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MASTER AGREEMENT

BETWEEN

**TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

TWIN VALLEY ASSOCIATION OF CLASSROOM TEACHERS, OEA/NEA

EFFECTIVE DATES:

September 1, 2022 through August 31, 2025

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PREAMBLE

The Twin Valley Community Board of Education, hereinafter referred to as the "Board," and the Twin Valley Association of Classroom Teachers, hereinafter referred to as the "Association," an affiliate of the Ohio Education Association, do hereby agree that the welfare of the children of the Twin Valley Community Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

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

- A. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
- B. The Superintendent and his staff and the Treasurer and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement.

ARTICLE 1

RECOGNITION

The Twin Valley Association of Classroom Teachers (OEA/NEA), hereinafter referred to as the Association, is hereby recognized as the sole and exclusive collective bargaining representative for the certified instructional staff, who, at the minimum, provide at least half-time service to the Board. The certificated instructional staff, as used herein, shall be limited to classroom teachers, special teachers (art, music, physical education, etc.), nurses, guidance counselors, and speech and language pathologists.

The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the recognized organization in the bargaining unit, as defined immediately above.

ARTICLE 2

BOARD RIGHTS

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

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the instructional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this agreement.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association shall be granted exclusive right to payroll deductions for its annual dues and those of its affiliates and their departments.
- B. The Association shall be granted the right to insert Association materials into the teachers' mailboxes and send Association materials through electronic means.
- C. The Association shall be granted the right to hold meetings on school property at reasonable times. The Association shall schedule, in advance, space and times with the building principal.

- D. Not later than two (2) weeks prior to the teacher orientation day, the Association President shall be provided the names and addresses of newly employed teachers following Board approval of their contracts.
- E. The Association may conduct conferences with teachers during the school day with permission of the building principal. The conduct of such business shall not interfere with the program of instruction.
- F. Three (3) days per delegate, not to exceed three (3) official delegates at any one time, shall be granted for the purpose of attending the official Representative Assemblies of the affiliates of the Twin Valley Association of Classroom Teachers. Any of the above nine (9) days not used by delegates to official Representative Assemblies may be used by the President of the Association or designee. Any additional days needed by the Association for official Association meeting(s) may be granted by the Superintendent.
- G. The Association President or designee shall be furnished a tentative agenda at least twenty-four (24) hours in advance of any regularly scheduled Board meeting. In the case of meetings involving important consideration (i.e., appropriations, budget adoption), the Board will supply copies of such attachments for Association study as soon as they can be made available. The formal agenda and all non-confidential materials shall be furnished to the President or designee at all Board meetings.
- H. There will be no reprisals of any kind taken against any teacher by reason of membership in the Association or participation in any of its legal activities as per O.R.C. §4117.11.
- I. In order for the Association to administer this Agreement properly for the benefit of the teachers and the welfare of the school system and to otherwise properly represent the members of the negotiating unit, the representatives of the Association will have access to all school buildings and to all teachers, provided that the exercise of this right does not interfere with the educational program.
- J. The Association will have the right to have placed in the Superintendent's packet to all new teachers, a letter prepared by the Association informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Twin Valley Community Local School District.
- K. Payroll deductions shall be made for contributions to the Fund for Children & Public Education. Upon the written request of the teacher, notification for deduction shall be submitted to the Treasurer by March 15 of any year for said deduction to be withheld from paychecks from April through July.

Notification for deduction shall be submitted to the Treasurer by September 5 of any year for said deduction to be withheld from paychecks from September through November. There shall be no charge for these deductions to be made and both the Association and the individual shall hold the Board, its agents and employees harmless for any action or liability that may arise as a result of any such payroll deduction.

- L. The Association will have the right to one-half hour on the opening day program for teachers for orientation and introduction to the Association.

ARTICLE 4

EMPLOYMENT, ASSIGNMENTS, AND TRANSFERS

- A. All initial staff assignments shall be made by the Superintendent in cooperation with the building principal and consultation with staff member. Assignments shall be made at the time of employment, but may be changed as situations and conditions dictate in compliance with the provisions contained in this article. Each teacher shall receive a job description for their primary teaching responsibility and for any supplementary positions they currently hold. The job descriptions shall be in accordance with Board policy.
- B. A vacancy shall be defined as an open position of employment for all or part of a school year for which the Superintendent has determined that there is a need to offer a regular teaching contract. The Administration shall prepare a list of all vacancies as soon as they become known. During the school year, vacancies will be posted in a designated area(s) by category: elementary, middle and high school. Vacancies will remain posted for five (5) working days before the position is filled. Teachers who are interested in the vacancy must submit a letter of intent to the building principal by the end of the posting period. During the summer months, all teachers will be notified of vacancies through the "one call" system. Teachers who are interested in such vacancies must notify the Central Office by telephone or email of their interest in the vacancy within five (5) business days of the "one call" being sent. Any teachers who apply for a vacancy will be interviewed.
- C. **Voluntary Transfers**
 - 1. Teachers desiring a transfer from one building to another or one position to another, will submit such request in writing, with the reasons therefor. The teacher shall indicate the school, position or specific assignment he/she will accept. A teacher may withdraw a request any time prior to official action by the Superintendent.
 - 2. Vacancies shall be filled on the basis of qualifications, experience and seniority in the school system as defined in Article 16, and the needs of

the district. Teachers within the system who apply for a transfer to a specific position shall be granted an interview for the position.

3. Teachers who have requested a transfer shall be informed at their last known address of any vacancies which occur after the school year ends. If the teacher does not respond within ten (10) calendar days after notice has been sent, the right to be considered for the position shall be forfeited.

D. Involuntary Transfers

1. A conference shall be held between the teacher and the principal prior to any involuntary transfer or re-assignment of position, explaining the reasons a transfer of the individual is being considered. The teacher shall be given a written statement of these reasons within ten (10) days of the receipt of the request.
2. For succeeding school years, teachers being transferred as a result of principal initiated request or administrative-initiated request shall be informed by the last student day, unless the need for said transfer occurs after the last student day. If extenuating circumstances necessitate a transfer at another time of the year, such transfer may be accomplished. Reasons for such transfer shall neither be arbitrary nor capricious.
3. Teachers subject to involuntary transfer shall be offered a choice of available assignments for which they must be qualified at the time of any transfer.
4. Teachers subject to involuntary re-assignment or transfer may ask for a hearing with the Board to discuss said transfer or re-assignment.

- E. Each teacher shall receive, prior to the last day of the school year, a written tentative subject/grade level assignment and the building(s) at which they are to provide such instruction.

ARTICLE 5

STAFF ORIENTATION

As a condition of employment all teachers new to the school district shall be required to attend an orientation program for one day prior to the opening of school. Said program shall be the responsibility of the Superintendent who will review with new teachers their written job descriptions and work cooperatively with other members of the staff and the Association to determine content of said orientation.

ARTICLE 6

TEACHER DAYS

- A. There shall be provided each year three (3) days in the school calendar, in addition to the 180 teacher work days, which shall be used for teacher professional or record activities. These shall be set each year in the adopted calendar as two (2) days before the student opening day and one (1) day after the last day for students. One of the days prior to the student opening day shall be for teachers to set up their classrooms, and the second day shall be used for district and/or building meetings and other professional activities. The teacher work day will be the same day as the open house.
- B. The normal teaching day shall be no longer than seven hours, thirty minutes in length (7 hours, 30 minutes) of which no less than thirty (30) minutes shall be for duty free lunch.
- C. No more than two (2) total building staff meetings per month shall occur unless of an emergency nature, as determined by the Superintendent. Advance notice will be given the week prior to pre-scheduled total staff meetings.

The two (2) regularly scheduled staff meetings cited in the preceding paragraph shall not extend more than one-half (1/2) hour beyond the normal teacher work day.

If the teacher's planning time is used for the above two (2) staff meetings, then only one (1) other planning time period may be used for building or committee meetings during the week in which a staff meeting is held.

Teachers shall not be required to give up more than one (1) planning time period per week for committee, in-service or building meetings except as cited above. Committee, in-service or building meetings beyond more than one half (1/2) hour after the normal teacher work day shall be voluntary.

- D. When the Superintendent decides to close the school on account of a calamity or emergency, staff shall not report to work, and the following procedures shall apply:
 - 1. The first five (5) calamity days of any school year shall not be made up and are without any loss of wages or fringe benefits.
 - 2. Calamity days six, seven and eight (6, 7, 8), individual teachers shall prepare blizzard bag/electronic Day ("eDay") lessons.

3. Teachers are not required to report to school on calamity days six (6) through eight (8), but shall be available via email or other form of communication for questions regarding the assignments. Days 6, 7 and 8 are considered work days.
4. Beginning with calamity day nine (9) and beyond, teachers shall not report to school but are required to make up the days without additional pay.

ARTICLE 7

REPORTING ABSENCES

- A. Teachers shall not be absent from their respective assignments without prior notification to the building principals or Frontline.
- B. Where possible, absences for illness should be reported the night before or by 6:30 a.m. the day of the absence.
- C. Absences other than those covered herein set forth shall cause full loss of pay for the period of absence. For each day absent the deduction shall be the per diem rate.

ARTICLE 8

SUBSTITUTE TEACHERS

- A. Substitute teachers shall be provided in all cases of teacher absenteeism.
- B. In an emergency situation, the assignment may be covered by qualified teachers within the building who are able to cover the assignment. In that event (Grades 7-12), the teacher given the emergency assignment shall be compensated at the rate of \$25.00 per class period with the class period considered to be forty-five (45) (plus or minus five [5] minutes) minutes in length. Pay shall be proportionate for shorter or longer period of assignment. Every effort will be made by the principal not to assign additional students into a teacher's classroom as a result of an emergency situation. Where it is unavoidable (Grades K-6), the substitute pay will be split among the teachers who take additional students. Intervention Specialists will be compensated at the Grades 7-12 rate, for covering for substitutes when their planning period is used; otherwise, they will not be asked to cover assignments. Intervention specialists will not be asked to substitute in a classroom in which they co-teach unless the District has made every effort to secure a substitute for the absence of a regular education teacher.

- C. Regular teachers shall provide lesson plans, seating charts, and other materials necessary for the operation of the class.
- D. Substitutes shall not be used to evaluate the teachers.
- E. Upon the beginning of each assignment, the building principal shall distribute a compensation form to a teacher for payment for emergency assignment due to lack of substitute teachers.

ARTICLE 9

SCHOOL CALENDAR

The President of the Association and the Superintendent shall meet to develop two (2) to three (3) proposed calendars that will be voted on by the staff for the ensuing school year. The most popular calendar shall be submitted to the Board for its consideration on or before the April meeting.

ARTICLE 10

CLASS SIZE

Classes at all levels and in all subject areas shall be maintained at the lowest level consistent with the financial resources and physical facilities of the school district and good educational practices. School principals shall distribute class loads as equitably as possible, consistent with sound educational objectives. Every effort will be made to assign no more than 24 students to a lab class, including a cooking class. Prior to the end of the school year, teachers shall receive a tentative number of students per class for the following year.

The Association President shall meet with the Superintendent to discuss any deviation from this policy, prior to any filing of a grievance.

ARTICLE 11

ADDITIONAL CLASSROOM ASSISTANCE

For those teachers who must do IEPs for special education and mainstreamed students or RIMPS for students receiving additional reading assistance, additional assistance shall be provided by the Board. Such assistance shall be in the form of a substitute teacher who will conduct the class while the teacher is testing an individual student or writing an IEP or RIMP. When IAT, MTSS, IEP and RIMP meetings are conducted during the student day, and when a teacher is testing an individual student, a substitute teacher will conduct the class in the absence of the teacher.

ARTICLE 12

SALARIES AND PAY PERIODS

- A. Teachers on regular contracts will be paid according to a salary schedule for that position as adopted by the Board. Newly hired teachers will be placed on the salary schedule in accordance with their actual, verified training and experience, limited by the Board recognizing no more than ten (10) years of experience.
1. Years of experience
 2. Years of active military service (maximum, ten)
 3. Extent of college training
- B. Additional training shall be presented to the Treasurer of the Board on or before September 15 for the first semester and on or before February 15 for the second semester and shall be applied to the pay period current at that time.
- C. Payroll Deductions - Deductions shall be made from each pay check for the following:
1. Federal Income Tax
 2. Ohio Income Tax
 3. City or Village Income Tax
 4. Ohio State Teachers Retirement System
 5. Mandatory Medicare Tax
 6. School District Income Tax
 7. Association Dues (TVACT, WOE, OEA, NEA). Dues shall be withheld from the paychecks received starting with the third paycheck in the school year and ending with the last pay in June. All money withheld shall be transmitted to the TVACT treasurer within fifteen (15) days of the payroll deduction. Any individual authorization for dues deduction submitted to the Treasurer under this Section shall continue in effect until revoked by the authorizing individual teacher.

Other **optional deductions** include:

1. Hospitalization
 2. Tax Sheltered Annuities
 3. Educators Mutual and/or National Teacher Associations
 4. United Way
 5. River Valley Federal Credit Union
 - a. Savings withholding may be designated no more than two (2) times during the period of July 1 - December 31 and two (2) times during the period of January 1 - June 30.
 - b. Loan withholding to be changed as loan obligations change.
 6. Flexible Savings Account – IRS, Section 125, Parts A, B and C
- D. The teacher and/or the Association agree to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken against the Board and/or its representatives in carrying out the provisions of “C” above.
- E. Teachers who are assigned by contract or accept by request duties in addition to their regular assignments will be issued a supplemental contract and will be paid according to supplemental schedules as adopted by the Board. No teacher shall be paid wages or salaries which have not been approved or adopted by the Board of Education. Supplemental contract payments shall be made as follows:
1. Activities for which compensation is Five Hundred Dollars (\$500.00) or less, the full payment shall be made at the conclusion of the activity.
 2. For seasonal activities, payment shall be made in two (2) equal installments. The first of which shall be made halfway through the activity and the remaining half upon completion of the activity.
 3. For full year activities, payment shall be made in four (4) equal installments, spaced equally through the year with final payment at the end of the work year.

4. The payment schedule provided herein shall be at the closest regular pay period for all teachers.
- F. Teachers shall be paid in twenty-four (24) payments on the 5th and 20th of each month. September 5 is the first pay date of each school year. Regular contract payments shall be as follows:
1. If a pay day falls on a holiday or vacation, paychecks will be issued to teachers on the business day immediately preceding the holiday or vacation.
 2. Teachers will receive their paychecks by electronic transfer to a bank of their choice.

ARTICLE 13

REGULAR CONTRACTS

- A. All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
1. Name of Teacher.
 2. Name of the school district and Board of Education employing said teacher.
 3. Type of contract, limited, extended limited, or continuing. If limited, the number of years contract is to be in effect.
 4. Annual compensation to be paid for the first year of the contract.
 5. Basis of determining compensation (i.e., Classroom teacher - B.A. Degree - 5 years experience).
 6. Number of pay days.
 7. The number of days of service. A school calendar shall be provided.
 8. Provision for signature and date of signature of the teaching being contracted.
 9. Provision that both board and teacher agree to abide by the terms of the Master Agreement.

B. Continuing Contract Eligibility

1. Teachers are eligible for continuing contract status as follows:

For teachers initially licensed prior to January 1, 2011, the licensure requirement is met if the teacher:

- a. Holds a professional, permanent or life certificate (issued under prior law) or professional, senior professional or lead professional educator license, and
- b. Has completed either of the following:
 - (1) If a masters' degree was held at the time of initially receiving certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license or the equivalent of six (6) combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours; or
 - (2) If no masters' degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and professional growth activities as approved by the LPDC equal to thirty (30) semester hours.

2. For teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher:

- a. Holds a professional, senior professional or lead professional educator license;
- b. Has held an educator's license for seven (7) years; and
- c. Has completed either of the following:
 - (1) If no masters' degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license; or

- (2) If a masters' degree was held at the time of initially receiving a certificate/license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license.
3. The service requirement for continuing contract status requires the teacher to:
 - a. Have completed three (3) years of teaching under the employment of the Twin Valley Community Local School District Board of Education out of the last five (5) years; or
 - b. Have taught in another school district with a continuing contract and have been employed by the Twin Valley Community Local Schools for two (2) years or have been recommended for continuing contract upon employment; or
 - c. Have previously taught in the Twin Valley Community Local Schools under a continuing contract and have been re-employed by the Twin Valley Community Local Schools for one (1) year; and
 - d. Have a valid professional certificate/license in the State of Ohio; and
 - e. Be evaluated under current State of Ohio evaluation procedures during the year of application; and
 - f. Have been recommended for continuing contract status by the Superintendent.
4. In order to be considered for continuing contract status, a teacher must complete and submit an application form between the first day of school and September 15th of a given school year. Complete documentation verifying eligibility for continuing contract must be on file in the Treasurer's office by the first day of April of that school year. If granted, the continuing contract status for such teacher will be effective for the following school year. If the Superintendent fails to recommend the granting of a continuing contract for the teacher in any year other than the expiring year of a multi-year limited contract at the time of eligibility, the Superintendent or designee shall meet with the teacher upon request and give a reason verbally for the failure to make such recommendation.
5. If eligible, a teacher may request consideration for continuing contract status in the middle of a limited contract.

6. This continuing contract language is reflecting of current law (Ohio Revised Code). If, during the term of this Agreement, the continuing contract law changes, the new law regarding continuing contracts shall be followed.

ARTICLE 14

SUPPLEMENTAL CONTRACTS

- A. All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Nothing in this Master Agreement and nothing in Addendum #3 to this Master Agreement shall create an expectancy of continued employment in a supplemental position beyond the term of the supplemental contract. Such supplemental contract shall include the following information:
 1. Name of said teacher.
 2. Name of school district and Board of Education for which responsibilities shall be performed.
 3. School year the contract is to be in force.
 4. Statement of additional responsibility(ies) and compensation to be provided for each.
 5. Dates within which compensation is being provided for said responsibility.
 6. Basis by which compensation will be paid.
 7. Total compensation-supplemental.
 8. Provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract followed by the signature of the Board President and Treasurer of the Board.
 9. Provision for signature and date of signing by the teacher.
- B. When filling supplemental positions, preference shall be given to qualified bargaining unit members, pursuant to requirements of the Ohio Revised Code.
- C. In any school year, the Superintendent is authorized to combine Boys and Girls Varsity and Assistant Track Coach Supplemental contracts into one position/contract, if there are not teachers willing to fill both positions. When that

occurs, the teacher will be issued one supplemental contract, and will be paid the salary (Varsity – Level C or Assistant – Level F) set forth on the Supplemental Salary Schedule, Addendum #4 to this Agreement, as though the said person was performing one of the two positions.

- D. For purposes of placement on the Supplemental Salary Schedule (Addendum #4):
1. A teacher's year(s) of experience in a lower paying supplemental will not be counted if the teacher accepts a supplemental contract in a higher paying position in the same sport; and
 2. A teacher's year(s) of experience in a higher paying position will be counted if the teacher accepts a supplemental in a lower paying supplemental position in the same sport.
 3. Credit for previous coaching in a sport may be given when determining initial placement on the supplemental salary schedule.

ARTICLE 15

NON-RENEWAL LIMITED CONTRACT

- A. A recommendation by the building principal to the Superintendent, or by the Superintendent to the Board for non-renewal of a teacher's regular limited contract shall take into account, among other reasons, the teacher's ability or lack thereof, the teacher's professional competency, availability of position, and changes in program.
- B. A full written record of a teacher's professional service shall be kept on file at the Board office. Included in said file shall be a copy of any written evaluation of the teacher's performance. Access to the said file is available to the teacher upon request. Teachers may attach statements of explanation to any item in their file.
- C. The building principal shall make recommendation to the Superintendent for nonrenewal of a teacher's contract. Prior to making such a recommendation, the building principal shall apprise the teacher involved of his intent to do so, and shall afford the teacher the opportunity for a private informal hearing for the purpose of discussing the reasons for the recommendation. The principal shall inform the teacher at the earliest possible date of any unsatisfactory performance so that opportunities may be available for improvement and for correcting deficiencies. The principal shall have no fewer than one evaluation conference per semester with any teacher who is on a limited contract and who is in the comprehensive evaluation cycle.
- D. If the Superintendent is disposed to recommend non-renewal of a teacher's

regular limited contract notwithstanding a contrary recommendation by the building principal, he shall apprise the teacher involved of his intent to do so at the earliest possible date after receipt of such recommendation to him by the building principal. Prior to a formal negative recommendation to the Board, the Superintendent shall contact the teacher involved for the opportunity of a private informal conference to discuss the subject and the reasons therefor.

- E. If the Board of Education is disposed not to renew a teacher's regular limited contract regardless of the Superintendent's recommendation, the teacher may request a private informal hearing with the Board.
- F. The teacher has the right to counsel at any informal meetings with the Superintendent or Board concerning non-renewal provided twenty-four (24) hours advance notice is given that counsel will be present.
- G. All non-renewals of limited contracts shall be in accordance with applicable provisions of the Ohio Revised Code.

ARTICLE 16

REDUCTIONS IN FORCE

- A. When, in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence by reason of suspension of school or territorial changes affecting the district, grade or curricular reorganization, or for financial reasons, such reduction will be made by suspension of contracts. In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. During the term of this Agreement, such decisions will be based on teacher performance measures (professional performance scores) obtained through the teacher evaluation process. Teachers within each teaching field affected, whose most recent evaluation reflects an Ineffective rating, shall be laid off first, followed by teachers with a Developing rating, followed by teachers with either Accomplished or Skilled ratings. The Board shall give preference within each category to teachers with greater seniority.
- B. **Displacement Rights.** Any teacher displaced from his/her current teaching assignment under Paragraph A of this section, may displace the most junior teacher in another teaching field in which he/she is certificated/licensed. In order for a teacher's area(s) of certification/licensure to be considered, that teacher's certificate(s)/license(s) showing such area(s) must be in the teacher's official personnel file. Certificated/licensure areas must be on record in the teacher's personnel file

by March 1 of any school year.

- C. It is understood that voluntary transfer requests may be considered, and involuntary transfers effected, in order to assign teachers whose contracts have not been suspended so as to meet the staffing needs of the district.
- D. **Seniority.** When used in this section, seniority is defined as years of continuous employment within the school district. Continuous employment shall include all time on sick leave, all time on Board approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension for reduction in teaching staff reasons, if the teacher is reinstated. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the teacher was on such unpaid leave will not be counted in total years of service in determining seniority rights hereunder. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal or termination of contract. Teachers who have had their contracts suspended due to a reduction in staff shall have recall rights as provided in this section.

Where seniority among two or more affected teachers is equal under this definition, preference shall be given in priority as follows:

- 1. Total number of years of service in the District, where a break in service has occurred.
 - 2. Total number of years of teaching service in the District in the area of certification/licensure in which the need exists.
 - 3. Date of employment as determined by Board minutes.
 - 4. Additional ties in seniority shall be broken by lot.
- E. **Recall Rights.** Teachers whose contracts have been suspended because of a reduction in force shall have rights to recall as follows:
 - 1. Recall right shall be limited to twenty-four (24) months.
 - 2. Teachers whose contracts were suspended shall be recalled to a vacancy in the inverse order of suspension as positions become available in their area of certification/licensure at the time of recall. Teachers must notify the district of any changes in their area of certification/licensure.
 - 3. A teacher notified of recall to a position may turn down the first offered position, allowing the superintendent to offer said position to the next person on the recall list who is qualified to fill said position.

The person making the turn down would retain his/her position on the recall lists. If a teacher refuses recall to another position, said teacher's name shall be removed from the recall list.

4. Teachers on recall status shall have the responsibility for keeping the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of such mailing shall remove the teacher from recall status.
 5. Teachers whose teaching performance on her/his summative evaluation resulted in a rating of "Ineffective" will not be subject to recall.
- F. **Notice of Contract Suspension.** No teacher covered hereunder shall have his/her contract suspended unless the affected teacher(s) has been given at least a fourteen (14) day notice of the Superintendent's intention to recommend such suspension to the Board. Notice of any impending reduction in force shall be given to the Association President thirty (30) days prior to the Board taking action under this Article.

ARTICLE 17

RESIGNATIONS

A. **Certificated Personnel**

1. A teacher may terminate his/her contract with the Board of Education by written resignation at the close of any school year and not later than July 10th, or at any other time by mutual consent of the teacher and the Board of Education
 - a. Resignations effective at the close of the current school year may be submitted at any time.
 - b. Resignations effective prior to the following school year should be submitted before July 10.
 - c. Resignations submitted after July 10 and with an effective date prior to the end of the following school year shall be submitted to the Board of Education for approval. The Board has the right to refuse such a resignation until a suitable replacement has been found.
2. A teacher whose contract has been renewed is presumed to have

accepted that contract unless the Board of Education has been notified before June 1.

3. All resignations shall be in writing and directed to the Board of Education through the Superintendent.

B. **Fringe Benefits.** All fringe benefits to teachers shall continue through the full contract year, provided the teacher has completed the number of days of service for the year. This provision shall not apply to teachers who retire and receive health insurance benefits from the State Teachers Retirement System.

ARTICLE 18

PROGRESSIVE DISCIPLINE

A. The administration may take progressive disciplinary action against any teacher for violations of, or failure to comply with, any provisions of this contract or any reasonable rules and regulations adopted by the Board of Education. Such disciplinary action for each separate issue shall be imposed as follows:

Step I

Verbal warning to the teacher and a conference with the principal

Step II

Copies of the written warning from the principal or supervisor shall be given to the teacher and Superintendent. Written warning shall be initialed and dated by the teacher. The teacher's signature will not indicate agreement with the content of the warning, but indicates only that the warning has been inspected by the teacher. If a warning is placed in the personnel file it is to be stamped with the date it was placed into the file and initialed by the administrator placing the information in the file.

Step III

Conference with the Principal, Superintendent and teacher and the teacher's representative(s).

Step IV

Referral to the Superintendent of Schools.

B. The member of the bargaining unit shall be notified of his/her right to be represented at each step.

- C. Disciplinary action is subject to the grievance procedure as set forth in this contract. No teacher shall be reprimanded, disciplined, demoted, suspended, or adversely evaluated without just cause.

ARTICLE 19

REEMPLOYMENT AND TERMINATION

- A. All teachers shall be considered for reemployment only upon the recommendation of the Superintendent. All deadlines as provided by Ohio law shall prevail.
- B. The Board of Education may terminate a teacher's contract for gross inefficiency or immorality; for willful and persistent violation of reasonable regulations and/or policies of the Board of Education or for other good or just causes. All proceedings for the termination of a teacher's contract by the Board of Education shall be in compliance with §3319.16 of the Ohio Revised Code.
- C. A teacher who wishes to appeal an order of termination of contract shall have the right to do so under the provisions of §3319.161 of the Ohio Revised Code.

ARTICLE 20

STAFF EVALUATION

The purpose of staff evaluation is to improve the effectiveness of the staff. The Board encourages good evaluation procedures pointed toward staff improvement. The Board has adopted a policy on Evaluation of Professional Staff Teachers based on a growth model and a policy on Evaluation of School Counselors, which the parties accept. The Board will not change the Policy without first bargaining with the Association.

- A. One (1) copy of any written evaluation shall always be given to the teacher or school counselor for review and signature. The teacher or school counselor may add comments to the evaluation which shall be attached. Additions to the evaluation shall be signed by the building principal to indicate knowledge of the addition. Signatures of the teacher/school counselor and the building principal on the evaluation shall not be construed as total agreement, but rather that the evaluation has been seen and discussed by the parties. All evaluations shall be completed by May 1st and teachers/school counselors shall receive the final written evaluation by May 10th of each school year.
- B. Building principals shall explain the evaluation procedure to the teachers at the beginning of the school year.

- C. Evaluation Committee. The parties will establish an Evaluation Committee with four teacher members and four administrators. Teacher members of the Evaluation Committee will receive the base hourly rate (1/7 of the base daily rate for an entry level teacher with a BS degree) for meetings outside the school day. Any changes in the evaluation instrument shall be done through the Evaluation Committee.
- D. Unless a bargaining unit member is recommended for non-renewal, a bargaining unit member may file a grievance concerning an alleged violation or misapplication of the evaluation procedures. If a bargaining unit member is recommended for non-renewal, all appeals concerning the evaluation procedures shall be appealed to Court pursuant to Ohio Rev. Code §3319.11.

ARTICLE 21

PERSONNEL FILES

- A. A personnel file of each member of the instructional staff shall be maintained in the office of the board of education. This shall be the only official file of recorded information of members of the instructional staff maintained by the Board and administration.
- B. Individual members of the instructional staff shall have access to their personnel file upon request. Requests of instructional staff members to have access to their personnel files shall be handled by the Superintendent or the Treasurer of the Board. The teacher shall have the right to have a copy made of any information in the file at his/her expense. Personal per copy charges shall be uniform for all employees at ten cents (10¢) per copy.
- C. Use of personnel files of the instructional staff shall be limited to the Superintendent, Treasurer, Board Members, and building principal(s).
- D. A copy of material being placed in the personnel file of an employee shall be given to the employee prior to its placement in the file. All materials placed in the personnel file of instructional staff members shall include the following:
 - 1. A dated stamp of the date the item was placed in the file.
 - 2. Initials of the member of the instructional staff in whose file the entry is being made and the initials of the administrator placing information in the file.
- E. Statements or comments on any entry by either the member of the instructional staff or administrators stated above may be attached to

documents entered into the personnel files of members of the instructional staff. No anonymous material shall be made a matter of record.

- F. Information in the personnel file may be removed upon mutual agreement of the member of the instructional staff and the administrator making the entry.

ARTICLE 22

PROFESSIONAL DAYS OR SCHOOL BUSINESS

All school personnel are encouraged to improve not only themselves but the district as a whole through attendance at workshops, seminars, conferences on education and other schools when exemplary programs are in evidence.

- A. The attending to school business away from the building is permitted with prior permission of the building principal. Where a substitute is involved, permission shall be secured from the Superintendent.
- B. Reasonable expenses may be granted providing prior Board of Education approval is given and funds are available. Substitutes shall be provided, if approved.
- C. Requests shall be completed in Kiosk.
- D. Attendance at professional meetings shall be followed by a brief written summary to the building principal and the Superintendent.
- E. Any denial of a request shall be in writing stating the reason on the prescribed form.

ARTICLE 23

LEAVE OF ABSENCE

- A. A teacher under contract may be granted by the Board of Education a leave of absence of not more than two (2) years as per Ohio Revised Code §3319.13.
 - 1. The initial grant of leave shall be for not more than one (1) year.
 - 2. An extension of not more than one (1) year may be granted.
 - 3. Request for initial leave of absence shall be made in writing to the Superintendent at least thirty (30) days prior to the first day of expected leave. An extension, if requested, shall be requested in writing to the Superintendent at least thirty (30) calendar days prior

to the termination of the initial leave.

4. Leaves of absence shall not be granted beyond the life of the current contract.
 5. Teachers on leave of absence and not intending to return are requested to submit their intentions in writing prior to March 15 of the school year prior to their return.
 6. Teachers returning from leave of absence for reason of illness, maternity, or disability shall present verification by the teacher's physician of ability to return to work.
 7. All Board contributions toward fringe benefits shall cease during the period of the granted leave.
 8. A teacher returning from leave shall be placed in the same position from which leave was granted or in another position for which the teacher is fully qualified.
 9. If, at the end of the maximum period of leave, the teacher does not return to work or has not qualified for disability under the STRS, the contract will be terminated.
- B. A teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay. Such leave shall be governed by the provisions of A. 1 through A. 9 above.
- C. The Board of Education may grant a leave of absence without the request of the teacher in accordance with the Ohio Revised Code §§3319.13 and 3319.16.

ARTICLE 24

ASSAULT LEAVE

- A. The Board shall provide assault leave for teachers who are absent due to any physical disability caused by an assault which occurs during the course of Board employment. Such leave will not cause any loss in pay, or be charged against sick leave accumulated by the teacher.
- B. Medical verification shall be provided for assault leave which extends beyond five (5) days. Assault leave shall not extend beyond thirty (30) days unless additional days are approved by the Board. If leave is to extend beyond thirty (30) days, the Board may require medical examination by a physician of the Board's choice. In such event, the Board shall pay the full cost of the examination.

- C. Teachers who use assault leave shall complete the assault leave form as soon as possible. All cases of assault are to be investigated as thoroughly as possible. The Association agrees to encourage teachers to cooperate fully with administration and law enforcement officers in the apprehension and prosecution of persons charged with assault.

ARTICLE 25

SABBATICAL LEAVE

A member of the certificated personnel staff, upon written request to the Board of Education, may be granted a leave of absence in compliance with the Ohio Revised Code §3319.131.

The following provisions shall govern Sabbatical Leave:

- A. A member of the full-time certificated staff shall have completed five (5) consecutive years of educational experience within the Twin Valley Community Local School District, at the time of written request.
- B. An applicant requesting Sabbatical Leave shall submit a plan outlining his or her intended program for professional improvement.
- C. The applicant shall submit a legal instrument indicating his or her intent of returning to the Twin Valley Community Local School District. The instrument shall also contain equitable liabilities (monetary) equivalent to stipends paid to the person while on Sabbatical Leave. On or before April 1, a letter of intent to return or not return must be received by the Superintendent of the school. If the legal instrument is violated and/or not adhered to, the stipend shall be refused and refunded to the Board of Education on or within fifteen (15) days from date of breach.
- D. The part salary shall be stipended as determined by Ohio statutes, §3319.131 of the Ohio Revised Code.
- E. No more than two percent (2%) of the certificated staff shall be granted Sabbatical Leave concurrently.
- F. Additional Sabbatical Leave may be made available upon completion of five (5) additional years of educational experience in the Twin Valley Community Local School District, in accordance with Ohio Revised Code, §3319.131, provided the applicant adheres to the above stipulations.
- G. Members of the certificated staff returning from Sabbatical Leave shall return to the assignment held prior to the Sabbatical.

- H. A year of Sabbatical Leave shall count as a year of credit for placement on the Salary schedule.
- I. If a Sabbatical Leave is denied, signed, written reasons will be given for the denial within four (4) administrative working days of notice of denial.

ARTICLE 26

SICK LEAVE

It shall be the policy of the Twin Valley Community Board of Education to grant sick leave to its teachers in accordance with the requirements of the Ohio Revised Code §3319.141. The following rules and regulations shall apply.

A. Eligibility.

- 1. All teachers shall be entitled to sick leave.
- 2. Exceptions --

No substitute teacher shall be entitled to sick leave except as per Ohio Revised Code Section 3319.10.

B. Sick Leave Days Calculation

- 1. Each teacher shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month (fifteen [15] days maximum per year).
- 2. Unused sick leave shall be cumulative up to a total of 221 days. An employee can accumulate up to 226 days for the sole purpose of contributing five (5) days to the sick leave bank.
- 3. Teachers new to the district may transfer accumulated leave from their last Ohio public agency in an amount not to exceed the total allowed by the Twin Valley Community Local School District. Transfer requests must be made on forms provided by the Treasurer.
- 4. Teachers new to the district and who have not had the opportunity to accumulate or transfer sick leave or those who have exhausted their sick leave shall have available five (5) days of sick leave in advance. Additional days will be cumulative beginning with the fifth month of employment. Should a teacher sever employment before completing four (4) months, the amount of the advancement not earned shall be deducted from the teacher's final pay.

C. Use of Sick Leave

1. **Personal Illness.** A teacher may be absent without loss of pay not to exceed the total number of accumulated days for personal illness.
2. **Illness in the immediate family***
 - a. A teacher may be absent without loss of pay for an illness of a member of the immediate family where the nature of the illness is such or the circumstances dictate that the teacher is clearly needed by the ailing member of the family.
 - b. Sick leave shall be used in the event any member of the teacher's household has a contagious disease which could be communicated to others.
3. **Pregnancy**
 - a. Sick leave must be taken for inability to work due to pregnancy, and inability to work subsequent to the birth of a child.
4. **Deaths**
 - a. Teachers may use sick leave for deaths in the immediate family* as defined in this article plus death occurring to a brother-in-law or sister-in-law, grandparent or grandchild. It is recommended that the number of days used be kept to a minimum (Ohio Revised Code §3319.141).

***Immediate Family** - Parent, brother, sister, spouse, child, parent-in-law, step-child, or member of the household. The Superintendent may approve sick leave usage for illness or death of relatives not included in the definition of immediate family, and in hardship cases. The exercise of discretion by the Superintendent with respect to one situation will not constitute precedent for the Superintendent's exercise of discretion in any other case.

- b. A maximum of one (1) day shall be allowed for an employee to act as a pall-bearer.

D. Miscellaneous

1. Sick Leave Application. Application for sick leave shall be made in the kiosk by the employee upon return to work.
2. In the event of continued and prolonged absence for reasons listed above, the Board will require verification from a physician that the

teacher is physically able to return to work and perform the task expected.

3. In the event of continued and prolonged absence for reasons listed above, the Board may request an examination of the teacher by a physician of its own choosing. Such an examination shall be at Board expense.
4. Partial days may be requested in quarter-day intervals.
5. Abuse of sick leave shall be considered as just cause for non-renewal or termination of contract.
6. Sick leave shall not be granted once a leave of absence has been authorized.
7. **Sick Leave Bank** - A Sick Leave Bank may be established to be used by bargaining unit members. Each bargaining unit member who wishes to do so may contribute up to a maximum of five (5) sick leave days per year. Unused days remaining in the sick leave bank at the end of the year will be carried over into the next year.
 - a. A teacher who has a catastrophic illness or critical injury, or where a catastrophic illness or critical injury occurs in the teacher's immediate family (parent, brother, sister, spouse, child, parent-in-law, stepchild, or member of the household who stands in the same relationship as the aforementioned) and who has exhausted all accumulated paid leave may be granted additional paid leave through the sick leave bank. The "catastrophic illness or critical injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight.
 - b. The Sick Leave Bank Committee will consist of a TVACT representative from each building, an administrator, and a Board Member or his/her designee.
 - c. A teacher requesting paid leave from the Sick Leave Bank shall make an application in writing to the Sick Leave Bank Committee, which will meet and make a determination on the application. The application must include the following:
 - (i) The nature of the catastrophic illness or critical injury;
 - (ii) Physician(s)' written diagnosis and prognosis of the catastrophic illness or critical injury;

- (iii) Projected date of return to duty;
 - (iv) Any other pertinent information the applicant can submit to the Committee for its consideration.
 - d. A maximum of thirty (30) days of paid leave may be granted to the applicant. The teacher must re-apply for any paid leave beyond thirty (30) days. In no event will any teacher be granted a total of more than sixty days of such paid leave.
 - e. All information and reports relating to applications will remain confidential.
 - f. Decisions made by the Sick Leave Bank Committee are not subject to the Grievance Procedure.
- E. **Fitness For Duty Examination** - In the event the Board feels an employee is not fit for duty, the Board may require an employee to take a fitness for duty examination by a physician of the Board's choosing at the Board's expense. If the employee disagrees with the Board physician's determination, the employee may obtain a second opinion by a physician of the employee's choosing at the employee's expense. If the two physicians disagree, the physicians will select a third physician who will examine the employee at the Board's expense. The determination of the third physician shall be final.

ARTICLE 27

PERSONAL LEAVE

At the beginning of each school year, every teacher shall be credited with three (3) days of unrestricted personal leave. Such leave shall be subjected to the following provisions:

- A. Personal leave may be used for any purpose at the discretion of the teacher.
- B. A personal leave day cannot be taken one school day immediately preceding or following extended vacations (Thanksgiving, Christmas, President's Day and Spring Break). Personal leave may be granted before or after these vacations if prior approval is granted by the building principal. Personal leave may be used preceding or following three (3) days weekends.
- C. Personal leave may be taken in one-half (1/2) day increments.

- D. A personal leave day shall not be approved for the first student day of school, the last student day of school, or a teacher meeting day, except that the building principal may approve such leave for extenuating circumstances.
- E. Personal leave shall be non-cumulative. Unused personal leave will be converted to sick leave at the end of the school year.
- F. Personal leave must be submitted through the kiosk to the principal at least three (3) school days in advance. Exception to this three (3) day limitation may be made at the discretion of the Principal.
- G. If personal leave is not approved, the teacher will be notified prior to the day of requested leave.
- H. No more than two (2) teachers in Grades K-6 and two (2) teachers in Grades 7-12 may be granted personal leave in the elementary, middle or high school on the same day. In case of conflict, requests will be honored on a first come, first-serve basis. Exception of this two (2) member limitation may be made at the discretion of the Principal.

I. **Attendance Incentive Plan**

- 1. Each certificated employee, eligible to be a member of the bargaining unit, will be granted an "Attendance Bonus Account" each contractual year. A sum of \$100 will be available in the account at the beginning of each trimester of the contractual year. The first trimester will begin at the start of the school year and end on November 15, the second trimester will begin on November 16 and end on March 15, and the third trimester will begin on March 16 and end on the last duty day of the school year.
- 2. Employee absences during a trimester will be charged to the Attendance Bonus Account in the following manner, until the balance is depleted.
 - (i) The sum of \$100 will be deducted for each day of personal leave used. Personal leave may be taken in 1/2 day increments.
 - (ii) The sum of \$75 will be deducted for each sick leave day used for illness in the immediate family, doctor's appointments, and dental appointments. Such sick leave may be taken in 1/4 day increments.
 - (iii) The sum of \$60 will be deducted for each day of personal sick leave used. Such sick leave may be taken in 1/4 day increments.

- (iv) Each day of leave without pay will count as a personal leave day for attendance incentive plan purposes.
- 3. At the end of each trimester, a calculation of leave deductions will be made. The Attendance Bonus earned by any employee in the first trimester is payable the first paycheck in December. The Attendance bonus earned by an employee in the second trimester is payable the first paycheck in April. The Attendance Bonus earned by any employee in the third trimester is payable the second paycheck in June.
- 4. Each employee who uses no sick leave or personal leave or leave without pay for the entire school year will be granted an additional attendance bonus of \$100, payable the second paycheck in June, or, at the option of the employee, the employee may use one of his/her personal days in the subsequent school year for “other necessary personal business which cannot be conducted except during working hours” without stating reasons. An employee who anticipates having perfect attendance during the school year must notify the Treasurer by March 15 whether the employee elects the \$100 additional “Attendance Bonus” or the less restrictive day of personal leave. Failure to elect will result in the Treasurer paying the employee the \$100 additional “Attendance Bonus” the second paycheck in June.

ARTICLE 28

FAMILY AND MEDICAL LEAVE

- A. Family and medical leaves of absence without pay are available to teachers who are temporarily unable to work due to:
 - 1. Birth of a son or daughter where the teacher is needed to care for the newborn [”newborn leave”];
 - 2. Placement of a son or daughter with the teacher for adoption or foster care [”placement leave”];
 - 3. The need to care for a spouse, son, daughter or parent of the teacher with a serious health condition [”family care leave”];
 - 4. Serious health conditions of the teacher that make the teacher unable to perform essential functions of his/her job (with or without reasonable accommodation for the disability, if such is required) [”teacher disability leave”].
- B. No more than twelve weeks of leave will be granted under this Article in any

twelve month period. Newborn or placement leaves are not available beyond twelve months from the date of birth or placement.

C. **Eligibility for Leave.** Any teacher employed by the Board for at least one year, who works at least 25 hours per week, with at least 1,250 hours worked during the year prior to the onset of the leave of absence, is eligible for Family and Medical Leave pursuant to this Article.

D. **Notice, Requests for Leave and Certification.**

1. Where the necessity for a leave is foreseeable, the teacher must give notice by requesting leave, in writing, at least 30 days prior to the onset of the leave. If the birth, placement or medical treatment requires leave to begin in less than 30 days, the teacher must give such notice as is practicable.

2. Where family care leave or teacher disability leave is foreseeable, based on planned medical treatment, the teacher shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the education process, subject to approval of the health care provider as to scheduling.

3. Family care leave and teacher disability leave must be supported by a health care provider certification indicating the date the serious health condition commenced, its probable duration, appropriate medical facts regarding the condition, and, for family care leave, a statement that the teacher is needed to care for the family member and estimate time needed for such care, or for teacher disability leave, a statement that the teacher is unable to perform the essential functions of his/her position. Requests for intermittent or reduced schedule family care or teacher disability leave must be further supported by medical certification as to the necessity and expected duration of the leave, and for planned medical treatments, the dates and duration of each treatment.

4. The Board reserves the right to require a second opinion of a health care provider of its own choosing, and at its own expense, concerning the above described certifications. In the event the second opinion with the opinion of the teacher's or family member's treating, the Board may either accept the treating physician's opinion or require a third opinion by a physician mutually selected by the Board and the teacher, with the third opinion controlling. The Board will pay for the third opinion if required. The Board may require periodic updates as to the status of the medical condition.

E. **Benefits During Leave.** Teachers covered by hospitalization insurance under this Agreement at the onset of a leave may continue to participate in

the insurance during the leave on the same terms and conditions that would have applied had no leave been taken. Premium co-pays, are due on the first day of the month. No other employment benefits accrue during a leave under this Article. Sick leave benefits do not accrue. Vacation benefits will be accrued pro-rata for the portion of the year worked. No sick leave, holiday, jury or witness duty benefits will be paid if such occur during a leave under this Article.

ARTICLE 29

JURY AND WITNESS DUTY

- A. Teachers selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid their regular salary and shall remit any court payment to the Treasurer within three (3) days of receipt.
- B. Teachers subpoenaed as a witness in court for employment related suits shall be paid their regular salary, and shall remit any witness fee, if applicable, to the Treasurer within three (3) days of receipt.
- C. Teachers subpoenaed as a witness in court for or as a party to non employment-related suits and who have exhausted their personal leave may, at the discretion of the Superintendent, be paid their regular salary, so long as they remit any witness fee to the Treasurer within three (3) days of receipt.
- D. Teachers receiving a summons or subpoena as set forth in Paragraphs B or C above must present same to their principal within forty-eight (48) hours of receipt to be eligible for payment.

ARTICLE 30

VACATIONS FOR FULL TIME CERTIFICATED EMPLOYEES

- A. Teaching employees on twelve-month contracts shall be given twenty (20) days of vacation each year. Such days are not to be taken when school is in session.
- B. Unused vacation shall not be carried over except by written permission of the Superintendent.

ARTICLE 31

SEVERANCE

- A. The Board of Education shall pay any employee who elects to retire from the Twin Valley Community Local School District for thirty-five per cent (35%) the value of accrued but unused sick leave credit up to a maximum of 77.35 days of severance pay, provided the employee retires when eligible for retirement under STRS rules with unreduced benefit as follows:

For Retirement Between:	Minimum Age and Years of Service:
8/1/22 to 7/1/23	Any age and 34 years; or age 65 and 5 years
On or after 8/1/23	Any age and 35 years; or age 65 and 5 years

If retirement occurs at a different time, the Board of Education shall pay the employee for twenty-five per cent (25%) the value of accrued but unused sick leave credit up to a maximum of 55.25 days of severance pay.

- B. Such payment shall be made only once to any such employee and shall be considered to eliminate all sick leave credit accrued by the employee at that time.
- C. Teachers who retire from the Twin Valley Community Local School District and have accumulated sick leave shall receive written notification from the Treasurer as to the following:
1. Total number of accumulated days of sick leave.
 2. Number of sick days to be used for computation of severance pay.
 3. Per diem base rate of pay.
 4. Amount of severance pay.
- D. In order to be eligible for severance under this Article, the employee must have been employed in the District for at least ten (10) years.
- E. In the event of the death of an employee covered hereunder who is otherwise eligible for severance pay, such employee shall be deemed to have made application for severance pay, and/or to have terminated employment, on the date immediately preceding the date of death. Payment of the severance pay shall be made to the employee's estate. Payment shall be released to the qualified appointed Executor or Administrator of the employee's estate.

ARTICLE 32

SERVICE RETIREMENTS

- A. A “Qualifying Teacher” is a Teacher who has attained or will attain, for the first time, at least thirty (30) years of service credit to apply toward pension calculation under the State Teachers’ Retirement System, or a Teacher who is 65 years of age and otherwise eligible to retire under rules of the State Teachers’ Retirement System.
- B. In addition to and separate from severance pay, a Qualifying Teacher who retires will be granted a retirement incentive of \$10,000.
- C. To receive this incentive, a Qualified Teacher:
 - 1. Who has met the service credit requirement for the first time by June 30, 2023, must declare intention to retire by giving written notice to the Superintendent on or before March 15, 2023 and must retire no earlier than the end of the 2022-23 school year, and no later than the commencement of the 2023-24 school year.
 - 2. Who has met the service credit requirement for the first time by June 30, 2024, must declare intention to retire by giving written notice to the Superintendent on or before March 15, 2024 and must retire no earlier than the end of the 2023-24 school year, and no later than the commencement of the 2024-25 school year.
 - 3. Who has met the service credit requirement for the first time by June 30, 2025, must declare intention to retire by giving written notice to the Superintendent on or before March 15, 2025 and must retire no earlier than the end of the 2024-25 school year, and no later than the commencement of the 2025-26 school year.
- D. A Qualified Teacher who misses the March 15, 2023, March 15, 2024, or March 15, 2025 deadline, as the case may be, forfeits his/her right to the incentive.
- E. The Board will pay the incentive to Qualified Teacher in one lump sum payment within sixty (60) calendar days after the teacher is officially retired.
- F. Each Qualified Teacher applying for the retirement incentive shall demonstrate by appropriate documentary evidence that application is being made within the prescribed time frame described in paragraph C above. Such evidence may include a certificate or letter to that effect by the retirement system under which the Qualified Teacher retires. It shall be the Qualified

Teacher's responsibility to be aware of the qualifying criteria for this incentive program and related notification and retirement deadlines. Lack of knowledge or innocent errors shall not extend such deadlines.

ARTICLE 33

GRIEVANCE PROCEDURE

- A. **Grievance Policy.** The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby a member of the bargaining unit can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any member of the bargaining unit initiating or participating in the grievance procedure.
- B. **Grievance Defined.** A grievance is an alleged violation, misinterpretation, or misapplication of a provision of this Agreement filed by the Association, a teacher or group of teachers.
1. No grievance may be filed concerning a matter which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court of record.
 2. Any recommendation by the Superintendent or action by the Board to terminate, renew or non-renew the contract of any teachers shall not be deemed a grievance and may not be processed as such.
- C. **Purpose and Objectives.** The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.
- D. **Rights of the Grievant and the Association**
1. A grievant has the right to have an Association representative participate in grievance meetings and any disciplinary hearings.
 2. The Association President shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing, setting forth the decisions and the reasons therefore, and will be transmitted promptly to all parties in interest.

3. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or any member of the Board or employee of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
4. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers or is substantially similar to other violations.
5. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision, hereinafter "appropriate administrator."
6. All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for: Initial presentation of grievant's case, presentation of administration's case, cross-examination and/or questioning, and final summaries, with either party having the right at his own option to waive any or all of the foregoing.

E. Time Limits

1. Days shall refer to working days and the number of days indicated at each step is considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
2. If a formal grievance (Level II) is not filed within ten (10) days after notifying the appropriate administrator in Level I, the grievance shall be considered waived except in the case of any continuing grievance.
3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that step.
4. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
5. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term, the grievance shall continue on time limits based on calendar days until resolution of such grievance. The parties may mutually agree to extend any or all steps to a certain

time. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring recess, further attempts at resolution shall be postponed until the return to school following the recess, unless the parties in interest otherwise agree.

- a. The parties shall so agree where irreparable injury would result from a postponement.
6. The temporary absence of a principal, immediate supervisor or the Superintendent shall toll the running of the days during the absence of such principal, immediate supervisor or Superintendent, but in no case for more than five (5) additional days.
7. Hearings 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, entitled to be present to attend.

F. Grievance Procedure

Level I. (Informal)

If a teacher believes there is a basis for a grievance, he/she shall first discuss the matter with the appropriate administrator in an effort to resolve the problem informally. Such alleged grievance must be initiated within fifteen (15) days from time the grievant had knowledge or should have had knowledge of the incident being grieved. In no event, however, may a grievance be filed beyond thirty (30) days of the said incident. The grievant may elect to be accompanied by an Association representative.

Level II. (Formal)

If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with the appropriate administrator within the time limit prescribed in Time Limits, Section E., the grievance shall be submitted in writing to the appropriate administrator on accepted form and available in the office of the principal in any school in the Twin Valley Local School District. The grievant may confer with the administrator regarding the grievance. The grievant may elect to be accompanied by an Association representative. The administrator shall make a written decision within seven (7) days after the grievance is submitted.

Level III. (Formal)

If the grievant is not satisfied with the results of Level II, the grievance may be presented within ten (10) days thereafter to the Superintendent. A hearing shall be held within seven (7) days. The grievant may elect to be accompanied

by an Association representative. The Superintendent shall make a written decision within seven (7) days after the hearing.

Level IV. (Board of Education)

- a. If a satisfactory disposition of the grievance is not made as a result of the procedure provided in Step III, the employee or his/her representative shall have the right to appeal in writing to the Board of Education with a copy of said appeal to the immediate supervisor and the Superintendent. The notice of appeal shall be filed no later than five (5) work days prior to the next regular meeting of the Board of Education.
- b. The Board shall review the grievance, hold a hearing with the employee and his/her representative (if requested by the employee or the Superintendent/immediate supervisor), and to render a written decision no later than ten (10) calendar days after the hearing.

Level V. (Arbitration)

- a. If the Association is not satisfied with the disposition of the grievance at Level IV, the Association may submit notice to invoke Level V to the Board within fifteen (15) days after the receipt of the Level IV answers.
- b. The American Arbitration Association will be requested to provide the parties with a panel of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first panel submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only."
- c. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement, nor to make any award which is inconsistent with the terms of this agreement or contrary to law. The decision of the arbitrator shall be binding on the grievant(s), the Association and the Board.
- d. The cost of the arbitrator's services shall be shared equally by the Association and the Board. All expenses incurred by representatives of the parties shall be the responsibility of the party incurring the expense.

ARTICLE 34

HOSPITALIZATION/DENTAL

- A. Employees of the Board shall be eligible to participate in a Board-approved health care plan. Two options will be offered, a preferred provider organization (PPO) plan, and a core plan that will include a Health Reimbursement Account (HRA). For employees who elect the core plan, the Board will pay \$500 annually into the Health Reimbursement Account for an employee with single coverage, to a cap of \$2,000, and \$1,000 annually for an employee with family coverage, to a cap of \$4,000.

The Board shall pay 80% of the premium of the core plan for individual coverage per month, and 80% of the premium for the core plan for family coverage per month. If both husband and wife are employed in the school district, they shall be covered under one family policy only, and the Board shall pay 80% of the cost of the core plan for such family coverage. If employees choose to be covered by the PPO plan instead of the core plan, they will buy up to the PPO plan by paying the 20% premium of the core plan plus the entire difference in premium between the core and PPO plans.

- B. Dental Insurance

The Board shall pay 80% of the cost of the single or family premiums of dental insurance for enrolling employees agreeing to the employee's share paid via the Board's payroll deduction plan.

- C. The Board has the right to change the carrier for any of the insurance programs contained herein. The Board will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels, the parties will confer with the carrier in an effort to maintain benefit levels. If unsuccessful, the Board will not be required to self insure any benefits which a carrier reduces or eliminates.

If the Board is considering changing carriers, the Association President shall be notified fifteen (15) days in advance of Board action. Notice shall include a copy of the current contract as well as any proposed contracts. The Association will, upon request, have its designated representatives meet within ten (10) days of receipt of the contracts cited above to discuss the contract changes.

- D. Benefits are subject to the terms and conditions in the master policy, inclusive of the coordination and subrogation provisions.
- E. A new employee must sign card of application for coverage at time of employment or within thirty (30) days thereof. Employees already on the payroll, not already enrolled in the insurance program, may enroll at the anniversary date of the policies or within fifteen (15) days thereof. Any

change of status (marriage, birth, death, etc.) must be made immediately upon occurrence of change.

- F. Employees shall be afforded the option of subscribing to an approved Qualified Health Maintenance Organization Plan upon written request. The benefits hereunder shall be in lieu of the within coverages provided in this section, and shall be subject to the limitation on the Board's contribution towards the cost of the traditional medical insurance coverage set forth herein. The option set forth herein shall be in accordance with the enrollment and other requirements of the Health Maintenance Organization.
- G. An employee or dependent whose health coverage terminates due to a qualifying event as specified in the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, P.L. 99-272 may elect to continue health benefit coverage under the provisions of COBRA. The Act in its entirety may be found in the Treasurer's office.
- H. Within 30 days of the implementation of the Agreement there shall be formed a Health Care Cost Study Committee consisting of two members appointed by the Board and two members appointed by the Association. The purpose of the Committee will be to seek means to decrease the cost of health insurance, for education, and for such other health related matters as may come before the Committee. The Committee shall select a presiding officer and shall meet quarterly and at such other times as agreed upon, at such time and place as the Committee itself shall determine.

ARTICLE 35

LIFE INSURANCE/STATE TEACHERS RETIREMENT SYSTEM

- A. **Life Insurance.** Each teacher covered hereunder shall receive \$30,000.00 group term life insurance at no cost to the teacher.
- B. **State Teachers Retirement System.** The Board will pay one percent (1%) of the employee's required contribution to the State Teachers Retirement System of Ohio in addition to the Board's required contribution under Ohio law.

ARTICLE 36

TRAVEL ALLOWANCE

The Board of Education shall allow reimbursement for travel at the highest applicable rate allowable by the I.R.S. for mileage in pursuit of their particular assignment and with prior approval by the Board. In order to receive reimbursement, the teacher must submit a report to the Treasurer of the Board of Education. Travel allowance shall also be paid to

supplemental contract teachers who are required to transport students in their personal vehicle as a part of their duties. Prior approval to receive such reimbursement must be obtained from the respective supervisor prior to making such trip.

ARTICLE 37

ACADEMIC FREEDOM FOR TEACHERS

The Board of Education and the Association recognizes that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss issues and divergent points of view. Academic freedom obligates the teacher to present issues in an objective manner and to present the divergent viewpoints which are inherent in issues.

ARTICLE 38

EDUCATIONAL PROGRAM COMPLAINTS

- A. In the event that a citizen has a complaint about educational materials, the citizen shall be requested to confer with the teacher. If not satisfied with the conference with the teacher, the citizen shall be asked to confer with the principal.
- B. If the complaint is not resolved, the citizen shall be asked to reduce the complaint to writing on the form attached to this contract as Addendum 10, and the said complaint shall be reviewed by a committee appointed by the principal. This committee shall consist of the principal, the teacher involved in the complaint, and a third teacher selected jointly by the principal and the teacher. The committee shall send its written recommendations to the citizen and to the Superintendent.
- C. If the complaint is still not resolved, the citizen may discuss the complaint with the Superintendent, and, if not satisfied with the decision of the Superintendent, may present the complaint to the Board of Education in executive session.

ARTICLE 39

COMPLAINTS AGAINST TEACHERS

- A. Communications between the community and the school ideally should be such that most complaints may be resolved through conferences at the school level. Complaints against a teacher must be in writing and will be submitted to the appropriate building principal, who will transmit the complaint to the

teacher. Action regarding the complaint shall proceed through the following steps:

1. At the request of the complainant or teacher, a meeting of the teacher, principal and complainant will be arranged at a mutually convenient time to discuss the complaint. The building principal will offer every possible assistance in maintaining a positive, calm atmosphere for resolving complaints from the community against a teacher(s).
2. If the complaint is not resolved at that level, it may be appealed to the Superintendent of Schools or his representative. Complaints against teachers which go beyond the building level shall be reduced to writing.
3. If it is still unresolved, it may be appealed to the Board of Education. If the Board grants an appeal, such hearing shall be in executive session. A teacher may request and be accompanied by counsel and/or a representative of his/her choosing at any level of the written complaint procedure.

ARTICLE 40

SAVINGS CLAUSE

- A. In the event a provision of this Agreement is found contrary to federal or state law, or valid rule or regulation adopted pursuant thereto, as determined by a court of competent jurisdiction, then such provision shall be null and void. The applicable state or federal law or valid rule or regulation adopted by a state or federal agency pursuant thereof shall prevail as to that provision. All other provisions of this Agreement which are not found in conflict with any applicable federal, state or local law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.
- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislation, or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet within sixty (60) days to negotiate the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 41

NO STRIKE/NO LOCKOUT

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

ARTICLE 42

REIMBURSEMENTS

- A. **Tuition Reimbursement.** The Board and the Association believe that a comprehensive professional development program for teachers is essential. Therefore, the parties support the principle of continuing training of teachers in their area of specialization. As a result, the Board will set aside the sum of \$20,000.00 each year of this Agreement for the purpose of reimbursing teachers for graduate or undergraduate courses directly relating to the teacher's profession.

Bargaining unit members who enroll in a course related to his/her teaching assignment at an accredited college or university shall receive fifty percent (50%) reimbursement of the teacher's cost, provided the following conditions are met:

1. Prior approval for the course is granted by the principal and superintendent.
2. An official grade sheet or transcript is presented showing that a grade of C or better is received (a P in a pass/fail course) in the course.
3. In order to be entitled to reimbursement, the teacher must furnish the Treasurer with proof of payment, which includes course title and/or course number.
4. Tuition reimbursement checks will be issued once a year in September.
5. In order to be entitled to reimbursement, the teacher must be employed by the Board at the time the reimbursement is paid.

6. Any teacher required to take courses to meet the requirements of the Third Grade Reading Guarantee endorsement shall be reimbursed one hundred percent (100%) for said courses once endorsement is earned and, so long as the Third Grade Reading Guarantee is still a state requirement. The Board shall also pay for the cost of one administration of the Third Grade Reading Guarantee Test for teachers who need the certification and opt to take the test. The payment will be made directly to the company administering the test, and the test administration costs will be deducted from the \$20,000 annual pool of funds.

If there are not sufficient funds available to reimburse teachers as set forth in Paragraph B, then the \$20,000.00 will be prorated across all teachers who submit applications for reimbursement, in direct proportion to the amount of each request. If the applications for reimbursement in any year total less than \$20,000.00, the remaining funds will be carried over to the next year and added to that year's allocation.

- B. **BCII Check.** The Board will pay the cost of a teacher's BCII check once each five (5) years.

ARTICLE 43

TEACHER ETHICS

The Board of Education and the Association believe that there are certain commonly held values such as honesty, truthfulness, respect for property, the racial, cultural, and ethnic diversity of others, and democratic ideals which shall be supported by all employees and official representatives of the District, including members of the Board. Staff members shall promote these values, and in turn, endorse and reinforce student actions and student behavior which exemplifies each.

ARTICLE 44

INDEPENDENT INSTRUCTION

- A. **Hourly Rate.** For purposes of reimbursement for independent instruction approved by the Board of Education, the hourly rate will be 1/7 of the base daily rate for an entry level teacher with a BS degree.
- B. By the end of each calendar month, independent instructors will submit their hours worked during that month to the Superintendent on a form to be supplied by the Superintendent.

- C. Acceptance of an assignment to act as an independent instructor is voluntary on the part of the teacher.

ARTICLE 45

JOINT ASSOCIATION/ADMINISTRATION COMMITTEE

- A. In order to provide a forum for addressing concerns and improving the daily working relationship between the Association and the Administration, the Association President and three (3) Association-appointed teachers shall meet from time to time with the Superintendent or his designee and the building principals. Such meeting shall be scheduled at least once each nine weeks of the school year. Meetings will be scheduled at the request of either party and shall not exceed one (1) each thirty (30) days, unless otherwise agreed to by the parties.
- B. It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The meeting will be chaired by each party on alternating months or by the party requesting any additional meeting. Each party shall submit to the other, at least five (5) days prior to the meeting, an agenda of items which such party desires to discuss in the meeting.
- C. Each member shall serve at the pleasure of the appointing party, and may be replaced from time to time. The Committee shall establish its own rules of procedures and shall meet from time to time to discuss and investigate issues of mutual concern. Either party may have present at any meeting those additional people who may better facilitate the presentation of an issue, and/or provide relevant information about an issue on the agenda. Prior notification will be given to the other party of the names of such additional people and the issues which they will address.
- D. Meetings of the Joint Association/Administration Committee will be held outside of the student day so as not to interfere with instruction.
- E. The topics which may be brought to the Joint Association/Administration Committee for discussion and brainstorming for solutions may include, but are not necessarily limited to, the following:
 - (1) Information and opinion sharing on subjects of mutual interest;
 - (2) Individual instances of class size which may place a positive learning environment at risk;
 - (3) Implementation of the School District's Continuous Improvement

Plan.

Before a topic which relates to a specific grade level or which is within the authority of a Principal can be brought to the Joint Association/Administration Committee, it must first be submitted to the Principal for resolution.

- F. Any agreements reached by the Joint Association/Administration Committee cannot conflict with the provisions of the Master Agreement.

ARTICLE 46

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Twin Valley LPDC (TVLPDC) shall review and approve individual professional development plan (IPDP) proposals by teachers and administrators based on the format and program established by the TVLPDC, in accordance with ORC 3319.22 and Ohio Department of Education Regulation 3301-24-08. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the TVLPDC. The plan shall be based on the needs of the educator, the students, the school, and the district. The TVLPDC shall have no authority to make any decision contrary to any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of public school districts. The TVLPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.
1. TVLPDC Membership. The TVLPDC shall be comprised of five (5) members. Three (3) members shall be teachers and two (2) members will be from the administrative team. There will be one teacher member from the high school, one from the middle school, and one from the elementary school. Initial appointments shall be made prior to September 1, 1999. When the committee is considering the plan of an administrator, treasurer or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the TVLPDC, he/she will be replaced for the purposes of considering his/her plan only, by an administrator to be named by the Superintendent.
 2. Appointment, Terms, Stipend. The Association will appoint three (3) teacher members to the TVLPDC. The administrative team members will be appointed by the Superintendent. The Chair of the LPDC will receive a stipend in the amount of \$500 annually, and the base hourly

rate for meetings outside the school day. Teacher members of the LPDC will receive a stipend in the amount of \$300 annually, and the base hourly rate for meetings outside the school day. Release time to attend meetings during the school day may be used as needed, with the approval of the Superintendent.

3. Operating Procedures. Members of the TVLPDC shall elect a Chairperson from the teacher members at the first meeting of the TVLPDC. Additionally, the TVLPDC will determine its operating procedures and meeting schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible, a vote of a simple majority of the full membership of the TVLPDC will be required. A quorum shall consist of a minimum of two (2) teachers and one (1) administrator. The Board shall be responsible for clerical and record keeping service for the TVLPDC.
4. Appeals. An educator may request a written explanation of the decision of the TVLPDC and may appeal the decision. The approval or disapproval of an IPDP plan is not subject to the grievance procedure in the Negotiated Agreement.
5. Removal of a Member. A member who is not fulfilling his/her duties on the TVLPDC may be removed for just cause by a four-fifths majority vote of all members of the TVLPDC.

B. Additional Responsibilities of the LPDC:

1. The LPDC will conduct a needs assessment among teachers to determine what the needs and interests are in terms of staff development.
2. The LPDC will act as a resource for teachers on the availability of staff development programs on topics which have been identified in the needs assessment.
3. The LPDC will research available resources for providing staff development programs to teachers at a reasonable cost, including such resources as the Ohio Education Association, Ohio Bureau of Workers' Compensation personnel, local business professionals, Preble County Educational Service Center, and the Miami Valley Special Education Regional Resource Center.
4. The LPDC will survey the teaching staff to determine their expertise in providing staff development programs to the rest of the staff. This survey will be periodically updated as the teaching staff attends staff development programs, to ensure that information relevant to others

is disseminated.

5. The LPDC will research the availability of grant funds to provide stipends for teachers attending workshops when school is not in session, and will apply for such grants.
6. At the end of each school year, the LPDC will evaluate the effectiveness of the District's staff development plan for the current year as well as surveying bargaining unit members regarding their professional development needs, and report its findings to the District Leadership Team.

ARTICLE 47

OHIO RESIDENT EDUCATOR PROGRAM

A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Twin Valley Community Local School District. This program shall not replace the negotiated employee evaluation system.

B. Definitions

1. Resident Educator Program

The four-year program is designed to provide newly-licensed Ohio educators quality mentoring and guidance. Successful completion of the residence program is required to advance to a five-year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a Resident Educator License, any alternative Resident Educator License of any type, or a one-year out-of-state educator license.

C. Mentors

1. Qualifications

- a. The Mentor must be approved by his/her building administrator and must have a professional teaching license. Every effort will be made to assign a member who has certification/ licensure in the same area as the Resident Educator.
- b. The Mentor must be trained through the Ohio Department of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the Ohio Department of Education.

2. Training

Mentors shall be provided with and shall be reimbursed for all expenses of the state-required mentor training in accordance with District professional development reimbursements.

3. Responsibilities

- a. The Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.
- b. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.
- c. The Mentor will use the Resident Educator Program formative assessment tools, resources and protocols to support the Resident Educator.
- d. The Mentor does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

4. Release Time

Each Mentor shall be granted release time to attend mentor committee meetings, necessary training and to perform the required committee work as determined by the Superintendent's designee.

D. Compensation

1. Release time shall be provided to the Mentor and/or Resident Educator as mutually agreed upon with the building principal.
2. The maximum number of Year 1 or Year 2 Resident Educators a Mentor may be assigned to is three (3) per year. Year 3-4 cohort may vary in size.
3. Mentors shall receive an annual stipend of \$400 for each Year 1 or Year 2 Resident Educator assigned. Year 3-4 cohort mentor will receive an annual stipend of \$800.
4. The stipend is to be paid in June of that school year.
5. The District will pay all training fees required for Mentors to receive the mandatory ODE State Mentoring Training.
6. Inactive Mentors shall not receive compensation.

E. Resident Educator

1. Each Resident Educator shall be given an initial orientation on the following matters:
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;
 - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d. The layout of the facilities of the assigned school building;
 - e. The nature of the Resident Educator Program which will be provided; and
 - f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
2. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in half (1/2) day increments and shall be coordinated by the Superintendent's designee.

3. The Resident Educator shall complete an IPDP to utilize the LPDC process in year four.

F. Protections

1. Mentors shall not participate in the evaluation of their assigned Resident Educator.
2. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
3. All members of the Team, Mentors and Resident Educators shall keep confidential all discussion, actions, materials, and other information to the extent permitted by law.
4. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
5. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.

ARTICLE 48

ACADEMIC DISTRESS COMMISSION

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

ARTICLE 49

LEADERSHIP TEAMS

- A. District Leadership Team (DLT) primary functions:
1. Setting performance targets aligned with District goals;
 2. Monitoring performance against the targets;

3. Building a foundation for data-driven decision making on a system-wide basis;
4. Designing system planning and focused improvement strategies, structures and processes;
5. Facilitating the development and use of collaborative structures;
6. Brokering or facilitating high quality professional development consistent with district goals; and
7. Allocating system resources toward instructional improvement.

B. Building Leadership Team (BLT) primary functions:

1. Foster shared efficacy;
2. Build a school culture that supports effective data-driven decision making;
3. Establish priorities for instruction and achievement aligned with district goals;
4. Provide opportunities for teachers to learn from each other and greater opportunity for teacher leadership;
5. Monitor and provide effective feedback on student progress;
6. Support the development, implementation and monitoring of focused building improvement plans;
7. Make recommendations for the management of resources, including time and personnel.

C. District Leadership Team (DLT) and BLT configuration. The Association in collaboration with the administration will select the teacher members of the DLT and BLT.

D. DLT Membership shall consist of the following:

1. 4 Members + Building Administrator (K-6)
2. 4 Members + Building Administrator (7-12)
3. Technology Coordinator
4. Director of Pupil Services

- E. BLT Membership shall consist of the following
 - 1. 4 Core Area Teachers, 1 Special Area Teacher, 1 Intervention Specialist, Building Administrator (K-6)
 - 2. 4 Core Area Teachers, 1 Special Area Teacher, 1 Intervention Specialist, Building Administrator (7-12)
- F. Teacher Members will be paid a stipend amount of \$300.00 annually and the base hourly rate for meetings outside the school day.

ARTICLE 50

REHIRE OF RETIRED TEACHERS

In the event the Board hires or rehires a teacher who has retired and is receiving benefits from a public retirement system, the following provisions will apply:

- A. Re-Employment. The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. Rehire of retired teachers is not automatic. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.
- B. Break in Service and Seniority. Retirement of a teacher from the District will be considered a break in service, and a teacher who is later rehired will be considered a newly hired teacher. Such a teacher will not acquire seniority, and will not have recall rights in the event the teacher is subject to a reduction in force.
- C. Placement on Salary Schedule. A retired teacher who is hired or rehired will be given credit for ten (10) years of service for purposes of placement on the salary schedule. This provision expressly supersedes Ohio Rev. Code §3317.13 and other applicable laws.
- D. Sick Leave. A teacher who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article 25 of this Agreement. The Board may advance a re-employed teacher up to five (5) days of sick leave. Such a teacher is not eligible to convert sick leave to severance pay pursuant to Article 30 of this Agreement upon subsequent retirement. In addition, such a teacher is not eligible for the retirement incentive pursuant to Article 31 of this Agreement. This provision expressly supersedes Ohio Rev. Code §124.39 and all other applicable laws.

- E. Insurance Benefits. A teacher who retires and is subsequently reemployed by the Board will be eligible for any of the insurance plans offered by the Board.
- F. Contract.
1. A retired teacher who is hired or rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the teacher, or without the necessity of Board action. Such teacher shall not be deemed reemployed when notice of nonrenewal is not given. Any further employment of the teacher will be pursuant to Paragraph 2 of this Section. This provision expressly supersedes Ohio Rev. Code §3319.11 and all other applicable laws.
 2. A retiree will not be eligible for continuing contract. This provision expressly supersedes Ohio Rev. Code §3319.08 and all other applicable laws.

ARTICLE 51

MULTITIERED SYSTEM OF SUPPORTS TEAMS

There will be three Multitiered System of Supports Teams (MTSS) – one at the elementary school, one at the middle school, and one at the high school. There will be a maximum of four teachers, the guidance counselor, and an intervention specialist on each team. Except for the guidance counselor, teachers will be encouraged to serve two year terms, and can serve multiple terms. MTSS team members will be trained to perform their duties on the team. MTSS members will receive release time for meetings during the school day, or will receive the base hourly rate (1/7 of the base daily rate for an entry level teacher with a BS degree) for meetings outside the school day. Any subcommittees formed under the MTSS umbrella, such as PBIS, shall also be compensated at the same pay rate as MTSS for meetings approved by the principal outside the school day.

ARTICLE 52

COLLEGE CREDIT PLUS STIPEND

The Board will pay a stipend of \$500 to a teacher who teaches a College Credit Plus course which is either a semester or yearlong in duration. The stipend will be paid for each College Credit Plus course taught. Payment will be made the last paycheck of the calendar year for courses that are a semester in length, and taught the first semester of the school year, and payment will be made in the last paycheck in May for courses that are either yearlong or a semester in length and taught during the second semester of the school year.

ARTICLE 53

DURATION OF AGREEMENT

A. This Agreement, subject to adoption by the Board, shall be effective as of September 1, 2022, and shall remain in effect through August 31, 2025, and for yearly periods from year to year thereafter unless either party shall give the other written notice of its intention to terminate this Agreement between one hundred twenty (120) and ninety (90) days prior to the expiration date in the year in which this Agreement expires. Following such notice, the parties shall meet at mutually agreed upon times for the purpose of negotiating a new Agreement.

B. Alternate Dispute Settlement Procedure

Pursuant to Ohio Revised Code §§4117.14(C) and (E), the parties mutually agree upon the following dispute settlement procedure as an alternative to and in lieu of the dispute resolution procedures provided for in §4117.14 of the Ohio Revised Code.

1. In the event that either party declares negotiations to be at an impasse, the parties mutually agree to call upon and meet with a representative of the Federal Mediation and Conciliation Services for the purpose of mediation. Any cost for the use of such mediation service shall be shared equally by the parties.
2. Upon the expiration of the contract, after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, and after the parties have engaged in mediation as set forth in paragraph (1) above, the Association will have the right to strike upon the filing of the statutorily required ten (10) day notice and the Board shall have the right to declare "ultimate impasse" and implement its last offer.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of May, 2022.

TWIN VALLEY COMMUNITY LOCAL
SCHOOL DISTRICT BOARD OF
EDUCATION

By Mike Randolph
Mike Randolph
Board President

TWIN VALLEY ASSOCIATION OF
CLASSROOM TEACHERS, OEA/NEA

By Catherine Ackerman
Catherine Ackerman, President

By J. Delong
Jason Delong, Board Member

By Jim Pemberton
Jim Pemberton, Board Member

By Scott Cottingim
Scott Cottingim, Superintendent

By Tearalee Riddlebarger
Tearalee Riddlebarger, Treasurer

By Donna Christman
Donna Christman
OEA Labor Relations Consultant

By _____

By _____

ADDENDUM #1 - TEACHERS SALARY SCHEDULE - 2022-2023 (4% increase from 2021-2022 base salary of \$36,006)

On December 15, 2022, each bargaining unit member will receive a stipend equal to 1% of their current salary based on the schedule.

Step	B.S. DEG	+150 SEM HRS	M.S. DEG	M.S. + 15 HRS.	M.S. + 30 HRS.
0	37,446	38,944	41,191	43,063	44,935
	1.0000	1.0400	1.1000	1.1500	1.2000
1	38,944	40,629	43,063	44,935	46,808
	1.0400	1.0850	1.1500	1.2000	1.2500
2	40,442	42,314	44,935	46,808	48,680
	1.0800	1.1300	1.2000	1.2500	1.3000
3	41,940	43,999	46,808	48,680	50,552
	1.1200	1.1750	1.2500	1.3000	1.3500
4	43,437	45,684	48,680	50,552	52,424
	1.1600	1.2200	1.3000	1.3500	1.4000
5	44,935	47,369	50,552	52,424	54,297
	1.2000	1.2650	1.3500	1.4000	1.4500
6	46,433	49,054	52,424	54,297	56,169
	1.2400	1.3100	1.4000	1.4500	1.5000
7	47,931	50,739	54,297	56,169	58,041
	1.2800	1.3550	1.4500	1.5000	1.5500
8	49,429	52,424	56,169	58,041	59,914
	1.3200	1.4000	1.5000	1.5500	1.6000
9	50,927	54,109	58,041	59,914	61,786
	1.3600	1.4450	1.5500	1.6000	1.6500
10	52,424	55,795	59,914	61,786	63,658
	1.4000	1.4900	1.6000	1.6500	1.7000
11	53,922	57,480	61,786	63,658	65,531
	1.4400	1.5350	1.6500	1.7000	1.7500
12	55,420	59,165	63,658	65,531	67,403
	1.4800	1.5800	1.7000	1.7500	1.8000
13	56,169	60,007	65,531	67,403	69,275
	1.5000	1.6025	1.7500	1.8000	1.8500
15	56,918	60,850	67,403	69,275	71,147
	1.5200	1.6250	1.8000	1.8500	1.9000
20	58,416	62,535	69,275	71,147	74,892
	1.5600	1.6700	1.8500	1.9000	2.0000
25	59,914	64,220	71,147	73,020	78,637
	1.6000	1.7150	1.9000	1.9500	2.1000

*Bargaining unit members who acquire MS+45, \$1000 additional will be given each year in addition to current salary based on the schedule.

ADDENDUM #2 - TEACHERS SALARY SCHEDULE - 2023-2024 (3% increase from 2022-2023 base salary of \$37,446)

On December 15, 2023, each bargaining unit member will receive a stipend equal to 1% of their current salary based on the schedule.

Step	B.S. DEG	+150 SEM HRS	M.S. DEG	M.S. + 15 HRS.	M.S. + 30 HRS.
0	38,569	40,112	42,426	44,354	46,283
	1.0000	1.0400	1.1000	1.1500	1.2000
1	40,112	41,847	44,354	46,283	48,211
	1.0400	1.0850	1.1500	1.2000	1.2500
2	41,655	43,583	46,283	48,211	50,140
	1.0800	1.1300	1.2000	1.2500	1.3000
3	43,197	45,319	48,211	50,140	52,068
	1.1200	1.1750	1.2500	1.3000	1.3500
4	44,740	47,054	50,140	52,068	53,997
	1.1600	1.2200	1.3000	1.3500	1.4000
5	46,283	48,790	52,068	53,997	55,925
	1.2000	1.2650	1.3500	1.4000	1.4500
6	47,826	50,525	53,997	55,925	57,854
	1.2400	1.3100	1.4000	1.4500	1.5000
7	49,368	52,261	55,925	57,854	59,782
	1.2800	1.3550	1.4500	1.5000	1.5500
8	50,911	53,997	57,854	59,782	61,710
	1.3200	1.4000	1.5000	1.5500	1.6000
9	52,454	55,732	59,782	61,710	63,639
	1.3600	1.4450	1.5500	1.6000	1.6500
10	53,997	57,468	61,710	63,639	65,567
	1.4000	1.4900	1.6000	1.6500	1.7000
11	55,539	59,203	63,639	65,567	67,496
	1.4400	1.5350	1.6500	1.7000	1.7500
12	57,082	60,939	65,567	67,496	69,424
	1.4800	1.5800	1.7000	1.7500	1.8000
13	57,854	61,807	67,496	69,424	71,353
	1.5000	1.6025	1.7500	1.8000	1.8500
15	58,625	62,675	69,424	71,353	73,281
	1.5200	1.6250	1.8000	1.8500	1.9000
20	60,168	64,410	71,353	73,281	77,138
	1.5600	1.6700	1.8500	1.9000	2.0000
25	61,710	66,146	73,281	75,210	80,995
	1.6000	1.7150	1.9000	1.9500	2.1000

*Bargaining unit members who acquire MS+45, \$1000 additional will be given each year in addition to current salary based on the schedule.

ADDENDUM #3 - TEACHERS SALARY SCHEDULE - 2024-2025 (3% increase from 2023-2024 base salary of \$38,569)

On December 13, 2024, each bargaining unit member will receive a stipend equal to 1% of their current salary based on the schedule.

Step	B.S. DEG	+150 SEM HRS	M.S. DEG	M.S. + 15 HRS.	M.S. + 30 HRS.
0	39,726	41,315	43,699	45,685	47,671
	1.0000	1.0400	1.1000	1.1500	1.2000
1	41,315	43,103	45,685	47,671	49,658
	1.0400	1.0850	1.1500	1.2000	1.2500
2	42,904	44,890	47,671	49,658	51,644
	1.0800	1.1300	1.2000	1.2500	1.3000
3	44,493	46,678	49,658	51,644	53,630
	1.1200	1.1750	1.2500	1.3000	1.3500
4	46,082	48,466	51,644	53,630	55,616
	1.1600	1.2200	1.3000	1.3500	1.4000
5	47,671	50,253	53,630	55,616	57,603
	1.2000	1.2650	1.3500	1.4000	1.4500
6	49,260	52,041	55,616	57,603	59,589
	1.2400	1.3100	1.4000	1.4500	1.5000
7	50,849	53,829	57,603	59,589	61,575
	1.2800	1.3550	1.4500	1.5000	1.5500
8	52,438	55,616	59,589	61,575	63,562
	1.3200	1.4000	1.5000	1.5500	1.6000
9	54,027	57,404	61,575	63,562	65,548
	1.3600	1.4450	1.5500	1.6000	1.6500
10	55,616	59,192	63,562	65,548	67,534
	1.4000	1.4900	1.6000	1.6500	1.7000
11	57,205	60,979	65,548	67,534	69,521
	1.4400	1.5350	1.6500	1.7000	1.7500
12	58,794	62,767	67,534	69,521	71,507
	1.4800	1.5800	1.7000	1.7500	1.8000
13	59,589	63,661	69,521	71,507	73,493
	1.5000	1.6025	1.7500	1.8000	1.8500
15	60,384	64,555	71,507	73,493	75,479
	1.5200	1.6250	1.8000	1.8500	1.9000
20	61,973	66,342	73,493	75,479	79,452
	1.5600	1.6700	1.8500	1.9000	2.0000
25	63,562	68,130	75,479	77,466	83,425
	1.6000	1.7150	1.9000	1.9500	2.1000

*Bargaining unit members who acquire MS+45, \$1000 additional will be given each year in addition to current salary based on the schedule.

ADDENDUM #4

SUPPLEMENTAL SALARY SCHEDULE

Salary to be based on current base salary multiplied by index number listed.

BOYS

BOYS Baseball – Varsity	0.100	C
BOYS Baseball - Asst. Varsity	0.065	F
BOYS Baseball – Reserve	0.065	F
BOYS Basketball – Varsity	0.150	B
BOYS Basketball - Asst. Varsity	0.090	D
BOYS Basketball – Reserve	0.090	D
BOYS Basketball – Freshman	0.065	F
BOYS Basketball – MS (2)	0.055	H
Football – Varsity	0.150	B
Football – Reserve (4)	0.090	D
Football – Middle School (3)	0.055	H
BOYS Soccer – Varsity	0.100	C
BOYS Soccer – Reserve	0.065	F
BOYS Track – Varsity	0.100	C
BOYS Track – Assistant (Reserve)	0.065	F
BOYS Track – Middle School	0.055	H
Wrestling – High School-Varsity	0.100	C
Wrestling – Reserve	0.065	F
Wrestling – Middle School	0.055	H

* 4 (Four) Student Minimum

ACADEMIC/Whole Grade Overnight
Field TRIP \$40/Night

ACTIVITIES/ADVISORS/CLUBS

Archery	0.015	N
Cheer-VAR (Fall 0.040/Winter 0.060)	0.100	C
Cheerleaders Reserve	0.060	G
Cheerleaders Freshman	0.030	K
Cheerleading-MS (.25/.30)Fall/Winter	0.055	H
Chior Accompanist	\$650	
Chorus – High School	0.020	M
Class Advisor-Freshmen	0.020	M
Class Advisor-Sophomores	0.020	M
Class Advisor-Junior (2)	0.070	E
Class Advisor-Seniors (2)	0.030	K
Class Advisor-8th Grade	0.050	I
Flag Corps – High School	0.055	H
Foriegn Language	0.015	N
Game Club	0.010	O
Hope Squad	0.030	K
Invention Convention	0.015	N
Music - Elementary (K-6)	0.015	N
Music - Band (5-12)	0.200	A
Muse Machine	0.050	I
National Honor Society	0.030	K

GIRLS

GIRLS Basketball – Varsity	0.150	B
GIRLS Basketball - Asst. Varsity	0.090	D
GIRLS Basketball – Reserve	0.090	D
GIRLS Basketball – MS (2)	0.055	H
GIRLS Soccer – Varsity	0.100	C
GIRLS Soccer – Reserve	0.065	F
GIRLS Softball – Varsity	0.100	C
GIRLS Softball - Asst. Varsity	0.065	F
GIRLS Softball – Reserve	0.065	F
GIRLS Track – Varsity	0.100	C
GIRLS Track – Assistant	0.065	F
GIRLS Track – Middle School	0.055	H
Volleyball – Varsity	0.100	C
Volleyball – Reserve	0.065	F
Volleyball – Middle School (2)??	0.055	H

CO-ED

Athletic Director	0.200	A
Assistant Athletic Director	0.100	C
CO-ED Cross County – HS	0.065	F
CO-ED Cross Country - MS	0.050	I
Athletic Trainer	0.090	D
CO-ED Varsity Golf	0.065	F
CO-ED Indoor Track	0.030	K
Strength Coordinator (Jan 1- May 31)	0.030	K
*Varsity Off Season Programs	0.030	

Newspaper – HS	0.030	K
Newspaper – MS	0.025	L
Play Advisor - HS	0.060	G
Play/Music Director - HS	0.030	K
Play Advisor - MS	0.025	L
Power of the Pen - MS	0.025	L
Quiz Team - HS	0.050	I
Quiz Team - MS	0.025	L
S.A.D.D. Advisor – HS	0.030	K
Science Club	0.015	N
Science Fair Coordinator – HS	0.015	N
Science Fair Coordinator – MS	0.015	N
Science Olympiad – HS	0.050	I
Science Olympiad – MS	0.050	I
Student Council – HS	0.030	K
Student Council – MS	0.020	M
Talent Show Advisor - ES	0.015	N
Talent Show Advisor - HS	0.020	M
Talent Show Advisor - MS	0.015	N
Ticket Manager – HS	0.030	K
Ticket Manager – MS	0.030	K
Yearbook - HS	0.050	I

ADDENDUM #4

Supplemental index with experience increase

	0	2	4	6-10	11-15	16+
	1	1.05	1.1	1.15	1.2	1.25
A	0.2	0.210	0.220	0.230	0.240	0.250
B	0.15	0.158	0.165	0.173	0.180	0.188
C	0.1	0.105	0.110	0.115	0.120	0.125
D	0.09	0.095	0.099	0.104	0.108	0.113
E	0.07	0.074	0.077	0.081	0.084	0.088
F	0.065	0.068	0.072	0.075	0.078	0.081
G	0.06	0.063	0.066	0.069	0.072	0.075
H	0.055	0.058	0.061	0.063	0.066	0.069
I	0.05	0.053	0.055	0.058	0.060	0.063
J	0.04	0.042	0.044	0.046	0.048	0.050
K	0.03	0.032	0.033	0.035	0.036	0.038
L	0.025	0.026	0.028	0.029	0.030	0.031
M	0.02	0.021	0.022	0.023	0.024	0.025
N	0.015	0.016	0.017	0.017	0.018	0.019
O	0.01	0.011	0.011	0.012	0.012	0.013

ADDENDUM #5
Twin Valley Community Local School District
Professional Day Request

Name _____ Assignment _____

Meeting or
Visitation _____

Location: _____ Date(s) _____

State how attendance at this professional meeting or visitation is related to the School District's Continuous Improvement Plan (e.g., How will it improve student learning?)

Substitute Needed (Please Check): Yes No

Reimbursement of expenses available

from: _____ Amount _____

Expenses Request: a. Registration (amount) _____

b. Mileage (amount) _____

c. Lodging (amount) _____

TOTAL: _____

(Items a, b and c require prior Board action.)

It is understood that approval of a request shall be followed by a brief written report of the meeting to the principal, a copy of which shall be forwarded to the Superintendent.

Date _____ Signature _____

--

Approved _____ Disapproved _____

Principal _____

Approved _____ Disapproved _____ Superintendent _____

Reason for Disapproval _____

ADDENDUM #6

STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 81-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.
5. It is understood that it is the responsibility of each individual teachers to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
6. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
7. The Association and teachers individually agree to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

ADDENDUM # 7

GRIEVANCE REPORT FORM

Level 1 (Informal)

Date of occurrence of grievance/complaint _____
Date of informal discussion _____

Formal Level

Level 2:

Statement of the grievance (must include the Article & Section of the Master Agreement which has been violated, misinterpreted, or misapplied): _____

Relief Sought: _____

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Administrator: _____

Administrator: _____ Date Issued: _____

Level 3:

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Superintendent: _____

Superintendent: _____ Date Issued: _____

Level 4:

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Board: _____

Board President: _____ Date Issued: _____

Level 5:

Date of receipt of Board's reply: _____

Date of Association's Demand for Arbitration: _____

EPC- Southwestern Ohio Educational Purchasing Council: Twin Valley PPO Low



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 255-9952 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,600/person or \$5,200/family for In- <u>Network Providers</u> . \$5,200/person or \$10,400/family for Non- <u>Network Providers</u> .	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . Deductible resets January 1.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive Care</u> for In- <u>Network Providers</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$5,200/person or \$10,400/family for In- <u>Network Providers</u> . \$10,400/person or \$20,800/family for Non- <u>Network Providers</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Services deemed not medically necessary by Medical Management and/or Anthem, <u>Premiums</u> , <u>balance-billing</u> charges, health care this <u>plan</u> doesn't cover, and Non- <u>Network Transplants</u> .	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, Blue Card PPO. See www.anthem.com or call (855) 255-9952 for a list of <u>network</u>	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>Out-of-Network Provider</u> , and you might

	<u>providers.</u>	receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>Out-of-Network Provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	10% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
	Specialist visit	10% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
	<u>Preventive care/screening/immunization</u>	No charge	40% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	Costs may vary by site of service.
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	Costs may vary by site of service.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.caremark.com .	Tier 1 - Typically Generic	Retail: \$10 copay Mail-Order: \$20 copay	Not Covered	Provider means pharmacy for purposes of this section. Retail: Up to a 30-day supply Mail-Order: Up to a 90-day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Notification requirement or may result in a higher cost. If you use a non-network Pharmacy, you are responsible for any amount over the allowed amount. You may be required to use a lower-cost
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	Retail: \$25 copay Mail-Order: \$50 copay	Not Covered	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	Retail: \$40 copay Mail-Order: \$80 copay	Not Covered	
	Tier 4 - Typically Preferred Specialty (brand and generic)	Retail: 30% coinsurance, deductible does not apply OR \$0 with PrudentRx Mail Order: Not Covered	Not Covered	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
				drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	10% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	10% <u>coinsurance</u>	Covered as In-Network	-----none-----
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	Covered as In-Network	Non-emergency non-network Ambulance Services are limited to \$50,000 per trip.
	<u>Urgent care</u>	10% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	60 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	10% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 10% <u>coinsurance</u>	Office Visit 40% <u>coinsurance</u>	Office Visit -----none-----
		Other Outpatient 10% <u>coinsurance</u>	Other Outpatient 40% <u>coinsurance</u>	Other Outpatient -----none-----
	Inpatient services	10% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
If you are pregnant	Office visits	10% <u>coinsurance</u>	40% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	10% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge	40% <u>coinsurance</u>	30 visits/benefit period for Non-Network Providers.
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	40% <u>coinsurance</u>	Costs may vary by site of service. *See Therapy Services section.
	<u>Habilitation services</u>	10% <u>coinsurance</u>	40% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	40% <u>coinsurance</u>	180 days/benefit period for skilled nursing services.

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
	Durable medical equipment	20% coinsurance	40% coinsurance	*See <u>Durable Medical Equipment</u> Section
	Hospice services	No charge	No charge	-----none-----
If your child needs dental or eye care	Children's eye exam	10% coinsurance	40% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	-----none-----

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Acupuncture • Dental care (Adult) • Glasses for a child • Routine foot care 	<ul style="list-style-type: none"> • Bariatric surgery • Dental care (Pediatric) • Infertility treatment • Weight loss programs 	<ul style="list-style-type: none"> • Cosmetic surgery • Dental Check-up • Long-term care

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Chiropractic care 12 visits/benefit period • Private-duty nursing 82 visits/benefit period Facility Setting only 	<ul style="list-style-type: none"> • Hearing aids 1 item/ear every 3 years, \$2,500 maximum/benefit period. • Routine eye care (Adult) 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbglobalcore.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Does this plan provide Minimum Essential Coverage? Yes/No

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes/No

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,600
- Specialist coinsurance 10%
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
Deductibles	\$2,600
Copayments	\$10
Coinsurance	\$1,000
<i>What isn't covered</i>	
Limits or exclusions	\$10
The total Peg would pay is	\$3,670

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,600
- Specialist coinsurance 10%
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
Deductibles	\$1,900
Copayments	\$500
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$2,420

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,600
- Specialist coinsurance 10%
- Hospital (facility) coinsurance 10%
- Other coinsurance 10%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
Deductibles	\$2,600
Copayments	\$10
Coinsurance	\$20
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,630

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (855) 255-9952

Amharic (አማርኛ): ስለዚህ ሰነድ ማንኛውም ጥያቄ ካለዎት በራስዎ ቋንቋ እርዳታ እና ይህን መረጃ በነጻ የማግኘት መብት አለዎት። አስተርጓሚ ለማናገር (855) 255-9952 ይደውሉ።

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 255-9952.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 255-9952:

Bassa (Bàsɔ̀ Wùdù): M̄ dyi dyi-diè-djè b̄é b̄édjé b̄á céè-djè mià ke dyí ní, ɔ m̀b̀è m̀i dyí-b̄èd̀j̀è̀n-d̀j̀è b̄é m̀ k̄é gbo-kpá-kpá k̄è b̄ǒ kpǒ djé m̀ bídjí-wùd̀ù̀n̄ b̄ó pídyi. B̄é m̀ k̄é wud̄u-zìn-nyò d̀ò gbo wùd̀ù̀ ke, djá (855) 255-9952.

Bengali (বাংলা): যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য পাওয়ার ও তথ্য পাওয়ার অধিকার আপনার আছে। একজন দাভাষীর সাথে কথা বলার জন্য (855) 255-9952 -তে কল করুন।

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည်များရှိပါက အချက်အလက်များနှင့် အကူအညီကို အခကြေးငွေ ပေးစရာမလိုပဲ သင့်ဘာသာစကားဖြင့် ရယူနိုင်ခွင့် သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဖု (855) 255-9952 သို့ ခေါ်ဆိုပါ။

Chinese (中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(855) 255-9952。

Dinka (Dinka): Na n̄ɔŋ thiëc në ke de yā thoré, ke yin n̄ɔŋ loŋ bē yi kuony ku wer alëu bē ḡeer yic yin ne thoŋ du ke cin wëu tāāuë ke piny. Te k̄or yin ba jam wēnē ran ye thok geryic, ke yin col (855) 255-9952.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (855) 255-9952.

Farsi (فارسي): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (855) 255-9952 تماس بگیرید.

Language Access Services:

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 255-9952.

German (Deutsch): Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (855) 255-9952.

Greek (Ελληνικά) Αν έχετε τυχόν απορίες σχετικά με το παρόν έγγραφο, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας δωρεάν. Για να μιλήσετε με κάποιον διερμηνέα, τηλεφωνήστε στο (855) 255-9952.

Gujarati (ગુજરાતી): જો આ દસ્તાવેજ અંગે આપને કોઈપણ પ્રશ્નો હોય તો, કોઈપણ ખર્ચ વગર આપની ભાષામાં મદદ અને માહિતી મેળવવાનો તમને અધિકાર છે. દુભાષિયા સાથે વાત કરવા માટે, કોલ કરો (855) 255-9952.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 255-9952.

Hindi (हिंदी): अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। दुभाषिये से बात करने के लिए, कॉल करें (855) 255-9952 ।

Hmong (White Hmong): Yog tias koj muaj lus nug dab tsi ntsig txog daim ntawv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus nqi. Txhawm rau tham nrog tus neeg txhais lus, hu xov tooj rau (855) 255-9952.

Igbo (Igbo): O bur u na i nwere ajuru o buła gbasara akwukwo a, i nwere ikike inweta enyemaka na ozi n'asusu gi na akwughị ugwo o buła. Ka gi na okowa okwu kwuo okwu, kpoo (855) 255-9952.

Ilokano (Ilokano): Nu addaan ka iti aniaman a saludsod panggep iti daytoy a dokumento, adda karbengam a makaala ti tulong ken impormasyon babaen ti lenguahem nga awan ti bayad na. Tapno makatungtong ti maysa nga tagipatarus, awagan ti (855) 255-9952.

Indonesian (Bahasa Indonesia): Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (855) 255-9952.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 255-9952

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 255-9952 にお電話ください。

Language Access Services:

Khmer (ខ្មែរ): បើអ្នកមានសំណួរផ្សេងទៀតអំពីឯកសារនេះ អ្នកមានសិទ្ធិទទួលជំនួយនិងព័ត៌មានជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។
ដើម្បីជជែកជាមួយអ្នកបកប្រែ សូមហៅ(855) 255-9952 ។

Kirundi (Kirundi): Ugize ikibazo ico arico cose kuri iyi nyandiko, ufise uburenganzira bwo kuronka ubufasha mu rurimi rwawe ata giciro. Kugira uvugishe umusemuzi, akura (855) 255-9952.

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(855) 255-9952 로 문의하십시오.

Lao (ພາສາລາວ): ຖ້າທ່ານມີຄໍາຖາມໃດໆກ່ຽວກັບເອກະສານນີ້, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໃດໆບໍ່ເສຍຄ່າ.
ເພື່ອໂອ້ນລືມກັບລ່າມແປພາສາ, ໃຫ້ໃບໂທຫາ (855) 255-9952.

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'idiikidgo ná bohónéedzá dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee nií hodoonih t'áadoo bájáh ilinígóó. Ata' halne'ígíí la' bich'í' hadeesdzih nínizingo kojí' hodiilnih (855) 255-9952.

Nepali (नेपाली): यदि यो कागजातबारे तपाईंसँग केही प्रश्नहरू छन् भने, आफ्नै भाषामा निःशुल्क सहयोग तथा जानकारी प्राप्त गर्न पाउने हक तपाईंसँग छ।
दोभाषेसँग कुरा गर्नका लागि, यहाँ कल गर्नुहोस् (855) 255-9952

Oromo (Oromifaa): Sanadi kanaa wajiin walqabaate gaffi kamiyuu yoo qabduu tanaan, Gargaarsa argachuu fi odeeffanoo afaan ketiin kaffaltii alla argachuuf mirgaa qabdaa. Turjumaana dubaachuuf, (855) 255-9952 bilbilla.

Pennsylvania Dutch (Deutsch): Wann du Frooge iwwer selle Document hoscht, du hoscht die Recht um Hilfe un Information zu griege in dei Schprooch mitaus Koscht. Um mit en Iwwersetze zu schwetze, ruff (855) 255-9952 aa.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 255-9952.

Portuguese (Português): Se tiver quaisquer dúvidas acerca deste documento, tem o direito de solicitar ajuda e informações no seu idioma, sem qualquer custo. Para falar com um intérprete, ligue para (855) 255-9952.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ,(855) 255-9952 ਤੇ ਕਾਲ ਕਰੋ।

Language Access Services:

Romanian (Română): Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod gratuit. Pentru a vă adresa unui interpret, contactați telefonic (855) 255-9952.

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 255-9952.

Samoan (Samoa): Afai e iai ni ou fesili e uiga i lenei tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e aunoa ma se totoi. Ina ia talanoa i se tagata faaliliu, vili (855) 255-9952.

Serbian (Srpski): Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (855) 255-9952.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 255-9952.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 255-9952.

Thai (ไทย): หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่มีค่าใช้จ่าย โดยโทร (855) 255-9952 เพื่อพูดคุยกับล่าม

Ukrainian (Українська): якщо у вас виникають запитання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашого рідного мовою. Щоб отримати послуги перекладача, зателефонуйте за номером (855) 255-9952.

Urdu (اردو): اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو مدد اور اپنی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لئے، (855) 255-9952 پر کال کریں۔

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 255-9952.

(Yiddish) (אידיש): אויב איר האט שאלות וועגן דעם דאקומענט, האט איר די רעכט צו באקומען דעם אינפארמאציע אין אייער שפראך און קיין פארט. צו רעדן צו אן איבערזעצער, רופט (855) 255-9952.

Yoruba (Yorùbá): Tí o bá ní èyíkéyí ìbèrè nípa àkòsílẹ̀ yí, o ní ètọ́ láti gba ìrànwọ́ àti iwífún ní èdè rẹ̀ lófèfè. Bá wa ògbùfọ̀ kan sọrọ̀, pe (855) 255-9952.

Language Access Services:

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

EPC- Southwestern Ohio Educational Purchasing Council: Twin Valley PPO Core



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 255-9952 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$1,000/person or \$2,000/family for In- <u>Network Providers</u> . \$2,000/person or \$4,000/family for Non- <u>Network Providers</u> .	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . Deductible resets January 1.
Are there services covered before you meet your <u>deductible</u> ?	Yes. Primary Care <u>Specialist Visit Preventive Care</u> and <u>Vision for In-<u>Network Providers</u></u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000/person or \$4,000/family for In- <u>Network Providers</u> . \$4,000/person or \$8,000/family for Non- <u>Network Providers</u> . Prescription drugs have a separate limit of \$3,000 single/ \$6,000 family In-network & out-of-network combined.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Services deemed not medically necessary by Medical Management and/or Anthem, Non- <u>Network Transplant Services</u> , <u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .

Will you pay less if you use a <u>network provider</u> ?	Yes, Blue Card PPO. See www.anthem.com or call (855) 255-9952 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>Out-of-Network Provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>Out-of-Network Provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care <u>provider's office</u> or <u>clinic</u>	Primary care visit to treat an injury or illness	\$20/visit <u>deductible</u> does not apply	40% <u>coinsurance</u>	-----none-----
	<u>Specialist</u> visit	\$20/visit <u>deductible</u> does not apply	40% <u>coinsurance</u>	-----none-----
	<u>Preventive care/screening/immunization</u>	No charge	40% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Costs may vary by site of service.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Costs may vary by site of service.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.caremark.com .	Tier 1 - Typically Generic	Retail: \$12 copay Mail-Order: \$24 copay	Not covered	Provider means pharmacy for purposes of this section. Retail: Up to a 30-day supply Mail-Order: Up to a 90-day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Notification requirement or may result in a higher cost. If you use a non-network Pharmacy, you are
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	Retail: \$24 copay Mail-Order: \$48 copay	Not covered	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	Retail: 50% (\$40 Min/\$50 Max copay) Mail-Order: \$80 copay	Not covered	
	Tier 4 - Typically Preferred Specialty (brand and generic)	Retail: 30% coinsurance, deductible does not apply OR \$0 with Prudent Rx Mail-Order: Not covered	Not covered	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
				responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See website listed for information on drugs not covered by your plan. Not all drugs are covered.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	\$100/visit <u>deductible</u> does not apply	Covered as In- <u>Network</u>	Copay waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	Covered as In- <u>Network</u>	Non-emergency non- <u>network</u> Ambulance Services are limited to \$50,000 per trip.
	<u>Urgent care</u>	\$50/visit <u>deductible</u> does not apply	\$50/visit <u>deductible</u> does not apply	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	60 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit No charge Other Outpatient No charge	Office Visit 40% <u>coinsurance</u> Other Outpatient 40% <u>coinsurance</u>	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	-----none-----
If you are pregnant	Office visits	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	30 visits/benefit period for Out-of-Network Providers including private duty nursing.
	<u>Rehabilitation services</u>	\$20/visit <u>deductible</u> does not apply	40% <u>coinsurance</u>	Costs may vary by site of service. *See Therapy Services section.
	<u>Habilitation services</u>	\$20/visit <u>deductible</u> does not apply	40% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	180 days/benefit period for skilled nursing services.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	*See <u>Durable Medical Equipment Section</u>
	<u>Hospice services</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If your child needs dental or eye care	Children's eye exam	\$20/visit <u>deductible</u> does not apply	40% <u>coinsurance</u>	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	-----none-----

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Acupuncture • Dental care (Adult) • Glasses for a child • Routine foot care 	<ul style="list-style-type: none"> • Bariatric surgery • Dental care (Pediatric) • Infertility treatment • Weight loss programs 	<ul style="list-style-type: none"> • Cosmetic surgery • Dental Check-up • Long-term care

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none"> • Chiropractic care 12 visits/benefit period • Private-duty nursing only covered in the home. 30 visits/benefit period for Out-of-Network Providers including home health care. 	<ul style="list-style-type: none"> • Hearing aids 1 item/ear every 3 years, \$2,500 maximum/benefit period • Routine eye care (Adult) 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsglobalcore.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? Yes/No

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes/No

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

* For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eocdps/aso.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,000
- Specialist copayment \$20
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$1,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,000
- Specialist copayment \$20
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$900
<u>Copayments</u>	\$600
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,520

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,000
- Specialist copayment \$20
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$1,000
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$70
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,270

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (855) 255-9952

Amharic (አማርኛ): ስለዚህ ሰነድ ማንኛውም ጥያቄ ካለዎት በራስዎ ቋንቋ እርዳታ እና ይህን መረጃ በነጻ የማግኘት መብት አለዎት። አስተርጓሚ ለማናገር (855) 255-9952 ይደውሉ።

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 255-9952.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 255-9952:

Bassa (Bàsɔ̀ Wùdù): M̄ dyí dyi-diè-dè b̄é b̄édjé b̄á céè-djé nià k̄e dyí ní, ɔ̀ m̄ò nì dyí-b̄édjèin-djé b̄é m̄ k̄é gbo-kpá-kpá k̄è b̄ɔ̀ kpɔ̀ djé m̄ b̄ídjí-wùdùùn b̄ó pídyi. B̄é m̄ k̄é wuɖu-zìin-nyò d̄ò gbo wùdù k̄e, d̄á (855) 255-9952.

Bengali (বাংলা): যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য পাওয়ার ও তথ্য পাওয়ার অধিকার আপনার আছে। একজন দোভাষীর সাথে কথা বলার জন্য (855) 255-9952 -তে কল করুন।

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည်များရှိပါက အချက်အလက်များနှင့် အကူအညီကို အခကြေးငွေ ပေးစရာမလိုပဲ သင့်ဘာသာစကားဖြင့် ရယူနိုင်ခွင့် သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဖု (855) 255-9952 သို့ ခေါ်ဆိုပါ။

Chinese (中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(855) 255-9952。

Dinka (Dinka): Na non̄ thiēec nē ke dé yā thorē, ke yin non̄ lon̄ bē yi kuony ku w̄er alēu bē ḡæer yic yin ne thon̄ du ke cin w̄eu t̄āuē ke piny. Te kor yin ba jam w̄enē ran ye thok geryic, ke yin col (855) 255-9952.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (855) 255-9952.

Farsi (فارسی): در صورتی که هؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، یا شماره (855) 255-9952 تماس بگیرید.

Language Access Services:

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 255-9952.

German (Deutsch): Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (855) 255-9952.

Greek (Ελληνικά) Αν έχετε τυχόν απορίες σχετικά με το παρόν έγγραφο, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας δωρεάν. Για να μιλήσετε με κάποιον διερμηνέα, τηλεφωνήστε στο (855) 255-9952.

Gujarati (ગુજરાતી): જો આ દસ્તાવેજ અંગે આપને કોઈપણ પ્રશ્નો હોય તો, કોઈપણ ખર્ચ વગર આપની ભાષામાં મદદ અને માહિતી મેળવવાનો તમને અધિકાર છે. દુભાષિયા સાથે વાત કરવા માટે, કોલ કરો (855) 255-9952.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 255-9952.

Hindi (हिंदी): अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। दुभाषिये से बात करने के लिए, कॉल करें (855) 255-9952 ।

Hmong (White Hmong): Yog tias koj muaj lus nug dab tsi ntsig txog daim ntawv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus nqi. Txhawm rau tham nrog tus neeg txhais lus, hu xov tooj rau (855) 255-9952.

Igbo (Igbo): O bụr ụ na ị nwere ajujụ o bụla gbasara akwụkwọ a, ị nwere ikike ịnweta enyemaka na ozi n'asụsụ gị na akwụghị ụgwọ o bụla. Ka gị na ọkọwa okwu kwuo okwu, kpọọ (855) 255-9952.

Ilokano (Ilokano): Nu addaan ka iti aniaman a saludsod panggep iti daytoy a dokumento, adda karbengam a makaala ti tulong ken impormasyon babaen ti lenguahem nga awan ti bayad na. Tapno makatungtong ti maysa nga tagipatarus, awagan ti (855) 255-9952.

Indonesian (Bahasa Indonesia): Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (855) 255-9952.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 255-9952

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 255-9952 にお電話ください。

Language Access Services:

Khmer (ខ្មែរ): បើអ្នកមានសំណួរផ្សេងទៀតអំពីឯកសារនេះ អ្នកមានសិទ្ធិទទួលជំនួយនិងព័ត៌មានជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។
ដើម្បីជជែកជាមួយអ្នកបកប្រែ សូមហៅ(855) 255-9952 ។

Kirundi (Kirundi): Ugize ikibazo ico arico cose kuri iyi nyandiko, ufise uburenganzira bwo kuronka ubufasha mu rurimi rwawe ata giciro. Kugira uvugishe umusemuzi, akura (855) 255-9952.

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(855) 255-9952 로 문의하십시오.

Lao (ພາສາລາວ): ຖ້າທ່ານມີຄໍາຖາມໃດໆກ່ຽວກັບເອກະສານນີ້, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ.
ເພື່ອໂອ້ນົມກັບວ່າມາດພາສາ, ໃຫ້ໂທຫາ (855) 255-9952.

Navajo (Diné): Dũ naaltsoos biká'ígíí íahgo bina'idílkidgo ná bohónéedzá dóó bee ahóót'i' t'áá ni nizaad k'ehj̄ bee nił hodoonih t'áadoo bą́ąh ilínígóó.
Ata' halne'ígíí ía' bich'í' hadeesdzih nínizingo kojí' hodílnih (855) 255-9952.

Nepali (नेपाली): यदि यो कागजातबारे तपाईंसँग केही प्रश्नहरू छन् भने, आफ्नै भाषामा निःशुल्क सहयोग तथा जानकारी प्राप्त गर्न पाउने हक तपाईंसँग छ।
दोभाषेसँग कुरा गर्नका लागि, यहाँ कल गर्नुहोस् (855) 255-9952

Oromo (Oromifaa): Sanadi kanaa wajjin walqabaate gaffi kamiyuu yoo qabduu tanaan, Gargaarsa argachuu fi odeeffanoo afaan ketiin kaffaltii alla argachuuf mirгаа qabdaa. Turjumaana dubaachuuf, (855) 255-9952 bilbilla.

Pennsylvania Dutch (Deutsch): Wann du Frooge iwwer selle Document hoscht, du hoscht die Recht um Hilfe un Information zu griege in dei Schprooch mitaus Koscht. Um mit en Iwwersetze zu schwetze, ruff (855) 255-9952 aa.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 255-9952.

Portuguese (Português): Se tiver quaisquer dúvidas acerca deste documento, tem o direito de solicitar ajuda e informações no seu idioma, sem qualquer custo. Para falar com um intérprete, ligue para (855) 255-9952.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ,(855) 255-9952 ਤੇ ਕਾਲ ਕਰੋ।

Language Access Services:

Romanian (Română): Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod gratuit. Pentru a vă adresa unui interpret, contactați telefonic (855) 255-9952.

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 255-9952.

Samoan (Samoa): Afai e iai ni ou fesili e uiga i lenei tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e aunoa ma se totogi. Ina ia talanoa i se tagata faaliliu, vili (855) 255-9952.

Serbian (Srpski): Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (855) 255-9952.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 255-9952.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 255-9952.

Thai (ไทย): หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่มีค่าใช้จ่าย โดยโทร (855) 255-9952 เพื่อพูดคุยกับล่าม

Ukrainian (Українська): якщо у вас виникають запитання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашою рідною мовою. Щоб отримати послуги перекладача, зателефонуйте за номером (855) 255-9952.

Urdu (اردو): اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو مدد اور اپنی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لئے، (855) 255-9952 پر کال کریں۔

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 255-9952.

(Yiddish) (אידיש): אויב איר האט שאלות וועגן דעם דאקומענט, האט איר די רעכט צו באקומען דעם אינפארמאציע אין אייער שפראך און קיין פארט. צו רעדן צו אן איבערזעצער, רופט (855) 255-9952.

Yoruba (Yorùbá): Tí ó bá ní èyíkẹyí ibèrè nípa àkòsílẹ̀ yí, ó ní ètọ́ láti gba ìrànwọ́ àti ìwífún ní èdè rẹ̀ lọ́fẹ́ẹ̀. Bá wá ògbùfọ̀ kan sọ̀rọ̀, pe (855) 255-9952.

Language Access Services:

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

3. To what in the material do you object? Please be specific and cite pages/scenes and explain your reasoning in light of the class and grade level in which this material is being presented:

4. What do you feel might be the result of using this material in the classroom? Please be specific and cite pages/etc.:

5. Have you read any review of the material and if so, please list the source and date of the review.

Source of review(s)

Date of Source(s)

6. Are you aware of the judgment of this work and/or this author by educational or literary critics? Describe what you know about these educational or literary opinions.

7. Are there resources you suggest to provide additional information and/or other viewpoints on this topic?

8. What would you like the school to do about this material?

9. Can you recommend another title to present the opposite, or an alternative, point of view of the title in question?
___Yes ___No

If yes, please give the following information:

Author/Performer(s): _____
Last name First name

Title: _____

Publisher/Producer: _____

Copyright/Issue Date: _____

ISBN (International Standard Book Number) _____

10. Brief Summary of Alternative Work:

11. List any review(s) of the alternative work you have read:

Review Source(s)

Date of Source(s)

IV. Verification of Challenge/Review:

All information I have given on this form is true and accurate to the best of my knowledge and belief.

Signature

Date

Print Name

Telephone Number

ADDENDUM #11

Twin Valley Community Local School District

Tuition Reimbursement Request

Name: _____

Building: _____

Address: _____

Teaching Assignment: _____

Please list the college, course number, the course name, the number of credit hours, and give a brief description of the course to be taken.

College: _____

Course Number: _____

Course Name: _____

Number of Credit Hours: _____

Course Description: _____

Please describe the relationship between the course and your teaching assignment and how the course may be related to the School District's Continuous Improvement Plan.

Tuition Fee: \$ _____ Estimated date when the course will be complete: _____

Approved Principal's Signature: _____

Disapproved Date: _____

Approved Superintendent's Signature: _____

Disapproved Date: _____

Two copies of this form should be presented for approval. After approval, one copy will be returned to you. The approved copy along with a paid tuition fee receipt and a copy of the transcript or the official grade sheet should be submitted to the Treasurer's office by September 15th for tuition reimbursement. If proper documentation is not received by September 15th, tuition reimbursement will be held until the next year, subject to the terms of Article 41 of the Master Agreement.

ADDENDUM #12

Twin Valley Community Local School District
100 Education Drive
West Alexandria, Ohio 45381
Phone: 937-839-4193 -- Fax: 937-839-4898

Sick Leave Bank Request Form
(Certified - TVACT)

Requirements: It is understood that in order to request days from the sick bank the applicant must not have exhausted his/her sick leave through short term usage, must have exhausted the sick leave because of catastrophic illness or critical injury. Also note that it is up to the discretion of the Sick Leave Bank Committee to determine the eligibility of each applicant and the number of days to be awarded.

-Give the completed form to the Chapter President-

Applicant's Name (print): _____

Date: _____ **Number Days Requested:** _____ **Projected Return Date:** _____

Nature of Catastrophic Illness or Critical Injury: _____

Physician's Diagnosis and Prognosis: _____

Sick Leave Balance at Time Illness/Injury Occurred: _____ **Days**

Other Pertinent Information: _____

Where may the committee reach you if there are any questions? _____

(Applicant Signature)

(Date)

- Do Not Write Below this Line -

Approved? Yes No

If Yes: **Number Days of Granted:** _____ **Date:** _____

If No, Reason(s): _____

(TVACT Chapter Representative Signature)

(Date)

(Superintendent/Designee Signature)

(Date)

(Board/Designee Signature)

(Date)

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	<p>Connections to state standards and district priorities</p> <p>Element 2.3 Element 4.1 Element 4.7</p>	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	<p>The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.</p> <p>The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.</p>
<p>KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</p> <p><i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i></p>	<p>Planning instruction for the whole child</p> <p>Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4</p>	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<p>CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment)</p> <p><i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i></p>	<p>Classroom routines and procedures</p> <p>Element 5.5</p>	<p>The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.</p>	<p>The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.</p>	<p>The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.</p>	<p>The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.</p>
	<p>Classroom climate and cultural competency</p> <p>Element 1.4 Element 5.1 Element 5.2</p>	<p>There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p>	<p>There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.</p>	<p>There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.</p>	<p>The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</i>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	<p>The teacher does not use varied assessments.</p> <p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>The teacher makes limited use of varied assessments.</p> <p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.</p> <p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.</p> <p>The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>
	Evidence of student learning Element 1.3	<p>The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.</p>	<p>The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.</p>

ORGANIZATIONAL AREA: PROFESSIONALISM

Domains	Components	Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.