in the course of the employee's employment shall, subject to the specifications below and the approval of the Superintendent, be granted up to a maximum of fifteen (15) working days of assault leave. During assault leave, the employee shall be maintained on full pay basis, and the leave shall not be charged against sick leave or personal leave. At the expiration of the fifteen (15) working days of assault leave, if the employee is still disabled, the employee may use his/her accumulated sick leave or apply for workers' compensation, if eligible, for the period of physical disability.

B. A bargaining unit member requesting assault leave will complete and submit to the Superintendent an assault leave request form provided by the Board which includes the following:
    1. Date and time of occurrence
    2. Identification of the individual(s) causing the assault (if known)
    3. Facts and circumstances surrounding the assault
    4. A certificate from a licensed physician describing the nature of the injury sustained causing the absence and the number of days the employee will be unable to work due to the injury. The Board may also require the employee to be examined by a physician chosen by the Board at no expense to the employee.
    5. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).
    6. Signature of the assaulted employee

C. The teacher shall return to his/her professional assignment held prior to the disability, provided he/she returns during the school year in which the leave originated.

D. The employment of any teacher who falsifies his/her signed statement or a physician's certificate may be terminated.

ARTICLE 35: IMPLEMENTATION AND DURATION

A. Duration of Agreement:
This master contract shall become effective as of August 1, 2024. Contract language should be effective until July 31, 2027.

C. No Fault:
Should any provision of this contract be found contrary to law by a court of competent jurisdiction, that provision shall be deemed void but all other provisions shall remain in full force. Should any provision in this contract be found contrary to law, the Board and the Association shall re-negotiate the provision(s). Such negotiations shall occur within thirty days following the court ruling.

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

E. Printing and Distribution:
Within thirty (30) days of ratification by the Board and the Association, the Board and Association shall provide an electronic copy of the master contract to each employee via email.

For the Valley Local School District Board of Education	For the Valley Local Teachers' Association
Scott Raffe	
Kristi Hall	
Kelly J Montgomery	
Date	Date 7/9/24