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MASTER AGREEMENT

between the

TALAWANDA CITY SCHOOL DISTRICT
BOARD OF EDUCATION

and the

TALAWANDA EDUCATORS' ASSOCIATION

Effective Date: August 1, 2024
Expiration Date: July 31, 2027

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ARTICLE I - RECOGNITION

1.1. Recognition of the Association

The Talawanda Educators' Association, hereinafter referred to as the Association, an affiliate of the Ohio Education Association and the National Education Association, is recognized as the sole and exclusive agent of the bargaining unit for the purpose of collective bargaining with the Board in accordance with the provisions herein stated.

The bargaining unit shall be comprised of all regularly employed, nonsupervisory certificated employees such as: regular classroom teachers, special education teachers, vocational teachers (not employed by the Butler County JVS), counselors, media specialists, librarians, nurses, individual/small group instructors, psychologists, speech/language pathologists, occupational therapists, social workers, instructional leaders, and any or all such positions, renamed or redefined in the future. Substitute teachers, summer school teachers, adult education teachers and homebound tutors, as well as all positions for which supervisory certification is required are excluded from the bargaining unit. These positions include: Superintendent, assistant superintendents, principals, assistant principals, Treasurer, assistant treasurers, directors, and supervisors.

1.2. Recognition of the Board

The Talawanda Board of Education, hereinafter referred to as the Board, is the policy-making body of the Talawanda City School District, elected by the people and directed by Ohio State law in providing educational opportunity to the children of the District.

ARTICLE II - DEFINITIONS

2.1. Days

Unless specified elsewhere in this Agreement, days shall mean calendar days.

2.2. Seniority

The length of continuous employment in a bargaining unit position as verified by Board minutes.

2.2.1 Seniority shall begin to accrue from the first day of work in the bargaining unit position.

2.2.2 Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits, is in military service, or is on professional growth leave.

2.2.3 Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

2.2.4 Full-time employees shall accrue one (1) year of seniority for each year that contains a minimum of one hundred twenty (120 days) worked.

2.2.5 Part-time employees who work less than five-seventh's (5/7's) of the normal workday shall accrue seniority at one-half (1/2) year per year worked.

2.2.6 No employee shall accrue more than one (1) year of seniority in any work year.

2.2.7 When two (2) or more teachers have the same seniority, past service in the District -- including adult education, summer school, or tutoring -- shall be used to break the tie. If a tie still remains, the following shall be used -- in the order shown -- to determine seniority ranking:

A. Employment date as verified in Board minutes.

B. Previous continuing contract status.

C. Total years of experience in chartered schools.

D. Date of receipt of letter of application or application form.

2.3. Substitute

Substitutes shall mean those employees who are hired on a casual day-to-day basis or are hired in one (1) position for less than one hundred twenty (120) workdays.

2.4. Teacher

For the purpose of this Agreement, member(s) of the bargaining unit shall be referred to as "teacher(s)."

2.5. Workdays

A workday is any day the teacher is contracted to work.

ARTICLE III - BARGAINING PROCEDURES

It is the purpose of this procedure to establish an orderly manner to consider and resolve issues to be negotiated between the Talawanda Board of Education and the Talawanda Educators' Association.

3.1. Bargaining Issues

Giving full recognition to the responsibilities of the Board as stated in Article I, the parties recognize that certain matters are not subject to negotiations. However, for the purpose of this document, issues of bargaining shall be recognized as being salaries, hours, fringe benefits, and other matters relating to terms and conditions of employment and the continuation, modification or deletion of the Collective Bargaining Agreement.

Terms such as "meet," "inform," "conference," "opportunity to meet," "discuss," "consult," "input," "consideration," "may request," and similar terms used in this Agreement which convey some opportunity to the Association and/or unit members to do such things as herein listed shall not be construed as collective bargaining (negotiations) which require agreement and/or consent from the Association and/or unit member, but shall be only consultative in nature.

Notwithstanding the paragraph above, it will be understood that it in no way limits the Association's right and the Board's obligation to bargain changes in terms and conditions of employment pursuant to Ohio Revised Code §4117.

Unless the District agrees otherwise, nothing impairs its rights and responsibilities to determine matters of inherent management policy; direct, supervise, evaluate or hire employees; maintain efficient operations; determine the overall method by which the operations are conducted, suspend, discipline, demote or discharge for just cause; or lay-off, transfer, assign employees; effectively manage the work force and all other rights as spelled out in Ohio Revised Code §4117.08.

3.2. Bargaining Initiation

The bargaining procedure for a successor agreement shall be initiated on or before May 2 in the year of the expiration of this Agreement. Upon receipt of the letter to initiate the bargaining procedure from the President of the Association or from the Superintendent, the receiving party shall respond within five (5) workdays. The parties shall meet at a mutually agreeable time and place not later than fifteen (15) calendar days following receipt of the letter to initiate bargaining. The initial session, and all future sessions, shall not adjourn until a time, place and date have been established for the next bargaining session, until all matters submitted for bargaining have been agreed to or otherwise resolved.

The requesting party shall serve a copy of the request to open bargaining upon the State Employment Relations Board (SERB).

3.3. Bargaining Teams

The bargaining procedure shall be conducted between representatives of the Board and the Association. The representatives shall be known as the bargaining teams. Each team

may consist of no more than six (6) members. Each party represented in the bargaining procedure shall determine who will be its bargaining team representative but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.

3.4. Bargaining in Executive Session

All bargaining sessions shall be in executive session. Only members of the bargaining teams, consultants, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

3.5. Bargaining in Good Faith

This is the obligation of the parties to meet at reasonable times for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations.

3.6. Agreement

When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, each issue shall be reduced to writing and be signed by members of the bargaining team and presented to the Association and to the Board within five (5) workdays of the final bargaining session for their ratification. Following ratification it shall be signed by the President of the Association and the President of the Board.

3.7. Disagreement

The parties pledge themselves to bargain in good faith, however, in the event of failure to reach agreement, to utilize such dispute resolution procedures as are provided for in Ohio Revised Code §4117.14.

3.8. Contrary to Law

3.8.1 If any provision of this Agreement shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Agreement.

3.8.2 Any section of this Agreement found to be invalid, pursuant to Section 3.8.1 above shall be renegotiated. Negotiations on such section only shall commence within fifteen (15) days of the determination that the provision is invalid. Negotiations shall be in conformance to the procedures set forth above.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1. Definitions

4.1.1 A "grievance" shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of any provision or provisions of this Agreement. Such grievance shall be submitted through the prescribed form which shall be available from the school secretary and the Association representative.

4.1.2 The "grievant" shall mean the teacher, teachers, or the Association filing the grievance.

4.1.3 The term "days", when used in this Article, shall mean contract work days unless otherwise indicated. Thus, weekends and vacation/recess days during the school year are excluded, as are days when school is closed due to bad weather or calamity. During June, July and August, "days" shall mean Monday-Friday. Also excluded are federally observed holidays, leave days, vacation days, or non-contract days of the Superintendent or any administrator who is a party to the grievance.

4.2. Procedures

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. The grievant is encouraged to discuss the problem with the appropriate administrator prior to lodging a formal grievance, and the parties will work together in an attempt at finding a mutually acceptable solution.

Level One: A grievance lodged with the principal or the appropriate administrator must be filed within thirty (30) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. A grievance conference shall occur within seven (7) days after the grievance is filed. The grievant may be accompanied by the Association representative. Within seven (7) days following the conference the administrator shall render a written decision. (Appendix A)

Level Two: In the event a grievance has not been satisfactorily resolved at Level One, the grievant as defined in Section 4.1.2 may file, within seven (7) days of the principal's or the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent. Within seven (7) days after such written grievance is filed, the grievant, the Association, and the Superintendent or his/her designee shall meet to attempt to resolve the grievance. The Superintendent or his/her designee shall file his/her decision within seven (7) days of the Level Two conference and communicate it to the grievant and to the Association.

Level Three: If the grievance has not been satisfactorily resolved at Level Two, the Association may, within seven (7) days of the Level Two decision, demand Grievance mediation. The Federal Mediation and Conciliation Service or State Employment Relations

Board shall be requested to appoint one of its mediators to conduct the mediation conference.

The Mediation conference will be scheduled at the earliest dates that the mediator, the parties and their representatives are reasonable available for such purpose. The mediation conference will be conducted informally. Nor record of the conference will be made and everything said at the mediation conference by the parties and their representative will be regarded as settlement discussion.

If the parties resolve the grievance through mediation, they shall reduce the terms of the settlement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.

The cost of the grievance mediation, if any, shall be shared equally by the Association and the Board.

Level Four: If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, within seven (7) days of the completion of the grievance mediation, demand arbitration. A wholly disinterested arbitrator shall be chosen by alternate striking from a list provided by the Federal Mediation and Conciliation Service. The arbitrator shall hold the necessary hearings(s) promptly and issue the decisions within thirty (30) days of the conclusion of the hearing.

The cost of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

Should the Association cancel a scheduled arbitration where there is no mutual settlement of the grievance in question, the Association shall pay the filing fee.

When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement in light of applicable law as the same is related to the specific grievance appealed to arbitration.

4.3. General Provisions

4.3.1 Every teacher covered by the Agreement shall have the right to present grievances in accordance with these procedures. Each teacher shall also be required to discuss the prospective grievance with the Association President prior to filing.

4.3.2 Any teacher who so requests may be represented by the Association in the grievance procedure. The teacher shall be present at any grievance hearing. When the presence of the teacher at a grievance hearing is requested by either party, illness or other physical incapacity of the teacher shall be grounds for any necessary extension of the grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision with the time limits shall cause the grievance to advance to the next step of the grievance procedure. The time limits, however, may be extended by mutual agreement.

4.3.3 A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the teacher's personnel file.

4.3.4 Hearings and conferences 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. Hearings and conferences will be held, insofar as possible, after regular school hours or during the non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. Arbitration hearings shall be held as scheduled by the arbitrator.

4.3.5 If the arbitration hearing must be scheduled during the school day, the administration shall release the grievant and any necessary witnesses and Association President under special administrative leave. Such necessary personnel shall be determined mutually by the Superintendent and Association President.

4.3.6 All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of mailing or postmark and date of receipt recorded thereon. Written grievances shall be deemed to have been received one (1) day after postmarked; if hand delivered, the date received and initials of the recipient shall be recorded thereon. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.

ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Recognition of the Association as the employee representative shall entitle the Association with certain exclusive rights. Only the Association and its affiliated or parent organizations shall have the following organizational rights:

5.1. Access to Board Policies

Board policies shall be available on the District website.

5.2. Access to Board Reports

Board financial reports will be provided to the Association at no cost.

Any other material requested by the Association shall be provided at a cost of five cents (5¢) per page, plus the Board's actual cost for secretarial time in retrieving and copying said material, not to exceed ten dollars ($10) per request.

A copy of the monthly Board packet that is available to the public shall be provided to the Association President at the time of its issuance to Board members.

5.3. Access to Members and/or Building Administrators

The President of the Association and/or a designee and/or the UniServ Consultant of the Association shall have the right to visit schools before school, after school, during lunch, or during the teacher's planning period. Either prior to or immediately upon the President's or UniServ Consultant's arrival at any school, the President and/or the UniServ Consultant shall advise the principal or, in his/her absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied but may be delayed only if the visit at the time desired will interfere with the normal teaching duties of the professional staff member to be contacted. Before school, after school, lunch and planning periods will be proper times to visit with a staff member. Upon arrival at the building the President of the Association shall notify the building principal of his/her presence.

Visits that are made to discuss with the principal special problems of professional staff members must be arranged in advance with the principal or, in the principal's absence, with the acting building administrator.

5.4. Access to New Teacher Information

Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contracts unless the professional staff member specifically requests otherwise in writing.

5.5. Access to School Directory, if Produced

If one is prepared, the administration will make available to all professional staff members a directory listing the names, addresses, phone numbers, and job assignments on record of all employees of the Board.

5.6. Building Representative Scheduled Meetings with Members

The Association building representative may call meetings of Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association building representative shall advise the building principal of the meeting. No Association meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any professional staff member to be in attendance at the meeting without prior approval of the building principal. Such approval shall not be unreasonably denied.

5.7. Consultation on Policy Revisions

During revision of the Policy Book, the Association shall be consulted throughout the revision in those areas of the Policy Book that directly affect the certificated staff.

5.8. Exclusive Representation Rights

No person or persons represented by the Association shall bargain individually or collectively with the Board concerning any terms or provisions of this Agreement except through designated representatives of the Association.

5.9. Involvement in New Teacher Meeting

The Association shall have the right to participate in the initial planning and orientation meeting for new professional staff members.

5.10. Obligation to Encourage Teaching Excellence

The Association agrees to use its influence to encourage all employees to perform loyal and efficient work and services, to improve their efficiency to utilize their time and all equipment furnished by the District to the best of their advantage, and to cooperate with the Board and the employees of all departments in promoting the welfare of the District and improving its services.

5.11. Opportunity to Meet on Millage Increases

Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Association of the fact within a reasonable time prior to the reaching of a final decision with respect thereto and will give the Association an opportunity to meet with either the Financial Committee of the Board or such other representative as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation.

5.12. Prohibition on Reprisals Against Members

There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

5.13. Shared Cost of Agreement Production

The Association and the Board shall share the cost of providing a copy of this Agreement to all professional staff members.

5.14. Use of Interschool Mail System

The building representatives of the Association in each individual school shall have the right to use the interschool mail system.

The Association shall have the right to insert organizational materials in the teachers' mailboxes. A copy of said materials will be given to the principal at the time of distribution to the Association members.

The Association shall have the privilege of placing organizational identification on its members' school mailboxes.

5.15. Use of School Communication Equipment

The school communication system will be available for use by the Association representative to make announcements prior to the start or at the end of the school day.

5.16. Use of School Equipment

The Association building representative will have the permission to use individual school equipment including typewriters, computers, printers, other duplicating equipment, calculating machines, and all types of audiovisual equipment where such equipment is not otherwise in use. Association use of school equipment will be permitted provided that:

5.16.1 a request is made and use is arranged for in advance;

5.16.2 the purpose is for internal business use of the Association and is not for public distribution;

5.16.3 the use is strictly to service the legitimate business of the Association as it relates to the membership in the building such as the duplication of records, notices, correspondence, etc.;

5.16.4 supplies in connection with such equipment use are furnished or paid for by the Association including paper, dittoes, etc.; and

5.16.5 all equipment is checked as to condition by the principal or his/her designated representative and the Association representative prior to its use so that in the event of damage or breakage the Association will be responsible to repair or replace at prorated machine value.

5.17. Use of Teacher Lounge Bulletin Boards

The Association shall have the privilege of displaying organizational materials on bulletin boards in each teachers' lounge.

5.18. Use of Time in Connection with Faculty Meetings

The Association representative will be given time, subject to advance approval of the principal, to make announcements at faculty meetings.

ARTICLE VI - LABOR MANAGEMENT COMMITTEES

6.1. Superintendent/Association Council \

A committee shall be established that will consist of the Superintendent or his/her designee, the Association President, one (1) Association representative from each building appointed by the Association President, and one (1) representative of the District specialists appointed by the Association President. They shall meet at least once a month at a mutually convenient time to discuss matters of mutual concern. The purpose of this continuing advisory committee shall be to make recommendations concerning school programs, in-service, education problems, and building needs. The school calendar and pay dates for each school year will be legitimate items for discussion by the advisory committee. Concerns presented at SAC shall be tracked, followed-up on and evaluated by the members of the SAC.

6.2. Building Leadership Council

6.2.1 A school faculty council shall be established, under the leadership of the principal, to facilitate communications and to resolve building problems.

6.2.2 The size of the council shall have not less than two (2) staff representatives, one of whom shall be the Association representative and shall be based on one (1) representative per ten (10) staff members in the building as elected by the staff. Staff includes all individuals covered by the Master Agreement (i.e. teachers, nurses, psychologists.)

6.2.3 The council will meet monthly and an agenda will be prepared between the principal and designated TEA representative and distributed to all staff forty-eight (48) hours prior to the meeting. The Concern Form and the minutes of the meeting will be prepared and distributed to the faculty, the Association President and the Superintendent within two (2) days of the meeting. The Concern Form can be found at Appendix L.

6.2.4 The council is in no way to be confused with faculty meetings, departmental or grade level meetings, and administration/chair committee meetings as called by the principal when needed.

ARTICLE VII - DISTRICT-EMPLOYEE GUIDELINES

7.1. Assignments, Vacancies, and Transfers

7.1.1 Assignments

The Board and Association recognize that it is desirable in making assignments to consider the interests and aspirations of its teachers. They further recognize that an effective educational system requires a fair distribution of experienced teachers throughout the system. Assignments will be made on the basis of teacher qualifications, performance, evaluation, and how these criteria can best meet the educational needs within the District.

7.1.2 Vacancies

A. The Superintendent will post, via District email, all vacancies which are anticipated to be filled, including supplementals, summer school and adult education openings in each office in the buildings of the District, as the openings occur, within seven (7) days after the resignation has been officially accepted by the Board or after official approval of the leave of absence or after the creation of a new position or other vacancy occurs. The Association shall be informed of any position which is not to be filled and the reasons for its discontinuation.

B. The posting shall contain certification requirements and date by which application shall be made. Said date shall not be less than one (1) week after the posting date.

C. If a teacher wishes to be considered for a vacancy, the teacher shall submit, in writing to the Superintendent, a letter indicating the position desired.

7.1.3 Transfers

A. Voluntary Transfers

1. Teachers who desire a change in grade and/or subject matter assignment or who desire to transfer to another building must file a written statement of such desire with the Superintendent. Such statement shall include the school, subject and/or level to which he/she desires to be transferred.

2. The Superintendent will review transfer requests after considering the following:

a. the teacher's seniority in the District;

b. the applicant's educational preparation, qualifications and evaluations as they relate to the new position;

c. a balance of experience, training, sex and race among the buildings; and

d. the educational and staffing needs of the District.

3. If the teacher's request for a transfer cannot be granted, the Superintendent shall so inform the teacher.

B. Involuntary Transfers

1. An involuntary transfer is any change of assignment or site which was not initiated by the teacher. Involuntary transfers are within the sole prerogative of the Superintendent and are made in the best interests of the school district. Involuntary transfers shall also be based on specific needs of the school district.

2. If a transfer is initiated solely because of a reduction in force in the teacher's school or program area, the Superintendent will transfer the teacher based upon the teacher's contract status and most-recent evaluation rating, according to the Reduction in Force procedures of Section 7.10 of the Master Agreement.

3. Teachers to be transferred shall be informed in writing of the proposed transfer including specific reasons for said transfer, and will be given at least twenty (20) days notice except in emergency situations.

4. The Superintendent will meet with the teacher , upon their request, to discuss the reasons which necessitated the transfer. Such request must be made in writing within ten (10) days of notification of the involuntary transfer.

5. If openings are available for which he/she is certificated, the teacher to be transferred will indicate his/her first, second, and third choices of available openings. When possible, first choices will be honored.

6. In the event of an involuntary transfer to a different building, one release day shall be granted, to be mutually agreed upon by the Superintendent and member. This section shall not apply if an involuntary transfer to a new building occurs because of a districtwide reorganization. The Board shall provide all equipment and materials necessary to facilitate the member's move.

C. Miscellaneous Transfer Concerns

1. If a school(s) is to be opened, closed or restructured, staffing by voluntary transfers shall be utilized consistent with the provisions of Section 7.1.3 A. To meet additional staffing needs, the Superintendent will meet with the Association President to discuss staffing needs.

2. No teacher shall be required to transfer to an assignment for which he/she is not certificated. No teacher shall be required to obtain

any additional certification for any position, except as may be required by the State Department of Education.

3. Any teacher who is to be transferred or asks for a transfer may schedule a conference with the Superintendent concerning the transfer and may have Association representation of his/her choice.

7.2. Continuing Contract Procedure

Qualifications for continuing contracts are determined by Ohio Revised Code Sections 3319.08 and 3319.11. However, any teacher eligible for continuing contract at the expiration of his or her limited contract must provide written notice to the building principal on or before October 1 that upon the expiration of his/her current limited contract, the teacher will be eligible and meet all qualifications for a continuing contract. Failure to notify the principal in writing prior to October 1, in the year of the expiration of the teacher's limited contract shall result in the teacher receiving a one-year limited teacher contract in the event the teacher's contract is renewed. This contract shall not be considered an extended limited contract pursuant to the requirements of Ohio Revised Code 3319.11. Upon completion of the one-year limited contract, the Board shall consider the staff member for continuing contract status. Failure to provide this notification may constitute a waiver of any claims, statutory rights, or a continuing contract by operation of law. This provision supersedes and replaces where applicable those requirements of Ohio Revised Code Sections 3319.08 and 3319.11.

7.3. Employment of Certified School Nurses and Contracted RN's

7.3.1 Certified school nurses shall be responsible for District health services. Their duties shall include, but shall not be limited to, health screenings, monitoring immunizations, serving on IEP and IHP development, family outreach, counseling, referrals and follow-up, and education.

7.3.2 For the duration of this Agreement contracted RN's may be hired. No certified school nurse currently employed nor current school nurse positions shall be reduced as the result of hiring contracted RN's.

7.3.3 The number of hours and buildings to which contracted RN's are hired shall be determined by the Superintendent and building principals with consultation and recommendation from the certified school nurse(s).

7.3.4 Job descriptions for contracted RN's shall be prepared by the Superintendent and the building principals with consultation and recommendation from certified school nurse(s) in conjunction with the contracting agency. Contracted RN's duties shall not include certified nurses' instructional duties.

7.3.5 The building principal shall be responsible for all contracted RN's.

7.3.6 School Nurses shall be eligible for ten (10) extended contract days per contractual year.

7.3.7 The building principal in consultation with certified school nurse(s) shall provide input for evaluation of contracted RN's to the evaluating supervisor employed by the contracting agency.

7.3.8 This provision shall not prohibit the hiring of additional certified school nurses.

7.4. Employment of Retired Teachers

If the Board elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System (STRS), the conditions set forth in this section shall apply to the employment of these individuals:

7.4.1 For teachers re-employed by the Board on or after March 1, 2021, the salary to be paid the returning teacher shall be based on the appropriate placement on the current teacher salary schedule with a range between zero (0) and five (5) years of experience, and the employment of all retired teachers shall not be subject to Ohio Revised Code Chapter 3317 or any other Section of the Ohio Revised Code.

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

7.4.3 Each one (1) year contract shall automatically expire upon the completion of the contract year and it is not necessary for the Board to conduct evaluations in accordance with Ohio Revised Code §3319.111 nor to take formal action to not reemploy the employee pursuant to Ohio Revised Code §3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

7.4.4 Returning retirees are not entitled and/or are not eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.

7.4.5 In the event of a reduction in force, the re-employed teacher will not have any bumping rights under Section 7.10 of this Agreement.

7.4.6 Such employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract.

7.4.7 Re-employed teachers are eligible for sick leave accumulation commencing with the first year of such reemployment.

7.4.8 Re-employed teachers are not eligible to participate in any retirement incentive program.

7.4.9 Subject to these provisions, re-employed teachers are part of the bargaining unit.

7.4.10 Pursuant to the authority provided by Ohio Revised Code §4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, Ohio Revised Code §3319.11, Ohio Revised Code §3319.111,

Ohio Revised Code §3319.141, Ohio Revised Code §3319.17, Ohio Revised Code Chapter 3317, Ohio Revised Code Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

7.5. Employment of Temporarily Certificated/Licensed Employees

If an individual is initially employed by the Board to teach in an area for which he/she is not currently certificated/licensed and for whom the Board secures temporary certification/licensure, he/she shall be issued a one year limited contract. Such one year contract shall automatically expire upon completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor take formal action to non-renew the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract in the same manner as a supplemental contract.

This Section of the Master Agreement shall supersede and replace, where applicable, ORC 3319.08 and 3319.11.

7.6. Evaluation

7.6.1 Evaluation of members who are not subject to the Ohio Teacher Evaluation System ("OTES") and who are: (a) subject to potential non-renewal; or (b) identified for summative (decision-making) evaluations, shall be done according to Ohio Revised Code §3319.111. The forms to be used may be found in Appendix B.

7.6.2 Administrators shall observe all other members who are not subject to OTES a minimum of ten (10) minutes once every three years and shall write and deliver to such members an annual narrative by May 1. An evaluator or member may request a conference over the evaluation.

7.6.3 Unit members who are subject to evaluation under OTES shall be evaluated according to the Board's standards-based teacher evaluation policy, as it may be amended from time to time. The joint evaluation committee shall recommend updates and amendments to the Board's standards-based teacher evaluation policy, as required by law and/or as deemed necessary by the parties. The Board-approved standards-based teacher evaluation policy shall be considered part of this Master Agreement, and a violation, misinterpretation or misapplication of this policy is subject to remedy through the Grievance Procedure of this Master Agreement.

7.6.4 There shall be an evaluation committee, whose composition and purpose are as follows:

a. Four (4) members selected by the Superintendent

b. Four (4) members selected by the Association President

c. The committee shall be vested with the authority to study issues affecting teacher evaluation and make recommendations to the Association and the Board, as applicable.

d. The committee shall be charged with making recommendations to update and amend the Board's standards-based teacher evaluation policy, as required by law and/or as deemed necessary by the parties.

e. Participation on the committee shall be voluntary, with no expectation of additional compensation.

f. The Committee shall meet on or before August 31st of each year to recommend updates or amendments to the standards-based teacher evaluation policy.

7.7. Individual Teaching Contract Sequence

- One year limited
- One year limited
- Two year limited
- Three year limited, and subsequent contracts
- Board may alter sequence and award a one year limited contract to an employee eligible for a multiple contract in the event that employee has documented deficiencies in the performance evaluation.

Upon hire into the District as a resident educator, a unit member shall be employed under a series of one-year limited contracts until the unit member receives his/her five-year teaching license. Thereafter, the unit member may be awarded a two-year limited contract, and the contract sequence set forth above shall be followed.

Unit members hired into the District who possess a five year teaching license shall follow the contract progression set forth above.

7.8. Professional Personnel Records

7.8.1 Unit member personnel files will be maintained in the Superintendent's office on a current basis. These personnel records may include:

A. application for employment, including references;

B. copy of latest contract, properly signed;

C. copy of latest salary notice;

D. Ohio teaching certificate and/or license;

E. original or certified transcript of college credits showing the official record of the degree granted;

F. record of military service;

G. any other records deemed appropriate by administration, which do not violate other provisions of this Agreement.

7.8.2 No material from anonymous sources shall be placed in any teacher's file.

7.8.3 A teacher will be given a copy of any material that is to be placed in the teacher's personnel file simultaneous to or before its inclusion in the file. The teacher shall initial or sign the document acknowledging receipt. Initialing shall only mean that the teacher has seen the material in question and does not mean concurrence with the contents. The teacher shall have the right to attach a rebuttal to the material in question.

7.8.4 Each teacher will have access to the contents of his/her own personnel file. This file may be opened in the presence of a member of the Superintendent's staff; and a representative of the Association may, at the teacher's request, accompany the said teacher in such a review.

7.8.5 A teacher may be entitled to a copy, at no cost, of any material in his/her file except for material originally supplied to the administration as confidential prior to employment.

7.8.6 The Superintendent will review upon request any material contained in any personnel file, using the procedures set forth in Ohio Revised Code Chapter 1347.

Material will be removed from an employee's file by consent of the Superintendent or when a teacher's claim is sustained by the grievance procedure under the criteria of Ohio Revised Code Chapter 1347.

7.8.7 Except by mutual consent of the teacher and Superintendent, legally confidential materials of any teacher will not be opened to the public.

7.9. Job Sharing

A. Bargaining unit members who are qualified and certificated for the same position may apply on an annual basis and be granted, with the approval of the Superintendent, the opportunity to share a teaching position (for the full school year). The Superintendent shall take into consideration factors which include, but are not limited to: the needs of the District, the educational program, grade level, subject matter, schedules and compatibility (including the compatibility of teaching styles) of the participants. The Superintendent's decision as to whether to approve a job sharing proposal shall be final and not subject to appeal or the grievance procedure. Bargaining unit members shall not be required to engage in the job sharing program. Rather, only those who volunteer are eligible to participate.

B. Bargaining unit members who share a job shall each be credited with one-half (1/2) year of seniority and one (1) year of credit for salary schedule placement purposes.

C. Each bargaining unit member shall have the option each year of a job share of receiving any fringe benefits such as hospitalization, dental, etc., with the Board paying a portion of the single, single plus one, or family premium, as appropriate, prorated to the amount of time worked by the individual

employee holding the job sharing position. If one of two bargaining members sharing a position waives insurance coverage, the other bargaining unit member may request and shall receive the insurance he/she opts for in accordance with Section 10.3 of this Agreement. The Board's contribution on behalf of both employees in a job sharing position shall not exceed the Board's share of a family premium for one full-time equivalent position.

D. Participating bargaining unit members will waive their right to resume full-time employment until a full-time position becomes available for which they hold a valid certificate. If bargaining unit members on the recall list are similarly certificated, then District-wide seniority shall determine the order of recall to the full-time position.

E. Job sharing will not be permitted unless initiated by written request from both bargaining unit members who wish to share a position and unless said written requests are specifically approved by the Superintendent. Should one of the bargaining unit members resign, retire, die, or otherwise separate employment, the job sharing agreement will terminate at the end of the current school year (if possible), unless a suitable individual is available from the recall list or the remaining bargaining unit member can find a suitable replacement bargaining unit member willing to job share. Otherwise, the remaining bargaining unit member will have the option of accepting the position full-time or being placed on the recall list.

F. If either participant wishes to discontinue the job-sharing agreement, such agreement shall terminate at the end of the current school year. In such event, the unit member with the greater seniority shall have the right to continue in the full-time position, and the less senior unit member shall have the right to fill any vacancy for which they are licensed to teach. Should no vacancy exist, or should the displaced unit member voluntarily choose, such unit member shall be placed on the recall list according to the terms of Section 7.10 of the Agreement.

G. If the Superintendent should terminate an already existing job sharing arrangement, both parties shall be offered full-time positions, consistent with their existing certificates/licenses. If appropriate vacancies do not exist, the reduction-in-force provisions set forth in Section 7.10 of this Agreement shall apply.

H. If a bargaining unit member of the recall list declines a job sharing position, he/she will not waive recall rights and only after all appropriately certificated bargaining unit members on the recall list decline placement in the job sharing position, will other candidates be considered. (It is expressly understood and agreed that only if appropriately certificated, qualified, and compatible job sharing candidates are available will the Superintendent approve a job sharing request.)

I. The building principal shall provide an opportunity for the job sharing teachers to discuss scheduling needs. Total preparation time for job sharing bargaining unit members shall be equivalent to the preparation time

of a full-time bargaining unit member in that position. An attempt shall be made to divide the preparation time equitably between the job sharing bargaining unit members. The bargaining unit members involved in job sharing should, jointly with the principal, develop a plan for job sharing obligations (i.e., meetings, parent-teacher conferences, grading, progress reports, etc.). Each bargaining unit member shall share relevant information with the other bargaining unit members to ensure a successful job sharing experience for the students.

J. Any bargaining unit member entering into the job sharing program will remain in that job sharing position until the end of the school year. If for any reason, any member of a job sharing team is unable to remain in a job sharing position until the end of the school year, the other member of the job sharing team shall complete the year as a full-time teacher.

K. Bargaining unit members may wish to consult with the State Teachers Retirement System to determine the effect, if any, on their retirement benefits from job sharing.

7.10. Reduction in Force

7.10.1 Reasons for Reduction in Force

A. Staff reduction may be made for the reasons set forth by statute.

B. Further, the Board may make reductions for financial reasons under the following condition: A committee composed of not less than two (2) members of the Board, five (5) members of TEA assigned by the President, and the Superintendent as an ex officio member, shall meet to discuss reductions and make recommendations to the Board within reasonable time limits as established by the Board.

7.10.2 Procedure

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers in accordance with the recommendations of the Superintendent. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used, subject to the Superintendent's right of assignment:

A. First, position(s) vacated as a result of a voluntary resignation, retirement or death will not be filled.

B. Second, all contracts of reemployed retirees in affected areas shall not be renewed.

C. Third, contracts of members shall be reduced in the following order, based upon the teacher's most-recent rating on the Proficiency on Standards component of the OTES Final Summative Rating of Teacher Effectiveness:

1. Limited contract members who have a Proficiency on Standards rating of ineffective.

2. Continuing contract members who have a Proficiency on Standards rating of ineffective.

3. Limited contract members who have a Proficiency on Standards rating of developing.

4. Continuing contract members who have a Proficiency on Standards rating of developing.

5. Limited contract members who have a Proficiency on Standards rating of skilled or accomplished.

6. Continuing contract members who have a Proficiency on Standards rating of skilled or accomplished.

D. When staff reduction is necessary, the Superintendent shall give written notice of the intent to recommend the suspension of contracts to the members so affected ten (10) days prior to the Board action, and a list of all those affected shall be given to the Association. The Association President and the Superintendent shall confer on the reasons for such reductions and shall verify the seniority comparability listing. Following Board action, the Superintendent shall provide each teacher who was laid off with written verification of Board action within ten (10) days of said action.

E. For purposes of determining which evaluations are "comparable," all unit members rated accomplished and skilled shall be comparable to one another; all members rated developing shall be comparable to one another; and all members rated ineffective shall be rated comparable to one another.

7.10.3 Seniority

Seniority shall be as defined in Section 2.2 of this Agreement.

7.10.4 Seniority Lists

By November 1st of each year, the administration shall post in each building seniority lists by areas of certification which show seniority rankings and date of hire. A copy shall be given to the Association President. The Association shall have 30 days from the date of the Association President's receipt of the seniority list to notify the Director of Human Resources of any errors on the list.

7.10.5 Transfers

Each teacher involved in a staff reduction may request a transfer to another position within the District. When applicable, seniority provisions as described in this negotiated agreement will apply.

7.10.6 Insurances

Employees on layoff shall be permitted to continue their group insurance policies that they were enrolled in at the time of layoff, provided that they pay one hundred two percent (102%) of the cost of the premiums for such insurance, as provided by the Consolidated Omnibus Budget Reconciliation Act of 1986 and any amendment thereto. It shall be the individual's responsibility to see that the monies are paid to the Plan Administrator by the time said premiums are due; otherwise said member shall be dropped from said insurance. The employee must elect to continue the insurance coverage by giving written notice to the Board Treasurer within thirty (30) days of the Board's action pertaining to layoff. It is understood that the Board will assume no responsibility for any cancellations of insurance coverage as a result of the employee's failure to provide the written notice. It is also understood that this arrangement is only valid while the laid-off employee remains unemployed and within the federal guidelines pertaining to COBRA.

7.10.7 Recall

A. As positions become available, teachers who are reduced shall be rehired on the basis of his/her Proficiency on Standards rating. Seniority will not be the basis for recall except when the members' Proficiency on Standards rating are "comparable," as defined above.

B. Teacher on recall shall be required to respond to the recall notice within ten (10) calendar days of the mailing of the certified recall notice. In the event the teacher fails to respond to the recall notice within ten (10) calendar days of receipt, their recall rights shall be terminated.

C. If a teacher on layoff refuses the position offered by the Board for which he/she is certified, his/her layoff rights shall be terminated, unless such position is casual substitution or a position of lesser time than that vacated.

D. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of certification; and any desire to have their names removed from the recall list.

E. Limited contract teachers recall eligibility shall expire twenty-four (24) months after the date on which the Board took action to place the teacher on layoff.

7.11. Termination, Nonrenewal, and Employee Disciplinary Procedures

7.11.1 Termination of Contract

The termination of a contract during the term of such contract shall be for those grounds as set forth in Ohio Revised Code §3319.16. The procedures for termination of a contract shall be as described by Ohio Revised Code §3319.16.

7.11.2 Non-renewal of Limited Teaching Contract

A. The parties shall adhere to Ohio Revised Code §3319.11 for all procedural matters related to nonrenewals.

B. Evaluation for purposes of non-renewal and summative evaluations of identified staff members shall be pursuant to Ohio Revised Code §3319.111.

1. Non-renewals based on deficiencies in classroom performance shall be based upon evaluations.

2. Non-renewal for reasons other than classroom performance shall take into consideration the evaluation of the teachers.

C. Non-renewal shall not be used to accomplish reduction in force.

D. Reasons for non-renewals shall not be arbitrary or capricious.

7.11.3 Employee Disciplinary Procedure

The employee shall be given a verbal warning on the first offense and a written reprimand on the second offense; however, the Superintendent may immediately give a written reprimand or suspend without pay an employee in the case of serious infractions. A verbal warning or a written reprimand may be issued at the building level by either the principal or the Superintendent.

The Superintendent may suspend an employee without pay for up to ten (10) workdays for insubordination, neglect of duty, violation of rules and regulations of the Board, violation of administrative policies or directives, or for good and just cause as specified in Ohio Revised Code §3319.16.

Before any such suspension is imposed, the employee shall be provided with a hearing before the Superintendent. At such hearing, the employee will be given the opportunity to present evidence, explain, and/or rebut the basis for the suspension consideration. The employee may be represented by any Association Representative of his/her choice at the hearing. Following the hearing, the Superintendent will provide the employee with specific written reasons for the suspension.

Anonymous complaints shall not form the basis for the discipline of an employee.

ARTICLE VIII - WORKING CONDITIONS

8.1. Aide Assistance (Grade K – 12) Recess Duty

No teacher shall be required to monitor the cafeteria. All other duties in the school shall be rotated among the staff as determined by the Building Level Council.

8.2. Class Size/Teaching Load

8.2.1 Grades K – 2 Class Size

A. The optimum class size in kindergarten through grade two (k-2) shall be twenty-two (22) pupils per class. The maximum class size in kindergarten through grade two (k-2) shall be twenty-five (25) pupils per class. The Board shall continue to pay a stipend to the teacher as set forth in Section C below.

B. At grade levels where there is departmentalization, class size shall be based on the number of students in homerooms to allow for flexibility within the grade level.

C. The Board shall pay members ten dollars ($10.00) per day for each additional pupil if the class exceeds the maximum class size standard. The number of students shall be determined by the number of students listed on the teacher's official roster. If the number of students on the official roster goes above the maximum class size standard number, then the teacher shall receive overage payment beginning on the next paycheck. Students who spend sixty percent (60%) or more of their time out of the regular education classroom shall not count on the teacher's official roster for the purpose of determining class size language.

D. Special area teachers shall be compensated at ten dollars ($10.00) per pupil per day when their average class size per week exceeds thirty (30) pupils.

E. The administration will adjust class loads as equitably as possible within the School District and within each individual school building. The building principal and the Superintendent will assess the space available and make room assignments.

8.2.2 Grades 3 – 5 Class Size

A. The optimum class size in grades three through five (3-5) shall be twenty-two (22) pupils per class. The maximum class size in grades three through five (3-5) shall be thirty (30) pupils per class. The Board shall continue to pay a stipend to the teacher as set forth in Section C below.

B. At grade levels where there is departmentalization, class size shall be based on the number of students in homerooms to allow for flexibility within the grade level.

C. The Board shall pay members ten dollars ($10.00) per day for each additional pupil if the class exceeds the maximum class size standard. The number of students shall be determined by the number of students listed on the teacher's official roster. If the number of students on the official roster goes above the maximum class size standard number, then the teacher shall receive overage payment beginning on the next paycheck. Students who spend sixty percent (60%) or more of their time out of the regular education classroom shall not count on the teacher's official roster for the purpose of determining class size language.

D. Special area teachers shall be compensated at ten dollars ($10.00) per pupil per day when their average class size per week exceeds thirty (30) pupils.

E. The administration will adjust class loads as equitably as possible within the School District and within each individual school building. The building principal and the Superintendent will assess the space available and make room assignments.

8.2.3 Grades 6 - 12 Teaching Load

The average teacher load in grades six through twelve (6–12) shall be an average of thirty (30) pupils per class period. Excluded from this calculation will be physical education teachers, vocal music teachers, instrumental music teachers, and art teachers. If any teacher's class load exceeds this amount, he/she shall be paid a stipend of ten dollars ($10.00) per pupil per day for each additional student.

Determination for this stipend shall be made on the fifteenth day of each semester. Any enrollment fluctuations which occur after the date when the student load is determined will not change the count for that grading period.

Stipend payments will occur on the second payday in March for the first semester stipend amounts and on the second payday in June for the second semester stipend amounts.

Due to safety concerns, science lab classes at the high school shall be limited to a maximum number of students for whom lab seats are available.

8.2.4 Teacher Preparations & Stipends

A. The maximum number of preparations a teacher of English, math, science and social studies may teach per day is four (4). English, math, science and social studies teachers shall be paid a stipend of eighteen hundred dollars ($1,800) per semester for each additional preparation over three (3) that they are required to teach. English, math, science and social studies teachers may volunteer to teach more than three (3) preparations without compensation. The maximum number of preparations all other teachers may teach per day is five (5). Such teachers shall be paid a stipend of eighteen hundred dollars ($1,800) per semester for each additional preparation over four (4) that they are required to teach. Such teachers may volunteer to teach more than four (4) preparations without

compensation. It is understood that independent study periods and supervision of lab assistants will not be included in the count of distinct and different classroom teaching preparations. If a teacher volunteers to perform additional preparations, he/she must complete a Volunteer Form for each semester that he/she volunteers.

B. Stipend payments will occur on the second payday in March for the first semester stipend amounts and on the second payday in June for the second semester stipend amounts.

C. A teacher shall receive a one time stipend of $750 per semester should the teacher oversee one or more College Credit Plus classes.

D. A teacher preparation shall be defined as any class or course that is graded. Student questionnaire shall not be considered a graded class or course.

8.3. Copy of Teacher Handbook

Each principal will provide his/her staff and the Association with the school's Teacher Handbook at the beginning of the school year. Any change to those procedures distributed after September will be given to the Building Leadership Committee ("BLC") for its consideration prior to implementation.

8.4. Duties and Responsibilities of Teachers

8.4.1 Adherence to Written Contracts

Teachers are to follow the terms and conditions of their written contracts.

8.4.2 Assistance to Absent Students

The teacher is expected to give every reasonable assistance to help pupils in making up work which has been missed due to a pupil's long-term absence due to illness.

8.4.3 Attention to Health of Students

Teachers will make every reasonable effort to give careful attention to the health and comfort of the pupils under their care; to be alert for any symptoms of illness among pupils (including substance and physical abuse) and report this to the building administrator.

8.4.4 Class Sessions

Teachers shall keep their class in session each day during school hours and shall not dismiss them at any time without consent of the principal.

8.4.5 Handling of Records and Reports

Teachers shall keep all records and make all reports as directed by rules and regulations of the school district as required by the principal or Superintendent.

8.4.6 Homeroom Assignments

Teachers are subject to homeroom assignments and when so assigned they shall handle all details of records, attendance and other matters assumed by the homeroom. Teachers are also expected to share in supervising non-classroom activities during school hours.

8.4.7 Job Descriptions

A. If job descriptions for unit members are to be written, full input shall be provided by the Association.

B. Such job descriptions shall be limited to teaching and attendant professional duties.

C. Job descriptions for bargaining unit employees may allow input into interviewing of perspective personnel but shall not require the holder of the position to be involved in hiring, firing, assigning or formal evaluating of other members of the bargaining unit.

8.4.8 Lesson Plans

A. If requested, each teacher shall prepare and follow a daily lesson plan and schedule which shall be available for approval by the principal. A copy of this lesson plan and schedule shall be available for use by substitute teachers.

B. When writing lesson plans, teachers shall not be required to duplicate or copy information on goals and activities of lessons or units contained in teacher editions of assigned textbooks or in other curriculum guides.

8.4.9 Prohibition on Non-School Organization Activities

Teachers are not to promote, advertise, or sell tickets for any non-school organization during school time.

8.4.10 Teacher Absence from Class

Teachers shall not be absent from school without permission of the principal or Superintendent pursuant to Article IX of this negotiated agreement.

8.5. Freedom from Certain Clerical Duties

No teacher will be required to perform any clerical duties with regard to the school lunch program and/or selling of any item. An exception shall be performance of such duties in conjunction with a school field trip. Teachers will be expected to engage in clerical work directly related to the job responsibilities of a professional educator.

8.6. Freedom from Certain Medical Duties

Teachers shall not be required to administer medication to any student nor shall they be required to perform medical procedures such as catherization. However, teachers may

voluntarily assume administration of medication duties on field trips if properly trained per applicable law and Board policy.

8.7. Internal Substitution

Every reasonable effort shall be made to provide substitutes in the absence of a member of the bargaining unit. If a bargaining unit member is requested to substitute for another bargaining unit member or perform any duties during his/her planning time or absorb students of an absent teacher into his/her classes, the bargaining unit member shall be reimbursed for the period of time he/she supervises an absent teacher's students at the BA, Step 0 hourly rate of pay. If students are absorbed into multiple members' classes, the reimbursement shall be pro-rated among the members. In the event that no bargaining unit member agrees to substitute for an absent bargaining unit member or perform duties on his/her planning time or absorb students of an absent teacher into his/her classes, a bargaining unit member may be required to do so and he/she shall be paid at the BA, Step 0 hourly rate. The pay for the additional duty shall not be less than one (1) hour unless the payment has been pro-rated among multiple members. Also, no member at the middle school or high school shall be assigned or paid for more than two (2) periods of internal substitution per day. A form shall be filled out by the substituting teacher in order for payment to be made. A bargaining unit member may choose to voluntarily cover another bargaining unit member's class and not be reimbursed for the loss of planning time.

It is understood that this Section also applies to elementary teachers who lose a planning time block when art, music and/or physical education teachers are absent and substitutes have not been secured.

This Section applies to counselors, school psychologists and other members (who do not have planning time in their schedules) when covering for absent members.

8.8. Length of the Workday/Workweek

8.8.1 The teacher workday/workweek shall be eight (8) hours a day in length/forty (40) hours a week over a five (5) day workweek, including a continuous duty free lunch of at least thirty (30) minutes. The Board shall establish within the customary eight (8) hour day the starting and ending times for the teacher day to correspond closely to the student day. A teacher and building administrator may agree to allow a teacher to flex time to attend to extenuating circumstances. Within this time the teachers are expected to attend required faculty meetings, department meetings, committee meetings, IEP meetings, 504 meetings, open house, etc., and perform assigned duties.

8.8.2 Annually, the District Leadership Team may require teachers to attend one (1) additional after school building-wide/District-wide meeting. However, the teachers shall be paid at the BA, Step 0 hourly rate of pay for their attendance at this meeting.

8.8.3 If the Board proposes to require teachers to attend more than one (1) additional after school building-wide/District-wide meeting annually, it shall negotiate the proposal with the Association.

8.8.4 If the Association elects to opt out of the terms of this Section of the Agreement, the President shall serve notice in writing on the Superintendent of this intention. If the Board elects to opt out of the terms of this Section of the Agreement, the Superintendent shall serve notice in writing on the President of the Association of this intention. If either party serves notice on the other party of its intention to opt out of the terms of this Section of the Agreement, then, after thirty (30) calendar days have elapsed, the following language in effect during the 2000-2004 Agreement between the parties shall become effective:

A. The teacher workday shall be eight (8) hours in length, including a continuous duty free lunch of at least thirty (30) minutes.

B. Faculty meetings, department meetings, in-service meetings, curriculum meetings, IEP meetings, and other required meetings shall be held during the eight (8) hour workday. If meetings convene before or extend after the teacher workday, members shall be compensated at the BA, Step 0 hourly rate.

8.9. Physical Assault of a Teacher by a Student

A physical assault by a student against a teacher engaged in the performance of his/her duties and in the exercise of his/her lawful authority is considered a flagrant act of intolerable behavior calling for prompt and vigorous support of the teacher by school authorities. Giving due regard to the age and size of the offender, there is a clear and urgent necessity for using the strongest disciplinary measures. In case of physical assault the procedures to be followed shall include, but not be limited to, the following:

8.9.1 A teacher who has been physically assaulted shall make an immediate oral report to the principal or his/her designee. The teacher shall make a written report to the principal before leaving school that day or as soon as physically possible. The report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witnesses to the assault.

8.9.2 The principal shall notify the Superintendent regarding the assault. If the principal deems it necessary, the principal or his/her designee shall notify the police. In any case, the teacher acting in a personal capacity may notify the police if he/she judges such notification to be warranted.

8.9.3 At the teacher's request and in compliance with state and federal law, the accused student or students may be withdrawn from the affected teacher's class(es) immediately and detained by the building administrator pending an investigation with full consideration given to the possibility of suspension and/or expulsion.

8.9.4 The principal and/or his/her designees shall conduct a thorough investigation of the case. A report of the disposition will be filed with the Superintendent.

8.9.5 If court action results, the teacher shall be granted leave of his/her professional duties with no loss of pay for days in court or consultation as may be requested by counsel, the court, or law enforcement officers.

8.9.6 Whenever a certificated person is absent from school as a result of physical injury caused by an assault arising out of his/her assigned duties, he/she will be paid his/her full salary for the period of his/her absence due to physical injury up to a full school year. The absence will not be charged to his/her sick leave. The Board will grant assault leave until he/she is able to resume his/her duties.

8.9.7 The Board and school administrators will cooperate in every reasonable way with teachers who sustain injuries from physical assault as cited above. It should be understood that, when a physical assault occurs, the teacher has the right to use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, or for the protection of persons or property as provided by the Ohio Revised Code. The teacher may also obtain assistance.

8.10. Planning Time

8.10.1 The maximum student contact time (instruction and/or intervention) for all teachers shall be one thousand six hundred and fifty (1,650) minutes per week.

8.10.2 The minimum planning time for all teachers, which shall be scheduled within the student day in blocks of no less than twenty (20) minutes, shall be two hundred fifty (250) minutes per week. "Student day" for the purpose of this section shall be defined as the duration between the time the students are dropped off by the buses and the time the students depart on the buses.

8.10.3 Other time shall be considered auxiliary time which may be used for class changes, the assignment of duties (excluding cafeteria duty), meetings, team planning, in-service.

8.10.4 Elementary art, music, physical education, and special education teachers will have weekly planning time no less than that of regular classroom teachers in their respective buildings.

8.11. Provisions Affecting Students with Special Needs

8.11.1 Definition of Terms

A. An IEP shall refer to a student's individualized education program.

B. Identified Students or Students with Special Needs shall mean those students who have special needs which are addressed on an IEP.

8.11.2 Students with Severe or High Needs

If an identified student at the elementary level is determined by the IEP team and the Director of Student Services to be a student with severe or high needs, the class size limit for the class in which the student is enrolled shall remain below or at the optimum of twenty-five (25) until all other classrooms reach the optimum limit of twenty-five (25). Once the optimum is reached in all classrooms, the classroom in which the student with severe or high needs is enrolled will be the

last classroom to receive an additional student(s). Any child enrolled in a classroom will not be removed due to a newly enrolled or newly identified special needs students.

8.11.3 Release Time

A. Release time will be given to special education teachers for IEP preparation. One (1) day will be given for the preparation of one (1) to twelve (12) IEP's. Two (2) days will be given for the preparation of over twelve (12) IEP's. Teachers shall submit a request to use release time to their building principal at least 10 calendar days in advance of the requested day. Absent extenuating circumstances, release days shall not be used in May unless approved by the building principal.

B. One (1) day of release time shall be provided so that the special educators in each building can meet with each other to match student needs with services and to schedule the students in the least restrictive environment.

C. Release time will not be counted against professional leave.

8.11.4 Medical Support Services and Procedures

A. When specialized medical services are required for a student, the Board will assign an educational assistant or a school nurse to perform said medical services. Said educational assistant will be trained by the school nurse.

B. Except for school nurses, or their trained representative(s) or designee(s), bargaining unit members shall not be custodians of medication, nor shall they be required to dispense medication to students.

C. Except for school nurses or their assigned representatives, bargaining unit members shall not be required to perform complex, specialized medical procedures, such as giving students injections, inserting catheters or feeding tubes, or aspirating airways.

8.12. Provisions for Absence of Principal

It may be necessary from time to time for a building principal and/or assistant principal (if applicable) to be absent from the building while school is in session. In the event that there is no administrator who can serve for the principal, the principal shall designate one (1) staff member in the building to act in his/her capacity during the absence. Preference should be given to any teacher who holds a current administrative license. This provision shall not apply to long-term substitutes (i.e. placement for two consecutive days or more) for a building administrator. The unit member selected must work in the building that the administrator is absent. The teacher so designated shall be relieved of his/her teaching duties when the principal is to be absent for a full day. By mutual agreement, however, said teacher may also remain at his/her teaching station while acting in the principal's capacity.

8.13. Resolving Complaints Against Teachers

Community and school relations should reflect an attitude of mutual concern and cooperation in the constant attempt to provide the best possible learning situation for the students. However, complaints and misunderstandings are inevitable. Initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal and other appropriate staff personnel. If the complaint cannot be settled informally, the following procedures shall be followed:

8.13.1 The building principal will inform the classroom teacher of the nature and cause of the complaint directed toward him/her if the principal deems the complaint to be of a serious or repetitive nature. The administrator shall offer every reasonable assistance to the teacher.

8.13.2 At the request of the complainant or teacher, a meeting of the teacher, principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.

8.13.3 If the complaint is not resolved at that level, it may be appealed to the Superintendent of schools or his/her representative who will investigate the complaint and consult with the parties and attempt to resolve the issue.

8.14. Prohibition Against Use of Tobacco, Vapes and Related Products

Bargaining unit members shall refrain from using products that are banned by the Board while on school property or at any curricular or extra-curricular activity of the District, regardless of location. If BCHP institutes a smoking withdrawal program, and if the employee is required to contribute to the cost of said program, the Board shall pay up to twenty percent (20%) of this cost on a one-time basis.

8.15. Student Disciplinary Procedures

The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the teacher to provide a classroom learning situation which provides an atmosphere for learning to take place. When it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher and principal, or in the case of a student with a disability, the student's IEP team, to find a reasonable solution to the problem. The rules and regulations governing discipline and procedures for student control shall be reviewed periodically by the faculty and administration of each building. Building code of conduct regarding discipline shall be presented to each teacher at the beginning of each school year.

8.16. Student Teachers and Observers

The Board and Association recognize the value of members of the bargaining unit assisting student teachers in becoming competent professionals. Therefore:

8.16.1 Candidates for student teaching and students in the observation program shall be equitably assigned to the individual schools. No member shall be assigned a student teacher or observer without that member's prior consent. Further, no member shall be assigned a student observer without the member's knowledge.

8.16.2 Within each building, cooperating and supervising teachers shall be chosen on an equitable basis within each grade level and/or department from a list of volunteers who meet the college and/or university requirements for cooperating and supervising student teachers.

8.16.3 Each member may add or delete his/her name from the volunteer list at any time upon written notice to his/her principal, and a copy of said materials will be given to the principal at the time of its distribution to teachers.

8.16.4 Teachers who refuse to participate in the student observation program will not be permitted to have a student teacher.

8.17. Teacher Involvement in Parent and Student Activities

It is valuable that teachers associate with children and parents in a number of functions and at special interest clubs, dances, chaperoning children on buses, athletic activities and P.T.A. meetings.

8.18. Teaching Equipment

8.18.1 Every reasonable effort will be made to provide adequate equipment, supplies and materials.

8.18.2 Teachers will have at least one (1) room of appropriate size, adequately furnished and vented to be used as a faculty lounge in each building.

8.18.3 All teachers will have a desk and a quiet area in which to work.

8.18.4 Principals shall arrange for any equipment, books, furniture and supplies which must be moved to be in the teacher's classroom.

8.19. Work Year

8.19.1 The contract year for teachers shall be one hundred eighty-two (182) days. The contract year for new teachers in the District will be one hundred eighty-four (184) days. The contract year for new teachers to the profession will be one hundred eighty-five (185).

8.19.2 The standard work year shall consist of:

A. One (1) teacher workday prior to the beginning of the student school year. This day will begin at 8:00 a.m. and may include a brief District-wide general meeting called by the Superintendent. Building level meetings will be conducted by the principals. Each principal shall make all reasonable efforts to keep the building level meeting as short as possible to maximize the amount of room time for teachers.

B. One (1) teacher directed workday at the beginning of the school year void of any District or building-level meetings. One (1) teacher directed workday after Winter Break void of any District or building-level meetings. Personal leave days shall not be approved on these days, except in cases of emergency.

C. A teacher workday at the end of the school year.

D. There shall be three (3) in-service days established in the school calendar.

E. The school year shall contain two (2) parent conference days. It is understood that the administration may schedule the two (2) parent-teacher conference days over four (4) half-day blocks to enable parents to attend during a consecutive evening or morning time period. The total staff time for such conferences, however, will not exceed two (2) workdays. Should the Board schedule evening conferences, the compensatory days shall be the Wednesday before Thanksgiving Day and Good Friday or Easter Monday if spring break is scheduled the preceding week.

8.20. Use of Building Cameras

It is not the intent of the Board to utilize the footage from the building cameras located throughout the District for the purpose of disciplining staff members. However, nothing contained herein will limit the Board from considering evidence obtained from these cameras as part of a disciplinary investigation.

8.21. Resident Educator Program

8.21.1 A. The Board will follow Ohio law governing the Resident Educator Program to assist beginning teachers with mentoring and professional development as they start their education careers.

8.21.2 Selection Criteria for Mentor Teachers

The mentor teacher must:

A. Have successfully passed RESA (Resident Educator Summary Assessment) with a most-recent final summative evaluation rating of skilled or accomplished, or have a minimum of five (5) years teaching experience in the District with a most-recent final summative evaluation rating of skilled or accomplished;

B. Hold a valid teaching certificate/license and preferably be teaching or have taught in the same area of certification as the resident educator;

C. Have met expectations on evaluations of teaching performance conducted by the Talawanda City Schools;

D. Possess strong interpersonal skills and good organizational skills;

E. Be competent in the areas of observation, effective feedback skills, questioning skills, and conferencing skills;

F. Be professionally ethical;

G. Be willing to continue professional growth through participation in the mentor trainings required by the Ohio Department of Education; and

H. Pass the required state assessments.

8.21.3 Selection and Assignment Process

A. Prior to the close of the school year, the Human Resources office will issue a general posting soliciting applicants to be mentor teachers, after collecting intent forms from incumbent mentors.

B. Members who respond to the posting will receive an application from the Superintendent or designee which shall be completed and submitted.

C. The final selection and assignment will be made by the Superintendent or designee in conjunction with the building principal.

D. Mentor assignment shall be made as staffing requirements are met and new teachers identified by building assignment.

E. The mentor teacher and resident educator shall be from the same building whenever possible.

F. One mentor teacher shall be assigned to each resident educator whenever possible for at least year one (1) of each resident educator's program.

G. The mentoring assignment is a one-year assignment. However, it is preferable to keep the same mentor and resident educator working together for the duration of the program, where possible.

H. During the first six weeks of the mentor/resident educator relationship, the resident educator may make a request to the mentor/resident educator team to work with a different mentor.

8.21.4 Duties of Program Participants

A. Mentors

Each mentor teacher will:

1. Attend a mentoring orientation session and the training sessions as applicable;

2. Carry out the tasks necessary to implement the resident educator mentoring program as prescribed by the Ohio Department of Education and the Talawanda City Schools as described herein;

3. Collaborate in good faith with the assigned resident educator;

4. Report directly to the Superintendent's designee on a monthly basis;

5. Not be a part of the evaluation process for the resident educator as described in this contract; and

6. Assist the resident educator in the orientation to the operations of the building and his/her responsibilities.

B. Resident educators

Each resident educator will:

1. Seek assistance and support from assigned mentor teacher;

2. Participate in activities of the resident educator mentoring program; and

3. Collaborate in good faith with the assigned mentor teacher.

8.21.5 Resident Educator Program Design

A. The mentoring program will provide resident educators with the following:

1. Orientation to the policies, procedures, curriculum, and instructional resources of the building and District;

2. Observation, feedback, and support, not evaluation;

3. Assistance in the improvement of instructional skills and classroom management;

4. Professional development activities focusing on classroom climate, student motivation, time/stress management, learning styles, and assessment and intervention, among others;

5. A positive role model, learning partner, and coach; and

6. Professional support and networking.

B. Mentors shall not be a part of the evaluation process as described in this contract for the resident educator.

8.21.6 Compensation

A. Mentor teachers shall be compensated per resident educator. Mentor duties automatically terminate at the end of the school year and notice of nonrenewal is not required.

B. A substitute teacher will be provided to release the mentor and resident educator each from teaching duties up to the equivalent of three (3) days per year to allow for observation, consultation and assistance.

C. Annual stipends paid to mentor teachers shall be as follows:

$750.00	year 1
$500.00	year 2

8.21.7 Program Review/Revisions

A committee representing mentors for resident educators, resident educators, the Superintendent or designee, and the Association shall be formed at the end of each school year to assess and evaluate the program. Recommendation shall be submitted in the form of a written report to the Association President and the Superintendent.

8.22. Pre-Employment Drug Testing

Prior to the first time an employee performs duties for the Board, the employee must undergo testing for controlled substances and alcohol. This requirement pertains to all new hires. The Board is under no obligation to hire any applicant who fails a drug or alcohol test. Employment may be conditioned upon passing a drug test upon initial employment.

8.23. School Closure and Remote Learning

A. The Superintendent may close one or more school buildings of the District because of disease epidemic, hazardous weather conditions, law enforcement emergency, inoperability of school busses or other equipment necessary to the school's operation, damage to a school building, temporary circumstances due to utility failure which render a school building unfit for school use, or other public calamity.

B. A two-hour delay or two hour early dismissal shall count as a school closure for half-day programs affected by the delay or early dismissal.

C. Per R.C. 3319.08, employees will be paid for all time lost when the schools in which they are employed are closed by the Superintendent, as set forth in Section A.

D. Employees shall not be required to report to their school buildings on the first five (5) days in a school year in which the schools are closed by the Superintendent, as set forth in Section A.

E. The Superintendent, after 5 days in which school is closed due to calamity in a school year, may order employees to provide student instruction through remote and/or technological means, and/or may order employees to participate in professional development, training, and other activities associated with their jobs. This is in addition to the Superintendent's right to require employees to provide in-person student instruction to make up lost instruction in excess of 5 calamity days per school year.

F. On or before April 15th of each year, the BLT in each building shall develop a remote instruction plan for the following school year. This plan shall then be submitted to the DLT for review and possible amendment. The DLT's recommendations shall be submitted to the Superintendent on or before May 30th for consideration for the following school year.

G. The DLT is comprised of administrators and other staff as determined by the Superintendent, with the caveat that, for calamity day discussions, there shall be representation from TEA on the DLT. The BLT is comprised of grade level chairs, department heads, counselors, administrators, and other staff members as determined by the building principal.

ARTICLE IX - LEAVES OF ABSENCE

9.1. Association Related Meetings

9.1.1 The local Association President and officially elected delegates or alternates may attend the annual OEA/NEA Representative Assembly by informing the Superintendent's office at least two (2) weeks prior to the assembly.

9.1.2 The Board is not obligated for any expenses related to the assembly except to provide release time for said President, delegates or alternates.

9.1.3 The Board shall be responsible for providing substitute teachers in the absence of said President, delegates, or alternates.

9.1.4 The Association shall collectively be granted release time up to-twelve (12) days to do Association work. After the third release day is taken, the Association will reimburse the District for the pay of the substitute teacher if one is hired to work for the absent Association representative. Approval from the Superintendent will be needed if three (3) or more consecutive days are desired.

9.2. Child Care Leave

9.2.1 Upon request, a teacher shall be granted a leave of absence, without pay, to care for a newly born infant, the placement of a child for foster care, or newly adopted child for up to, but not more than, one (1) work year as requested by the teacher.

9.2.2 The teacher shall request said leave in writing at least sixty (60) days prior to the anticipated date of the birth of the baby and, in the case of adoption, when notice of adoption is received. The leave request shall specify the beginning and ending dates of the leave.

9.2.3 Each teacher on child care leave shall have the right to participate in any or all the group insurance plans. The Board will continue to pay its share of the premium(s) as specified by the Family and Medical Leave Act of 1993. When this leave is exhausted, the employee may continue to participate, provided he/she pays to the Board's Treasurer in advance each month the full premium(s) due for the insurance(s) desired.

9.2.4 The teacher returning from childcare leave shall be returned to a teaching position for which he/she is certificated.

9.2.5 The teacher returning from childcare leave shall neither gain nor lose seniority. In addition, his/her use of leave shall not affect his/her placement on the salary schedule.

9.3. Family and Medical Leave

9.3.1 The Family and Medical Leave Act applies to eligible members of the bargaining unit.

9.3.2 A year shall be defined as July 1 through June 30.

9.4. Jury Duty/Court Appearance Leave

9.4.1 Days of absence under jury duty shall be fully paid days and shall not be deducted from sick leave accumulation.

9.4.2 Absence for jury duty is permissible. After absence for such duty, either reporting or serving, employee shall return payment received for such services to the Board Treasurer's office and at the next regular pay period receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose.

9.4.3 In all cases where professional staff members are subpoenaed or summoned to appear for Grand Jury hearings or to appear in any court in cases in which they are not parties, they shall be paid the difference between their witness fee and the normal salary for the period of absence.

9.4.4 The Superintendent or his/her designated representative may authorize absences for other justifiable emergency reasons. The reason for such request will be stated in writing.

9.5. Leaves Other Than Sick Leave

9.5.1 The remaining leave provisions in this agreement will be applicable to all regular professional teaching staff members. Professional staff working less than half-time (20 hour per week) shall not be afforded these leave benefits.

9.5.2 All other leaves herein shall be separate from sick leave.

9.5.3 The employee may appeal to the Superintendent in writing for special consideration for sick leave for reasons not spelled out.

9.6. Notification of Return from Unpaid Leave

When a unit member intends to return from unpaid leave, he/she shall notify the Superintendent no later than the last day of the school year in which the teacher was on leave to verify his/her intent to return. Failure to give such notice will result in the unit member forfeiting his/her right to return. The Superintendent may grant exceptions to this in extraordinary circumstances.

In order to accomplish this notification, the Board shall send by certified mail, one hundred twenty (120) days prior to the end of the leave, a form to be returned within thirty (30) days of receipt indicating the teacher's intention of returning to active service.

9.7. Other Leaves

9.7.1 Written requests for leave of absence may be granted for exchange teaching in a foreign nation. Leave will be for one (1) year and may be extended for a second year upon reapplication.

9.7.2 Upon or prior to the expiration of sick leave the employee who is ill may request a leave of absence for personal illness without pay. A doctor's statement requesting

the granting of said leave must accompany each application. Nothing in this Section will be construed to preclude a teacher from returning to active employment from leave status at or after the termination date of their leave with a doctor's statement of approval.

9.7.3 Other leaves not covered by this Section may be granted by the Superintendent based upon their individual merit.

9.8. Personal Leave

9.8.1 Unless otherwise stated below, three (3) days of unrestricted personal leave with pay, shall be granted to employees annually. An employee may carry forward up to two (2) days of unused personal leave, not to exceed the use of more than five (5) days in any given school year. The use of this personal leave is subject to the following conditions:

A. Written requests for the use of all personal leave days on the Board-approved personal leave form shall be given to the principal, who will make a recommendation to the Superintendent five (5) workdays prior to the leave. The Superintendent will make a final decision on all personal leave requests.

B. Except in cases of emergency, unrestricted personal leave is not to be used during the first ten (10) days of school, during assessment week(s), or on parent-teacher conference days or District-wide in-service days pursuant to Section 8.20.2. The Superintendent may approve exceptions to the restrictions in this subsection.

C. A unit member shall provide his/her building principal with written reasons to support a request to use personal leave day(s) in May. Only necessary personal business that cannot occur outside school business hours shall be approved.

D. Except in cases of emergency and/or unusual circumstances, not more than ten percent (10%) of the teachers in one (1) school or four (4) total teachers in one (1) building, whichever is greater, will be granted personal leave for the same day. The Superintendent may approve exceptions.

E. Employees requesting personal leave will not be required to give verbal reasons for the request, unless the request falls at times subject to the restrictions of this section of the Agreement.

F. The Superintendent may grant additional unpaid personal leave days. The decision to grant or not grant unpaid personal leave days shall not be subject to a grievance or unfair labor practice.

9.9. Professional Improvement Leave

9.9.1 A teacher who has completed five (5) years of service in the Talawanda City School District may, with permission of the Board, be entitled to take a professional improvement leave of absence with part pay equal to the difference between the

substitute's pay and the teacher's expected salary, for one (1) or two (2) semesters, subject to the following requirements:

A. An application must be submitted by March 1 of the school year prior to beginning of leave.

B. A plan of study in education must be approved by the Superintendent.

C. The teacher must provide evidence at the conclusion of the leave that the plan was followed and credit received.

D. The teacher must agree to work for Talawanda School District for one (1) year following completion of the leave.

E. Not more than three percent (3%) of the teaching staff may be on leave at one time.

F. This leave is subject to all other provisions of Ohio Revised Code §3319.131.

9.9.2 An unpaid sabbatical leave may be granted for up to one (1) year for a teacher who has taught in the Talawanda School District for five (5) years or more subject to the following requirements:

A. An application must be submitted by April 1 of the school year prior to beginning of leave.

B. A plan of study in education must be approved by the Superintendent.

C. The teacher must provide evidence at the conclusion of the leave that the plan was followed and credit received.

D. No more than five percent (5%) of teaching staff may be on leave at one time.

E. The teacher shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, major medical, and life insurance provided the teacher pays to the Treasurer in advance each quarter the full amount of the premium for such coverage.

9.10. Professional Meetings

9.10.1 Expenses for members of the Association bargaining unit for travel, meals, and/or training in conjunction with their duties will be paid by the Treasurer on behalf of the Board for a maximum of up to three (3) days as follows:

A. Registration fees or charges for conferences, conventions, seminars, workshops, and training shall be paid.

B. A daily per diem allowance will be made in accordance with the Meal and Incidental Expense (M&IE) rate as published in the Internal Revenue Service Publication 1542 for all overnight travel. A per diem for lunch shall

be provided in accordance with the Meal and Incidental Expense (M&IE) rate for lunch as published in the Internal Revenue Service Publication 1542 for all overnight travel for a one (1) day seminar or training program will be provided when lunch is not included in the registration cost of that seminar or training program.

C. Mileage shall be paid at the then current rate allowed by the Internal Revenue Service for the standard mileage rate deduction for income tax purposes, provided that such mileage reimbursement shall not exceed the cost of round trip airfare to the seminar or program if vehicle mileage for the found trip exceeds five hundred (500) miles.

D. Standard-rate, single-occupancy hotel or motel charge shall be paid.

E. Public transportation and rental vehicle expenses shall be paid.

F. The Board will pay meal and registration costs for attendance at meetings of local and community not-for-profit organizations for members approved in advance by the Superintendent or designee, when meetings are attended as representatives of the District, in amounts not to exceed the IRS per diem rate for the locality where the meeting occurs. Charitable donations and/or fundraising expenses are not reimbursable.

9.10.2 Reimbursement requests are to be made on the Board-approved reimbursement request form. Expenses shall be verified by the member submitting itemized expenses with receipts for items specified in subsections (A), (C), (D), and (E) with thirty (30) days of completion of the seminar or program. Item (B) may be paid only when item (D) is required. Itemized receipts for item (B) are not required.

9.10.3 In the event of overpayment of estimated expenses, the member shall deliver payment for the difference when filing his or her expenses. In the event of underpayment, the Board shall issue a check for the difference within forty-five (45) days after the filing of the itemized expenses.

9.10.4 All travel expenses and registration fees or charges for all training or seminars must be approved by the Superintendent or designee for all members. The Superintendent or designee reserves the right to approve travel expenses at a rate less than specified in this policy where limited resources are available. Should the Board determine that the payment of professional meetings be eliminated, the Superintendent may approve professional days for members by providing substitutes and no additional compensation. It will be the responsibility of the Treasurer to monitor all expenses, reports, and reimbursements in accordance with this policy. Gratuities are excluded from reimbursement.

9.10.5 This provision does not apply to or provide for tuition reimbursement for the cost of higher education of any member and does not supersede or affect any other contractual obligation of the Board.

9.10.6 Requests for attendance at professional meetings must be submitted to the District's central office. Such requests must reach the central office not later than

(3) weeks prior to the date of departure. The District shall respond to the request within ten (10) days of the receipt of such request.

9.10.7 Visitation of other classrooms will be considered as a proper professional leave request.

9.10.8 Written reports of meetings attended may be required by the Superintendent. Additionally, members are expected to share with their colleagues the information they have learned at approved conferences, conventions, seminars, workshops, and training.

9.10.9 Additional professional meeting days and compensation may be granted by the Superintendent where special circumstances exist.

9.11. Sick Leave

9.11.1 Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1-1/4) days of sick leave shall be provided to members of the bargaining unit for each completed month of employment up to fifteen (15) days per year.

9.11.2 All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this Agreement. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio. Sick leave up to a total of one hundred fifty (150) days shall be allowed for teachers who come from other states where such leave has accumulated under the laws of that state and is certified by the proper school official. In no event shall sick leave accumulate at a faster rate than that allowed by Ohio law.

9.11.3 On reporting to duty each employee shall be credited with five (5) days sick leave as prescribed by Ohio Revised Code §3319.08 and §3313.21. These five (5) days are construed as being concurrent with, but not in addition to the one and one-fourth (1-1/4) days allowed under Ohio Revised Code §3319.141.

9.11.4 At the completion of the fifth month of service and the completion of each month of service thereafter, one and one-fourth (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered, up to a maximum of two hundred (200) days. A retiring employee who has accumulated the maximum number of sick leave days and who serves notice on the District that he/she is retiring shall be granted up to fifteen (15) days of sick leave above the maximum to draw upon under the provisions of this Section of the Agreement. However, if any such employee's sick leave usage exceeds five (5) days during the year prior to his/her retirement, he/she may be required to provide the District with a doctor's verification for the use of sick leave.

9.11.5 The same accrual of one and one-fourth (1-1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

9.11.6 Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but with the limitations hereinafter stipulated and for the following causes:

A. Illness or injury for employee, spouse or child.

B. Exposure to contagious disease which could be communicated to others.

C. Death of father, father-in-law, mother, mother-in-law, spouse, child, ward, grandchild or a person who lives continuously with the employee as a member of his/her immediate family.

D. Death of sister, brother, sister-in-law, brother-in-law, aunt, uncle, grandparent, stepparents, or stepchildren - five (5) days maximum. Additional days may be granted by the Superintendent.

E. Child Birth Leave. Twelve (12) weeks for the mother and/or father. Additional sick leave may be used for child birth related medical conditions that are certified by a physician or other healthcare provider. Such leave shall run concurrent with FMLA leave.

F. Serious illness in the employee's immediate family which includes father, mother, or a person who lives continuously with the employee as a member of his/her immediate family - until the crisis has passed. The Superintendent shall grant exceptions to this when the employee is the caretaker of another individual whose presence is necessary as certified by the ill person's attending physician.

G. Adoption – Twelve (12) weeks for the adoptive parent(s) of the child. Such leave shall run concurrent with FMLA leave.

H. Foster Care Leave – Members shall be permitted to use up to five (5) total days of paid sick leave to manage and attend to the needs of providing foster care to a child. The member must seek pre-approval by building administration and shall produce a court or other agency order to corroborate the child’s placement.

9.11.7 Employees shall be required to sign a District form which certifies the use of sick leave. Failure to submit said form will result in pay being withheld for the pay period in question. Attached to the paycheck shall be a notice from the Treasurer's office stating that the pay has been withheld because the Treasurer’s office failed to receive the employee's sick leave form. The notice will further state that if the Treasurer's office has not received the sick leave form within fourteen (14) days following receipt of the notice, the day in question shall be designated as an unpaid leave day. The employee may be asked to list the name of the physician, if one has been seen by the employee during the illness, as prescribed by Ohio law. (See Appendix F)

9.11.8 Deductions of sick leave due to use will be in one-half (1/2) day blocks as follows: up to four (4) hours, one-half (1/2) day; over four (4) hours, one (1) full day.

9.11.9 When an employee has exhausted his/her sick leave, the employee may request of the Superintendent an advancement of sick leave days. When the Superintendent has reason to believe that the employee will repay the advanced leave, an advancement of up to five (5) days shall be granted.

9.11.10 Medical Examinations

A. If a teacher is required by the Board to receive an examination for justifiable reasons, he/she may request an examination by the school physician at the Board's expense. The results of these examinations shall be deemed confidential to the extent permitted by law.

B. The examining physician's report will be sent to the Superintendent.

9.11.11 When the Superintendent/designee determines that potential abuse of sick leave may exist, a meeting will be arranged with the employee, appropriate personnel, and a representative of the Association. The purpose of the meeting will be to discuss the potential abuse of sick leave and to provide the employee an opportunity to explain, rebut or refute the suspected abuse. If a satisfactory explanation is not provided, action will be taken by the Board, including, but not limited to corrective counseling and progressive discipline.

Falsification of the written, signed statement of sick leave shall be grounds for disciplinary action, including dismissal. In addition, employees who fail to comply with the sick leave rules and regulations shall not be paid.

9.12. Sick Leave Bank

9.12.1 A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.

9.12.2 A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TEA President, one which shall be a District nurse. The duties of the Oversight Committee shall include the following:

A. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;

B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

C. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);

D. Monitoring of all usage of days from the Sick Leave Bank;

E. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

9.12.3 A member must meet all of the following requirements:

A. The member's personal sick leave accumulations must be exhausted;

B. The need for additional sick leave must be based upon a catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy;

C. A physician must verify in writing the member's need to be off work.

9.12.4 Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days, but may not take more than one (1) contract years' worth of sick leave bank days during their employment with the Board, within the last (7) seven years. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

9.12.5 Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one (1) day per person.

9.12.6 All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

9.13. Unpaid Leave

Teachers shall be permitted to have up to fifteen (15) total days of unpaid leave during the entire term of this Agreement under the conditions specified below:

9.13.1 Under normal circumstances, unpaid leave should not be used during the first five (5) days of school, the last five (5) days of school, on parent-teacher conference days, on District-wide in-service days, or on the day before or day after any holiday or vacation period. No more than five (5) members shall use unpaid leave on any day during these restricted times. Applications shall be approved on a first come, first served basis. The Superintendent may approve exceptions.

9.13.2 For a leave of five (5) days or more, the teacher must satisfactorily demonstrate to the Superintendent in writing that the unpaid leave request will likely result in some benefit to his/her classroom performance.

9.13.3 Unpaid leave requests must be turned in to the Superintendent five (5) days in advance. The Superintendent may consider exceptions.

9.13.4 Not more than ten (10) percent of the building or four (4) teachers, whichever is higher, shall use unpaid leave on any given day.

9.13.5 Unpaid leave is not to be used as a substitute for sick leave.

9.13.6 Teachers who take unpaid leave pursuant to the terms of this Section will have his/her pay reduced by one-one hundred eighty-fourth (1/184) for each day missed.

9.13.7 It is understood that unpaid leave will be granted to the first five (5) teachers who apply within the time limitations specified in Section 9.13.3 of this Section. It is further understood that teachers desiring such leave are to make sure the Superintendent is in receipt of a written application within the time limitations specified in this Section.

ARTICLE X - SALARY AND BENEFITS

10.1. College Course Reimbursement

10.1.1 During the contract year which begins August 1 and ends July 31, the Board will make available a supplemental fund of one thousand dollars ($1,000) each school year per teacher to a maximum equal to the BA, Step 5 base salary which will be applied toward costs related to college courses he/she has completed, in which a grade of "B" or better is earned, provided he/she is enrolled in courses approved in advance by the Superintendent that is related to the unit member's field of teaching and/or area of refinement noted in the unit member's performance evaluation/improvement plan. Such approval in advance must be secured fourteen (14) days prior to the first day the course begins.

10.1.2 A teacher must be employed by the District for two (2) consecutive semesters to be eligible to participate in the above program.

10.1.3 If a teacher takes a summer school course, he/she must return to the District in the fall or he/she will not receive reimbursement.

10.1.4 Payment for college course reimbursements shall be made two (2) times during the calendar year - in November and March, subject to the maximum set forth in Subsection 10.1.1 above, on a first come/first served basis.

10.1.5 Application for approval and reimbursement shall be made on District forms.

10.1.6 The employee will provide the Superintendent with a copy of the grade report for the course(s) taken. The Treasurer will be provided with a copy of the registration receipt for the course(s) taken.

10.1.7 Column advancement on the salary schedule for earning additional education will be granted as follows:

A. To advance onto the Bachelor's + Column(s), undergraduate and/or graduate level coursework related to the unit member's field of teaching and/or area of licensure will be accepted. Only coursework earned after receiving Bachelor's degree will be accepted.

B. To advance onto the Master's and Master's + Column(s), only graduate-level coursework related to the unit member's field of teaching and/or area of licensure will be accepted. Only coursework earned after receiving Master's degree will be accepted to advance to the Master's + Column(s).

C. Advancement on the salary schedule for the current school year will occur if verification of additional credits earned for coursework is received by the Superintendent no later than September 30. Receipt after September 30 will result in advancement starting with the following school year.

10.1.8 Employees working less than half-time (20 hours per week) shall not be eligible for the benefits contained in this Section.

10.2. Individual/Small Group Instructors Salary, Benefits, and Working Conditions

10.2.1 For employees hired after March 1, 2021, the hourly rate for I/SG's shall be determined by dividing the appropriate placement on the salary schedule by one hundred eighty-four (184) days, then dividing that figure by eight (8.0) hours. The appropriate placement on the salary schedule will be as follows:

Less than 30 hours per week	B.A. 0-Step
30 hours or more per week	Based upon experience and education

10.2.2 If a student is absent from a scheduled instructional session for any reason other than expulsion or disenrollment, the I/SG shall be paid for the time assigned. The I/SG shall be responsible for using this time block for planning and/or clerical work connected with the job.

10.2.3 If school is closed due to inclement weather or other unforeseen conditions, the I/SG shall not suffer loss of salary.

10.2.4 I/SG's and/or other hourly employees shall be paid for required building level meetings, in-service meetings, or parent-teacher conferences at their regular rate of pay. ISG's shall be paid at their regular rate of pay for IEP conferences and IEP staffings.

10.2.5 I/SG's working thirty (30) hours or more per week on a regular basis shall be entitled to all benefits afforded to teachers in the District.

10.2.6 Except for the hourly rates, fringe benefits, and other items pertaining to I/SG's as specified herein, those certificated employees who are employed less than half-time (30 hours per week) and one hundred twenty (120) school days in a given school year shall not be subject to the terms of the negotiated agreement. Such employees shall be:

A. Those who are employed solely as summer school teachers, adult education teachers, Saturday school teachers, and homebound tutors.

B. Employees of a program that does not require more hours than one-half (1/2) time (20 hours per week) and one hundred twenty (120) days in a given school year.

10.3. Insurance Programs

10.3.1 Eligibility Provisions

A. Employees working less than half-time (30 hours per week) shall not be eligible for the benefits contained in this Section. Employees working twenty hours or more per week as of August 1, 2024 shall remain eligible for benefits afforded to teachers in the District.

B. All insurances provided pursuant to the Master Agreement shall be subject to the conditions set forth in any insurance contract secured by the Board. However, if the Board elects to change carriers, any new insurance coverage secured shall be no less than the coverage described in this Section.

C. Unless a properly completed application for insurance(s) is filed with the Treasurer of the Board within thirty-one (31) days of the date the teaching staff member commences active working employment, or returns to active working employment from leave, whichever is applicable, coverage will not be available until the next open enrollment period as determined by the insurance carrier.

D. In the event a teaching staff member desires to change from one type of coverage (e.g., single to dependent), the teaching staff member must file a new application with the Treasurer of the Board. For the changed coverage to be effective on the date of the change of marital status of the teaching staff member, the new application must be on file with the Treasurer of the Board before the effective date of the change of marital status. The effective date of changed coverage for application received after the date of change of marital status will be the date such application is received at the office of the insurance carrier.

10.3.2 Insurance Benefit

A. Hospitalization, Surgical, and Major Medical

Health coverage pursuant to this Agreement shall be subject to the specifications set forth by the Butler County Health Consortium.

The Board will deduct health and dental benefits bi-monthly from bargaining unit members' payroll.

The Board shall contribute eighty-two and one-half percent (82.5%) of the annual premium for health insurance.

Health insurance premiums will be subject to rates as determined by BHP.

B. Dual Choice Clause

When a prepaid group practice facility becomes available for use in this area, each individual member of the bargaining unit shall have the option of subscribing to either the negotiated insurance program or the prepaid group practice plan. This may be done only once a year at a designated time. If the monthly cost of the prepaid group practice plan is more than the negotiated insurance program, the individual shall be responsible for paying the difference. The employer shall not be responsible for paying any more per individual member of the bargaining unit toward his/her pre-paid group practice program than is paid toward his/her negotiated insurance coverage.

C. Dental Insurance

The Board shall purchase dental insurance as offered by the Butler County Health Plan (BCHP) for each member of the bargaining unit, now or hereafter employed during the term of this negotiated agreement, and his/her eligible dependents. The Board shall pay eighty-five percent (85%) of the cost of the annual dental insurance premiums.

D. Term Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each member of the bargaining unit now or hereafter employed in the amount of twenty thousand dollars ($20,000). Such insurance shall include provisions for double indemnity in the case of accidental death or dismemberment, disability coverage benefits, and conversion privilege as well as guaranteed insurability. The full cost of the program and any increases thereof shall be paid by the Board.

E. IRS 125 Plan

The benefits provided to employees by Section 125 of the Internal Revenue Act shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. The Board shall pay the fees for the Trust Account. Participants in the reimbursement account(s), shall pay the monthly administration fee.

10.3.3 The parties hereto shall reopen the collective bargaining agreement with regard to health insurance in the event that the Butler County Health Insurance Consortium materially alters a common plan for districts within Butler County.

10.3.4 A joint insurance committee shall be established with three (3) members appointed by the Superintendent and three (3) members appointed by the Association President. The committee will discuss and study measures to contain and potentially reduce insurance costs.

10.4. Payroll Procedures and Deductions

10.4.1 The salary to which a member is entitled under the individual contract shall be paid in twenty-four (24) equal installments, according to the salary schedule. However, in the first year of employment with Talawanda School District, upon submission of all requisite licensure and paperwork necessary for employment, such new employees shall be paid in twenty-five (25) equal installments during their first year only.

10.4.2 Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and any organizations with which the Association is affiliated and which are affiliated with the Association.

A. Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates.

B. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

C. If a member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within five (5) workdays of such action, the name(s) of said members making such a request.

D. Dues will be deducted in ten (10) equal amounts for ten (ten) months of the school year (November to August).

E. Those members who join after November 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they join the Association.

10.4.3 Payroll deduction(s) for the AUR Group credit union will be provided by the Board for all members eligible to participate.

10.4.4 The Board will provide payroll deduction for all members desiring to participate in a tax sheltered annuity program from any company qualifying under Ohio Revised Code §9.91.

10.4.5 The Board will provide payroll deduction for any insurance premiums due for insurance secured through the employer. Insurance premiums shall be deducted over twenty-four (24) installments

10.4.6 The Board will provide deductions for any member who makes voluntary contributions to a political party or political action committee.

10.5. Retirement Contribution Pick-Up

The adopted Board policy in effect governing State Teachers Retirement System member contribution pick-up shall be maintained in effect for the duration of this Agreement. This pick-up plan is at no cost to the Board.

10.6. Salary

The salary schedules for each year of this Agreement are forth in Appendix I. Increases to the base salaries shall be as follows:

2024-2025 contract year: 4.0%

2025-2026 contract year: 3.0%

2026-2027 contract year: 2.0%

10.7. Severance Pay

10.7.1 A member who is employed in the District and immediately upon leaving the employ of the District retires and participates in the State Teachers Retirement System (STRS) shall receive severance pay in an amount equal to one-third (1/3) of the member's unused accumulated sick leave, but not to exceed fifty (50) days. Such payment shall be based on the employee's rate of pay at the time of retirement.

A. If eligible, the Treasurer shall pay all of an employee's severance, up to the limits allowable by law, into an IRS 457 and/or 403(b) plan, selected by the District.

B. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

C. Retirement is defined as disability or retirement from Talawanda City Schools.

D. The Board shall pay an employee a one thousand five hundred dollar ($1,500) incentive stipend when the Board's receives the employee's STRS retirement notice, if the employee serves written notice of retirement, by submitting his/her resignation to the Board, prior to January 15 in the school year in which the employee retires under STRS guidelines and is completing the school year.

E. The retiring employee must have ten (10) or more years of service within Ohio school districts to be eligible for severance pay.

10.7.2 A member with ten (10) years of service in the Talawanda City Schools who dies while in active service of the District is deemed to have retired the day prior to his/her death.

10.8. Supplemental Salaries and Supplemental Review Board

10.8.1 The supplemental salary schedules as shown in Appendix J will be in effect for the term of the contract unless modified pursuant to 10.8.6. This Section shall not be construed to mean that the Board cannot add new positions; however, the salaries for new positions will be negotiated.

10.8.2 The supplemental contract(s) for extra duty assignment(s) as provided in the Ohio Revised Code, and the minimum job requirements will be issued to members after appointment by the Board. Except for those positions listed in Appendix K, all supplemental contracts are automatically non-renewed pursuant to Ohio law, at the end of each contract year, which means that formal Board action to non-renew said supplemental contracts will not be needed. Failure of the Board to offer a new contract to the individual who last held the supplemental contract will not be for arbitrary or capricious reasons, and it will not affect the teacher's rights under the Master Agreement's non-renewal section or under the law.

10.8.3 Unit members who have received a new supplemental contract which has been signed by the District Treasurer and the Board President must sign and return said supplemental contract to the Superintendent's office within fifteen (15) days after receipt of such. Failure of the unit member to follow this time line will result in the Treasurer's office holding payment until said supplemental contract has been returned.

10.8.4 Administration of the Supplemental Pay Schedule

A. An employee shall advance one (1) step on the Supplemental Salary Schedule with each year of experience in the area which he/she was assigned.

B. Current experience in the same assignment shall apply to the new Supplemental Salary Schedule.

C. The Superintendent may place an employee at a higher step if the employee has had significant experience in the activity.

D. Supplemental Salary Contracts shall be issued containing a provision permitting the Board to assess a “fine” to the member for not completing all his/her duties of the supplemental contract.

E. Supplemental salaries shall be paid in twenty-four (24) equal installments.

10.8.5 Extended service days are to be paid at the teacher's per diem rate based on the salary schedule in effect.

10.8.6 Supplemental Review Board

A. This procedure is designed to provide the opportunity for consideration and review of a supplemental position.

B. The Review Board will consist of:

1. Three (3) members appointed by the Superintendent.

2. Three (3) members appointed by the Association.

C. The Review Board shall:

1. Select a chairperson and a recorder.

2. Receive between the first day following Winter Break and the last day of the first full business week of February:

- amending job descriptions

- adding positions

- deleting positions

- moving positions from one level to another

3. Reserve the right to gather additional input.

4. Screen requests and submit to the Superintendent and Association President those requests which a majority of the Review Board feels has merit.

5. In all cases where a new position is being proposed, recommend a job description and pay level for that position.

6. Require the person making the request to provide a proposed job description in cases where a new position is being requested.

7. The work of the Review Board will be completed on April 1. Recommendations will be for the next school year.

8. No change(s) to the supplementary salary schedule shall become effective unless the Board and the Association mutually agree to the change(s).

10.8.7 Bargaining unit members who are required to stay overnight at a Board-approved outdoor education center (i.e. Camp Glen Helen) will be paid thirty-three dollars and thirty-three cents ($33.33) for each evening they stay at the center. All teachers who have been requested by the administration to participate will be required to attend the center for the full duration unless exceptions have been agreed upon between the teacher and the administration.

10.9. Tuition-Free Enrollment of Teachers' Children

Bargaining unit members who live out-of-district will be permitted to enroll their children in the Talawanda City School District on a tuition-free basis under the following conditions:

10.9.1 The Superintendent has determined that space is available.

10.9.2 The Superintendent must receive a written application annually by July 1. Extensions to the July 1 deadline may be granted by the Superintendent.

10.9.3 The Board reserves the right to withdraw this employee benefit at the end of any given school year.

10.10. Travel Allowance

If a member is required to use his/her own vehicle during the course of his/her work, the District shall reimburse the employee at the current maximum IRS mileage rate for business use of one's personal vehicle.

ARTICLE XI - COMPLETE AGREEMENT AND DURATION

11.1. Complete Agreement

This negotiated agreement represents the entire agreement between the parties hereto and no other agreement, either oral or written, unless executed by both parties hereto subsequent to the date of this agreement, shall be effective to bind the parties. Further, both parties agree that they had full and adequate opportunity to present proposals, counterproposals and other demands upon the other and any of these proposals, counterproposals or demands not contained within this negotiated agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

11.2. Total Understanding

This Agreement shall represent the total understanding of the parties. The language in the Agreement shall supersede language from previous Agreements.

11.3. Duration

The provisions of this Agreement shall be effective as of August 1, 2024, and shall remain in full force and effect through July 31, 2027.

In witness thereof, the parties hereto have set their hands this ___ day of March, 2024.

TALAWANDA EDUCATORS' ASSOCIATION

Co-President of the Association

Co-President of the Association

TALAWANDA BOARD OF EDUCATION

President of the Board

Superintendent

Treasurer

APPENDIX A

TALAWANDA SCHOOL DISTRICT

CERTIFICATED PERSONNEL GRIEVANCE FORM

Name of Grievant _____ Date Submitted _____

School _____ Name of Principal _____

Grievant accompanied by _____

_____

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation or misapplication of any provision of this Agreement, including the specific Section of the Agreement.

(If additional space is needed, use additional sheets)

_____

Did grievant have oral discussion with the principal? Yes _____ No _____

_____

What remedy is sought?

Date _____ Grievant's Signature _____

Copies to: Principal; Superintendent; TEA; Grievant

Received by _____ Date _____
Principal

PRINCIPAL'S RESPONSE ON BACK

SECTION FOR PRINCIPAL

In answer to the grievance, include the specific Sections of the Agreement which are basis for decision.

Date _____ _____

Principal's Signature

Copies to: Grievant, TEA, Superintendent, Principal

Received by _____ Date _____

Grievant

==========

Appeal Section: I desire to appeal the above decision to the Superintendent.

Date _____ _____

Grievant's Signature

Copies to: Superintendent; Principal; TEA; Grievant

Received by _____ Date _____

Superintendent

SUPERINTENDENT'S RESPONSE ATTACHED

SECTION FOR SUPERINTENDENT
In answer to the grievance, include the specific Sections of the Agreement which are basis for decision.

Date _____ _____
Superintendent's Signature

Copies to: Grievant; TEA; Principal; Superintendent

Received by _____ Date _____
Grievant

==========

Appeal Section: I desire to appeal the above decision to Arbitration.

Date _____ _____
Grievant's Signature

Date _____ _____
TEA's Signature

Received by _____ Date _____
Superintendent

APPENDIX B

The Board and TEA agree to use the Ohio Teacher Evaluation System forms created by the Ohio Department of Education, including any subsequent updates or modifications of those forms as may be amended by ODE from time to time. Such forms shall be used for teachers being evaluated under OTES.

The Board and TEA agree to use the agreed upon non-OTES evaluation forms for staff members not subjected to OTES such as social workers, school psychologists, occupational therapist, English as a Second Language Coordinator, STEM Instructional Leader, Health and Wellness Coordinator, Technology Integration Coordinator, nurses, gifted coordinator and speech and language pathologist.

APPENDIX C

TALAWANDA SCHOOL DISTRICT

PERSONAL LEAVE FORM
FOR CERTIFICATED PERSONNEL

Name _____ Date _____

School _____ Number of Days Requested _____

Date(s) of Personal Leave: Beginning _____ through _____

Unrestricted Personal Leave Requested

9.8 Personal Leave

9.8.1 Unless otherwise stated below, three (3) days of unrestricted personal leave with pay, shall be granted to employees annually. An employee may carry forward up to two (2) days of unused personal leave, not to exceed the use of more than five (5) days in any given school year. The use of this personal leave is subject to the following conditions:

A. Written requests for the use of all personal leave days on the Board-approved personal leave form shall be given to the principal, who will make a recommendation to the Superintendent five (5) workdays prior to the leave. The Superintendent will make a final decision on all personal leave requests.

B. Except in cases of emergency, unrestricted personal leave is not to be used during the first ten (10) days of school, during assessment week(s), or on parent-teacher conference days or District-wide in-service days pursuant to Section 8.20.2. The Superintendent may approve exceptions to the restrictions in this subsection.

C. A unit member shall provide his/her building principal with written reasons to support a request to use personal leave day(s) in May. Only necessary personal business that cannot occur outside school business hours shall be approved.

D. Except in cases of emergency and/or unusual circumstances, not more than ten percent (10%) of the teachers in one (1) school or four (4) total teachers in one (1) building, whichever is greater, will be granted personal leave for the same day. The Superintendent may approve exceptions.

E. Employees requesting personal leave will not be required to give verbal reasons for the request, unless the request falls at times subject to the restrictions of this section of the Agreement.

F. The Superintendent may grant additional unpaid personal leave days. The decision to grant or not grant unpaid personal leave days shall not be subject to a grievance or unfair labor practice.

_____
Employee's Signature Date

_____
Principal's Signature Date

Approved _____ Denied _____

_____
Superintendent's Signature Date

APPENDIX D

TALAWANDA SCHOOL DISTRICT

PROFESSIONAL MEETING REQUEST FORM

Name _____ School _____Today's Date _____

Date(s) of meeting/visitation: _____

Location of meeting/visitation: _____

Nature of conference, professional meeting or visitation day. Briefly describe:

_____

_____

Estimated Expenses

Mileage _____ miles @ current IRS Rate ..... $ _____

Plane, bus, train, and/or taxi fares..... $ _____

Registration fees..... $ _____

Meals ..... $ _____

Parking ..... $ _____

Lodging (Only for locations beyond one hundred (100) miles from Oxford. The Superintendent may consider exceptions)..... $ _____

TOTAL ESTIMATED EXPENSES $ _____

_____
Employee's Signature Date

_____
Principal's Signature of Recommendation Date

_____
Superintendent's Signature of Approval Date

The applicant must pay all expenses; submit the receipts along with the **Professional Meeting Reimbursement Request Form** for reimbursement within 30 days of the meeting/conference.

(See reverse side for important additional information)

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9/99

Professional Meetings

9.10.1 Expenses for members of the Association bargaining unit for travel, meals, and/or training in conjunction with their duties will be paid by the Treasurer on behalf of the Board for a maximum of up to three (3) days as follows:

A. Registration fees or charges for conferences, conventions, seminars, workshops, and training shall be paid.

B. A daily per diem allowance will be made in accordance with the Meal and Incidental Expense (M&IE) rate as published in the Internal Revenue Service Publication 1542 for all overnight travel. A per diem for lunch shall be provided in accordance with the Meal and Incidental Expense (M&IE) rate for lunch as published in the Internal Revenue Service Publication 1542 for all overnight travel for a one (1) day seminar or training program will be provided when lunch is not included in the registration cost of that seminar or training program.

C. Mileage shall be paid at the then current rate allowed by the Internal Revenue Service for the standard mileage rate deduction for income tax purposes, provided that such mileage reimbursement shall not exceed the cost of round trip airfare to the seminar or program if vehicle mileage for the found trip exceeds five hundred (500) miles.

D. Standard-rate, single-occupancy hotel or motel charge shall be paid.

E. Public transportation and rental vehicle expenses shall be paid.

F. The Board will pay meal and registration costs for attendance at meetings of local and community not-for-profit organizations for members approved in advance by the Superintendent or designee, when meetings are attended as representatives of the District, in amounts not to exceed the IRS per diem rate for the locality where the meeting occurs. Charitable donations and/or fundraising expenses are not reimbursable.

9.10.2 Reimbursement requests are to be made on the Board-approved reimbursement request form. Expenses shall be verified by the member submitting itemized expenses with receipts for items specified in subsections (A), (C), (D), and (E) with thirty (30) days of completion of the seminar or program. Item (B) may be paid only when item (D) is required. Itemized receipts for item (B) are not required.

9.10.3 In the event of overpayment of estimated expenses, the member shall deliver payment for the difference when filing his or her expenses. In the event of underpayment, the Board shall issue a check for the difference within forty-five (45) days after the filing of the itemized expenses.

9.10.4 All travel expenses and registration fees or charges for all training or seminars must be approved by the Superintendent or designee for all members. The Superintendent or designee reserves the right to approve travel expenses at a rate less than specified in this policy where limited resources are available. Should the Board determine that the payment of professional meetings be eliminated, the Superintendent may approve professional days for members by providing substitutes and no additional compensation. It will be the responsibility of the Treasurer to monitor all expenses, reports, and reimbursements in accordance with this policy. Gratuities are excluded from reimbursement.

9.10.5 This provision does not apply to or provide for tuition reimbursement for the cost of higher education of any member and does not supersede or affect any other contractual obligation of the Board.

9.10.6 Requests for attendance at professional meetings must be submitted to the District's central office. Such requests must reach the central office not later than (3) weeks prior to the date of departure. The District shall respond to the request within ten (10) days of the receipt of such request.

9.10.7 Visitation of other classrooms will be considered as a proper professional leave request.

9.10.8 Written reports of meetings attended may be required by the Superintendent. Additionally, members are expected to share with their colleagues the information they have learned at approved conferences, conventions, seminars, workshops, and training.

9.10.9 Additional professional meeting days and compensation may be granted by the Superintendent where special circumstances exist.

APPENDIX E

TALAWANDA SCHOOL DISTRICT

PROFESSIONAL MEETING REIMBURSEMENT REQUEST FORM

Name _____ School _____Today's Date _____

Date(s) of meeting/visitation: _____

Location of meeting/visitation: _____

Actual Expenses

Mileage _____ miles @ current IRS Rate ..... $ _____

Plane, bus, train, and/or taxi fares..... $ _____

Registration fees ..... $ _____

Meals ..... $ _____

Parking ..... $ _____

Lodging (Only for locations beyond one hundred (100) miles from Oxford. The Superintendent may consider exceptions) ..... $ _____

TOTAL ACTUAL EXPENSES..... $ _____

==========

ALLOWABLE EXPENSES..... $ _____

_____
Employee's Signature Date

_____
Principal's Signature of Recommendation Date

_____
Superintendent's Signature of Approval Date

Itemized bills and/or receipts must be attached before reimbursement can be made. Cancelled checks cannot be accepted for receipts.

(See reverse side for important additional information)

i. Professional Meetings

9.10.1 Expenses for members of the Association bargaining unit for travel, meals, and/or training in conjunction with their duties will be paid by the Treasurer on behalf of the Board for a maximum of up to three (3) days as follows:

A. Registration fees or charges for conferences, conventions, seminars, workshops, and training shall be paid.

B. A daily per diem allowance will be made in accordance with the Meal and Incidental Expense (M&IE) rate as published in the Internal Revenue Service Publication 1542 for all overnight travel. A per diem for lunch shall be provided in accordance with the Meal and Incidental Expense (M&IE) rate for lunch as published in the Internal Revenue Service Publication 1542 for all overnight travel for a one (1) day seminar or training program will be provided when lunch is not included in the registration cost of that seminar or training program.

C. Mileage shall be paid at the then current rate allowed by the Internal Revenue Service for the standard mileage rate deduction for income tax purposes, provided that such mileage reimbursement shall not exceed the cost of round trip airfare to the seminar or program if vehicle mileage for the found trip exceeds five hundred (500) miles.

D. Standard-rate, single-occupancy hotel or motel charge shall be paid.

E. Public transportation and rental vehicle expenses shall be paid.

F. The Board will pay meal and registration costs for attendance at meetings of local and community not-for-profit organizations for members approved in advance by the Superintendent or designee, when meetings are attended as representatives of the District, in amounts not to exceed the IRS per diem rate for the locality where the meeting occurs. Charitable donations and/or fundraising expenses are not reimbursable.

9.10.2 Reimbursement requests are to be made on the Board-approved reimbursement request form. Expenses shall be verified by the member submitting itemized expenses with receipts for items specified in subsections (A), (C), (D), and (E) with thirty (30) days of completion of the seminar or program. Item (B) may be paid only when item (D) is required. Itemized receipts for item (B) are not required.

9.10.3 In the event of overpayment of estimated expenses, the member shall deliver payment for the difference when filing his or her expenses. In the event of underpayment, the Board shall issue a check for the difference within forty-five (45) days after the filing of the itemized expenses.

9.10.4 All travel expenses and registration fees or charges for all training or seminars must be approved by the Superintendent or designee for all members. The Superintendent or designee reserves the right to approve travel expenses at a rate less than specified in this policy where limited resources are available. Should the Board determine that the payment of professional meetings be eliminated, the Superintendent may approve professional days for members by providing substitutes and no additional compensation. It will be the responsibility of the Treasurer to monitor all expenses, reports, and reimbursements in accordance with this policy. Gratuities are excluded from reimbursement.

9.10.5 This provision does not apply to or provide for tuition reimbursement for the cost of higher education of any member and does not supersede or affect any other contractual obligation of the Board.

9.10.6 Requests for attendance at professional meetings must be submitted to the District's central office. Such requests must reach the central office not later than (3) weeks prior to the date of departure. The District shall respond to the request within ten (10) days of the receipt of such request.

9.10.7 Visitation of other classrooms will be considered as a proper professional leave request.

9.10.8 Written reports of meetings attended may be required by the Superintendent. Additionally, members are expected to share with their colleagues the information they have learned at approved conferences, conventions, seminars, workshops, and training.

9.10.9 Additional professional meeting days and compensation may be granted by the Superintendent where special circumstances exist.

APPENDIX F

TALAWANDA SCHOOL DISTRICT

SICK LEAVE FORM
FOR CERTIFICATED PERSONNEL

Name _____ Today's Date _____

School _____ Number of Days Requested _____

Date(s) of Sick Leave: Beginning _____ through _____

Type of Sick Leave (Check one)

_____ Illness or injury of employee, spouse or child.

_____ Exposure to contagious disease until quarantine is lifted or danger removed.

_____ Death of father, father-in-law, mother, mother-in-law, spouse, child, ward, grandchild or a person who lives continuously with the employee as a member of his/her immediate family.

_____ Death of sister, brother, sister-in-law, brother-in-law, aunt, uncle, grandparent, stepparents, or stepchildren -- five (5) days maximum. Additional days may be granted by the Superintendent.

_____ Childbirth Leave – Twelve (12) weeks for the mother and/or father. Additional sick leave may be used for childbirth related medical conditions that are certified by a physician or other healthcare provider. Such leave shall run concurrent with FMLA Leave.

_____ Serious illness in the employee's immediate family, which includes father, mother, or a person who lives continuously with the employee as a member of his/her immediate family -- until the crisis has passed. The Superintendent shall grant exceptions to this when the employee is the caretaker of another individual whose presence is necessary as certified by the ill person's attending physician.

_____ Adoption – Twelve (12) weeks for the adoptive parent(s) of the child. Such leave shall run concurrent with FMLA leave.

The signature below indicates that the leave requested and that the use of the leave is in keeping with the TEA Master Agreement.

_____
Employee's Signature Date

_____
Superintendent's Signature of Approval Date

(See reverse side for important additional information)

If medical attention was required, complete the following:

_____

Physician's Name

_____

Address

_____

_____

Date(s) Consulted

THIS FORM SHALL NOT BE CONSTRUED TO WAIVE THE PHYSICIAN - PATIENT PRIVILEGE PROVIDED BY SECTION 2317.01 OF THE REVISED CODE.

Sick Leave

A. At the completion of the fifth month of service and the completion of each month of service thereafter, one and one-fourth (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered, up to a maximum of two hundred (200) days. A retiring employee who has accumulated the maximum number of sick leave days and who serves notice on the District that he/she is retiring shall be granted up to fifteen (15) days of sick leave above the maximum to draw upon under the provisions of this Section of the Agreement. However, if any such employee's sick leave usage exceeds five (5) days during the year prior to his/her retirement, he/she may be required to provide the District with a doctor's verification for the use of sick leave.

B. The same accrual of one and one-fourth (1-1/4) days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

C. Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but with the limitations hereinafter stipulated in Section 9.11.6. of the TEA Master Agreement.

D. Employees shall be required to sign a District form which certifies the use of sick leave. Failure to submit said form will result in pay being withheld for the pay period in question. Attached to the paycheck shall be a notice from the Treasurer's office stating that the pay has been withheld because the Treasurer's office failed to receive the employee's sick leave form. The notice will further state that if the Treasurer's office has not received the sick leave form within fourteen (14) days following receipt of the notice, the day in question shall be designated as an unpaid leave day. The employee may be asked to list the name of the physician, if one has been seen by the employee during the illness, as prescribed by Ohio Revised Code §3319.41.

E. Deductions of sick leave due to use will be in one-half (1/2) day blocks as follows: up to four (4) hours, one-half (1/2) day; over four (4) hours, one (1) full day.

F. When an employee has exhausted his/her sick leave, the employee may request of the Superintendent an advancement of sick leave days. When the Superintendent has reason to believe that the employee will repay the advanced leave, an advancement of up to five (5) days shall be granted.

2. Note: Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under Ohio Revised Code §3319.081 and §3319.16.

APPENDIX G

TALAWANDA SCHOOL DISTRICT

SICK LEAVE BANK DONATION FORM

The Board of Education and the Talawanda Educator's Association (TEA) have agreed to establish a Sick Leave Bank. This bank will provide for additional days of sick leave for members of the bargaining unit represented by the TEA. Between September 1 and October 1 of each school year each member in the bargaining unit will be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations will be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave will occur and appear on the pay stub by the second pay in October.

Information regarding how the Sick Leave Bank will be managed and how requests will be processed are on the back of this form. Please review this information carefully. Leave donations cannot be refunded to your account. This donation is for the current school year only.

Employees who decide to participate should complete the form below and return it to the Treasurer's office no later than October 19, of each school year.

I have read the above information and agree to donate _____ days to the Sick Leave Bank.

_____ _____

Date Employee (please print)

_____

Signature

ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TEA President, one which shall be a District nurse. The duties of the Oversight Committee shall include the following:

a. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September.

b. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.

c. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)

d. Monitoring of all usage of days from the Sick Leave Bank.

e. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

ELIGIBILITY FOR USE OF SICK LEAVE BANK

A member must meet all of the following requirements:

a. The member's personal sick leave accumulations must be exhausted.

b. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy.

c. A physician must verify, in writing, the member's need to be off work.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days, but may not take more than one (1) contract years' worth of sick leave bank days during their employment with the Board, within the last seven (7) years. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

APPENDIX H

TALAWANDA SCHOOL DISTRICT

SICK LEAVE BANK DISTRIBUTION REQUEST FORM

Name _____

I am requesting _____ number of days from the Sick Leave Bank.

Estimated duration of illness _____

Explanation of illness:

_____

_____

_____

_____ Attached is my physician's statement regarding this illness.

I have applied to the Superintendent for an advance against my unearned sick leave under the Master Agreement, Section 9.11.9 and was advanced _____ days of my unearned sick leave.

Signed _____ Date _____

Social Security # _____/ _____/ _____

TO: TREASURER / PAYROLL DEPARTMENT

The above employee has been approved by the Sick Leave Bank Oversight

Committee to borrow _____ days from the Sick Leave Bank.

Signed _____
(Representative, Sick Leave Bank Committee)

Date _____

ADMINISTRATION OF THE SICK LEAVE BANK

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the TEA President, one which shall be a District nurse. The duties of the Oversight Committee shall include the following:

a. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September.

b. Recording of all donations and submission of a list of all donations to the Board Treasurer's office.

c. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)

d. Monitoring of all usage of days from the Sick Leave Bank.

e. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner, which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

ELIGIBILITY FOR USE OF SICK LEAVE BANK

A member must meet <u>all</u> of the following requirements:

a. The member's personal sick leave accumulations must be exhausted.
b. The need for additional sick leave must be based upon catastrophic illness, injury, and/or surgery, but shall not include use for normal pregnancy.
c. A physician must verify, in writing, the member's need to be off work.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days but may not take more than one (1) contract years' worth of sick leave bank days during their employment with the Board, within the last (7) seven years. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

APPENDIX I-1

FY25				TALAWANDA CITY SCHOOL DISTRICT								
				TEACHER SALARY SCHEDULE								
				EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025								
				This Schedule is Pursuant to Article XX, Section 10. 06								4.00%
STEP	BACHELORS		BACHELORS + 15		150 HOURS		MASTERS		MASTERS + 15		MASTERS + 30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
	0.050		0.053		0.055		0.055		0.055		0.055	
0	1.000	$ 44,805	1.040	$ 46,597	1.080	$ 48,390	1.150	$ 51,526	1.190	$ 53,318	1.230	$ 55,110
1	1.050	$ 47,046	1.093	$ 48,972	1.135	$ 50,854	1.205	$ 53,990	1.245	$ 55,783	1.285	$ 57,575
2	1.100	$ 49,286	1.146	$ 51,347	1.190	$ 53,318	1.260	$ 56,455	1.300	$ 58,247	1.340	$ 60,039
3	1.150	$ 51,526	1.199	$ 53,722	1.245	$ 55,783	1.315	$ 58,919	1.355	$ 60,711	1.395	$ 62,503
4	1.200	$ 53,766	1.252	$ 56,096	1.300	$ 58,247	1.370	$ 61,383	1.410	$ 63,175	1.450	$ 64,968
5	1.250	$ 56,007	1.305	$ 58,471	1.355	$ 60,711	1.425	$ 63,848	1.465	$ 65,640	1.505	$ 67,432
6	1.300	$ 58,247	1.358	$ 60,846	1.410	$ 63,175	1.480	$ 66,312	1.520	$ 68,104	1.560	$ 69,896
7	1.350	$ 60,487	1.411	$ 63,220	1.465	$ 65,640	1.535	$ 68,776	1.575	$ 70,568	1.615	$ 72,361
8	1.400	$ 62,727	1.464	$ 65,595	1.520	$ 68,104	1.590	$ 71,240	1.630	$ 73,033	1.670	$ 74,825
9	1.450	$ 64,968	1.517	$ 67,970	1.575	$ 70,568	1.645	$ 73,705	1.685	$ 75,497	1.725	$ 77,289
10	1.500	$ 67,208	1.570	$ 70,344	1.630	$ 73,033	1.700	$ 76,169	1.740	$ 77,961	1.780	$ 79,753
11		#VALUE!		#VALUE!		#VALUE!	1.755	$ 78,633	1.795	$ 80,425	1.835	$ 82,218
14	1.550	$ 69,448	1.623	$ 72,719	1.685	$ 75,497	1.810	$ 81,098	1.850	$ 82,890	1.890	$ 84,682
17	1.600	$ 71,688	1.676	$ 75,094	1.740	$ 77,961	1.865	$ 83,562	1.905	$ 85,354	1.945	$ 87,146
20	1.650	$ 73,929	1.729	$ 77,468	1.795	$ 80,425	1.920	$ 86,026	1.960	$ 87,818	2.000	$ 89,611
23	1.700	$ 76,169	1.782	$ 79,843	1.850	$ 82,890	1.975	$ 88,490	2.015	$ 90,283	2.055	$ 92,075
26	1.750	$ 78,409	1.835	$ 82,218	1.905	$ 85,354	2.030	$ 90,955	2.070	$ 92,747	2.110	$ 94,539
Xcheck		104.00%		104.00%		104.00%		104.00%		104.00%		104.00%

APPENDIX I-2

FY26				TALAWANDA CITY SCHOOL DISTRICT								
				TEACHER SALARY SCHEDULE								
				EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2026								
				This Schedule is Pursuant to Article XX, Section 10. 06								3.00%
STEP	BACHELORS		BACHELORS + 15		150 HOURS		MASTERS		MASTERS + 15		MASTERS + 30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
	0.050		0.053		0.055		0.055		0.055		0.055	
0	1.000	$ 46,149	1.040	$ 47,995	1.080	$ 49,841	1.150	$ 53,072	1.190	$ 54,918	1.230	$ 56,764
1	1.050	$ 48,457	1.093	$ 50,441	1.135	$ 52,380	1.205	$ 55,610	1.245	$ 57,456	1.285	$ 59,302
2	1.100	$ 50,764	1.146	$ 52,887	1.190	$ 54,918	1.260	$ 58,148	1.300	$ 59,994	1.340	$ 61,840
3	1.150	$ 53,072	1.199	$ 55,333	1.245	$ 57,456	1.315	$ 60,687	1.355	$ 62,532	1.395	$ 64,378
4	1.200	$ 55,379	1.252	$ 57,779	1.300	$ 59,994	1.370	$ 63,225	1.410	$ 65,071	1.450	$ 66,917
5	1.250	$ 57,687	1.305	$ 60,225	1.355	$ 62,532	1.425	$ 65,763	1.465	$ 67,609	1.505	$ 69,455
6	1.300	$ 59,994	1.358	$ 62,671	1.410	$ 65,071	1.480	$ 68,301	1.520	$ 70,147	1.560	$ 71,993
7	1.350	$ 62,302	1.411	$ 65,117	1.465	$ 67,609	1.535	$ 70,839	1.575	$ 72,685	1.615	$ 74,531
8	1.400	$ 64,609	1.464	$ 67,563	1.520	$ 70,147	1.590	$ 73,378	1.630	$ 75,224	1.670	$ 77,070
9	1.450	$ 66,917	1.517	$ 70,009	1.575	$ 72,685	1.645	$ 75,916	1.685	$ 77,762	1.725	$ 79,608
10	1.500	$ 69,224	1.570	$ 72,455	1.630	$ 75,224	1.700	$ 78,454	1.740	$ 80,300	1.780	$ 82,146
11		#VALUE!		#VALUE!		#VALUE!	1.755	$ 80,992	1.795	$ 82,838	1.835	$ 84,684
14	1.550	$ 71,532	1.623	$ 74,901	1.685	$ 77,762	1.810	$ 83,530	1.850	$ 85,376	1.890	$ 87,222
17	1.600	$ 73,839	1.676	$ 77,346	1.740	$ 80,300	1.865	$ 86,069	1.905	$ 87,915	1.945	$ 89,761
20	1.650	$ 76,147	1.729	$ 79,792	1.795	$ 82,838	1.920	$ 88,607	1.960	$ 90,453	2.000	$ 92,299
23	1.700	$ 78,454	1.782	$ 82,238	1.850	$ 85,376	1.975	$ 91,145	2.015	$ 92,991	2.055	$ 94,837
26	1.750	$ 80,762	1.835	$ 84,684	1.905	$ 87,915	2.030	$ 93,683	2.070	$ 95,529	2.110	$ 97,375
Xcheck		103.00%		103.00%		103.00%		103.00%		103.00%		103.00%

APPENDIX I-3

FY27				TALAWANDA CITY SCHOOL DISTRICT								
				TEACHER SALARY SCHEDULE								
				EFFECTIVE JULY 1, 2026 THROUGH JUNE 30, 2027								
				This Schedule is Pursuant to Article XX, Section 10. 06								2.00%
STEP	BACHELORS		BACHELORS + 15		150 HOURS		MASTERS		MASTERS + 15		MASTERS + 30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
	0.050		0.053		0.055		0.055		0.055		0.055	
0	1.000	$ 47,072	1.040	$ 48,955	1.080	$ 50,838	1.150	$ 54,133	1.190	$ 56,016	1.230	$ 57,899
1	1.050	$ 49,426	1.093	$ 51,450	1.135	$ 53,427	1.205	$ 56,722	1.245	$ 58,605	1.285	$ 60,488
2	1.100	$ 51,780	1.146	$ 53,945	1.190	$ 56,016	1.260	$ 59,311	1.300	$ 61,194	1.340	$ 63,077
3	1.150	$ 54,133	1.199	$ 56,440	1.245	$ 58,605	1.315	$ 61,900	1.355	$ 63,783	1.395	$ 65,666
4	1.200	$ 56,487	1.252	$ 58,935	1.300	$ 61,194	1.370	$ 64,489	1.410	$ 66,372	1.450	$ 68,255
5	1.250	$ 58,841	1.305	$ 61,430	1.355	$ 63,783	1.425	$ 67,078	1.465	$ 68,961	1.505	$ 70,844
6	1.300	$ 61,194	1.358	$ 63,924	1.410	$ 66,372	1.480	$ 69,667	1.520	$ 71,550	1.560	$ 73,433
7	1.350	$ 63,548	1.411	$ 66,419	1.465	$ 68,961	1.535	$ 72,256	1.575	$ 74,139	1.615	$ 76,022
8	1.400	$ 65,901	1.464	$ 68,914	1.520	$ 71,550	1.590	$ 74,845	1.630	$ 76,728	1.670	$ 78,611
9	1.450	$ 68,255	1.517	$ 71,409	1.575	$ 74,139	1.645	$ 77,434	1.685	$ 79,317	1.725	$ 81,200
10	1.500	$ 70,609	1.570	$ 73,904	1.630	$ 76,728	1.700	$ 80,023	1.740	$ 81,906	1.780	$ 83,789
11		#VALUE!		#VALUE!		#VALUE!	1.755	$ 82,612	1.795	$ 84,495	1.835	$ 86,378
14	1.550	$ 72,962	1.623	$ 76,399	1.685	$ 79,317	1.810	$ 85,201	1.850	$ 87,084	1.890	$ 88,967
17	1.600	$ 75,316	1.676	$ 78,893	1.740	$ 81,906	1.865	$ 87,790	1.905	$ 89,673	1.945	$ 91,556
20	1.650	$ 77,670	1.729	$ 81,388	1.795	$ 84,495	1.920	$ 90,379	1.960	$ 92,262	2.000	$ 94,145
23	1.700	$ 80,023	1.782	$ 83,883	1.850	$ 87,084	1.975	$ 92,968	2.015	$ 94,851	2.055	$ 96,734
26	1.750	$ 82,377	1.835	$ 86,378	1.905	$ 89,673	2.030	$ 95,557	2.070	$ 97,440	2.110	$ 99,323
Xcheck		102.00%		102.00%		102.00%		102.00%		102.00%		102.00%

APPENDIX J-1

FY25			TALAWANDA CITY SCHOOLS					
			SUPPLEMENTAL SALARY SCHEDULE					
			EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025					
			This Schedule is Pursuant to Article X, Section 10.8.1					
			$44,805		104.00%			
	STEP 1 SALARY	STEP 2 SALARY	STEP 3 SALARY	STEP 4 SALARY	STEP 5 SALARY	STEP 6 SALARY	STEP 7 SALARY	STEP 8 SALARY
GROUP I	9.50	10.80	12.10	13.40	14.70	16.00	17.30	18.60
	$4,256.50	$4,838.97	$5,421.44	$6,003.91	$6,586.38	$7,168.84	$7,751.31	$8,333.78
GROUP II	8.50	9.60	10.70	11.80	12.90	14.00	15.10	16.20
	$3,808.45	$4,301.31	$4,794.16	$5,287.02	$5,779.88	$6,272.74	$6,765.60	$7,258.46
GROUP III	7.40	8.40	9.40	10.40	11.40	12.40	13.40	14.40
	$3,315.59	$3,763.64	$4,211.70	$4,659.75	$5,107.80	$5,555.85	$6,003.91	$6,451.96
GROUP IV	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00
	$3,136.37	$3,584.42	$4,032.48	$4,480.53	$4,928.58	$5,376.63	$5,824.69	$6,272.74
GROUP V	5.70	6.50	7.30	8.10	8.90	9.70	10.50	11.30
	$2,553.90	$2,912.34	$3,270.79	$3,629.23	$3,987.67	$4,346.11	$4,704.55	$5,063.00
GROUP VI	4.70	5.40	6.10	6.80	7.50	8.20	8.90	9.60
	$2,105.85	$2,419.49	$2,733.12	$3,046.76	$3,360.40	$3,674.03	$3,987.67	$4,301.31
GROUP VII	3.90	4.40	4.90	5.40	5.90	6.40	6.90	7.40
	$1,747.41	$1,971.43	$2,195.46	$2,419.49	$2,643.51	$2,867.54	$3,091.56	$3,315.59
GROUP VIII	2.70	3.05	3.40	3.75	4.10	4.45	4.80	5.15
	$1,209.74	$1,366.56	$1,523.38	$1,680.20	$1,837.02	$1,993.83	$2,150.65	$2,307.47
GROUP IX	2.40	2.70	3.00	3.30	3.60	3.90	4.20	4.50
	$1,075.33	$1,209.74	$1,344.16	$1,478.57	$1,612.99	$1,747.41	$1,881.82	$2,016.24
GROUP X	1.70	1.95	2.20	2.45	2.70	2.95	3.20	3.45
	$761.69	$873.70	$985.72	$1,097.73	$1,209.74	$1,321.76	$1,433.77	$1,545.78
GROUP XI	1.00	1.10	1.20	1.30	1.40	1.50	1.60	1.70
	$448.05	$492.86	$537.66	$582.47	$627.27	$672.08	$716.88	$761.69

FY26			TALAWANDA CITY SCHOOLS					
			SUPPLEMENTAL SALARY SCHEDULE					
			EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2026					
			This Schedule is Pursuant to Article X, Section 10.8.1					
			$46,149		103.00%			
	STEP 1	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**
	SALARY	**SALARY**	**SALARY**	**SALARY**	**SALARY**	**SALARY**	**SALARY**	**SALARY**
GROUP I	9.50	10.80	12.10	13.40	14.70	16.00	17.30	18.60
	$4,384.20	$4,984.14	$5,584.08	$6,184.02	$6,783.97	$7,383.91	$7,983.85	$8,583.80
GROUP II	8.50	9.60	10.70	11.80	12.90	14.00	15.10	16.20
	$3,922.70	$4,430.35	$4,937.99	$5,445.63	$5,953.28	$6,460.92	$6,968.57	$7,476.21
GROUP III	7.40	8.40	9.40	10.40	11.40	12.40	13.40	14.40
	$3,415.06	$3,876.55	$4,338.05	$4,799.54	$5,261.04	$5,722.53	$6,184.02	$6,645.52
GROUP IV	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00
	$3,230.46	$3,691.96	$4,153.45	$4,614.94	$5,076.44	$5,537.93	$5,999.43	$6,460.92
GROUP V	5.70	6.50	7.30	8.10	8.90	9.70	10.50	11.30
	$2,630.52	$2,999.71	$3,368.91	$3,738.10	$4,107.30	$4,476.50	$4,845.69	$5,214.89
GROUP VI	4.70	5.40	6.10	6.80	7.50	8.20	8.90	9.60
	$2,169.02	$2,492.07	$2,815.12	$3,138.16	$3,461.21	$3,784.25	$4,107.30	$4,430.35
GROUP VII	3.90	4.40	4.90	5.40	5.90	6.40	6.90	7.40
	$1,799.83	$2,030.58	$2,261.32	$2,492.07	$2,722.82	$2,953.56	$3,184.31	$3,415.06
GROUP VIII	2.70	3.05	3.40	3.75	4.10	4.45	4.80	5.15
	$1,246.03	$1,407.56	$1,569.08	$1,730.60	$1,892.13	$2,053.65	$2,215.17	$2,376.70
GROUP IX	2.40	2.70	3.00	3.30	3.60	3.90	4.20	4.50
	$1,107.59	$1,246.03	$1,384.48	$1,522.93	$1,661.38	$1,799.83	$1,938.28	$2,076.72
GROUP X	1.70	1.95	2.20	2.45	2.70	2.95	3.20	3.45
	$784.54	$899.91	$1,015.29	$1,130.66	$1,246.03	$1,361.41	$1,476.78	$1,592.16
GROUP XI	1.00	1.10	1.20	1.30	1.40	1.50	1.60	1.70
	$461.49	$507.64	$553.79	$599.94	$646.09	$692.24	$738.39	$784.54

APPENDIX J-3

FY27			TALAWANDA CITY SCHOOLS					
			SUPPLEMENTAL SALARY SCHEDULE					
			EFFECTIVE JULY 1, 2026 THROUGH JUNE 30, 2027					
			This Schedule is Pursuant to Article X, Section 10.8.1					
			$47,072		102.00%			
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
GROUP I	9.50	10.80	12.10	13.40	14.70	16.00	17.30	18.60
	$4,471.88	$5,083.82	$5,695.76	$6,307.71	$6,919.65	$7,531.59	$8,143.53	$8,755.47
GROUP II	8.50	9.60	10.70	11.80	12.90	14.00	15.10	16.20
	$4,001.16	$4,518.95	$5,036.75	$5,554.55	$6,072.34	$6,590.14	$7,107.94	$7,625.73
GROUP III	7.40	8.40	9.40	10.40	11.40	12.40	13.40	14.40
	$3,483.36	$3,954.08	$4,424.81	$4,895.53	$5,366.26	$5,836.98	$6,307.71	$6,778.43
GROUP IV	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00
	$3,295.07	$3,765.79	$4,236.52	$4,707.24	$5,177.97	$5,648.69	$6,119.42	$6,590.14
GROUP V	5.70	6.50	7.30	8.10	8.90	9.70	10.50	11.30
	$2,683.13	$3,059.71	$3,436.29	$3,812.87	$4,189.45	$4,566.03	$4,942.60	$5,319.18
GROUP VI	4.70	5.40	6.10	6.80	7.50	8.20	8.90	9.60
	$2,212.40	$2,541.91	$2,871.42	$3,200.93	$3,530.43	$3,859.94	$4,189.45	$4,518.95
GROUP VII	3.90	4.40	4.90	5.40	5.90	6.40	6.90	7.40
	$1,835.82	$2,071.19	$2,306.55	$2,541.91	$2,777.27	$3,012.64	$3,248.00	$3,483.36
GROUP VIII	2.70	3.05	3.40	3.75	4.10	4.45	4.80	5.15
	$1,270.96	$1,435.71	$1,600.46	$1,765.22	$1,929.97	$2,094.72	$2,259.48	$2,424.23
GROUP IX	2.40	2.70	3.00	3.30	3.60	3.90	4.20	4.50
	$1,129.74	$1,270.96	$1,412.17	$1,553.39	$1,694.61	$1,835.82	$1,977.04	$2,118.26
GROUP X	1.70	1.95	2.20	2.45	2.70	2.95	3.20	3.45
	$800.23	$917.91	$1,035.59	$1,153.27	$1,270.96	$1,388.64	$1,506.32	$1,624.00
GROUP XI	1.00	1.10	1.20	1.30	1.40	1.50	1.60	1.70
	$470.72	$517.80	$564.87	$611.94	$659.01	$706.09	$753.16	$800.23

Rate Group	Sport/Position
I	Head HS Boys Basketball Coach
I	Head HS Girls Basketball Coach
I	Head HS Football Coach
I	MS Athletic Director
II	Head HS Baseball Coach
II	Head HS Ice Hockey Coach
II	Head HS Boys Soccer Coach
II	Head HS Girls Soccer Coach
II	Head HS Softball Coach
II	Head HS Swimming Coach
II	Head HS Track Coach
II	Head HS Volleyball Coach
II	Head HS Wrestling Coach
II	HS Band Director (Marching/ Jazz/ Symphonic)
II	MS Band Director (Marching/Jazz/Concert)
III	HS Asst. Athletic Director
III	HS Drama Director
III	Four-Year Resident Educator Coordinator
IV	Asst. HS Boys Basketball Coach
IV	Asst. HS Boys Basketball Coach
IV	Asst. HS Boys Basketball Coach
IV	Asst. HS Boys Basketball Coach
IV	Asst. HS Boys Basketball Coach
IV	Asst. HS Girls Basketball Coach
IV	Asst. HS Girls Basketball Coach
IV	Asst. HS Girls Basketball Coach
IV	Asst. HS Girls Basketball Coach
IV	Asst. HS Girls Basketball Coach
IV	Asst. HS Football Coach
IV	Asst. HS Football Coach
IV	Asst. HS Football Coach
IV	Asst. HS Football Coach

Rate Group	Sport/Position
IV	Asst. HS Football Coach
IV	Asst. HS Football Coach
IV	Asst. HS Football Coach
IV	Asst. HS Football Coach
IV	Asst. HS Football Coach
IV	Asst. HS Track Coach (Heath Kelly)
IV	Head HS Cross Country Coach
IV	Head HS Field Hockey Coach
V	Asst. HS Baseball Coach
V	Asst. HS Baseball Coach
V	Asst. HS Baseball Coach
V	Asst. HS Baseball Coach
V	Asst. HS Baseball Coach
V	Asst. HS Softball Coach
V	Asst. HS Softball Coach
V	Asst. HS Softball Coach
V	Asst. HS Softball Coach
V	Asst. HS Swimming Coach
V	Asst. HS Track Coach
V	Asst. HS Track Coach
V	Asst. HS Track Coach
V	Asst. HS Track Coach
V	Asst. HS Track Coach
V	Asst. HS Track Coach
V	Asst. HS Volleyball Coach
V	Asst. HS Volleyball Coach
V	Asst. HS Volleyball Coach
V	Asst. HS Wrestling Coach
V	Asst. HS Wrestling Coach
V	Asst. HS Wrestling Coach
V	Head HS Boys Golf Coach
V	Head HS Girls Golf Coach

Rate Group	Sport/Position
V	Head HS Boys Tennis Coach
V	Head HS Girls Tennis Coach
V	Head MS Boys Basketball Coach Gr. 7
V	Head MS Boys Basketball Coach Gr. 8
V	Head MS Girls Basketball Coach Gr. 7
V	Head MS Girls Basketball Coach Gr. 8
V	Head MS Football Coach Gr. 7
V	Head MS Football Coach Gr. 8
V	Head HS Fall Cheerleader Coach
V	Head HS Winter Cheerleader Coach
V	Head MS Track Coach
V	Head MS Wrestling Coach
V	MS Intermurals Director, 6th Grade*
V	Head HS Bowling (Girls/Boys) Coach
V	Head HS Lacrosse Coach
V	PE/Health K-12 Subject Area Chair
V	Related Services Department Chair
V	School Counselor Department Chair
V	HS English >6 Department Chair
V	HS Math >6 Department Chair
V	HS Science >6 Department Chair
V	HS Social Studies >6 Department Chair
V	HS Special Education Department Chair
V	Fermata Nowhere Director
V	Orchestra Director
V	MS English >6 Department Chair
V	MS Math >6 Department Chair
V	MS Music, Art, PE >6 Department Chair
V	MS Science >6 Department Chair
V	MS Social Studies >6 Department Chair
V	MS Special Education Department Chair
V	Elementary Special Education Department Chair

Rate Group	Sport/Position
V	ESL Coordinator
VI	Asst. HS Field Hockey Coach
VI	Asst. HS Ice Hockey Coach
VI	Asst. HS Ice Hockey Coach
VI	Asst. HS Ice Hockey Coach
VI	Asst. HS Boys Soccer Coach
VI	Asst. HS Boys Soccer Coach
VI	Asst. HS Boys Soccer Coach
VI	Asst. HS Boys Soccer Coach
VI	Asst. HS Girls Soccer Coach
VI	Asst. HS Girls Soccer Coach
VI	Asst. HS Girls Soccer Coach
VI	Asst. HS Girls Soccer Coach
VI	Asst. HS Lacrosse Coach
VI	Asst. MS Football Coach Gr. 7
VI	Asst. MS Football Coach Gr. 7
VI	Asst. MS Football Coach Gr. 8
VI	Asst. MS Football Coach Gr. 8
VI	Head MS Volleyball Coach Gr. 7
VI	Head MS Volleyball Coach Gr. 8
VI	Asst. MS Wrestling Coach
VI	Practical Arts/Business K-12 Subject Area Chair
VI	World Language K-12 Subject Area Chair
VI	HS PE/Health <5 Department Chair
VI	MS Practical Arts <5 Department Chair
VI	Flag Corps Director
VI	Music (vocal) Director
VI	Percussion Director
VII	Asst. HS Cross Country Coach
VII	Asst. HS Cross Country Coach
VII	Head MS Cross Country Coach
VII	Asst. HS Boys Tennis Coach

Rate Group	Sport/Position
VII	Asst. HS Girls Tennis Coach
VII	Asst. HS Boys Golf Coach
VII	Asst. HS Girls Golf Coach
VII	Asst. HS Bowling (Girls/Boys) Coach
VII	Asst. HS Fall Cheerleading Coach
VII	Asst. HS Fall Cheerleading Coach
VII	Asst. HS Winter Cheerleading Coach
VII	Asst. HS Winter Cheerleading Coach
VII	Fieldhouse Weight Advisor (Fall)
VII	Fieldhouse Weight Advisor (Winter)
VII	Fieldhouse Weight Advisor (Spring)
VII	Fieldhouse Weight Advisor (Summer)
VII	Asst. MS Boys Basketball Coach Gr. 7
VII	Asst. MS Boys Basketball Coach Gr. 8
VII	Asst. MS Girls Basketball Coach Gr. 7
VII	Asst. MS Girls Basketball Coach Gr. 8
VII	Asst. MS Volleyball Coach Gr. 7
VII	Asst. MS Volleyball Coach Gr. 8
VII	Asst. MS Track Coach
VII	Asst. MS Track Coach
VII	Asst. MS Track Coach
VII	Asst. MS Cross Country Coach
VII	Asst. MS Cross Country Coach
VII	Grade Level Chair -K (Bogan)
VII	Grade Level Chair -K (Kramer)
VII	Grade Level Chair -K (Marshall)
VII	Grade Level Chair -1st (Bogan)
VII	Grade Level Chair -1st (Kramer)
VII	Grade Level Chair -1st (Marshall)
VII	Grade Level Chair -2nd (Bogan)
VII	Grade Level Chair -2nd (Kramer)
VII	Grade Level Chair -2nd (Marshall)

Rate Group	Sport/Position
VII	Grade Level Chair -3rd (Bogan)
VII	Grade Level Chair -3rd (Kramer)
VII	Grade Level Chair -3rd (Marshall)
VII	Grade Level Chair -4th (Bogan)
VII	Grade Level Chair -4th (Kramer)
VII	Grade Level Chair -4th (Marshall)
VII	Grade Level Chair -5th (Bogan)
VII	Grade Level Chair -5th (Kramer)
VII	Grade Level Chair -5th (Marshall)
VII	District Media Center Coordinator
VII	Sustainability Initiative Coordinator
VII	HS Academic Comp. Advisor
VII	HS Mock Trial Advisor
VII	Subject Area Coor. >12***
VIII	Asst. HS Swimming Coach (Diving)
VIII	HS Football Equipment Manager
VIII	Head MS Fall Cheerleading Coach
VIII	Head MS Winter Cheerleader Coach
VIII	HS Honor Society Advisor
VIII	HS Newspaper Advisor
VIII	HS Setting Stone Literary Magazine Advisor
VIII	HS Yearbook Advisor
VIII	HS Best Buddies Advisor
VIII	MS Academic Competition Advisor
VIII	MS Newspaper Advisor
VIII	MS Student Council Advisor
VIII	MS Yearbook Advisor
VIII	MS National Junior Honor Society Advisor
VIII	MS Math Competition Advisor
VIII	Building Technology Advisor (Bogan)
VIII	Building Technology Advisor (Kramer)
VIII	Building Technology Advisor (Marshall)

Rate Group	Sport/Position
VIII	Building Technology Advisor (MS)
VIII	Building Technology Advisor (HS)
VIII	Destination/Imagination Advisor
VIII	District Robotics Advisor
VIII	Art <11 Subject Area Coordinator
VIII	Music <11 Subject Area Coordinator
IX	Asst. MS Fall Cheerleader Coach
IX	Asst. MS Winter Cheerleader Coach
IX	HS Freshman Class Advisor
IX	HS Sophmore Class Advisor
IX	HS Junior Class Advisor
IX	HS Senior Class Advisor
IX	HS Student Council Advisor
IX	Pride Coordinator
IX	MS Peer Mediation Advisor
IX	After School Foreign Language Prog. Coor.
X	After School Foreign Language Bldg. Coor. (Bogan)
X	After School Foreign Language Bldg. Coor. (Kramer)
X	After School Foreign Language Bldg. Coor. (Marshall)
X	Elem. Vocal Music Director
X	HS Pep Band Director
X	MS Instrumental Music Director
X	MS Musical Director
X	MS Vocal Music Director - Gr. 7/8
XI	HS Orchestral Musical Director
XI	HS Vocal Musical Director
XI	MS Talent Show Director
XI	MS Vocal Music Director - Gr. 6
XI	Live Stream Coordinator
N/A	Site Manager
N/A	Piano Music Accompanist
N/A	Technology Integration Coordinator

Rate Group	Sport/Position
N/A	Coordinating Intervention Teachers
N/A	District Nurse
N/A	Gifted Coordinator
N/A	Instructional Leader
N/A	Instructional Leader K-12 STEM
N/A	Pax Partner
N/A	Psychologist (Bogan)
N/A	Psychologist (Kramer)
N/A	Psychologist (Marshall)
N/A	Psychologist (THS)
N/A	Psychologist (TMS)
N/A	Wellness Coordinator
N/A	Intervention Coordinator
N/A	Asst. Band Director
N/A	Band Director
N/A	Secondary School Counselor
N/A	Elementary School Counselor
N/A	Social Worker
N/A	Media Specialist

APPENDIX K

COMBINATIONS OF TEACHING CONTRACTS WITH SUPPLEMENTAL CONTRACTS

If, at the time of original employment in the District, the unit member was granted a supplemental contract(s) in addition to a regular teaching contract, said unit member shall be required to retain this combination of contract(s), if offered by the Board, for not less than three (3) years.

Further, the combination of certain regular teaching contracts and supplemental contracts shall be inseparable for the duration of the teacher's employment in the District, so long as the Board offers and requires such combination. Should the Board not offer the supplemental or such combination, this Section shall be null and void for the individual involved. These combinations shall include:

1. High School Instrumental Music / Marching Band, Pep Band, Jazz Band, and Symphonic Band Director.

2. Middle School Instrumental Music / Asst. H.S. Marching Band Director and Middle School Instrumental Music Director

3. High School Vocal Music / H.S. Chorus, Show Choir, and Vocal Music Director

4. Middle School Vocal Music / Middle School Vocal Music Director

5. District Strings Instructor / District Orchestra(s) Director

6. Elementary Vocal Music / Elementary Vocal Music Director

7. Elementary Instrumental Music / Elementary Instrumental Music Director

8. H.S. Yearbook Publication Course / H.S. Yearbook Advisor*

9. H.S. Newspaper Publication Course / H.S. Newspaper Advisor*

- or -

10. H. S. English Teacher (who was employed because he/she held a Journalism Certificate) / H.S. Newspaper Advisor*

11. H.S. Guidance Counselor / Extended Duty Time (15 days)

12. Middle School Guidance Counselor / Extended Duty Time (15 Days)

13. Elementary Guidance Counselor / Extended Duty Time (5 Days)

14. H.S., Middle School, and Elementary Media Specialists / Extended Duty Time (10 Days)

15. District Psychologist / Extended Duty Time (15 Days)

16. Social Workers/ Extended Duty Time (5 Days)

17. Gifted Coordinator (6 Days)

18. Instructional Leader K-12 STEM (10 days)

19. Instructional Leader - Literacy (10 Days)

20. Technology Integration Coordinator (10 Days)

21. Wellness Coordinator (10 Days)

22. Intervention Coordinator (5 Days)

23. Instructional Literacy Coach / ESL Coordinator (10 Days)

A unit member with a combination of contracts as described in this Section will be eligible to be considered for a transfer to another assignment within his/her areas of certification. If a transfer occurs, said unit members will not be required to perform the supplemental duties which were tied to his/her previous teaching assignment. Further, a unit member who is transferred will be eligible to be considered for other supplemental contracts, but will not be required to accept new supplemental contracts as a condition to be transferred.

*If a class is offered, then the supplemental is required.

APPENDIX L

Superintendent Advisory Council	
Building: _____	Date: _____
Building Concern(s):	Outcome(s):
1.	
2.	
3.	
District Concern(s):	Outcome(s):
1.	
2.	
3.	

APPENDIX M

TALAWANDA CITY SCHOOL DISTRICT
STUDENT GROWTH MEASURE ERROR FORM

Member's Name _____

Building _____

Date Submitted _____

Description of Possible Data Error:

☐ SLO Error

☐ Value Added Error

☐ Vendor Assessment Error

_____

_____

_____

_____

_____

_____

_____

_____

_____

Meeting with administrator to discuss situation occurred on _____.

_____ _____
Signature of Member* Signature of Administrator*

*Signatures are only to indicate that a meeting has been held to discuss the situation.

Agreement to Substantive Error: ☐ Yes

☐ No

Please document steps taken to correct error if possible.

_____

_____

Administrator's Signature Date

Please attach form for evaluation in question.

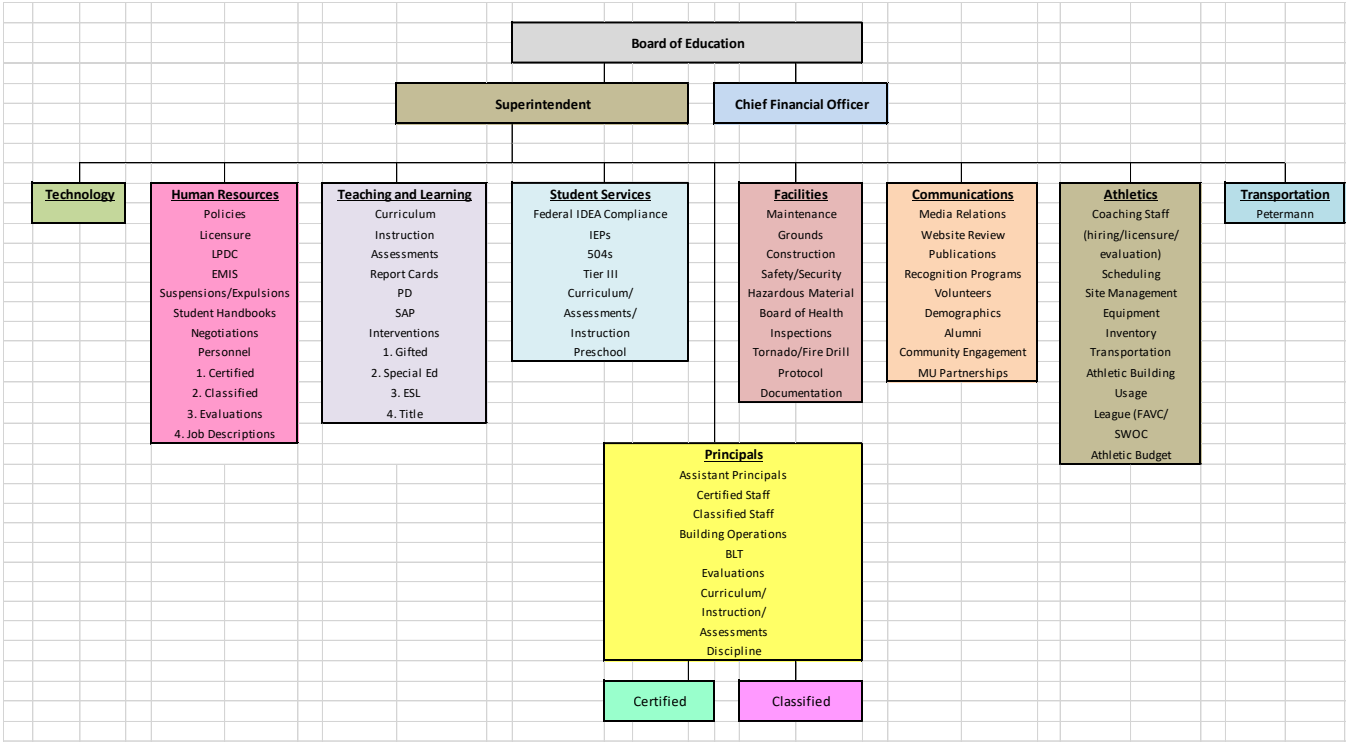
Member's Comments:

_____

_____

Member's Signature Date

APPENDIX N


Board of Education
Superintendent
Chief Financial Officer
Technology
Human Resources
Policies
Licensure
LPDC
EMIS
Suspensions/Expulsions
Student Handbooks
Negotiations
Personnel
1. Certified
2. Classified
3. Evaluations
4. Job Descriptions
Teaching and Learning
Curriculum
Instruction
Assessments
Report Cards
PD
SAP
Interventions
1. Gifted
2. Special Ed
3. ESL
4. Title
Student Services
Federal IDEA Compliance
IEPs
504s
Tier III
Curriculum/
Assessments/
Instruction
Preschool
Facilities
Maintenance
Grounds
Construction
Safety/Security
Hazardous Material
Board of Health
Inspections
Tornado/Fire Drill
Protocol
Documentation
Communications
Media Relations
Website Review
Publications
Recognition Programs
Volunteers
Demographics
Alumni
Community Engagement
MU Partnerships
Athletics
Coaching Staff
(hiring/licensure/
evaluation)
Scheduling
Site Management
Equipment
Inventory
Transportation
Athletic Building
Usage
League (FAVC/
SWOC
Athletic Budget
Transportation
Petermann
Principals
Assistant Principals
Certified Staff
Classified Staff
Building Operations
BLT
Evaluations
Curriculum/
Instruction/
Assessments
Discipline
Certified
Classified