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STATE EMPLOYMENT
RELATIONS BOARD

K27350

MASTER CONTRACT

2011 JUN 27 P 2 31

BETWEEN

**OHIO VALLEY
EDUCATION ASSOCIATION**

AND

**ADAMS COUNTY/OHIO VALLEY
SCHOOL DISTRICT BOARD OF EDUCATION**

EFFECTIVE JULY 1, 2011 through JUNE 30, 2013

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 1

1.1 RECOGNITION 1

1.2 BARGAINING UNIT DEFINED 1

1.3 MANAGEMENT RIGHTS 1

ARTICLE II - ASSOCIATION RIGHTS 1

2.1 BULLETIN BOARDS 1

2.2 PAYROLL DEDUCTIONS 1

2.3 USE OF BUILDING'S PUBLIC ADDRESS SYSTEM 3

2.4 USE OF SCHOOL EQUIPMENT 3

2.5 DISSEMINATION OF MATERIALS 3

2.6 NOTIFICATION OF SCHOOL BOARD MEETINGS 3

2.7 PERSONNEL DIRECTORY 3

2.8 NEW TEACHER ORIENTATION 3

2.9 SUPPLIES AND MATERIALS 3

2.10 VISITATION RIGHTS OF ASSOCIATION PRESIDENT 3

2.11 ASSOCIATION BUILDING REPRESENTATIVES AND OFFICERS 4

2.12 ASSOCIATION RELEASED TIME 4

2.13 ASSOCIATION PHONE 4

2.14 PRINTING AND PROVIDING COPIES OF THE CONTRACT 4

2.15 NO REPRISAL CLAUSE 4

ARTICLE III - NEGOTIATIONS PROCEDURE 4

3.1 DEFINITIONS 4

3.2 INITIATING NEGOTIATIONS 4

3.3 WRITTEN REPLY 5

3.4 DATE OF WRITTEN REQUEST 5

3.5 FIRST NEGOTIATIONS SESSION 5

3.6 RELEASED TIME FOR BARGAINING 5

3.7 EXCHANGING WRITTEN PROPOSALS 5

3.8 SUBSEQUENT NEGOTIATIONS SESSIONS 5

3.9 PRIVATE NEGOTIATIONS SESSIONS 5

3.10 CAUCUS 5

3.11 WRITTEN PROPOSALS AND COUNTERPROPOSALS 5

3.12 REPRESENTATION 5

3.13 LATE OR CANCELED SESSIONS 5

3.14 CONSULTANTS 6

3.15 AD HOC COMMITTEES 6

3.16 AGREEMENT 6

3.17 DISAGREEMENT 6

ARTICLE IV - GRIEVANCE PROCEDURE 6

4.1 DEFINITIONS 6

4.2 PURPOSE AND OBJECTIVES 7

4.3 CONFIDENTIALITY OF PROCEEDINGS 7

4.4 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION 7

4.5 TIME LIMITS 8

4.6 GRIEVANCE PROCEDURE 8

ARTICLE V - EMPLOYMENT PRACTICES 9

5.1 EMPLOYMENT 9

5.2 ASSIGNMENT 10

5.3 VACANCIES 10

5.4 TRANSFER 11

5.5 OHIO REVISED CODE 12

5.6 SENIORITY DEFINED 12

5.7	REDUCTION IN FORCE (RIF) / RECALL	13
5.8	TERMINATION AND NON-RENEWAL	14
5.9	CHANGES IN JOB DESCRIPTIONS	14
5.10	NOTIFICATION OF CONTINUING CONTRACT STATUS.....	14
5.11	CONTRACT SEQUENCE	15
5.12	EMPLOYMENT OF RETIRED TEACHERS.....	15
ARTICLE VI - WORKING CONDITIONS.....		16
6.1	PROFESSIONAL STAFF MEMBER EVALUATION	16
6.2	PERSONNEL FILES	18
6.3	PROGRAM-PLANNING	18
6.4	ACADEMIC FREEDOM	18
6.5	CITIZEN COMPLAINT (NON-ACADEMIC):.....	19
6.6	SCHOOL YEAR DEFINED.....	20
6.7	SCHOOL CALENDAR.....	20
6.8	SCHOOL DAY	20
6.9	PLANNING TIME.....	20
6.10	PERSONAL TELEPHONE USE.....	20
6.11	FACULTY LOUNGE	20
6.12	TEACHER WORK AREA	20
6.13	MAINTENANCE REQUESTS	21
6.14	CALAMITY DAYS/SCHOOL CLOSINGS.....	21
6.15	TEACHING ENVIRONMENT/HEALTH AND SAFETY	21
6.16	CLASSROOM MAINTENANCE AND CLEANLINESS.....	21
6.17	CLASS SIZE.....	21
6.18	INCLUSION	21
6.19	SUPPLIES, EQUIPMENT, TEXTS, and INSTRUCTIONAL MATERIALS	21
6.20	PROFESSIONAL STANDARDS	22
6.21	STUDENT DISCIPLINE	22
6.22	BUILDING IN-SERVICE COMMITTEE:	22
6.23	PARENT-TEACHER CONFERENCE	22
6.24	DRUG TESTING	22
6.25	PROGRESSIVE DISCIPLINE	22
6.26	MILEAGE RATE	23
6.27	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE STRUCTURE	23
6.28	DISTRICT OVERSIGHT LPDC	23
6.29	BUILDING LEVEL LPDC.....	24
6.30	CONFIDENTIALITY	25
6.31	RELEASE TIME.....	25
6.32	ALLEGATION OF UNPROFESSIONAL CONDUCT.....	25
ARTICLE VII - LEAVES OF ABSENCE		26
7.1	PERSONAL LEAVE	26
7.2	SICK LEAVE.....	26
7.3	SICK LEAVE BANK.....	27
7.4	UNPAID LEAVE FOR PERSONAL ILLNESS OR DISABILITY	29
7.5	ASSAULT & BATTERY	29
7.6	CHILD CARE LEAVE	29
7.7	FAMILY AND MEDICAL LEAVE	30
7.8	PROFESSIONAL LEAVE.....	30
ARTICLE VIII - FRINGE BENEFITS.....		30
8.1	SEVERANCE PAY (REGULAR):	30
8.2	SUPERSEVERANCE	31
8.3	HOSPITALIZATION AND MAJOR MEDICAL/ DENTAL / AND OPTICAL INSURANCE	32
8.4	IRS SECTION 125 PLAN	33
8.5	LIFE INSURANCE.....	33

ARTICLE IX - COMPENSATION.....	33
9.1 PAYROLL PRACTICES	33
9.2 INDEXED SALARY SCHEDULE.....	33
9.3 HOURLY TEACHER PAY	33
9.4 INTERNAL SUBSTITUTE	33
9.5 SUMMER SCHOOL	34
9.6 SUPPLEMENTAL CONTRACTS	34
9.7 EXTENDED SERVICE	35
9.8 STIPEND FOR IN-SERVICE ACTIVITIES OR CURRICULUM DEVELOPMENT	36
9.9 PERFECT ATTENDANCE BONUS	36
9.10 MENTORS.....	37
9.11 HOME INSTRUCTION.....	37
ARTICLE X - EFFECTS OF AGREEMENT.....	37
10.1 DURATION.....	37
10.2 ENTIRE AGREEMENT	37
10.3 AMENDMENTS AND MODIFICATIONS	37
10.4 PROVISIONS CONTRARY TO LAW	37
10.5 EXECUTION OF CONTRACT	38
APPENDIX A - GRIEVANCE PROCEDURE FORM	39
APPENDIX B - APPLICATION FOR TRANSFER	40
APPENDIX C – LETTER OF INTENT	41
APPENDICES D & E – TEACHER EVALUATION	42
APPENDIX F - CITIZEN'S COMPLAINT FORM	49
APPENDIX G - NOTIFICATION OF USE OF LEAVE FORM	50
APPENDIX H - SICK LEAVE BANK ENROLLMENT FORM	51
APPENDIX I - SICK LEAVE BANK ALLOTMENT APPLICATION.....	52
APPENDIX J - NOTIFICATION OF ASSAULT FORM	53
APPENDIX K – SALARY SCHEDULES	54
APPENDIX L - SUPPLEMENTAL SALARY SCHEDULES.....	55

ARTICLE I - RECOGNITION

- 1.1 RECOGNITION:** The Adams County/Ohio Valley Board of Education hereinafter referred to as "Board" recognizes the Ohio Valley Education Association, hereinafter referred to as the "Association" as the sole and exclusive bargaining agent representing the bargaining unit.
- 1.2 BARGAINING UNIT DEFINED:** The bargaining unit shall be defined as all full-time and/or regularly employed part-time certificated employees under contract with the Board, excluding the superintendent, assistant superintendents, executive directors, directors, associate directors, principals, assistant principals, supervisory teachers, administrative interns, substitutes except as provided in Article 5.3.3.1 (Vacancies During School Year), all non-certificated employees and all others for whom certification in supervision or administration is required as a condition of employment. Furthermore, the Board shall not have any member of the bargaining unit serving in a dual capacity as a part time district administrator.
- 1.3 MANAGEMENT RIGHTS:** The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract.

ARTICLE II - ASSOCIATION RIGHTS

- 2.1 BULLETIN BOARDS:** The Building Representative(s) of the Association in each individual school shall have the exclusive use of a bulletin board, designated for Association business. The Association will purchase the bulletin boards.
- 2.2 PAYROLL DEDUCTIONS:** The following payroll deductions will be provided at no cost to the professional staff member:
- 2.2.1 UNITED TEACHING PROFESSION DUES:** Professional staff members may at any time sign and deliver to the Board an authorization requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates. Such deductions shall be made in equal installments beginning the month after the authorization form is submitted to the Treasurer of the Board. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of professional staff members from whom the deductions are made and the amount for each said member. If a teacher gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall give the Treasurer of the Association, within forty-eight (48) hours of such action, the names of said teachers making such request.
- 2.2.2 CREDIT UNION DEDUCTIONS:** Credit Union deductions shall be made in multiples of five dollars (\$5.00). An employee may enroll or make changes in deductions at any time.
- 2.2.3 INSURANCE PROGRAM DEDUCTIONS:** Insurance programs shall be endorsed by the Board for the purpose of payroll deductions so long as at least five (5) employees are requesting deductions from the same company.
- 2.2.4 ANNUITIES:** The District may limit the right of an individual employee to designate the agent, broker or company to provide tax-sheltered annuities under an Internal Revenue Code ("Code") section 403(b) plan sponsored by the District by requiring:

- A. The investment provider that offers such Code section 403(b) tax-sheltered annuities to execute a reasonable service agreement, hold harmless agreement and/or other similar agreement, as determined at the discretion of the District, that protects the District from any liability under Code section 403(b), other provisions of the Internal Revenue Code and any other applicable federal or state law which may result from procurement of the annuity and,
- B. Designation of such agent, broker or company by at least five (5) or 1% of the District's full-time eligible employees (not to exceed a total of fifty (50) employees.

2.2.5 OTHER DEDUCTIONS: Such other deductions as are mutually agreed to by both parties.

2.2.6 RIGHT TO FAIR SHARE FEE—PAYROLL DEDUCTION OF FAIR SHARE FEE: The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2.2.6.1 NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE: Notice of the amount of fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by January 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.

2.2.6.2 SCHEDULE OF FAIR SHARE FEE PAYERS: Payroll deduction of such fair share fee shall commence on the first pay date that occurs on or after January 15th annually. For unit employees newly hired after the beginning of the school year, payroll deduction shall commence on the first pay date on or after the later of: (a) sixty (60) days employment in a bargaining unit position (which shall be the required probationary period) or; (b) January 15.

2.2.6.3 TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR: The Treasurer of the Board shall upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

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

- 2.2.6.5 ENTITLEMENT TO REBATE:** Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 2.3 USE OF BUILDING'S PUBLIC ADDRESS SYSTEM:** Representatives of the Association may make announcements over the existing building public address system. Said announcements will be made within the first five minutes and the last five minutes of the school day.
- 2.4 USE OF SCHOOL EQUIPMENT:** The representatives of the Association will have permission to use school equipment, including typewriters, calculating machines, copiers, personal computers, and audio visual equipment, when such equipment is not otherwise in use. The Association will have the right to use school building(s) without cost at times when the building is already open. The principal of the building in question will be notified in advance of the time and place of all meetings so that the meetings will not interfere with other school activities. All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use. In the event of damage or breakage due to usage by the Association, the Association will be responsible to repair or replace, at pro-rated market value. Supplies for equipment used will be furnished and paid for by the Association.
- 2.5 DISSEMINATION OF MATERIALS:** The Association shall have the right to place notices, circulars, and other materials in a professional staff member's mailbox.
- 2.6 NOTIFICATION OF SCHOOL BOARD MEETINGS:** The Association shall receive notice of any regular or special Board Meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the President of the Association on the same basis as it is to the news media.
- 2.6.1 SCHOOL BOARD MEETING MATERIALS:** The President of the Association or designee shall be provided a copy of Board minutes, agenda, financial statements which shall include the T&E grid, July tax budget, Appropriations Resolution, all Amended Certificates of Estimated Resources, monthly financial statements, final December Report and all SM1 and SM2's, and will be made available by 3:00 p.m. at the administration building on the day the Board receives said information.
- 2.6.2 DISTRICT ANNUAL PROGRESS REPORT:** The Association shall be furnished a copy of the annual progress report as required by state law.
- 2.6.3 BOARD OF EDUCATION POLICY:** An updated, written copy of the current Board of Education Policy will be given to the President of the Association.
- 2.7 PERSONNEL DIRECTORY:** The President of the Association shall be provided with a directory of all current employees. Names and addresses of newly hired employees shall be provided to the Association following Board approval of their contracts.
- 2.8 NEW TEACHER ORIENTATION:** The Association shall have the right to participate in initial planning and orientation meetings for new professional staff members.
- 2.9 SUPPLIES AND MATERIALS:** The Association may purchase supplies and materials in allotments of case units from the Board's supplies at the same price paid by the Board.
- 2.10 VISITATION RIGHTS OF ASSOCIATION PRESIDENT:** The Association President will be granted travel time once a week throughout the school year for duration of the contract. Said time shall be granted not to exceed the last period or equivalent of the President's school day. The purpose of the travel time is to allow the President to meet with the staffs of other schools for Association business. Said business shall not take place until the end of the regular school day in the building visited, and said visits shall be made with the knowledge of the building principals of

the President's home school and that of the school being visited.

- 2.11 ASSOCIATION BUILDING REPRESENTATIVES AND OFFICERS:** Association building representatives and officers shall be released on days of Association meetings in accordance with the ability of the administration to cover said person's duties. Such early release shall not exceed the last fifteen (15) minutes of the teacher's workday.
- 2.12 ASSOCIATION RELEASED TIME:** Upon notification by the Association President to the Superintendent or his/her designee, released time up to four (4) days, or the equivalent thereof in one-half (1/2) day increments, shall be granted to the President of the Association or his/her designee(s) to conduct business of the Association. Upon mutual agreement between the Association President and Superintendent, additional days may be granted with the Association paying for all costs of the substitute. Additionally, administration shall strive to not assign duties to the Association President. Site-Based Decision-Making shall be utilized to provide other minimum time (e.g., one-half hour time blocks) during the school day for other necessary Association duties.
- 2.13 ASSOCIATION PHONE:** The Board agrees that the Association may provide, at Association expense, a direct phone line and answering machine to the classroom or workplace of the President. Answering machines shall be used so that incoming calls will not interfere with regular class assignments during the school day. Misuse of phone during class time will result in disciplinary action.
- 2.14 PRINTING AND PROVIDING COPIES OF THE CONTRACT:** The Board shall provide the Association with up to the maximum of five hundred (500) copies of said contract, with the Board and the Association sharing cost on an equal basis.
- 2.15 NO REPRISAL CLAUSE:** There will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association or participation in its activities.

ARTICLE III - NEGOTIATIONS PROCEDURE

3.1 DEFINITIONS:

- 3.1.1 NEGOTIATIONS:** Negotiations means conferring, discussing, and negotiating in good faith in an effort to reach agreement upon those matters which are negotiable in accordance with the reopener provisions of this contract.
- 3.1.2 "GOOD FAITH":** "Good Faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. The obligation of the Board or its representatives and the representative of the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.
- 3.1.3 DAYS:** "Days" shall mean calendar days except that in computing any time limitation, if the last day of the period is a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed, the period shall not expire until the end of the next day which is not a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed.

- 3.2 INITIATING NEGOTIATIONS:** All requests for negotiation sessions shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed to the President of

the Association. The written request for professional negotiations shall include: 1) Date of writing; 2) Statement of purpose for meeting; 3) Name, address, and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

- 3.3 WRITTEN REPLY:** A written reply shall be sent by the receiving party within five (5) days to the official representative of the requesting party. This communiqué shall include: 1) Date of writing; 2) Recognition of request for a professional negotiations meeting; 3) Time, place, and date of a mutually agreeable initial negotiations session.
- 3.4 DATE OF WRITTEN REQUEST:** The request for negotiations shall be made by either party, in accordance with Article 3.2, prior to March 1 of the calendar year in which the negotiations are scheduled to occur.
- 3.5 FIRST NEGOTIATIONS SESSION:** The first negotiation session shall be held within ten (10) days of the initial request for negotiations unless another starting time is mutually agreed to by the parties in writing.
- 3.6 RELEASED TIME FOR BARGAINING:** If negotiations between the Board and the Association are scheduled during a school day, the members of the Association's negotiation team will be relieved of all regular and/or supplemental duties without loss of pay as is necessary in order to permit their participation in such meetings.
- 3.7 EXCHANGING WRITTEN PROPOSALS:** At the first negotiation session, the first item of business will be the exchanging of negotiations proposals. Once the parties have exchanged proposals, no new proposals may be introduced for consideration during the course of these negotiations without mutual consent of the parties.
- 3.8 SUBSEQUENT NEGOTIATIONS SESSIONS:** All subsequent negotiation sessions shall be scheduled by the negotiating teams. Either party may require the time and place of the next negotiation session prior to adjourning the session that is in progress.
- 3.9 PRIVATE NEGOTIATIONS SESSIONS:** All negotiations sessions shall be closed to anyone other than negotiating teams.
- 3.10 CAUCUS:** Either team may call for a caucus at any time. A caucus shall be for a reasonable length of time.
- 3.11 WRITTEN PROPOSALS AND COUNTERPROPOSALS:** All proposals and counterproposals shall be in written or typed form.
- 3.12 REPRESENTATION:** The Association, through its executive committee, shall appoint up to five (5) representatives to negotiate with up to five (5) representatives officially appointed by the Board. All negotiations shall be conducted exclusively between said teams.
- 3.12.1 AUTHORITY TO NEGOTIATE:** The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.
- 3.13 LATE OR CANCELED SESSIONS:** When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to a time, date, and place for the next negotiation session.

- 3.14 CONSULTANTS:** Either party may call upon professional and lay consultants (in addition to their representative) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The party wishing to use consultants shall give the other side at least forty-eight (48) hours notice of the fact that consultants will be present at the next negotiating session. The cost of such consultants shall be borne by the party requesting their service.
- 3.15 AD HOC COMMITTEES:** The parties may appoint ad hoc committees chosen from regular negotiation team members, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when they set up the committee.
- 3.16 AGREEMENT:** No final agreement shall be executed without ratification by the Association, and adoption by the Board.
- 3.16.1 TENTATIVE AGREEMENT:** Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiation teams, and the contract is complete.
- 3.16.2 RATIFICATION:** When substantive agreement is reached, it shall be reduced to writing and submitted for ratification to both parties. The negotiation teams pledge that they will favorably recommend the tentative agreement to the groups that they represent.
- 3.17 DISAGREEMENT:**
- 3.17.1 GOOD FAITH AND IMPASSE:** The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement within forty-five (45) days of the first negotiation session, either party may declare impasse on all unresolved issues being negotiated.
- 3.17.2 MUTUALLY AGREED-TO DISPUTE RESOLUTION PROCEDURE:** This Dispute Resolution Procedure is mutually agreed to by the parties under ORC 4117.14 C (1) (f) and is intended to supersede the procedures contained in ORC 4117.14.
- 3.17.2.1 CALL FOR MEDIATOR:** Upon declaration of impasse, either party may call for the assistance of a mediator from the Federal Mediation and Conciliation Service and both parties shall participate in mediation.
- 3.17.2.2 PERIOD OF MEDIATION:** The Impasse Procedure of this contract shall be completed if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator. These timelines may be extended by mutual agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 DEFINITIONS:

- 4.1.1 GRIEVANCE DEFINED:** A grievance shall be defined to be a complaint alleging a violation, misinterpretation, or misapplication of this contract, Board policy, administrative regulations, and individual contracts or employment conditions which affect the bargaining member's ability to perform his/her job.

- 4.1.2 GRIEVANT DEFINED:** An individual, group (two or more) or the Association.
- 4.1.3 DAYS DEFINED:** "Days" shall mean calendar days except that in computing any time limitation, if the last day of the period is a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed, the period shall not expire until the end of the next day which is not a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed.
- 4.2 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.
- 4.2.1 COMPLAINTS AND INFORMAL DISCUSSIONS:** Nothing contained herein shall be construed as limiting the right of a member to voice a complaint or problem or to discuss a matter informally with any member of the administration or having the problem adjusted without the intervention of the Association.
- 4.3 CONFIDENTIALITY OF PROCEEDINGS:** Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner and that all hearings shall be private and in executive session unless such hearings directly involve a person who requests to have the hearing held in public.
- 4.4 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION:**
- 4.4.1 RIGHT TO REPRESENTATION:** Any person may appear in his/her own behalf or may be represented at each level of the grievance after the informal discussion level.
- 4.4.2 NOTIFICATION TO ASSOCIATION:** The President of the Association shall receive prior notice of each meeting held to resolve a grievance.
- 4.4.3 DECISIONS IN WRITING:** Decisions rendered at each level will be made in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.
- 4.4.4 GRIEVANCE RECORDS:** No records, documents, or communication concerning a grievance will be placed in the personnel file of an individual grievant.
- 4.4.5 GRIEVANCE RESOLUTION AT LOWEST LEVEL:** All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance at which the administrator deciding the grievance has the authority to make a decision.
- 4.4.6 MEETING TIME AND PLACE:** A hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend.
- 4.4.7 ASSOCIATION RIGHT TO FILE:** The Association, as such, shall have the right to file a grievance, if the subject matter involved concerns an alleged violation of the negotiated contract as respects rights or privileges granted to the Association, under the Association rights provisions contained in Article II.
- 4.4.8 ASSOCIATION RIGHT TO PURSUE:** Nothing in this contract shall prohibit the Association from exercising discretion in resolving to pursue or not to pursue a grievance. A grievance may be withdrawn at any level of the grievance procedure without prejudice.

4.4.9 PRESENTATION OF EVIDENCE: A grievant shall have the right to present his/her grievance at all levels of the procedure. He/she shall be provided the opportunity to submit any evidence to support his/her position.

4.5 TIME LIMITS: The number of days indicated at each step shall be considered a maximum. The time limits may be extended by mutual consent.

4.5.1 TIME LIMITS FOR INITIATING GRIEVANCE: A grievance must be filed in writing within thirty (30) days after the grievant knew or reasonably should have known of the condition upon which the grievance is based. Failure to file a grievance within the thirty (30) day time limit constitutes a waiver of the right to file a grievance. If a condition is recurring, the thirty (30) day time limit will be applied to the most recent occurrence.

4.5.2 TIME LIMITS FOR APPEALING TO NEXT LEVEL: Unless otherwise stated herein, grievances must be appealed to the next step of the grievance procedure within fifteen (15) days of the receipt of the decision of the administrator at the last hearing level. Failure to do so shall constitute an acceptance of the decision of the administrator at the last level of the grievance procedure.

4.5.3 ADMINISTRATION FAILURE TO RESPOND: Failure of the administration to respond to a grievance within the time provided at each level of the grievance procedure shall constitute an automatic appeal to the next step of the grievance procedure.

4.6 GRIEVANCE PROCEDURE:

4.6.1 LEVEL I — INFORMAL WITH APPROPRIATE SUPERVISOR OR PRINCIPAL: The grievant shall first discuss his/her grievance with the appropriate supervisor or principal with the objective of resolving the grievance informally. The grievant shall state to the administrator at the end of the conference that this is Level One of the Grievance Procedure.

4.6.2 LEVEL II — WRITTEN FORMAL WITH APPROPRIATE SUPERVISOR OR PRINCIPAL: In the event the grievant is not satisfied with the discussion at Level One, the grievant may file a grievance in writing with the Association and the administrator involved in the Level One discussion. The grievance must be filed within the time limits set forth in this Article.

4.6.2.1 LEVEL II MEETING: Within five (5) working days of receipt of the written grievance, the administrator shall schedule a meeting and notify the grievant and the President of the Association of the time and place for the meeting.

4.6.2.2 LEVEL II DECISION: Within five (5) working days following the Level Two meeting, the administrator shall render a written decision which will include the specific reasons for his/her decision.

4.6.3 LEVEL III—SUPERINTENDENT: In the event that the grievant is not satisfied with the disposition of the grievance at Level II and an appeal is timely filed by certified letter to the Superintendent or his/her designee at Level III, the Superintendent or his/her designee shall schedule a hearing within five (5) working days of receipt of the notice of appeal.

4.6.3.1 LEVEL III MEETING AND DECISION: A meeting shall be scheduled between the Superintendent or his/her designee, the grievant, and the

grievant's representative if requested within five (5) days of the receipt of the notice of appeal by the Superintendent or his/her designee and a written decision shall be rendered within ten (10) working days of said meeting.

4.6.4 LEVEL IV—ARBITRATION: If the grievant is not satisfied with the disposition at Level III, and an appeal is timely filed within five (5) working days of the decision of the Superintendent by certified letter to the Treasurer of the Board, the grievance shall be referred to arbitration.

4.6.4.1 SELECTION OF ARBITRATOR: The arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection of the arbitrator and conduct of the hearing shall be in accordance with the voluntary rules and regulations of the American Arbitration Association. The arbitrator shall hold a hearing and issue his/her decision within the time provided by the rules and regulations of the American Arbitration Association.

4.6.4.2 DECISION OF ARBITRATOR: The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding if the grievance involves an alleged contract violation only. Any grievances other than contractual obligation shall be heard by the Board as the last step in the grievance procedures and shall not go to arbitration.

4.6.4.3 LIMITATION OF THE ARBITRATOR: The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or opinions which are not essential in reaching his/her determination. The arbitrator shall have no authority to interfere with management prerogatives of the Board nor limit or interfere in any way with the powers, duties, rules and regulations having the force and effect of law.

4.6.4.4 COST OF ARBITRATION: The cost for arbitration shall be borne by the party found not in favor by the arbitrator.

4.6.4.5 PRESENTATION OF EVIDENCE AT ARBITRATION: At an arbitration hearing, both sides shall have the right to present the grievant's case, cross-examine witnesses and make final summaries, with either party having the right to waive any or all of the foregoing.

4.6.4.6 PARTIES TO/WITNESSES FOR ARBITRATION: All bargaining unit members who are parties to an arbitration, as well as up to two (2) bargaining unit members subpoenaed as witnesses to testify at such arbitration, shall be released from teaching duties with pay and without loss of sick leave, personal leave, or professional leave. In the case of an Association grievance, the Association President shall be the grievant.

ARTICLE V - EMPLOYMENT PRACTICES

5.1 EMPLOYMENT: Professional staff members employed by the Board shall have proper certification and a Bachelor's degree or higher from a college or university accredited by the Ohio Department of Education, or as permitted by law.

5.1.1 NATIONAL TEACHERS EXAM (NTE) / PRE-PROFESSIONAL SKILLS TEST (PPST) REQUIREMENTS: All newly hired teachers will be required to have met all of the requirements for a "highly qualified teacher" as established by the criteria of No Child Left Behind (NCLB) and adopted by the State of Ohio.

5.1.2 VOCATIONAL TRADES EXEMPTION: Vocational trades will be required to meet the standards established by the State of Ohio.

5.2 ASSIGNMENT:

5.2.1 RETURNING STAFF ASSIGNMENTS: Prior to May 31 of each year, each principal will meet with each returning member of his/her staff to discuss proposed assignments for the next school year. A written notice of the tentative grade level and/or subject area assignment will be given to the members prior to June 30.

5.2.2 CHANGES IN ASSIGNMENT: Any changes in assignment necessary following grade level or subject level notification shall be made only after consultation with the member. If a change of assignment occurs after the opening date of the school year, or within three (3) days of the opening date of school, the teacher being reassigned may be granted by his/her immediate supervisor up to two (2) days to adjust, plan, and procure the necessary educational material needed for performing this new assignment.

5.3 VACANCIES:

5.3.1 VACANCY DEFINED: A vacancy shall be defined as any unfilled position in the bargaining unit resulting from:

- a. An employee's leaving employment as a result of a resignation, termination, or death.
- b. An employee's non-renewal for just cause.
- c. An employee's transfer to another bargaining unit position.
- d. An employee's assuming a non-bargaining unit position or retiring.
- e. An employee's leave of absence. At the time such leave is granted, the board may grant that the employee, upon return from leave of absence, shall retain the right to their previous position, such right shall be specifically noted at the time the leave is approved by the board.
- f. The creation of a new bargaining unit position.
- g. An employee's absence due to disability.

Absence due to sick leave (any number of days) shall not be considered a vacancy.

5.3.1.1 VACANCY NOTICE CONTENT: The vacancy notice shall include the position title; licensing, and/or certification requirements; entry level qualification (if different than certification); description of the position's duties upon request; pay rate; grade of the position; title of immediate supervisor; location where work is to be performed; date of initial posting; and last date to apply for the position.

- 5.3.1.2 VACANCY NOTICE POSTING DURING SCHOOL YEAR:** The vacancy notice shall be posted for not less than five (5) days per Article 5.3.4, and a copy sent to the bargaining unit President.
- 5.3.1.3 VACANCY NOTICE POSTING DURING SUMMER:** During the summer, the posting notice shall be mailed to all employees, wishing to be notified, who have supplied self-addressed stamped envelopes to the administration building and to the Association President. Additionally, the administration shall strive to maintain posting information on the school district's web page. The vacancy notice shall be posted for, not less than, five (5) days.
- 5.3.2 APPLICATION FOR VACANCY:** Transfer request forms shall be used (Appendix B).
- 5.3.3 FILLING OF VACANCY:** No vacancy, as defined by contract, shall be filled using any other method than that stated in Article 5.3 and 5.4 of this contract.

 - 5.3.3.1 VACANCIES DURING SCHOOL YEAR:** When a teacher resigns, becomes deceased, retires, has a doctor's release for the remainder of the school year or is granted an unpaid leave of absence or terminated, the position will be filled by a replacement teacher who will be given a limited contract for the remainder of the school year or until such time a teacher returns from a leave of absence or medically cleared to return to work. The replacement teacher will automatically be non-renewed and not be subject to Article 6.1 Evaluation Procedures, effective at the end of the school year or when replaced by the returning teacher. The vacancy created by a resignation, termination, becoming deceased or retirement will be posted for the following year. If a vacancy is created pursuant to this article within 60 days prior to the end of the school year, the replacement teacher will be hired on a substitute basis.
 - 5.3.3.2 VACANCIES OCCURRING LAST DAY OF SCHOOL THROUGH JULY 20:** Vacancies which occur after the last day of school through and including July 20 shall be posted to bargaining unit members in accordance with this Article.
- 5.3.4 DAYS DEFINED:** "Days" shall mean days when the administrative offices are normally open, except that in computing any time limitation, if the last day of the period is a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed, the period shall not expire until the end of the next day which is not a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed.
- 5.4 TRANSFER:**

 - 5.4.1 TRANSFER DEFINED:** A transfer shall be defined as a change in assignment by an employee from one position within the bargaining unit to another.
 - 5.4.2 VOLUNTARY TRANSFER DEFINED:** A voluntary transfer shall be defined as an employee initiated reassignment.
 - 5.4.3 INVOLUNTARY TRANSFER DEFINED:** An involuntary transfer shall be defined as an employer initiated reassignment of an employee.

5.4.4 VOLUNTARY TRANSFER PROCEDURE

5.4.4.1 POSTING PERIOD: Employees shall have five (5) days per Article 5.3.4 Days Defined, after the posting date of a vacancy to file a voluntary transfer request with the employer.

5.4.4.2 SELECTION REQUIREMENTS: All other qualifications for positions being equal, seniority (as defined in Article 5.6) shall be the final determining factor in the filling of a vacancy.

5.4.4.3 RIGHT TO WRITTEN REASONS (VOLUNTARY TRANSFER): An employee making a request for a voluntary transfer to a vacancy, and whose request is denied shall be given written reasons for the denial upon written request.

5.4.5 INVOLUNTARY TRANSFER PROCEDURE: Every effort shall be made to fill vacancies utilizing voluntary transfers. If a voluntary transfer is denied and requested reasons have been given and if the position still remains vacant, the employer shall fill the position using the involuntary transfer procedure of an employee possessing the stated qualifications in the posting or by hiring a new employee possessing the stated qualifications in the posting.

5.4.5.1 EMPLOYER-INITIATED REQUEST: If no employee requests the vacant position, the employer may request an employee to accept an involuntary transfer.

5.4.5.2 RESTRICTIONS ON INVOLUNTARY TRANSFER: No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).

5.4.5.3 RIGHT TO WRITTEN REASONS (INVOLUNTARY TRANSFER): Any employee involuntarily transferred shall be given written reason(s) for such transfer upon written request.

5.4.5.4 NEW EMPLOYEE: If the position still remains vacant, the employer shall fill the position by hiring a new employee possessing the stated qualifications in the posting.

5.4.5.5 LIMITATIONS ON INVOLUNTARY TRANSFER DURING RIF: No involuntary transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee or negatively impact the recall of an employee on layoff.

5.5 OHIO REVISED CODE: The parties recognize that pursuant to 3319.01 of the Ohio Revised Code, the authority and responsibility to assign teaching positions and transfer teachers is vested in the Superintendent except to the extent expressly limited in Articles 5.3 and 5.4 above.

5.6 SENIORITY DEFINED: Seniority shall be defined as continuous employment of a professional staff member beginning with the first date the member reported for duty. Continuous employment shall include all time on sick leave, Board approved leave of absence, military leave of absence, disability retirement to a maximum of five years, all time during suspension if the teacher is reinstated, and all time under continuous employment with the Adams County/Ohio Valley Local Board of Education. Seniority shall be lost when a professional staff member resigns or retires.

5.7 REDUCTION IN FORCE (RIF) / RECALL:

5.7.1 REASONS FOR REDUCTION IN FORCE: The Board may deem it necessary to reduce staff as the result of a decline in student enrollment, financial reasons, return to duty of professional staff members after leaves of absence, suspension of schools, or territorial changes affecting the district, elimination of programs due to termination of state or federal funds, or as the result of changes in course offerings and curriculum.

5.7.2 REDUCTION IN FORCE PROCEDURE: If staff reduction is deemed necessary under Article 5.7, the reduction shall be made as follows:

5.7.2.1 SUSPENSION OF CONTRACTS, NON-TENURED TEACHERS: Suspension of contract shall occur to non-tenured teachers first and shall be on a last employed - first to be suspended, by teaching area basis.

5.7.2.2 SUSPENSION OF CONTRACTS, TENURED TEACHERS: If the suspension of contract is necessary for any tenured teacher, this shall be on a last employed - first to be suspended, by teaching area basis.

5.7.3 DISPLACEMENT RIGHTS: Displacement rights shall be exercised by all teachers with no non-tenured teacher exercising displacement over tenured teachers. Displacement shall be limited to areas of the teacher's certification.

5.7.4 TEACHERS HOLDING TEMPORARY CERTIFICATE: If a professional staff member has been required to obtain a temporary certificate to meet the requirements of the current teaching assignment and also holds provisional or higher certification in other teaching fields, that teacher shall be placed with the appropriate contract or higher certification areas and shall have displacement rights.

5.7.5 RECALL RIGHTS: Members whose contracts have been suspended shall have rights to recall as follows:

5.7.5.1 ORDER OF RECALL: First recall shall be of tenured professional staff members in order of seniority with the professional staff member's preferred area of certification first, then by other areas of certification. The professional staff member's preferred area(s) of certification in any area(s) in which the member holds a four (4) year provisional, eight (8) year professional or permanent certificate; or a two (2) year provisional teacher license, or a five (5) year professional teacher license. If vacancies cannot be filled by tenured teachers, then non-tenured teachers by seniority shall be eligible first in preferred area of certification, then by other areas of certification.

5.7.5.2 TIME ON RECALL: The recall list shall be maintained for a period of one (1) year. Thereafter, an employee on layoff shall lose his/her right to recall.

5.7.5.3 NOTICE OF RECALL: Notice of recall shall be sent via registered mail to the employee on the recall list who is eligible to be recalled to the vacant position. If the employee does not accept the position offered and/or does not respond within ten (10) days of receipt of the notice of recall to the employee, the employee shall be deemed to have rejected the offered position and shall be removed from the recall list.

- 5.7.6 NOTIFICATION OF RIF TO ASSOCIATION:** When staff reduction is necessary as specified in Article 5.7, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association sixty (60) calendar days prior to Board action to reduce staff and to all professional staff members so affected sixty (60) calendar days prior to Board action to reduce staff.
- 5.7.7 NOTIFICATION OF RIF DUE TO LOSS OF STATE OR FEDERAL FUNDS:** In the specified case of programs being terminated by loss of state or federal funds, and if time allows no notice, the Superintendent shall give no less than five (5) days written notice of the reduction to the specific staff member(s) whose contract is/are being suspended. A copy of said notice shall be sent at the same time to the Association.
- 5.7.8 SENIORITY LISTING:** A list shall be prepared and kept updated ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment. The Association shall receive copies of this list and written reasons for the reduction in staff.
- 5.8 TERMINATION AND NON-RENEWAL:**
- 5.8.1 CONTINUING CONTRACT OR MULTI-YEAR CONTRACT TEACHERS:** Teachers on continuing contracts and teachers on multi-year limited contracts during the term of the contract shall be terminated or non-renewed for the reasons contained in and in the matter set forth in 3319.16 and 3319.161 of the Ohio Revised Code.
- 5.8.2 LIMITED CONTRACT TEACHERS:** Teachers on limited contracts who are in the final year of their limited contract and are up for renewal may be non-renewed by the Board in the manner set forth in 3319.11 of the Ohio Revised Code. However, if for reasons as stated in Article 5.7.1, Reasons For Reduction In Force, the Board deems it necessary to reduce staff, the Board shall follow the provisions of Article 5.7 in lieu of non-renewing a teachers' contract. Exceptions will be upon the return to duty, of professional staff members, after leaves of absence. In this circumstance, the Board may choose to non-renew, RIF, or rehire the substitute employee for another available position.
- 5.8.3 EXTENDED LIMITED CONTRACT:** When a teacher becomes eligible for a continuing contract, the Superintendent may recommend an extended limited contract for the duration of one or two years for professional development purposes.
- 5.9 CHANGES IN JOB DESCRIPTIONS:** Changes in job descriptions shall be in accordance with provisions of Ohio Revised Code 4117.
- 5.10 NOTIFICATION OF CONTINUING CONTRACT STATUS:** All limited, continuing, and supplemental contracts shall be issued in accordance with the law and shall not be contrary to the provisions of the contract between the Association and the Board. However, any employee who wishes to be considered for a continuing contract must notify the Superintendent, in writing, by November 1st that he/she will become eligible for a continuing contract at the end of the school year and wishes to be evaluated for the purpose of the awarding of a continuing contract. If a teacher does not provide this notice and subsequently requests or becomes eligible for continuing contract consideration, that teacher will not be eligible to receive a continuing contract and instead will be awarded a one year limited contract for the following school year. Employees will not be required to provide the notice required by this section after the awarding of the one year limited contract in accordance with this provision. This provision is intended to supersede the relevant portions of ORC 3319.11 and ORC 3319.111.

5.11 CONTRACT SEQUENCE: The initial employment contract of a bargaining unit member shall be for a term not to exceed one (1) year. Thereafter, if the bargaining unit member is not eligible for continuing contract status and is re-employed at the expiration of an expiring limited contract, the successor contract shall be for a term as follows:

First Contract	-	One Year Contract
First Renewal	-	One Year Contract
Second Renewal	-	Two Year Contract
Subsequent Renewals	-	Three Year Contract

5.12 EMPLOYMENT OF RETIRED TEACHERS: Teachers who have retired and who are or will be receiving benefits through STRS or any other State retirement system may be employed by the Adams County/Ohio Valley School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Adams County/Ohio Valley School District or not, will be offered employment. The District reserves the right to offer or not offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board but no less than five (5) years or more than fifteen (15) years. Retired teachers hired under this provision may progress on a yearly basis to a maximum of fifteen (15) years experience. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

Individuals hired pursuant to the provision shall secure their health insurance coverage through STRS or any other State sponsored retirement system. Effective January 1, 2009, if an employee is no longer eligible for health insurance coverage through STRS or any other State sponsored retirement system, they will be eligible to participate in the health insurance plans provided by the Board. Employee contributions are determined by rehire dates and the terms within Article 8.3 of this negotiated agreement.

Returning retirees are not entitled to any life insurance, severance benefits or retirement incentive benefits, and cannot participate in the sick leave bank.

Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

Teachers employed pursuant to this provision may not post for vacancies, do not maintain bumping rights, have no seniority rights over any other teacher, and are not required to participate in the evaluation process.

Teachers employed pursuant to this provision shall start each contractual year with zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit.

Retired teachers currently employed by the District as of November 1 2003, will maintain their

current salary schedule, contractual status and benefits. However, after their current contract status expires they shall only be given conditional one (1) year limited contracts as stated in the preceding paragraphs. This change in contract status will not affect the salary and benefits they maintained, as stated above.

All of the terms and conditions of employment, set forth in the preceding subsections, shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict. Including but not limited to, sections 3319.11, 3319.111, 3319.12, 3319.17, Chapter 3307, 3313.202, 3319.08, 3319.141, 3317.13 and 3317.14.

ARTICLE VI - WORKING CONDITIONS

6.1 PROFESSIONAL STAFF MEMBER EVALUATION:

6.1.1 EVALUATOR DEFINED: Building administrators and/or principals, except as modified herein, shall be responsible for the evaluation of the staff within their buildings. An evaluation shall be based on the evaluator's observations of a professional staff member's performance.

6.1.2 CONFIDENTIALITY OF EVALUATIONS: All evaluations shall be kept confidential among the professional staff members, the administration, and the two parties to this contract.

6.1.3 EVALUATION PROCEDURES: Provisions of this contract are intended to, and shall supersede relevant provisions of ORC 3319.111.

6.1.4 EVALUATION TIMELINE: Dates for evaluation of teachers on limited contracts shall be as outlined herein:

JANUARY 15 — 1st evaluation cycle completed which shall include two observations of at least 30 consecutive minutes each, and the two accompanying Post Observation Conferences.

JANUARY 25 — Written report of 1st evaluation due to teacher.

JANUARY 16 - APRIL 1 — 2nd evaluation cycle which shall include two observations of at least 30 consecutive minutes each and the two accompanying Post Observation Conferences.

6.1.5 EVALUATION FORMS: Bargaining unit members shall be evaluated using the Teacher Evaluation Forms (Appendices D and E).

6.1.6 EVALUATION EXPLANATION MEETING: Prior to October 1 of each year, each administrator shall meet with his/her teachers to explain the evaluation procedures and furnish the teachers with copies of the evaluation forms.

6.1.7 TEACHER APPRAISAL OBJECTIVES:

1. To recognize strengths and weaknesses of the employee's professional performance.
2. To improve instruction.
3. To promote a more professional attitude among staff resulting in an improvement in morale.

4. To indicate to the appraisee his/her status in the system and to record the history of the teaching performance.
5. To improve communication between appraiser and appraisee.
6. To mutually establish goals for improving professional performance and establish support for assisting the teacher in striving to achieve these goals (to be established at the first Post Observation Conference of the first evaluation cycle).
7. To promote better mutual understanding of professional needs of the appraisee.
8. To provide a uniform appraisal program for all professional personnel.
9. To improve the caliber of the staff as a whole through professional growth and development.
10. To enable the administration to determine whether the employee should be retained.

6.1.8 RESPONSIBILITIES OF THE APPRAISEE:

1. To have the opportunity to initiate the appraisal process if he/she has not been scheduled for evaluation.
2. To be candid and forthright in discussing the different phases of the appraisal.
3. To keep the appraiser informed as to his/her progress in attaining goals.
4. To keep the attitude of acceptance towards suggestions given by the appraiser.
5. To be willing to seek help in carrying out any phase of the appraisal process.
6. To improve identified teaching weaknesses and/or deficiencies.

6.1.9 OBSERVATIONS: Each formal observation shall last a minimum of thirty (30) consecutive minutes.

6.1.9.1 INFORMAL ADDITIONAL EVALUATION / OBSERVATION(S): By mutual agreement, an additional evaluation or observation(s) may be performed which shall not be used for harassment. If the first evaluation identifies areas of needed improvement or an overall unsatisfactory performance, the employee may request an additional evaluation and/or observation(s) at any time. A principal may perform informal observations which are intended to be used for assistance and not harassment, and which shall not be documented. However, the teacher may request the additional observation(s)/evaluation to be in writing.

6.1.9.2 POST-OBSERVATION CONFERENCE: The Post-Observation Conference shall be held within ten (10) working days after each observation. By mutual agreement, these timelines may be extended. A copy of the Observation Form shall be given to the teacher at each post-observation conference.

6.2 PERSONNEL FILES:

6.2.1 MAINTENANCE OF ONE FILE: Only one personnel file shall be maintained for each employee at the Administrative Building and only one file at the assigned school. All file entries shall be signed and dated by the Supervisor submitting the entry. The bargaining unit member shall receive a copy when the entry is made. The file shall contain a record of those who reviewed the file and the date of the review.

6.2.2 FILE CONTENTS: The file shall be limited to work performance, discipline and routine personnel data. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file.

6.2.3 REVIEW OF FILE: The employee shall be permitted to review the contents of the employee's file at all reasonable times and may be accompanied by a Union representative. In addition, the employee may permit, by written notice, a union representative to review the employee's file. Only those supervisors that have supervisory duties related to the employee, or any current board member, may review the employee's file. Access to the file by any other person shall be in accordance with the provisions of the Ohio Public Records Act.

6.2.4 EMPLOYEE'S RIGHT TO RESPOND: The employee shall have the right to rebut or add written comments to any information in the file.

6.3 PROGRAM-PLANNING: When the Board elects to study, promote, or finance building program(s), other than day-to-day, and/or maintenance and repair work, it shall allow the Association president or designee to hear the plans, and participate in discussions relative to the plans. After this, the Board shall have the sole authority and responsibility in taking whatever action it then feels necessary.

6.4 ACADEMIC FREEDOM: Academic freedom will be granted to professional staff members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. It is understood by all parties involved that the current course content must be thoroughly covered in the classroom by the teachers and students.

6.4.1 CITIZEN COMPLAINT: The Board and Association recognize the rights and responsibilities of professional staff members to instruct their classes and to use materials which best represent and describe the subject area. In the event that any citizen has a complaint or questions concerning the material or content used in conjunction with a class, the following procedures shall be used to handle such concerns:

6.4.1.1 CITIZEN INFORMATION: If a citizen calls the Administrative Building office, the Superintendent, or the building principal with a complaint, the individual responding to the citizen shall get the name, address, and phone number of the citizen and inform the citizen of the following:

1. The professional staff member conducting the class.
2. Times during the day when the professional staff member could be reached to answer any questions.
3. That there exists a formal procedure for consideration of a complaint.

- 6.4.1.2 NOTIFICATION TO STAFF MEMBER:** The professional staff member shall be informed of any initial inquiries and/or complaints and be given information obtained in Article 6.4.1.1.
- 6.4.1.3 CITIZEN CONTACT TO STAFF MEMBER:** If a citizen contacts the professional staff member, the professional staff member shall attempt to answer any questions the citizen may have. The citizen may request a copy of the Citizen's Complaint Form (Appendix F).
- 6.4.1.4 CITIZEN COMPLAINT FORM AND PROCEDURE:** If the citizen completes the form and returns it to the professional staff member or the appropriate administrator, the following procedure shall be used:
- 6.4.1.4.1 REVIEW COMMITTEE:** A review committee shall be established by the principal that shall include the following persons:
1. The principal
 2. The department chairperson (if applicable)
 3. An additional professional staff member chosen by the member against whom the complaint has been filed.
- 6.4.1.4.2 REVIEW OF COMPLAINT:** All members of the review committee shall familiarize themselves with the complaint in question.
- 6.4.1.4.3 MEETING OF REVIEW COMMITTEE, STAFF MEMBER AND CITIZEN:** The principal shall call a meeting of the members of the review committee, the professional staff member, and the citizen. During this meeting, the citizen shall inform the committee of his/her specific objections.
- 6.4.1.4.4 REVIEW COMMITTEE DECISION:** After hearing all of the information, the review committee shall render a decision concerning the complaint, and supply copies of its decision to the citizen, the professional staff member, the Superintendent, and the Board. A copy of this shall be available for public information and filed in the Superintendent's office.
- 6.4.1.4.5 APPEAL TO BOARD OF EDUCATION:** If the citizen or the professional staff member is not satisfied with the review committee's decision, either party may request a meeting with the Board in an attempt to resolve the situation. In all cases the final decision shall rest with the Board.

- 6.5 CITIZEN COMPLAINT (NON-ACADEMIC):** Parents and citizens are encouraged to report valid complaints regarding matters of concern with employees of the Board. If a complaint is made, the complaint form in Appendix F shall be used. The form shall be given to the individual making the complaint to complete all relevant portions. If a complaint is initiated by phone, the complainant shall be referred to the appropriate administrator who shall complete the complaint form with the information provided by the complainant and a copy of the complaint shall be sent to the

complainant.

Upon the receipt of a complaint by the administration, a copy of the complaint shall be given to the affected bargaining unit member, unless the complaint is one involving allegations of abuse or other matters which premature disclosure may result in prejudice to the investigation. The administrator shall then conduct an investigation of the allegations and shall meet with the bargaining unit member to discuss the complaint. The bargaining unit member shall be given an opportunity to respond to the allegations of the complaint.

At the conclusion of the meeting, if the administrator believes that there is just cause for disciplining the bargaining unit member based upon the complaint, the disciplinary procedure outlined in Article 6.27 shall be followed. If a copy of the complaint is to be placed in the bargaining unit member's personnel file in accordance with Article 6.2, the member shall be entitled to draft a rebuttal which will be attached to the complaint.

All investigations shall be conducted fairly and impartially.

- 6.6 SCHOOL YEAR DEFINED:** The school year for regularly contracted professional staff members shall be defined as one hundred eighty-two (182) days. This is made up of one hundred eighty days of instruction and two days of inservice. The actual dates of service shall be set by the Board.
- 6.7 SCHOOL CALENDAR:** No Later than April 1 of each school year, the Superintendent and two (2) representatives of the Association shall meet to discuss and mutually agree to no more than two (2) proposed school calendars. The Association will then submit the two (2) proposed calendars to its membership for a vote. The Association shall notify the Superintendent within thirty (30) days of receipt of the proposed calendars as to which proposal received the most votes.
- 6.8 SCHOOL DAY:** The school day shall not exceed seven hours and thirty minutes except in cases of faculty meetings.
- 6.8.1 FACULTY MEETINGS:** If necessary, the work day may be extended for no more than nine (9) times annually for the purpose of building wide faculty meetings. This includes but is not limited to building, staff or district meetings. Teachers shall not be required to remain in any faculty meeting that exceeds 60 minutes in length. The building principal may release teachers from attending these meetings. If possible, teachers shall be given advance notice of at least 3 working days, for any mandatory after school faculty meetings. All such meetings shall begin no later than fifteen (15) minutes after student dismissal time.
- 6.9 PLANNING TIME:** Professional staff members shall be given planning time each work day. This planning time shall consist of a minimum of 200 minutes per week. Administration shall strive to provide forty (40) consecutive minutes planning time per workday. If forty (40) consecutive minutes on any given work day is not possible, then the affected staff member shall have no less than thirty (30) consecutive minutes plus an additional twenty (20) consecutive minutes for each affected day. This additional ten (10) minutes per day shall increase the total two hundred minutes per week, respectively.
- 6.10 PERSONAL TELEPHONE USE:** All professional staff members of the bargaining unit shall have free access to a telephone in order to make emergency or private telephone calls. Private telephone calls will not interfere with regular class assignments during the school day.
- 6.11 FACULTY LOUNGE:** Professional staff members shall have at least one enclosed room designated as a Faculty Lounge in each school. Professional staff members shall be permitted to have coffee making devices in the lounges. Use of refrigeration will be available for professional staff members.
- 6.12 TEACHER WORK AREA:** A working area shall be provided for members who do not have use of

their own classroom during their planning time.

6.13 MAINTENANCE REQUESTS: Each teacher will be responsible for securing from the building administrator a maintenance form on which to report needed classroom repairs. Items needing attention shall be reported.

6.14 CALAMITY DAYS/SCHOOL CLOSINGS: Should it be determined by the Superintendent that schools cannot be opened for students, the professional staff members will not be required to report to school. Should the opening of schools be delayed by the Superintendent, members may report on an equally delayed schedule if their personal safety is in jeopardy.

6.14.1 BOARD OF HEALTH SCHOOL CLOSINGS: Should the Department of Health determine that schools must be closed due to health reasons, the teacher shall report to work and the following shall be implemented:

1. The member may work in his/her classroom.
2. The member may work in other areas of the school at the principal's discretion.
3. The member may visit other classrooms in the district as long as the classrooms are compatible with the member's area.

6.15 TEACHING ENVIRONMENT/HEALTH AND SAFETY: Professional staff members will work under safe and healthful conditions meeting the minimum provisions of ORC 4167.

6.15.1 NOTIFICATION OF COMPLAINT: In an effort to resolve all complaints internally, the administration will be notified of the situation and shall strive to resolve the situation expeditiously.

6.16 CLASSROOM MAINTENANCE AND CLEANLINESS: All professional staff members shall share in the responsibilities for maintaining classrooms that are conducive to the educational process. Students, under the member's direction, shall also share in the same responsibilities.

6.17 CLASS SIZE: The Board shall strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. In addition, the Board will comply with state minimums and Federal law pertaining to class size.

6.18 INCLUSION: Teachers shall receive in-service training, as needed, regarding Inclusion/IEPs at the beginning of each school year and/or throughout the school year. Any teacher assigned a special education/handicapped student shall have the right to participate in the IEP Conference and shall have the right to request to reopen any IEP established for a student assigned to his/her classroom. No bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description and/or when standing in loco parentis.

6.19 SUPPLIES, EQUIPMENT, TEXTS, and INSTRUCTIONAL MATERIALS: Lesson plan books complete with binder(s) will be provided for each professional staff member at Board expense at the beginning of each school year. The Board will provide audiovisual and other equipment for each school and will maintain that equipment in good repair. Professional staff members will be provided with texts, supplies, and other materials necessary to teach assigned courses. All apparel as required by state law shall be provided and maintained for such professional staff members who so qualify. Each teacher shall receive \$85.00 per year to purchase classroom supplies that are not available through regular channels. Requests for the \$85.00 stipend must be submitted by March 1 of each year.

- 6.20 PROFESSIONAL STANDARDS:** The Board will expect the professional staff members to dress appropriately and conduct themselves in a professional manner. Standards shall be developed by a committee that consist of two (2) professional staff members appointed by the Association President and two (2) members of the administration appointed by the Superintendent. Once standards have been mutually agreed to by the committee they shall be forwarded on to the Board and the Association executive committee. If approved, these standards shall be incorporated as a memorandum of understanding for the remainder of the collective bargaining agreement.
- 6.21 STUDENT DISCIPLINE:** All discipline shall be in accordance with Board policy and state law.
- 6.22 BUILDING IN-SERVICE COMMITTEE:** When needed, a committee to plan building level in-service opportunities will be established. This committee will consist of the Principal and/or Vice Principal and a representative from each grade level, on a voluntary basis. A proposed agenda will be submitted by the Principal to the Superintendent for his/her approval before implementation. This committee will not interfere with the established district professional development team.
- 6.23 PARENT-TEACHER CONFERENCE:** The school shall regularly notify parents of their right to schedule a parent-teacher conference. Upon a parent's request, the teacher will have a conference with said parent at a mutually acceptable time. At times parents and teachers recognize the need to meet with each other to discuss matters pertaining to the student. The teacher shall attempt to initiate a Parent-Teacher conference under such circumstances.
- 6.24 DRUG TESTING:** If the Superintendent or designee has reason to believe that a member of the bargaining unit is under the influence of drugs and/or alcohol while performing contractual duties, the Superintendent or designee may require the employee to take a drug and/or alcohol test at Board expense. Failure to take the test when directed to do so shall be grounds for dismissal.
- 6.25 PROGRESSIVE DISCIPLINE:** An employee shall only be disciplined for just cause and discipline shall not be used as harassment. Equal treatment shall be afforded all bargaining unit members.
- 6.25.1 RIGHT TO HEARING:** No employee shall be disciplined without first having had a hearing with an association representative of his/her choice present if the employee so requests.
- 6.25.2 RIGHT TO WRITTEN STATEMENT:** The employee shall be given a written statement containing the charges and a copy shall be given to the Association President. The time and place of the hearing shall be mutually determined. The written statement shall notify the employee of his/her rights to association representation.
- 6.25.3 PURPOSE OF PROGRESSIVE DISCIPLINE:** Disciplinary action shall consist of a course designed to improve the quality of the employee.
- 6.25.4 PROGRESSIVE DISCIPLINE PROCEDURE:** Except in cases where the presence of the employee on the job or at their work location shall pose a threat to the health and safety of the employee or others or the employee commits an act which is serious enough to warrant suspension or dismissal as determined by the Superintendent, the measures of discipline shall follow in the order listed below:
- LEVEL I:** The first offense shall result in an informal discussion of the offense and a record of the discussion may be added to the employee's personnel file.
 - LEVEL II:** The second offense shall result in a formal written warning being added to the employee's personnel file.
 - LEVEL III:** The third offense may result in possible suspension or

termination.

6.25.4.1 NOTIFICATION OF DISCIPLINE HEARING: An employee and the respective association building representative(s) shall receive notice of a discipline hearing no later than the end of the day prior to the day of the discipline hearing.

6.25.5 REMOVAL OF DISCIPLINARY ACTION FROM PERSONNEL FILE: Upon request, a bargaining unit member may have all records of a disciplinary action deemed invalid, removed from the employee's personnel file after two (2) years and placed in the building principal's administrative file if there has been no same or similar action of the same offense. However, if disciplinary action is severe enough to result in a suspension, all records of these types of disciplinary actions shall be deemed invalid and removed from the employee's personnel file and placed in the building principal's administrative file after five (5) years, if there has been no same or similar action of the same offense.

6.25.6 DISCIPLINE COMMENSURATE WITH OFFENSE: Any discipline determined to be warranted shall be commensurate with the offense.

6.25.7 RIGHT TO GRIEVE: An employee may appeal any disciplinary action directly to Level III of the Grievance Procedure. If the matter is not satisfactorily resolved at this level, the employee may proceed either to arbitration or other available regulatory relief.

6.26 MILEAGE RATE: Those professional staff members in the bargaining unit receiving a mileage allowance shall be paid the rate which is recognized allowable by IRS for business deductions. The Treasurer shall inform the Board by the next regularly scheduled meeting of any change of rate.

6.27 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE STRUCTURE: In accordance with ORC 3319.22, Local Professional Development Committees (LPDCs) shall review and verify standards and requirements for obtaining, upgrading and renewing temporary, associate, provisional and professional educator licenses.

6.28 DISTRICT OVERSIGHT LPDC: The District Oversight LPDC shall decide equivalent activities toward Continuing Education Units (CEUs); develop a format for individual professional development plan proposals for district-wide use; other appropriate district-wide program decisions; establish a district-wide entry-year program pursuant to Department of Education Rules and Regulations 3301-24-04; establish a mentor program as appropriate for the entry-year program and/or other assistance; establish appropriate training for all members of district and building level LPDCs; review breaches of confidentiality at the district and/or building level LPDCs; and to establish and implement an Appeals Procedure.

6.28.1 DISTRICT OVERSIGHT LPDC MEMBERSHIP: The District Oversight LPDC shall be comprised of seven (7) members, the majority of which shall be classroom teachers. A supplemental contract shall be issued for District Oversight LPDC members. The District Oversight LPDC shall be in place prior to the end of each school year.

6.28.1.1 OVERSIGHT ADMINISTRATOR MEMBERS: Administrative members shall include three building and/or district level administrators as designated by the Superintendent.

6.28.1.2 OVERSIGHT TEACHER MEMBERS: Four teacher members shall serve on a rotating basis and be in place by May 1, one (1) high school and one (1) elementary position will be up for election each year elected by simple majority by all teachers from among those elected to serve on building

level LPDCs as follows: one (1) high school representative and one (1) elementary representative shall be elected from local LPDC members from the northern half of the county. North Adams High School, a combined North Adams Elementary School/Oliver Preschool, Peebles High School, and Peebles Elementary School shall be included in the northern half of the county. One (1) high school representative and one (1) elementary representative shall be elected from local LPDC members from the southern half of the county. The CTC (Career and Tech Center), West Union High School, and a combined West Union Elementary School/Tiffin Preschool shall be included in the southern half of the county. An alternate shall similarly be elected for each position.

- 6.28.1.3 TERMS OF OVERSIGHT TEACHER MEMBERS:** Teacher members shall serve a term of two (2) years in a staggered rotation. Oversight teacher members shall be elected for two-year terms beginning May 1. Committee members may succeed themselves.
- 6.28.2 DISTRICT OVERSIGHT LPDC OPERATING PROCEDURES:** Members of the District Oversight LPDC shall elect a chairperson at the first meeting of each year. Additionally, the Oversight LPDC shall determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep district costs at a minimum. Where consensus is not possible, a vote of 70% of the full membership of the committee shall be required for action.
- 6.28.3 FILLING VACANCIES OF TEACHER MEMBERS:** Should a vacancy occur among the teacher members of the building level LPDC, the next-highest vote-getter for that position shall fill the unexpired term. If there is no such person, a special election shall be held.
- 6.29 BUILDING LEVEL LPDC:** Each building level LPDC shall review and approve individual professional development plan proposals by teachers and administrators at that building site based on the format and program established by the District Oversight LPDC and the rules and regulations of the Ohio Department of Education.
- 6.29.1 BUILDING LEVEL LPDC MEMBERSHIP:** The building level LPDC shall be comprised of five (5) members, the majority of which shall be classroom teachers. A supplemental contract shall be issued for building level LPDC members.
- 6.29.1.1 BUILDING LEVEL LPDC ADMINISTRATOR MEMBERS:** Administrator members shall include the building principal and the building assistant principal. If there is no assistant principal, the elementary supervisor or secondary supervisor or any other administrator appointed by the superintendent, respectively for that building, shall serve.
- 6.29.1.2 BUILDING LEVEL LPDC TEACHER MEMBERS:** Three teacher members shall be elected by simple majority by all teachers at that building site by May 1. Traveling teachers shall vote and be under the jurisdiction of the home building.
- 6.29.1.3 ELECTION AND TERMS OF BUILDING LEVEL LPDC TEACHER MEMBERS:** A building level LPDC election chair shall be appointed by the Association President. The election chair shall select two (2) additional association members to serve on the election committee. The election shall be conducted by secret ballot with nominations held five (5) workdays prior to the election. Building level LPDC members shall be elected to three (3) year terms. Committee members may succeed

themselves.

- 6.29.1.4 FILLING VACANCIES OF TEACHER MEMBERS:** Should a vacancy occur among the teacher members of the building level LPDC, the next-highest vote-getter for that position shall fill the unexpired term. If there is no such person, a special election shall be held.
- 6.29.2 BUILDING LEVEL LPDC OPERATING PROCEDURES:** Members of the building level LPDC shall elect a chairperson at the first meeting. Additionally, the building level LPDC shall determine its operating procedures and meetings schedule by consensus. Meetings shall be held, when possible, to keep district costs at a minimum. Where consensus is not possible a vote of 70% of the full membership of the committee shall be required for action.
- 6.29.3 TEACHER INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN:** In accordance with ORC 3319.22 and Department of Education Regulations 3301-24-08, each educator wishing to fulfill the license renewal or upgrade requirements is responsible for the design of an individual professional development plan as established by the District Oversight LPDC and subject to approval of the building level LPDC. The plan shall be based on the needs of the educator, the students, the school, and the school district. Master teacher applications shall be taken before the building LPDC for consideration.
- 6.29.4 APPEALS PROCESS:** An educator may request a written explanation of the decision of the building level LPDC and may appeal the decision to the District Oversight LPDC. Upon receipt of an appeal, the District Oversight LPDC shall meet within ten (10) days with the educator and representative(s) of the building level LPDC. The appeal shall be filed with the Chairperson of the District Oversight LPDC. The decision of the District Oversight LPDC shall be final and binding, however, an educator shall retain the right to file a grievance or other appropriate legal action relating to allegations of unlawful discrimination.
- 6.30 CONFIDENTIALITY:** All members of the District Oversight LPDC and building level LPDC shall keep confidential all discussions, actions, materials and other information. Breaches shall be reported to the District Oversight LPDC for appropriate action.
- 6.31 RELEASE TIME:** The Board will schedule no less than four (4) times per year a one (1) hour early dismissal for students. Teachers will be required to be present at school as during their normal work day. The scheduling of at least four (4) of these one (1) hour early dismissal times shall be at or near the conclusion of each grading period. During this time the teachers shall have independent time to be utilized to catch up on their work for time spent for record keeping, grade reporting, and/or utilization of the Progress Book. A fourth (4) time for this expressed purpose is already built into the schedule through early release on the last day of school.
- 6.32 ALLEGATION OF UNPROFESSIONAL CONDUCT:** All educators working in the Adams County/ Ohio Valley School District are expected to abide by the standards for Professional Educators as issued by the Ohio Department of Education. When the Superintendent and/or designee reports a bargaining unit member to the Ohio Department of Education (ODE) for an allegation of unprofessional conduct, the Superintendent or designee shall immediately inform the reported member of the action and provide a copy of the report submitted to ODE. Such reports do not constitute grounds for a grievance against the Superintendent, his/her designee, or the Board.

ARTICLE VII - LEAVES OF ABSENCE

7.1 PERSONAL LEAVE:

- 7.1.1 PERSONAL LEAVE ACCUMULATION:** Up to three (3) days of unrestricted personal leave shall be granted per school year.
- 7.1.2 NOTIFICATION OF USE OF PERSONAL LEAVE:** Notice shall be given to the principal at least seventy-two (72) hours in advance. In an emergency situation which makes it impossible to give the seventy-two (72) hour notice, this requirement will be waived provided notice is given promptly by the member upon his/her discovering the need to use personal leave. (Appendix G)
- 7.1.3 RESTRICTIONS ON USE OF PERSONAL LEAVE:** Personal leave shall not be continuous to a school vacation or holiday unless approved by the Superintendent. Personal leave shall be taken in units no smaller than one-half day.
- 7.1.4 NON-USE OF PERSONAL LEAVE:** An association member will receive a stipend of \$115.00 for each unused personal leave day(s). These stipends are to be payable in July.

7.2 SICK LEAVE:

- 7.2.1 ANNUAL ALLOWANCE:** Professional staff members shall be granted sick leave on the following basis: one and one-fourth days for each completed month of service, or fifteen (15) days for each completed year of service.
- 7.2.2 MANNER OF CALCULATION:** Sick leave will accrue at the rate of 1.25 days per month to the maximum of fifteen (15) days to be used for absences caused by illness or physical disability of the member or immediate family.
- 7.2.3 IMMEDIATE FAMILY DEFINED:** For the purpose of injury or illness or death in one's immediate family, immediate family will be interpreted as spouse, child, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, stepchild.
- 7.2.4 OTHER FAMILY:** With the approval of the Superintendent or designee, up to two (2) days of sick leave may be used due to sickness or injury or death to anyone not listed in Article 7.2.3.
- 7.2.5 RE-EMPLOYMENT; CREDIT FOR PREVIOUS PUBLIC EMPLOYMENT:** Pursuant to state law (Section 3319.141), a member re-employed by the Board who, since leaving the employ of this Board, has been continuously employed by other boards of education or by state, county, or municipal governments in Ohio, will receive full credit for sick leave accumulated both in the prior employ of the Board and in the employment of other agencies of the State of Ohio listed above shown in the records of the last employing organization to 200 days accumulation.
- 7.2.6 NOTIFICATION OF SICK LEAVE:** When an employee is sick and unable to report for work, he/she shall notify his/her building principal or designee no later than sixty (60) minutes before the start of his/her work day. Failure to do so will result in the day being unpaid, unless there is good cause for the failure of notification.
- 7.2.7 ACCUMULATION OF SICK LEAVE:** The maximum number of sick leave days accumulated shall be 200 days.

- 7.2.8 APPROVED USE OF SICK LEAVE DAYS:** Sick leave may be used by all professional staff members for those reasons and situations enumerated in the state statute (ORC 3319.141). Members shall use the form as adopted by this agreement (Appendix G).
- 7.2.9 ADVANCEMENT OF SICK LEAVE:** Each new employee shall be advanced five (5) days of sick leave. These five days shall be part of the total number of accumulative days to which the employee shall be entitled for the first year of employment. Additional days of sick leave cannot be granted, accumulated, or used, until they are earned. Nothing herein shall prohibit a new employee from enrolling in, and applying to, the Sick Leave Bank contained in Article 7.3.
- 7.2.10 SICK LEAVE USE/ACCUMULATION ON LEAVE OF ABSENCE:** No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.
- 7.2.11 EXCESSIVE USE OF SICK LEAVE:** A teacher may be required to provide a medical explanation after ten (10) days absence during a school year. If the immediate supervisor suspects he/she is abusing sick leave, he/she may be required to obtain a physician's statement.
- 7.2.12 EXHAUSTION OF SICK LEAVE:** In the event a teacher uses all of his/her sick leave, the Board shall permit said employee to remain on current board insurance plan provided said employee pays any and all insurance premiums to the district. As a condition of said agreement, the teacher furnishes the Board written verification from a physician of the need for the teacher to remain away from employment.
- 7.2.12.1 CONTINUATION OF BENEFITS:** The teacher may continue any or all benefits by making payment to the Treasurer no later than the 25th day of each month preceding the month for which the premium is due. The continuation of benefits will be available for eighteen (18) months following the exhaustion of employee's sick leave benefits or until disability benefits are approved within these eighteen (18) months.
- 7.2.13 FALSIFICATION OF SICK LEAVE USE:** If an employee falsifies a request for sick leave, he/she shall be subject to discipline under Article 6.27. The falsification of sick leave statement is grounds for suspension or termination of employment.
- 7.2.14 SICK LEAVE ADVANCEMENT:** If a member has exhausted all of their accumulated sick leave, and is no longer eligible to receive sick days from the Sick Leave Bank pursuant to paragraph E in Article 7.3.5 or are otherwise not qualified for advancement of sick leave from the Sick Leave Bank; the Board shall advance the member a maximum of five (5) days sick leave, which shall be paid back to the Board upon future accrual by the employee. This advancement is only available once per school year.
- 7.3 SICK LEAVE BANK:** The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness or death to contributors to the bank who have exhausted their accumulated sick days. Allotments will be limited to participating employees for use only in cases of illness, injury, non-elective surgery occurring under unusual, severe or emergency conditions or death as determined by the Sick Leave Bank Committee (SLBC).
- 7.3.1 ENROLLMENT:** Employees may enroll in the Sick Leave Bank during the month of September of each school year (Appendix H).

7.3.2 CONTRIBUTION REQUIREMENT: Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

7.3.3 PARTICIPATION: Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SLBC) of his/her intent to withdraw. No more than one time per year, current members of the sick leave bank, may donate one (1) additional day to the sick leave bank.

7.3.4 SICK LEAVE BANK COMMITTEE: The Sick Leave Bank Committee shall be composed of the Superintendent or his/her designee and three (3) participating members appointed by the Association President for one (1) year terms.

7.3.4.1 SLBC RESPONSIBILITIES: The SLBC shall review and approve or deny all applications to the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the bank and shall notify bank members of the need for said contributions. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SLBC are final.

7.3.4.2 MODIFICATIONS: The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

7.3.5 GENERAL PROCEDURES:

- A.** An application (Appendix I) for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the bank.
- B.** Allotments will be limited to use for personal illness or serious illness or death in the immediate family. A doctor's statement or death notice is required with the application in order for the request to be considered.
- C.** An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.
- D.** Days allotted from the Sick Leave Bank will be paid 100% of the member's daily rate of pay.
- E.** Once qualified to receive an allotment from the bank, the lifetime maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of workdays. The maximum number of days a member may use per occurrence shall not exceed thirty (30) days. Allotments shall be renewed, upon request from the member and approval of the SLBC, each semi-monthly payroll period.
- F.** Allotments from the Sick Leave Bank shall commence on the first day of absence for which the member has no accumulated or Board-advanced sick leave.
- G.** Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in

programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

- H. Days may not be received from the bank for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SLBC.
- I. Days may not be received from the bank for absences due to disabilities which qualify the member for workers compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

7.3.6 ASSESSMENTS: Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

7.4 UNPAID LEAVE FOR PERSONAL ILLNESS OR DISABILITY: A member who is unable to teach because of personal illness or disability shall be granted an unpaid leave, up to two (2) years pursuant to ORC 3319.13.

7.4.1 When a member who requests unpaid leave/dock days (except for Family Medical Leave Act) as granted by the Superintendent, he/she will be responsible for the pro rata costs of the health insurance benefits for those days. The pro ration shall be based on 365 calendar days. These amounts will be calculated by the Treasurer's office and deducted from the member's wages.

7.5 ASSAULT & BATTERY: Any individual assaulted as a result of his/her employment or assignment of duties, the Board will grant a leave of absence for a maximum of thirty (30) days per member each school year. This may be extended by the Board of Education. The leave will be granted with full pay and benefits status. Assault leave will not be charged to sick leave or any other leave.

7.5.1 NOTIFICATION OF ASSAULT: The teacher will report the incident to a building administrator immediately using the form prescribed by this agreement. (Appendix J)

7.5.2 DISCIPLINE OF STUDENT ASSAULTING TEACHER: A student who inflicts injury on a teacher will be dealt with in accordance with the Board of Education's student discipline procedures and may be suspended or expelled pursuant to the requirements of Section 3313.66 of the Ohio Revised Code.

7.5.3 CONFERENCE REGARDING ASSAULT: Within the suspension period, a conference shall be held with the student, parents, teacher, and administrator and/or a representative of the parties involved. A mutual, acceptable agreement should be reached. A reasonable effort will be made to reassign the student at teacher's request.

7.5.4 NOTIFICATION OF USE OF ASSAULT LEAVE: Members may request assault leave using the form adopted by this agreement (Appendix G).

7.6 CHILD CARE LEAVE: Upon expiration of sick leave for pregnancy, health leave without pay for the purpose of having a baby, the birth of a baby if no sick or health leave is requested, or the adoption of a pre-school aged child three (3) years or younger, a professional staff member requesting a leave to remain home with the new child shall be granted a leave without pay by the Board.

- 7.6.1 APPLICATION FOR USE OF CHILD CARE LEAVE:** Except in emergency situations, the member eligible for and desiring the child care leave shall make application for same with the Board at least thirty (30) days prior to the anticipated starting date of the leave.
- 7.6.2 LENGTH OF CHILD CARE LEAVE:** At a maximum, child care leave shall be for no more than the remainder of the school year in which it becomes effective, unless the effective date of the leave begins between February 1 and the start of the next school year, in which case it shall be for the remainder of the year in which the leave commences, if any, and the following year, if so requested by the professional staff member. The return of the member on leave shall be at the start of the school year.
- 7.6.3 REINSTATEMENT RIGHTS FROM CHILD CARE LEAVE:** A member granted a child care leave shall be returned to a position in the member's area of certification.
- 7.6.4 CONTINUATION OF HEALTH BENEFITS:** Professional staff members on approved unpaid leaves of absence shall have the right to continue coverage of all health benefits at the member's expense. The member will make payments on a monthly basis to the Treasurer on forms provided by the Treasurer.
- 7.6.5 PURCHASE OF LEAVE TIME FOR RETIREMENT PURPOSES:** In the event the member on child care leave wishes to purchase the time on leave for retirement purposes, the member shall pay the Board's share, as well as their own, for the cost of purchasing the time on leave for retirement purposes.
- 7.7 FAMILY AND MEDICAL LEAVE:** An employee shall be granted an unpaid leave of absence of up to twelve (12) work weeks pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Labor under the FMLA (FMLA regulations).
- 7.7.1 FMLA YEAR DEFINED:** For purposes of leave under the FMLA, a year shall be defined as a contract year, July 1 through June 30.
- 7.7.2 REINSTATEMENT RIGHTS:** Upon request, an employee shall be advanced ten (10) sick leave days. An employee shall not accumulate additional sick leave days until this advance is repaid.
- 7.8 PROFESSIONAL LEAVE:** Each professional staff member is entitled to one day of professional leave each year. Said day is to be used by the teacher for attendance at a conference or meeting which is in furtherance of the goals of that teacher, as stated in the teacher's individual professional improvement plan (IPDIP), in furtherance of the goals of the individual school improvement plan (SIP), or in furtherance of the district's continuous improvement plan (DCIP). Leave must be requested at least four (4) weeks in advance, and shall not be granted except upon recommendation of the Superintendent, who shall also be allowed to waive the above conditions. The Superintendent shall not discriminate from one individual to the next in deciding whether to grant such leave. However, the Superintendent may deny said leave request after ten (10) of the district's staff have been granted professional leave for a particular day.

ARTICLE VIII - FRINGE BENEFITS

8.1 SEVERANCE PAY (REGULAR):

- 8.1.1 ELIGIBILITY FOR SEVERANCE PAY:** Any professional staff member who resigns his/her employment with the Board for the purpose of retirement and meets all of the

following requirements as of his/her last day shall be eligible for severance pay:

1. Retirement (disability or service) from active service with the public schools of Ohio.
2. The member must be eligible to participate in and receive benefits from the State Teachers Retirement System beginning the first day after his/her last day of employment with the Board.

8.1.2 AMOUNT OF SEVERANCE PAY (REGULAR): Retirement severance pay will be one-fourth of a member's unlimited accumulation of unused sick leave.

8.2 SUPERSEVERANCE: Any member who becomes eligible for retirement through STRS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to 50% (maximum of 100 days) of his/her unused accumulated sick leave, as provided in Article 7.2.7 of this contract, provided the employee retires at the end of the school year in which the member first becomes eligible to retire. Eligibility categories are as follows:

1. 30 years of eligible service credit at any age.
2. 25 years of eligible service and at least 55 years of age.
3. 5 years or more of eligible service credit and 60 or more years of age.

8.2.1 CALCULATION OF SUPERSEVERANCE PAYMENT: Supplemental contract salaries are not included in the calculation for this provision.

8.2.2 DISABILITY EXCLUSION: In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

8.2.3 SUPERSEVERANCE RETIREMENT PROCEDURE: In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the school year, with said resignation being received by the personnel officer no later than April 1 of the year the employee first meets any one of the above retirement criteria.

8.2.4 SUPERSEVERANCE LIMITATION: A member must take advantage of this plan when he/she first meets any of the criteria for retirement eligibility set forth in Article 8.2 or he/she will forfeit the right to this retirement program forever.

8.2.5 PAYMENT OF SUPERSEVERANCE: Payment under this plan will be made in a lump sum at the time of retirement. The district shall provide the employee with a list of Board approved 403 (B) and 457 providers on the OVSD website and the opportunity to roll their superseverance payment into one of the accounts.

8.2.6 GRANDFATHERED EMPLOYEES ACCUMULATION: Certified employees of the Adams County/Ohio Valley School District as of July 1, 1994, who have accumulated 200 or more days of sick leave will be grandfathered for severance purposes only for one-fourth of the days accumulated over 200 as of July 1, 1994. This accumulation is for "usage" purposes only, and does not refer to monetary compensation. Any member in this category may use these days without falling below the 200 day maximum level. These certified employees will not accumulate days beyond the number of days that were effective as of July 1, 1994 and sick leave used will be deducted from this present number of accumulated days.

8.3 HOSPITALIZATION AND MAJOR MEDICAL/ DENTAL / AND OPTICAL INSURANCE: For the 2011-2012 insurance plan year, the joint insurance review committee, will implement a new plan for health, dental and vision insurance that results in a reduction of the total premium costs of at least five percent (5%) from the 2010-2011 current rates and may be up to a total reduction of ten percent (10%). If the reduction for the 2011-2012 plan year is less than ten percent (10%), the committee shall implement a new plan for the 2012-2013 plan year, the cost of which will be a ten percent (10%) reduction less the 5% or more reduction that was implemented for the 2011-2012 plan. However, if the premium cost reductions implemented in 2011-2012 are at least ten percent (10%), the insurance committee shall implement a plan that results in no (0%) increase in the total premium from the 2011-2012 plan year. Employee contribution for a single or family plan shall be 6% per month of the premium for the 2011-2012 school year and 8% per month of the premium for the 2012-2012 school year. The Board shall pay the remaining portion of the premiums for single and family insurance coverage for all bargaining unit members employed by the Board.

A high deductible health plan with an H.S.A. shall be offered as an option beginning with the 2011-2012 school year.

8.3.1 PART-TIME EMPLOYEES: Part-time employees shall receive a pro-rated amount of the Board contribution toward hospitalization and major medical, dental and optical insurances (e.g., The Board shall pay 50% of the premium for a 50% part-time employee).

8.3.2 CHANGE OF CARRIER: The Board and the Association agree to reopen negotiations should either party propose a change of carrier. Immediate notice shall be given to the other party regarding the proposed change. Provisions of Article 3, Negotiations Procedure, shall govern these in-term negotiations.

8.3.3 JOINT INSURANCE REVIEW COMMITTEE: When requested by either party, the Board and the Association shall jointly establish a committee composed of three (3) Association representatives and three (3) representatives of the Board to review the current and other insurance programs, including funding options.

8.3.4 INSURANCE OPT-OUT: A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 8.3 and shall receive a rebate of three thousand dollars (\$3,000). If the employee wants dental/vision insurance, the opt-out rebate decreases to two thousand two hundred and fifty dollars (\$2,250). The rebate shall be paid with the first payroll check in June of the insurance year in which the employee has "opted out." A bargaining unit member who has "opted out" shall notify the District Treasurer by August 30th. A bargaining unit member who has opted not to participate in the insurance program shall have the right to reenter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member reentering the insurance program during the year shall forfeit any rebate.

8.3.5 HUSBAND/WIFE EMPLOYED BY THE DISTRICT: For all current husband and wife teams employed by the District, the District shall pay one hundred percent (100%) of the cost of one family plan or one hundred percent (100%) of the cost of two single plans for said employees. Husbands and wives employed by the District shall not be eligible for this insurance opt-out provision. Effective July 1, 2008, for all new husband and wife teams who are both employed by the District, the Employee contribution shall be \$25.00 per month per single plan. A family plan shall be \$60.00 per month. The Board shall pay the remaining portion of the premiums for single and family insurance coverage for all bargaining unit members employed by the Board.

- 8.4 IRS SECTION 125 PLAN:** A 125 Plan, Parts A & B, will be implemented with a mutually agreed upon provider.
- 8.5 LIFE INSURANCE:** The Board shall provide \$50,000, 100% Board paid, term life, double indemnity, insurance to each member of this bargaining unit. Upon agreement with the insurance carrier, additional policies may be purchased by the employee for other immediate members of the family.

ARTICLE IX - COMPENSATION

9.1 PAYROLL PRACTICES:

- 9.1.1 ELECTRONIC BANKING:** Electronic banking is mandatory for all members of the bargaining unit. Employees shall be paid on or before the 15th and the 30th of each month. The Adams County/Ohio Valley School District will provide all certified staff with an email address to expedite delivery of all direct deposit notices. All direct deposit notices/stubs will be emailed to the district provided email address and/or an employee provided email address. If there is a change to a bargaining unit member's email address, he/she will be responsible for reporting the new email address to the Treasurer's office. Upon request by the employee, the treasurer's office shall provide a paper copy of the deposit by mail during the pay periods when school is not in session.

9.2 INDEXED SALARY SCHEDULE:

- 9.2.1 PLACEMENT ON INDEXED SALARY SCHEDULE:** Each teacher's training level shall be reflected by proper placement on the appropriate column of the salary schedule (Appendix K). Effective the official first work day of the 2011-2012 school year through the 2012-2013 school year, all bargaining unit members shall receive a 0% raise. The new base salary shall be \$30,606.

9.2.1.1 ACCREDITED DEGREES AND HOURS: All degrees and hours earned must be from colleges and universities recognized and accredited by the Ohio State Department of Education for certification purposes.

9.2.1.2 MA + 15 COLUMN: In addition, all hours for placement on the MA + 15 column must be graduate hours earned after receipt of a Master's Degree and in subjects approved in advance by the LPDC committee. These hours must be earned from colleges and universities recognized and accredited by the Ohio State Department of Education for certification purposes.

- 9.2.2 STATE MINIMUM TEACHER SALARY SCHEDULE:** All funds received through the State Foundation Program for the sole purpose of increasing the State Minimum Teacher Salary Schedule will be used to upgrade the teacher salary schedule negotiated by the Ohio Valley Education Association. Representatives of the Board and the Association will meet to determine distribution of such funds.

- 9.3 HOURLY TEACHER PAY:** The rate for all hourly certified teachers and other employees who are members of this bargaining unit shall be set at \$25.00 per hour. This payment shall be excluding adult classes that shall be posted at a pay rate equal to that of surrounding/competing programs.

- 9.4 INTERNAL SUBSTITUTE:** When all efforts have been exhausted to secure substitute teachers, certified employees will be solicited to cover periods for absent teachers to be paid at \$12.00 per period. If teachers are covering multiple classes during their planning period those teachers shall be paid \$25.00 per period. This provision shall apply to planning periods. Furthermore, if substitutes are not available and classes are split among teachers at the elementary level, each

teacher shall receive \$25.00 per day.

- 9.5 SUMMER SCHOOL:** When summer school is integrated as a part of the regular curriculum, professional staff members will be reimbursed as per the hourly teacher pay determined in Article 9.3.
- 9.6 SUPPLEMENTAL CONTRACTS:** The supplemental salary schedule (Appendix L) shall be applied to such positions therein which the Board of Education deems necessary and essential for a well-rounded educational program. Salaries on the supplemental salary schedule shall increase at the same rate as the teachers' base salary (BA/0).
- 9.6.1 SUPPLEMENTAL CONTRACT REVIEW COMMITTEE:** A committee of administration representatives and members appointed by the Association President will develop supplemental job descriptions and evaluation forms. Additionally, the Supplemental Contract Review Committee shall review the supplemental pay schedule.
- 9.6.2 SUPPLEMENTAL VACANCY NOTICE:** All supplemental positions in the district will be posted for ten (10) calendar days in each school office within ten (10) days of the creation of the vacancy.
- 9.6.2.1 NEW SUPPLEMENTAL POSITIONS:** All newly created bargaining unit supplemental positions shall be posted prior to implementation of a new position.
- 9.6.2.2 NON-BARGAINING UNIT PERSONNEL:** Vacancies may be advertised in the local newspapers after all qualified bargaining unit members have been considered for a position and have been responded to in writing for the reasons they have not been recommended for the position.
- 9.6.2.2.1 POSTING OF POSITIONS HELD BY NON-BARGAINING UNIT PERSONNEL:** All supplemental positions held by non-bargaining personnel must be re-posted each year.
- 9.6.3 FILLING OF SUPPLEMENTAL VACANCIES:** All bargaining unit supplemental positions must be offered to bargaining unit members providing they meet all qualifications for a position. Job descriptions and qualifications will be listed in the Administrative Building and supplied to all interested applicants.
- 9.6.3.1 SUPERINTENDENT DETERMINATIONS:** Superintendent has sole discretion in determining whether an applicant meets qualifications for a position. If the Superintendent determines that no bargaining unit member is qualified for a supplemental position, the position may be offered to a non-bargaining unit member.
- 9.6.4 SUPPLEMENTAL GRIEVANCES:** Supplemental contracts are not subject to the grievance procedure pertaining to employment, providing all guidelines have been followed.
- 9.6.5 SUPPLEMENTAL PAYMENT PROCEDURES:** If co-advisors are hired for a supplemental position, the money will be divided and separate checks issued as agreed upon by the advisors and their supervisor in a written contract. If an administrator is given a bargaining unit member's supplemental position, they shall be paid on the same index as the bargaining unit member.

- 9.6.6 HEAD TEACHER:**
- 9.6.6.1 HEAD TEACHER LIMITATIONS:** The head teacher shall be responsible for the school in the absence of the building administrator. The head teacher shall not be responsible for evaluating, disciplining, or any other administrative duties involving any member of the Ohio Valley Local Education Association.
 - 9.6.6.2 HEAD TEACHER RESPONSIBILITY:** The head teacher will be directly responsible to the building administrator.
 - 9.6.6.3 BUILDING ADMINISTRATOR RESPONSIBILITY:** The building administrator will keep the head teacher informed of his/her location and how he/she may be contacted anytime he/she leaves the building. In the event the building administrator is not available, the head teacher shall contact the superintendent or his/her designee in the case of an emergency.
 - 9.6.6.4 HEAD TEACHER LIABILITY COVERAGE:** The Board of Education shall provide liability insurance for the head teacher covering negligent acts of the head teacher that occur within or on the grounds of buildings used in the performance of educational functions.
 - 9.6.6.5 FILLING OF HEAD TEACHER POSITION:** This position shall be posted and filled annually, only in those buildings without an assistant principal.
- 9.7 EXTENDED SERVICE:** A professional staff member whose assignment requires the performance of extended service duties pursuant to the minimum standards for that assignment established by the State Board of Education shall receive a teaching contract which will include extended service as required by the minimum standards to be paid at that member's per diem rate.
- 9.7.1 EXTENDED SERVICE PER DIEM:** The per diem rate for persons on extended service shall be figured with one hundred eighty-two (182) used as the denominator.
 - 9.7.2 NEW HIRE OR TRANSFER TO/FROM POSITION REQUIRING EXTENDED SERVICE:** In addition, the contract of a newly hired professional staff member or a member who does not currently receive extended service but is reassigned to a position requiring extended service will provide that extended service. Extended service will cease and the Board's obligation to pay the per diem rate will terminate if that member is reassigned to a teaching position that does not require extended service and/or the minimum standards set by the State Board change so as not to require the extended service time for compliance with minimum standards.
 - 9.7.3 EXTENDED SERVICE NOT REQUIRED BY MINIMUM STANDARDS:** Effective July 1, 1994, if a newly hired member or a member not currently receiving extended service is granted extended service in a teaching assignment for which the minimum standards do not require extended service, the member shall receive a supplemental contract for that extended teaching service.
 - 9.7.3.1 GRANDFATHER OF CURRENT STAFF ON EXTENDED SERVICE:** Any professional staff member currently on extended service shall continue to receive extended service at his/her per diem rate except for the period of time which exceeds the State Minimum Standard requirements for which he/she shall be frozen at his/her current per diem rate of pay for that portion of his/her extended service which exceeds the State's Minimum

Standard requirements for as long as he/she is assigned to his/her current teaching position regardless of building location.

9.7.3.1.1 CURRENT STAFF INVOLUNTARILY REASSIGNED: Any member who is involuntarily reassigned and is included in this section shall continue to receive his/her extended service as provided in this section provided the former position is filled by another.

9.7.3.2 CALCULATION OF PAY ABOVE STATE MINIMUM REQUIREMENTS: As the member's per diem rate of pay increases for that portion of his/her extended service required by State Minimum Standards, the number of days he/she is required to work for the remainder of his/her extended service shall be reduced proportionately so that the number of days worked for that portion of extended service which exceeds minimum standards equals his/her total pay for that period of time divided by his/her current daily rate of pay.

9.7.4 EXTENDED SERVICE REVIEW COMMITTEE: As needed, a committee of administration representatives and members appointed by the Association President will review the district's extended time schedule.

9.7.5 1997-98 EXTENDED SERVICE: Determination of the number of days of extended service for new hires shall be made in accordance with the offering of extended service as in 1996-1997.

9.8 STIPEND FOR IN-SERVICE ACTIVITIES OR CURRICULUM DEVELOPMENT: A stipend offered for in-service activities or curriculum development shall be paid according to the following schedule:

Category 1: Stipends from other local grants will be paid according to any limitations set forth in those grants.

Category 2: Stipends for in-service or curriculum development activities that are paid through the school district's general fund will be paid as follows:

<u>Length of Time of Activity</u>	<u>Stipend Pay Rate</u>
0 - 1 hour	\$00.00 (no pay)
1.1 - 2 hours	\$20.00
2.1 - 3.5 hours	\$32.00
3.6 - 7 hours	\$65.00

Stipends will not be paid for in-service opportunities that are offered on a voluntary basis. All stipends that are paid must go through payroll for tax purposes.

9.9 PERFECT ATTENDANCE BONUS: All bargaining unit members who have perfect attendance (miss zero (0) days including: personal leave, sick leave or unpaid leave) during the period of the first contracted day of work each school year through the end of the first semester shall be paid a perfect attendance bonus of \$200, payable in the first paycheck in February. All bargaining unit members who have perfect attendance during the period from the first day of the second semester through their last contracted day of work each school year shall be paid a perfect attendance bonus of \$200, payable in the last paycheck in June. Any bargaining unit member who does not work the full school year will be eligible for a pro-rata portion of the perfect attendance bonus, which will be calculated using total of work days worked divided by total available work days. Part-time bargaining unit member will be eligible to receive a percentage based upon their employment

status. (e.g., The Board shall pay 50% of the bonus for a 50% part-time employee).

9.10 MENTORS: A mentor meeting district and state requirements to mentor Entry Year Teachers will be paid a one-thousand two hundred dollar (\$1,200) stipend.

9.11 HOME INSTRUCTION: Home Instruction shall be paid at the hourly teacher pay as provided in Article 9.3. (\$25.00 per hour). Members shall be paid mileage as provided in Article 6.26, if home instruction cannot occur at school and the parent cannot bring the child to a mutually agreed upon meeting place.

ARTICLE X - EFFECTS OF AGREEMENT

10.1 DURATION: This agreement will be for two (2) years ending June 30, 2013.

10.2 ENTIRE AGREEMENT: This contract constitutes the entire and complete agreement between the two parties. All prior contracts and agreements are hereby declared null and void.

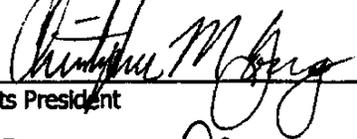
10.3 AMENDMENTS AND MODIFICATIONS: The provisions of this contract cannot be changed, altered, modified or deleted by either party unless with mutual agreement.

10.4 PROVISIONS CONTRARY TO LAW: If any provisions of this document or any agreement reached through this document, or any application shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such case, the parties shall meet no later than ten (10) days after any such ruling for the purpose of renegotiating the provisions affected.

10.5 EXECUTION OF CONTRACT: This contract is executed by the duly authorized representatives of the Ohio Valley Education Association and the Adams County/Ohio Valley Local Board of Education on the 2 day of June, 2011.

IN WITNESS THEREOF THE FOLLOWING REPRESENTATIVES DO AFFIX THEIR SIGNATURES:

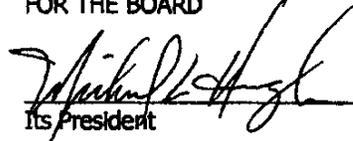
FOR THE ASSOCIATION


Its President

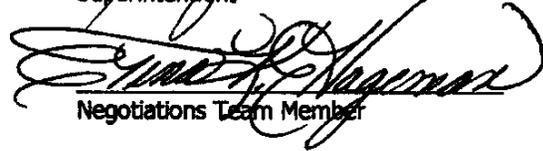

Negotiations Team Member


Negotiations Team Member

FOR THE BOARD


Its President


Superintendent


Negotiations Team Member

APPENDIX A - GRIEVANCE PROCEDURE FORM

Grievance # _____

Grievant(s) School or Assignment _____

Name Principal, Administrator, or Board _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person(s) to Whom Grievance is Directed _____

Initiated on Level _____

Statement of Grievance: _____

Action Requested: _____

Have you discussed this with your immediate Supervisor? Yes _____ No _____

Grievant

NOTE: Please attach the written decision from previous level(s).

APPENDIX B - APPLICATION FOR TRANSFER

ADAMS COUNTY/OHIO VALLEY
LOCAL SCHOOL DISTRICT

CERTIFIED EMPLOYEES

Complete a Separate Transfer Request for each posted position in which you are interested. Transfer Request is to be hand delivered to the Central Office Personnel Department or sent by U.S. Mail. Do not send through school mail. Phone requests will not be honored. Request must be received by Personnel Department by Noon on the final day of the posting. Requests for transfer will only be accepted during the posting dates.

DATE: _____

NAME: _____

HOME PHONE: _____

PRESENT ASSIGNMENT: _____

SCHOOL: _____

POSITION APPLYING FOR: _____

SCHOOL: _____

SOCIAL SECURITY NUMBER: _____ - _____ - _____

FULL TIME DATE OF HIRE: _____

(Do not use substitute hire date.)

PRESENTLY HOLD CERTIFICATE FOR DESIRED POSITION: _____ YES _____ NO

REMARKS: _____

EMPLOYEE SIGNATURE: _____ DATE: _____

--FOR PERSONNEL OFFICE USE ONLY--

TRANSFER REQUEST HONORED: _____ YES _____ NO COMMENT _____

EFFECTIVE DATE OF TRANSFER: _____

NOTICES SENT TO:

Teacher

Previous
Principal

New
Principal

Treasurer's
Office

Personnel
Secretary

Personnel
File

NUMBER OF CONTRACT DAYS: _____ Remain the same: _____ New number of days: _____

Superintendent or Designee

Date

APPENDIX C – LETTER OF INTENT

Adams County Educational Service Center/
Ohio Valley School District
141 Lloyd Road
West Union, Ohio 45693-9237
TELEPHONE: 937-544-5586
FAX: 937-544-3720

LETTER OF INTENT - CERTIFIED & CLASSIFIED STAFF

NAME _____ SCHOOL _____

CURRENT
POSITION _____

Please complete the information below to indicate your intentions for the 20____ school year.

1. _____ I plan on remaining in my current position if available next year. (Please indicate what position and what building location you are interested in.)
2. _____ I wish to transfer to another position if available next year. (Please indicate what position and what building location you are interested in.)

Position desired _____ Building Location _____

3. _____ I intend to retire prior to the beginning of the 20____ - 20____ school year.

Comments regarding retirement:

4. _____ I intend on leaving the Adams County/Ohio Valley School District at the conclusion of the 20____ - 20____ school year.

Signature _____ Date _____

RETURN TO YOUR BUILDING PRINCIPAL BY APRIL 11th

PRINCIPALS: Please return to Personnel Director by April 14th

APPENDICES D & E – TEACHER EVALUATION

Adams County/Ohio Valley School District

Teacher Evaluation

Teacher Name _____

Administrator Name _____

School Year _____

TEACHER OBSERVATION REPORT FORM

Date _____

Teacher _____

Observer _____

Time Started _____ Ended _____

Approaches:

- _____ Discussion
- _____ Demonstration
- _____ Individual work
- _____ Lecture
- _____ Question/Answer
- _____ Simulation/Role Play
- _____ Other

Briefly comment on the following:

Organization: _____

Creating an environment for student learning: _____

Instruction: _____

Professionalism: _____

Teacher's Signature

Administrator's Signature

Post Observation Conference Date _____

**Adams County/Ohio Valley School District
Teacher Evaluation**

Introduction

The purpose of this evaluation tool is to provide feedback for specific areas of teaching that we feel are important for a successful teaching experience. The evaluation process is organized into four main areas:

- A. Organization
- B. Creating an Environment for Student Learning
- C. Teaching for Student Learning
- D. Teacher Professionalism

This evaluation instrument is designed on a framework of essential teaching criteria. It models an active view of learning and teaching in which the students' like experiences and prior knowledge are regarded as important instructional resources. The system is flexible enough to accommodate a variety of teaching styles. The instrument fosters growth and professional development by recognizing strengths as well as weaknesses.

The scale from 1 to 5 allows the evaluator the opportunity to score those areas that may be evident, but not strong. The scale is constructed so that a 1 is low and a 5 is high. The rating scale is as follows:

- 5 Exceeds the desired level of performance in most areas
- 4 An above average level of performance
- 3 A satisfactory level of performance
- 2 This area needs improvement
- 1 Performance is unsatisfactory

The evaluator will provide specific suggestions for areas that need improvement or areas deemed to be unsatisfactory and the means to achieve desired improvement. An N/A will be used for specific areas that are not observed. The teacher shall be afforded the opportunity to give written response or comment on the evaluation form.

Evaluation Cycle:	Pre-conference	
	Observation 1	Observation 3
	Observation 2	Observation 4
	Evaluation 1 with post-conference	Evaluation 2 with post-conference

Both evaluations are rated on the same scoring sheet to provide feedback comparisons to the same post-conferences.

Evaluation Date:

Section A: Organization

Evaluation Date:

Evaluation 1

Evaluation 2

1 2 3 4 5 N/A
COMMENTS:

A1: Knowledge of Student
1. Knowledgeable of students' functioning levels.
2. Perceptive of the environmental factors that influence the students' performance.

1 2 3 4 5 N/A
COMMENTS:

1 2 3 4 5 N/A
COMMENTS:

A2: Appropriate Learning Goals for Students
1. Correlates appropriate instructional objectives which implement the course of study.
2. Provides a program responsive to students' capabilities and needs, which may include interventions.

1 2 3 4 5 N/A
COMMENTS:

1 2 3 4 5 N/A
COMMENTS:

A3: Teaching Methods, Instructional Materials, and Assessments
1. Provides clear plans for a substitute teacher, with proper instructions for materials used and daily schedule (per faculty handbook/substitute folder)
2. Shows plan for evaluation of students' performance (grades/assessments).
3. Uses classroom performance and test data to revise instruction.
4. Demonstrates an understanding of the content learned previously, the current content, and the content that remains to be learned.
5. Uses district recommended instructional/technology materials
6. Provides manipulatives and materials as needed.

1 2 3 4 5 N/A
COMMENTS:

Section B: Student Learning Environment

1 2 3 4 5 N/A
COMMENTS:

B1: Classroom Environment
1. Maintains a pleasant classroom climate; safe and functional
2. Arranges the classroom to maximize opportunities for student learning.
3. Uses positive reinforcement.
4. Communicates expectations for classroom behavior, rules and classroom procedures, and both positive and negative consequences.
5. Models safe practices including the proper and safe use of equipment.
6. Utilizes displays, bulletin boards, charts and/or materials related to

1 2 3 4 5 N/A
COMMENTS:

safety, discipline, instruction, and achievement, where applicable.

1	2	3	4	5	N/A	B2: Rapport with Students	1	2	3	4	5	N/A
COMMENTS:												
1. Encourages students, through the classroom discipline plan, to accept responsibility for their own behavior.												
2. Encourages relationships that are professional, respectful, and friendly.												
3. Respects the individual's rights.												
4. Implements rules and procedures consistently, demonstrating self-control in difficult situation.												
1	2	3	4	5	N/A	B3: Learning Expectations	1	2	3	4	5	N/A
COMMENTS:												
1. Communicates learning expectations based on district curriculum goals and adopted courses of study.												
Section C: Instruction												
1	2	3	4	5	N/A	C1: Communicating Clear Goals and Procedures	1	2	3	4	5	N/A
COMMENTS:												
1. Presents a variety of activities to spark student interest.												
2. Provides clear, explicit directions.												
3. Communicates objectives of the lesson.												
1	2	3	4	5	N/A	C2: Comprehensible Content	1	2	3	4	5	N/A
COMMENTS:												
1. Appropriately uses a variety of instructional techniques.												
2. Employs a variety of materials and resources.												
3. Utilizes effective questioning strategies.												
4. Provides students with intervention opportunities.												
5. Provides accurate information.												
1	2	3	4	5	N/A	C3: Assessment of Student Comprehension	1	2	3	4	5	N/A
COMMENTS:												
1. Provides individual student tasks appropriate to their ability/achievement level.												
2. Stimulates and challenges students to use higher level thinking skills.												
3. Elicits frequent responses for active student participation in learning.												
4. Assesses learner performance through a variety of formal and informal techniques.												
5. Incorporates past learning.												
1	2	3	4	5	N/A	C4: Classroom Management	1	2	3	4	5	N/A
COMMENTS:												
1. Demonstrates the ability to work with individuals, small groups, and large groups.												

2. Modifies techniques and materials as teaching/learning situation requires.
3. Uses time efficiently.

Section D: Teacher Professionalism

1 COMMENTS:	2	3	4	5	N/A	D1: Efficiency 1. Turns in office correspondence promptly and accurately. 2. Performs duties promptly. 3. Provides accurate data to school/district as required. 4. Is able to substantiate grades/reports with appropriate documentation.	1 COMMENTS:	2	3	4	5	N/A
1 COMMENTS:	2	3	4	5	N/A	D2: Relationships 1. Cooperates with other professionals and the administration. 2. Utilizes support staff appropriately. 3. Informs appropriate personnel of school-related matters. 4. Shares ideas and experiences through communication networks.	1 COMMENTS:	2	3	4	5	N/A
1 COMMENTS:	2	3	4	5	N/A	D3: Professionalism 1. Demonstrates positive attitudes toward the profession. 2. Attendance is dependable and punctual (barring extenuating serious illness/injury). 3. Speaks and writes clearly using correct rules of grammar and spelling. 4. Maintains a professional and ethical behavior. 5. Appearance is professional and appropriate to the teacher's job assignment. 6. Participates in district and building level professional activities. 7. Keeps current with developments in the field. 8. Uses discretion in handling confidential information. 9. Demonstrates knowledge of state and federal regulations as they relate to the instructional situation.	1 COMMENTS:	2	3	4	5	N/A
1 COMMENTS:	2	3	4	5	N/A	D4: Communicating with Parents/Guardians 1. Participates in conferences with parents. 2. Shares ideas with parents about how to improve student success. 3. Is responsive and available to parents. 4. Responds promptly to parental concerns. 5. Solicits parental input.	1 COMMENTS:	2	3	4	5	N/A

ADDITIONAL COMMENTS:
Administrator

ADDITIONAL COMMENTS: Teacher

Overall Evaluation 1 2 3 4 5

Principal's Signature _____

Teacher's Signature _____

Date _____

ADDITIONAL COMMENTS:
Administrator

ADDITIONAL COMMENTS: Teacher

Overall Evaluation 1 2 3 4 5

Principal's Signature _____

Teacher's Signature _____

Date _____

APPENDIX F - CITIZEN'S COMPLAINT FORM

Complaint initiated by _____

Telephone _____ Address _____

City _____ State _____ Zip _____

Student's Name (if applicable) _____

Staff Person's Name (if applicable) _____

Building (if applicable) _____

Have you contacted/spoken with the Building Principal? _____ Yes _____ No

Have you contacted/spoken with the staff member involved? _____ Yes _____ No

Type of complaint _____ Classroom Material/Content _____ General

What is the complaint? Please be specific. Attach additional pages if needed.

A COPY OF THIS FORM SHALL BE PROVIDED TO THE AFFECTED STAFF MEMBER.

APPENDIX G - NOTIFICATION OF USE OF LEAVE FORM

INSTRUCTIONS: This form is to be: (a) used by all employees of Adams County/Ohio Valley Local Schools; (b) completed; (c) approved by the Supervisor; and (d) given to the building secretary who will use this in reporting absenteeism to the Clerk's Office. This form will be maintained in the building personnel file. Employee should keep a copy for his/her records, if desired. Once approved by the Supervisor, this form cannot be changed.

Vacation requests must be submitted 10 days before the start of the vacation period.

Sick leave requests are to be submitted in advance when possible or immediately upon return to work after an absence due to illness. Personal leave requests should be given to the Supervisor at least 72 hours in advance. (In emergency situations only, the 72-hour advance notice can be waived.) Personal leave cannot be continuous to a school vacation (Thanksgiving, Christmas, Spring and Summer Breaks, or other holidays).

Employee Name _____ Date _____

Building Name _____

I request leave beginning on _____ (date) at _____ AM/PM, 20____, and ending on _____ (date) at _____ AM/PM, 20____, for the following reason (check one):

- | | |
|--|---|
| <input type="checkbox"/> Sick Leave: | <input type="checkbox"/> Medical, dental, or optical examination or treatment |
| | <input type="checkbox"/> Personal illness or injury |
| | <input type="checkbox"/> Serious illness or injury in immediate family Relationship _____ |
| | <input type="checkbox"/> Death of _____ Relationship _____ |
| <input type="checkbox"/> Vacation | |
| <input type="checkbox"/> Court | <input type="checkbox"/> Court Duty <input type="checkbox"/> Jury Duty |
| | Subpoena issued by _____ |
| <input type="checkbox"/> Military: | <input type="checkbox"/> With Pay <input type="checkbox"/> Without Pay |
| <input type="checkbox"/> Leave Without Pay | |
| <input type="checkbox"/> Assault Leave | |
| <input type="checkbox"/> Personal Leave | |
| <input type="checkbox"/> Professional Leave | |
| <input type="checkbox"/> Other (Please specify.) _____ | |

Employee Remarks _____

Total time requested _____ Employee Signature _____

ADMINISTRATION ACTION (For administration use only)

Approved Disapproved

Supervisor Signature _____ Date _____

Remarks _____

Total Hours _____

APPENDIX H - SICK LEAVE BANK ENROLLMENT FORM

Name _____

Building Assignment _____

Date _____

I am a member of the bargaining unit. I am donating one (1) sick leave day to the Sick Leave Bank for the purpose of enrolling in the Sick Leave Bank. I understand that donated sick leave days are non-returnable and that I may be asked to donate additional sick leave days to the bank should that need be determined by the Sick Leave Bank Committee.

Member Signature _____

FOR TREASURER'S USE ONLY

I certify that the above named person has donated one (1) sick leave day to the Sick Leave Bank and is therefore entitled to participate in the Sick Leave Bank. The one (1) donated sick leave day will be subtracted from the member's current total accumulated sick leave days and will be reflected on the member's pay receipt.

As of the date of this application, the member has _____ total accumulated sick leave days.

Current accumulated sick leave days _____

 -1

Balance of accumulated sick leave days _____

Treasurer's Signature _____ Date _____

NOTE: After processing the SLB application, forward a copy to the Association President.

APPENDIX I - SICK LEAVE BANK ALLOTMENT APPLICATION

Applicant must be a bargaining unit member and a member of the Sick Leave Bank to request an allotment of sick leave days.

PART A (To be completed by the applicant)

Name _____

Building Assignment _____

Date _____

Number of sick leave days requested _____

Reason(s) for request: (Attach documentation, i.e. doctor's statement[s] or death notice.)

PART B (To be completed by the Treasurer)

I certify that the above named applicant has zero (0) accumulated or Board-advanced sick leave days as of the date of this application.

Treasurer's Signature _____ Date _____

PART C (To be completed by Sick Leave Bank Committee)

Allotment request _____ Approved _____ Disapproved _____

Number of sick leave days approved for the above allotment request _____

SLBC Chairperson's Signature _____ Date _____

APPENDIX K – SALARY SCHEDULES

**Adams County / Ohio Valley School District
Certified Salary Schedule
Effective 2011-2013 School Year**

Base @ \$ 30,606

Step Increment	ND 0.035	BA 0.038	BA+150 0.043	MA 0.048	MA+15 0.053
0 Index	\$26,474 0.8650	\$30,606 1.0000	\$31,769 1.0380	\$33,514 1.0950	\$34,952 1.1420
1 Index	\$27,545 0.9000	\$31,769 1.0380	\$33,085 1.0810	\$34,983 1.1430	\$36,574 1.1950
2 Index	\$28,617 0.9350	\$32,932 1.0760	\$34,401 1.1240	\$36,452 1.1910	\$38,196 1.2480
3 Index	\$29,688 0.9700	\$34,095 1.1140	\$35,717 1.1670	\$37,921 1.2390	\$39,818 1.3010
4 Index	\$30,759 1.0050	\$35,258 1.1520	\$37,033 1.2100	\$39,390 1.2870	\$41,441 1.3540
5 Index	\$31,830 1.0400	\$36,421 1.1900	\$38,349 1.2530	\$40,859 1.3350	\$43,063 1.4070
6 Index	\$32,901 1.0750	\$37,584 1.2280	\$39,665 1.2960	\$42,328 1.3830	\$44,685 1.4600
7 Index		\$38,747 1.2660	\$40,981 1.3390	\$43,797 1.4310	\$46,307 1.5130
8 Index		\$39,910 1.3040	\$42,297 1.3820	\$45,266 1.4790	\$47,929 1.5660
9 Index		\$41,073 1.3420	\$43,614 1.4250	\$46,735 1.5270	\$49,551 1.6190
10 Index		\$42,236 1.3800	\$44,930 1.4680	\$48,204 1.5750	\$51,173 1.6720
11 Index		\$43,399 1.4180	\$46,246 1.5110	\$49,674 1.6230	\$52,795 1.7250
12 Index		\$44,562 1.4560	\$47,562 1.5540	\$51,143 1.6710	\$54,417 1.7780
13 Index		\$45,725 1.4940	\$48,878 1.5970	\$52,612 1.7190	\$56,040 1.8310
14 Index		\$46,888 1.5320	\$50,194 1.6400	\$54,081 1.7670	\$57,662 1.8840
19 Index		\$48,051 1.5700	\$51,510 1.6830	\$55,550 1.8150	\$59,284 1.9370
23 Index		\$49,214 1.6080	\$52,826 1.7260	\$57,019 1.8630	\$60,906 1.9900
26 Index		\$50,377 1.6460	\$54,142 1.7690	\$58,488 1.9110	\$62,528 2.0430

APPENDIX L - SUPPLEMENTAL SALARY SCHEDULES

Base Salary Index	SUPPLEMENTAL SALARY SCHEDULE \$30,606 – EFFECTIVE JULY 1, 2011
\$5,509 0.18	<u>Category I</u> Athletic Director (Grades 7-12)
\$4,683 0.153	<u>Category II</u> Varsity Boys Basketball Coach Varsity Girls Basketball Coach Head Competing Marching Band Director
\$3,091 0.101	<u>Category III</u> Assistant Varsity Girls Basketball Coach Assistant Varsity Boys Basketball Coach Varsity Girls Volleyball Coach Varsity Baseball Coach Varsity Softball Coach High School Girls Track Coach High School Boys Track Coach Adult School Coordinator Varsity Girls Soccer Coach Varsity Boys Soccer Coach
\$2,142 0.07	<u>Category IV</u> Varsity Boys Golf Coach Varsity Girls Golf Coach High School Girls Cross Country Coach High School Boys Cross Country Coach Freshman Basketball Coach Jr. High Girls 7th Basketball Coach Jr. High Boys 7th Basketball Coach Jr. High Girls 8th Basketball Coach Jr. High Boys 8th Basketball Coach Competing Marching Band Director Head Teacher Building LPDC Member Computer Coordinator Junior Varsity Baseball Coach Junior Varsity Softball Coach Junior Varsity Girls Volleyball Coach Junior Varsity Girls Soccer Coach Junior Varsity Boys Soccer Coach

\$1,377
0.045

Category V

Jr. High Girls 7th Volleyball Coach
Jr. High Girls 8th Volleyball Coach
Jr. Class Advisor/Prom Coordinator
Assistant Competing Marching Band Director
Intramural/Activity Director
Varsity Cheerleader Sponsor

\$888
0.029

Category VI

Jr. High Girls Track Coach
Jr. High Boys Track Coach
Reserve Cheerleader Sponsor
Jr. High Girls Cross Country Coach
Jr. High Boys Cross Country Coach
Production Director
High School Yearbook Advisor
High School Newspaper Advisor
District LPDC Member
Senior Class Advisor

\$612
0.02

Category VII

National Honor Society Advisor
Beta Club Advisor
High School Academic Team Advisor
Color Guard Advisor
Jr. High Cheerleader Sponsor
Elementary Academic Team Advisor
Elementary Yearbook Advisor

\$367
0.012

Category VIII

Mock Trial
Safety Patrol
Student Council Advisor
Science Fair Director
7-8 Academic Team Advisor
Elementary D/I (Destination Imagination) Advisor
Elementary Music Program Director (eligible if not receiving extended days)
High School Envirothon Coach
Elementary Production Director
Chess Club
Power of the Pen

***All Supplemental positions are subject to a minimum number of participants and job description.**



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

June 24, 2011

State Employment Relations Board
65 E. State St., Suite 1200
Columbus, Ohio 43215-4213

Re: Case No. 11-MED-02-0222
Ohio Valley Education Association
-AND-
Adams County/Ohio Valley Local Schools

2011 JUN 27 P 2:31
STATE EMPLOYMENT
RELATIONS BOARD

Dear Sirs:

Please be advised that the Ohio Valley Education Association/ OEA / NEA, and the Adams County/Ohio Valley Local Schools have reached a settlement in the above-referenced case. Enclosed you will find the ratified and signed successor agreement, effective July 1, 2011 through June 30, 2013.

Enclosed are two (2) copies of the contract. Please return one copy time-stamped to our office in the enclosed postage-paid envelope.

Thank you for your assistance.

Sincerely,

Jeff Nolasco
Labor Relations Consultant

JN/jis

Enc: Ohio Valley Education Association Amendment to the Master Agreement
SASE

C: Rodney Wallace, Superintendent
Christopher Young, President OVEA

