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TROY CITY SCHOOLS

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN THE TROY BOARD OF EDUCATION AND THE TROY CITY EDUCATION ASSOCIATION

Effective
August 1, 2024 through July 31, 2027

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ARTICLE 1

RECOGNITION AND NEGOTIATIONS

1A BARGAINING UNIT

1A1 PARTIES

The parties to this agreement are the Troy City Education Association, an affiliate of Ohio Education Association (OEA) and National Education Association (NEA) (herein referred to as the "TCEA"), and the Troy City School Board of Education (herein referred to as the "Board"). "TCEA" and "Board" include the representatives of each party. References to gender include both sexes unless the context clearly means a particular sex.

1A2 BARGAINING UNIT INCLUSIONS

The bargaining unit represented by the TCEA shall consist of all certificated/licensed full-time and regular part-time teachers, psychologists, speech and hearing therapists, counselors, certified/licensed librarians, tutors and school nurses.

1A3 BARGAINING UNIT EXCLUSIONS

Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Business Manager, Athletic Director, principals, assistant principals, Director of Human Resources, other employees who are supervisors or management-level employees per the definitions of O.R.C.§4117.01(L), other substitutes, all non-certificated/licensed positions, and all other employees of the Board.

IA4 DEFINITIONS

a. "STAFF MEMBERS" – All personnel eligible for membership in the Association as defined in Article 1A2 of this agreement.
b. "BARGAINING UNIT WORK" – Work or similar work that is currently done by staff members.
c. "FULL – TIME" – Seven and three quarter (7 ¾) hours work per day.
d. "REGULAR PART-TIME" –Two (2) or more hours of work per day. "Regular part-time staff members" shall not include substitute teachers unless those substitute teachers have taught more than sixty consecutive days in one specific teaching position.
e. "TUTOR" – a certified/licensed staff member who works within the school building, during regular school hours, for at least ¾ of the school day for the purpose of instructing students.

f. "DAYS" – as used throughout this Professional Negotiations Agreement shall mean staff member work days during the regular school year and calendar days other than Saturdays, Sundays and state and/or federal holidays in the summer

g. "IMMEDIATE SUPERVISOR" - the administrator assigned to evaluate the staff member.

h. "INTER-SCHOOL MAIL SYSTEM" – correspondence picked up and delivered between Troy City school buildings, the Board office, and Hayner Cultural Center, which may also be called the pony.

1B NEGOTIATIONS PROCEDURE

1B1 RECOGNITION

The Board recognizes the TCEA as the sole and exclusive negotiating representative of the bargaining unit defined in Article 1A2 for the purpose of arriving at an agreement on proposals concerning wages, hours, terms, and conditions of employment.

1B2 NO STRIKE

In exchange for recognition and the covenants in this agreement, the TCEA agrees not to engage in a strike or any other form of concerted activity which would amount to a withholding or partial withholding of the services for which the membership was hired to perform during the term of this agreement.

The TCEA further agrees to actively discourage a breach by its membership of the preceding sentence.

1B3 PROCEDURES

If either party, at least one hundred twenty (120) calendar days prior to the expiration of the current contract, gives notice to the other party of the desire to negotiate a new contract, negotiations shall begin no later than ninety (90) calendar days prior to the said expiration date.

TCEA and Board shall exchange issues to be bargained at a mutually agreed time and place. Negotiations shall be completed within forty-five (45**)** calendar days, unless a representative election is being held or unless extended by mutual agreement in writing.

1B4 AGREEMENT

When the participants reach an agreement, a joint written report will be prepared and presented to the Board and the membership of TCEA. When a joint report is presented and:

a. The TCEA affirms acceptance of the report, and;

b. The Board accepts the report; the recommendations of the report will be put into effect by the Superintendent and the administration.

1B5 IMPASSE

If the parties fail to reach complete agreement on the successor contract by forty-five (45) calendar days before expiration of the current agreement, either party may request the appointment of a mediator from the Federal Mediation and Conciliation Service. The mediator shall meet with the parties as he deems appropriate in an attempt to resolve the disputed issues. If the parties have not reached complete agreement on a successor contract by the expiration of the current agreement, then TCEA may proceed in accordance with Ohio Revised Code §4117.14(D)(2). During such process, the mediator may continue to work with the parties as he deems it appropriate.

1B6 SEVERABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Professional Negotiations Agreement governs the wages, hours, terms and conditions of employment of staff members and the terms of this Professional Negotiations Agreement prevail over any state statute to the contrary. If any specific provision of this Professional Negotiations Agreement is invalidated by state or federal court ruling or subsequent change in the law, the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Professional Negotiations Agreement. The parties will meet to resolve any necessary change in the contract relative to the affected provision within sixty (60) calendar days by demand of either party.

1B7 MANAGEMENT RIGHTS

On behalf of itself as the representative of the voters, taxpayers, students and parents of students, the Board reserves unto itself the following rights:

a. To direct and supervise employees.
b. To hire or promote employees.
c. To discipline or terminate employees for just cause.
d. To determine the strength of the workforce and reduce the workforce for lack of need or funds.
e. To maintain the efficiency of operations in the Troy City School District and the personnel by which such operations shall be carried out.
f. To exercise any other power or prerogative given it under the Revised Code of the State of Ohio or any reasonable inference to be drawn there from

1B8 IMPLEMENTATION

a. The parties to this agreement each acknowledge that this agreement contains the entire agreement between them. Neither party shall be obligated during the term of this agreement to negotiate on matters contained in this agreement or matters not contained in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement. Except as provided in paragraph (b) below, TCEA expressly waives any and all rights to bargain on the decision or the effect of Board decisions pertaining to issues not covered in the Professional Negotiations Agreement during its effective term.

b. If the Board implements a policy, practice, or procedure to carry out state or federal mandates on education pertaining to issues not covered in the contract which go into effect during the term of this agreement, the Board shall provide an opportunity for TCEA to bargain about the effects of any change on the wages, hours, or terms and working conditions of staff members. The TCEA President or his designee must submit a written request for bargaining to the Superintendent within fifteen (15) calendar days after TCEA's receipt of notice of the change from the Superintendent. The Board and TCEA shall meet to bargain in good faith for a period of time not to exceed fifteen (15) calendar days unless such time limitation is extended by mutual agreement. In the event that the bargaining issue(s) is not resolved with the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Services or a mediator from SERB, for a period not to exceed seven (7) calendar days. This provision on mediation will not prevent the Board, after seven (7) calendar days, from implementing the new or changed policy, practice or procedure and TCEA from proceeding in accordance with O.R.C. 4117.

1B9 DUTY TO BARGAIN

This section constitutes the Board's entire duty to bargain during the term of this Professional Negotiations Agreement. Any dispute over whether the Board has complied with its bargaining obligation under this Professional Negotiations Agreement shall be determined through the grievance and arbitration procedure only. Neither TCEA nor any staff member shall file an unfair labor practice charge or any other challenge to the Board's compliance with its duty to bargain during the term of this Professional Negotiations Agreement.

1C TCEA RIGHTS

1C1 RIGHTS

The TCEA is accorded the following rights:

a. Use of a bulletin board in the staff members' lounges.

b. Permission to make announcements during school faculty meetings.

c. Use of a public address system to make announcements.

d. Use of individual school equipment and facilities by the TCEA, so long as such equipment or facility is not in use and the TCEA pays for supplies that are consumed.

e. Receipt of the names and addresses of newly employed staff members no later than twenty (20) days after Board hire date.

f. Participation in the initial orientation meeting for new staff members and general meeting of all staff members, if such a meeting is held.

g. Use of the district's daily inter-school mail system, individual school mailboxes, and school e-mail for the distribution of association materials and information to staff members.

h. During the school year the Board shall distribute the Board's official agenda and addenda including but not limited to minutes and financial reports of each Board meeting, including any special meetings, to the TCEA President's school mailbox at the same time a copy is sent to Board members. During the summer the Board shall distribute the Board's official agenda and addenda, including but not limited to minutes and financial reports of each Board meeting, including any special meetings, to the TCEA President by mail at the same time a copy is sent to Board members.

i. The Board shall provide a hard copy of the current Professional Negotiations Agreement to staff members no later than each building's opening staff meeting once a successor agreement is reached. The TCEA President shall receive ten (10) additional copies. New hires shall be provided a hard copy of the current Professional Negotiations Agreement at the orientation meeting or upon hire.

j. (1) Upon request of the President of TCEA, the Board shall provide, without charge to TCEA, copies of all financial documents as requested.

(2) The TCEA President and/or a designee and/or the Labor Relations Consultant of TCEA will be provided any other public record or document upon his written request and payment of reasonable copying charges for pages in excess of two hundred fifty (250).

k. A representative of TCEA shall be permitted to address the Board during the hearing of the public portion of Board meetings.

l. TCEA may use up to twenty (20) days for association business and these days must be marked as such on the leave form.

1C2 ACCESS TO SCHOOLS

The President of TCEA and/or a designee and/or the Labor Relations Consultant of TCEA shall have the right to visit schools. Upon arrival at any building, the President and/or designee and/or the Labor Relations Consultant of the TCEA shall sign in as a visitor. These visits will not disrupt class instruction.

1D LABOR MANAGEMENT COMMITTEE

As a means to provide ongoing communication between TCEA and the Board, an LMC shall meet in the month of September and as often as deemed necessary by the parties, but not less than every other month excluding June, July and August. The TCEA President and the Superintendent and their representatives, nominated by the TCEA President and the Superintendent respectively, shall meet during the scheduled school day and discuss issues on an agenda. The agenda shall be composed of items submitted to the party responsible for the meeting. Items for the agenda shall be submitted to the responsible party not less than five (5) days prior to the scheduled meeting. Emergency items may be presented by mutual agreement. Items on the agenda shall not pertain to grievances or the settlement thereof or deal with items that will require collective bargaining. All decisions of the Committee shall be made through consensus.

Responsibility for "facilitating" the meeting, taking minutes of the meeting, and distributing the minutes of the meeting shall be alternated between the TCEA President and the Superintendent or their designees. Minutes of the meeting shall be distributed to all members of the committee not less than ten (10) days after the meeting has been held. The parties agree that the participation and concurrence with actions taken by this committee do not waive the contractual provisions of the Professional Negotiations Agreement and that no contractual provisions will be waived to allow this committee to function. Furthermore, participation in and discussion of issues within this committee does not constitute a waiver of the right to bargain under ORC 4117 by TCEA any issue it deems bargainable under the negotiations provisions of the state law and the negotiated agreement.

1E JUST CAUSE

No staff member shall be disciplined, reduced in compensation, terminated or otherwise deprived of any professional advantage in his regular teaching contract without "just cause" in compliance with the applicable provisions of this Professional Negotiations Agreement.

ARTICLE 2
TEACHING CONDITIONS

2A LENGTH OF SCHOOL DAY/YEAR

The staff member work day is established at seven (7) hours forty-five (45) minutes inclusive of a thirty (30) minute, duty-free lunch. The maximum student day at the high school will not exceed seven (7) hours, the maximum student day at the junior high will not exceed seven (7) hours, the maximum student day at the sixth (6^{th}) grade building will not exceed six (6) hours and fifty-five (55) minutes, the maximum student day at the elementary buildings will not exceed six (6) hours and forty-five (45) minutes . These hours may be adjusted per the calendar adopted by the Board for make-up days. Times will be adjusted accordingly to appropriately fit the hours of student attendance within the various buildings. Staff members who work at West Central Juvenile Detention Center (WCJDC) will comply with WCJDC's work schedule.

Staff members are expected to be in their respective buildings performing the usual and customary functions of a staff member. Staff members in the special areas or departments who serve in more than one building will report in a timely manner to the building where they meet their first class.

Building principals are in charge of the total operation of the buildings. They shall develop in writing and distribute to all staff members a policy to provide supervision for students arriving early and remaining after school so as not to be disruptive of the staff member planning time or the school day.

On calamity days, staff members will not be required to report to work. On delay or early release days, the reporting of release time will be equal to the amount of time of the delay or early release (e.g. on a two-hour delay staff members will be required to report to work two (2) hours later than the regularly scheduled report time). Once the district has reached five (5) calamity days without instruction, staff members will make up time by using remote learning days up to a limit of ten (10) remote learning days. After ten (10) remote learning days, staff members will make up instructional time per the calendar as adopted by the Board. Staff members are allowed to work from home during remote learning days.

The length of the school year shall not exceed one hundred eighty-five (185) days with the last staff member workday reserved for completion of check out procedures. The school calendar will be determined by mutual agreement between the Board and TCEA and TCSSA by January 1 each year. The school calendar will be negotiated one (1) year in advance. In the event the parties cannot reach a mutual agreement, the Board will make the final determination. Any changes in the agreed to school calendar after Board adoption must be negotiated between the Board and the Associations.

2B PREPARATION AND PLANNING TIME

2B1 END OF GRADING PERIOD

Preparation and planning time for all teachers will be scheduled one afternoon at the end of each grading period. This time will be provided by dismissing school early on the last student day at the end of each grading period, not to exceed one (1) hour but less than one (1) hour if necessary to comply with state requirements for the minimum school day. It is understood that this time will not be devoted to extracurricular activities, i.e., athletic practices, intramurals, drama, music organizations, but will be reserved for the purpose of grade preparation, doing grade cards and planning.

Staff members will have two (2) full school days following the end of the grading period to submit accurate grades. Grades must be submitted by 8:00 AM of the third (3rd) school day. This excludes fourth (4th) quarter senior grades, which are due at the discretion of the high school principal. The fourth (4th) quarter grades for all other students are due by the end of the last staff member workday.

2B2 DURING THE SCHOOL DAY

a. Secondary staff members shall have a minimum of one (1) full class period per day for preparation, conferences, and planning, except when there is an administratively adjusted or shortened schedule during the school day. Secondary staff members may also voluntarily elect to give up a planning period in order to teach another period and receive extra compensation for the loss of that planning period for the duration of a semester or entire school year. Compensation shall be based on one-seventh of the staff member's current salary.
b. Except when there is an administratively adjusted or shortened schedule during the school day or week, or when faculty or staff member committee meetings are held, elementary staff members shall have a minimum of 180 minutes per week for preparation, conferences, and planning time, during which time they will not be scheduled for other duties. This time does not include time before or after the student day.
c. Staff members will be responsible for their regularly scheduled students during assemblies, student programs, or any other student activities scheduled during their class time.
d. Whenever appropriate, an administratively adjusted or shortened school day will be planned so as to maintain the instruction of all regularly scheduled classes.

2B3 NOON SUPERVISION

Elementary staff members will be released whenever possible from noon supervision duties for collaboration with intervention staff members, to provide more instructional time, or for other professional activities.

2B4 LOSS OF PLANNING PERIOD

When a half-day or full-day substitute cannot be obtained, the administrator may ask a staff member or staff members to cover the class. In this case, if the staff member(s) loses a planning period, he will be paid at an hourly rate of .0008 of base.

2B5 LOSS OF SPECIAL PERIOD

If an elementary staff member covers a special class (music, art, library, and physical education) when a substitute staff member is not available, he will be reimbursed at an hourly rate of .0008 of the base pay.

2B6 SPECIAL EDUCATION

2B6a Writing IEPs, WEPs, RIMPs

State and Federal mandates require intervention specialists to write IEPs. As a result of these additional mandates, intervention specialists, upon request, will be granted up to four (4) release days per year, for the purpose of writing IEPs. Additionally, in the event an intervention specialist has an excessive caseload, additional days may be granted if the need is demonstrated.

Since State and Federal mandates also require teachers to write WEPs and RIMPs, classroom teachers, upon request, will be granted release time or compensation at an hourly rate of .0008 of the base to complete these plans outside the contract day.

2B6a Writing IEPs

State and Federal mandates require intervention specialists and SLP's to write IEP's. As a result of these additional mandates, intervention specialists and SLP's, upon request, will be granted up to four (4) release days per year, for the purpose of writing IEP's. However, in the event an intervention specialist has an excessive caseload, additional days may be granted if the need is demonstrated.

2B6b Attending Educational Planning Meetings

When attending an educational planning (i.e., ETR, IEP, WEP, IAT, 504, Early Entrance, Acceleration, RIMP, Data Meetings, etc.) meeting, the following priorities will be used:

1. During the contracted school day – no compensation
2. Student day – no compensation
3. Outside the school day – at an hourly rate of .0008 of base

a. Before school
b. After school

4. Outside the school year – at an hourly rate of .0008 of base

Meetings will not compromise any staff member's lunch period and will not abuse loss of planning period for any one staff member.

2B7 INTERNAL COVERAGE OF CLASSES

If a staff member is directed by their administrator to monitor/supervise/teach students from another staff member's class, in addition to their own class during the same time/period and the number of students being added exceeds seven or causes them to have 35 or more students in total, he/she will be reimbursed at an hourly rate of .0008 of the base pay.

2B8 TEACHING SPLIT-LEVEL CLASSES

Elementary staff members who teach split-level core classes shall receive a stipend of two thousand dollars ($2000). Should a split-level class be eliminated or created sometime during the school year, a proportionate stipend shall be paid.

2B9 TEACHING ONLINE STUDENTS

Core subject area staff members for grades 6-12 who teach online students in addition to their regular classes shall receive a stipend as follows:

- 1-4 online students – one thousand two hundred fifty dollars ($1250)
- 5-9 online students – one thousand seven hundred fifty dollars ($1750)
- 10-15 online students – two thousand two hundred fifty dollars ($2250)
- 15+ students – every effort will be made to establish separate sections within the master schedule for online learning. If that is not possible students will be split into equal smaller groups.

Staff guidelines for instruction and support will be developed and mutually agreed upon by a committee of teaches and administrators. The committee shall be comprised of an equal number of both.

2C ABSENCE FROM BUILDING DURING SCHOOL HOURS

Staff members may leave the building during their lunch period. Staff members may leave the building at other times during the school day as long as the staff member signs in and out. Traveling teachers may move from building to building as dictated by their schedule without having to sign in and out. No staff member may leave the building during scheduled classroom instruction time unless he receives permission from the principal.

2D STAFF MEMBERS' ABSENCE

2D1 STAFF MEMBER RESPONSIBILITY WHEN SUBSTITUTE IS NECESSARY

In order to preserve a continuing plan of educational experiences, the staff member has the following responsibilities in case of his absence:

a. Staff members are responsible for ensuring the substitute has access to lesson plans to teach. For absences exceeding five (5) days, staff members are responsible for providing guidance in lesson planning for the substitute but are not responsible for daily lesson plans.
b. Seating chart or list of pupils' names.
c. A list of special rules, routines, schedules.
d. Indication of pupils who have unique educational needs.
e. Students prepared to work cooperatively with substitute staff members. It is recognized that the preparation of students for a substitute may not be possible in the event of an unanticipated absence caused by sudden illness.

These and other courtesies should be extended to individuals serving in the substitute capacity. Every reasonable effort shall be made by the administration to secure substitutes where necessary.

2D2 REPORTING PROCEDURE

Staff members are expected to enter all absences in the KIOSK as soon as possible and will follow the appropriate procedure to obtain a substitute.

2E PROFESSIONAL GROWTH

2E1 PROFESSIONAL DEVELOPMENT

The Superintendent of Schools is responsible for developing the yearly focus of the professional development program. The implementation of the district professional development program is delegated to a committee composed of teachers and administrators. The committee shall meet at least once annually

to develop the annual plan for professional development. The first meeting shall occur no later than fifteen (15) days prior to the end of the previous school year.

Four (4) days of professional development will be established in the annual school calendar. Three (3) of those days shall be directed by the Professional Development Committee. One (1) of those days, as determined by the calendar committee, will have opportunities created by the Professional Development Committee, but staff members may substitute six (6) hours of outside professional development time related to their annual goals and/or the district strategic plan for this district scheduled day upon approval of the building principal. In such cases where staff has already completed required time with approved outside opportunities, staff shall not be required to attend the Committee created day.

Staff members are encouraged to check with building administrators for available funds if they wish to pursue additional opportunity for professional development that are in alignment with their annual goals and/or the district strategic plan.

2E2 STAFF MEETINGS

All staff members are expected to attend regularly-scheduled general staff meetings, staff meetings within their buildings, and staff meetings held within their curriculum departments and such other meetings of the staff as are called immediately preceding or following the close of school. All such regularly scheduled meetings will follow the plan of an annually published master calendar. Building staff meetings shall not normally last longer than one (1) hour. Building staff meetings shall not be held more than once a month, unless valid conditions exist. Traveling staff members will attend the staff meeting in their home school.

2E3 WEEKLY AFTER SCHOOL MEETING SCHEDULE

The second and third Wednesday of each month shall remain free from any after-school district obligations or meetings in order for TCEA to use them to conduct association business. All other days except Saturday, Sunday and school holidays shall be available for after-school meetings.

2E4 DISTRICT COMMITTEES

The Board and TCEA recognize the importance of providing for staff member input in the curriculum and in other district committees. When serving on regularly scheduled district committees, or when working on major curriculum revisions or pilot programs approved by the Superintendent or designee, staff members will be granted release time or will be paid an hourly rate at .0008 of base.

2E4a CURRICULUM COMMITTEES

Curriculum study committees shall follow these guidelines:

a. Classroom staff members who will be using the curriculum shall participate on these committees. Every effort will be made to find at least one staff member from each building affected to serve on this committee.

b. The committee shall be provided financial information regarding a new purchase or an update, state requirements of the curriculum, and any pertinent local policies.

c. Each curriculum committee will be charged with reviewing and updating the vertical alignment, curriculum map, pacing guide, and material for its area of study, as needed.

d. Whenever the District determines the need to purchase/implement new core curricular materials that will be required for use, the Curriculum Director(s) shall coordinate the efforts to ensure that teachers who will be using these materials are involved in the selection of those materials. Teachers shall be given the opportunity and time to have input into the selection.

e. Adoption of new curricular resources identified as a result of the work of this committee shall be made by a vote of the classroom staff members on the committee based on input from the staff members in their buildings. The date the vote will occur will be communicated to the TCEA executive committee at least one (1) month in advance as well as the results, after the vote has occurred. The results of the building votes will be shared with the TCEA and the Curriculum Director(s).

f. Every effort will be made to minimize paperwork (busywork) of the committee members. (For example, scope and sequence charts, additional enrichment or remedial materials and/or activities.)

g. Curriculum Committees will convene for curriculum review and necessary curriculum revisions on a rotating basis by curriculum area, as needed.

2E5 INCLUSION

In each building there will be Intervention Assistance Teams (IAT).

2E6 TROY LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

a. Governance

The Troy Local Professional Development Committee (TLPDC) policies, procedures, and

governance shall not supersede the Professional Negotiations Agreement, state law and/or district policy. Proposals to the TLPDC and approvals/denials by the TLPDC shall not override the Professional Negotiations Agreement, state law and/or district policy. The decisions of the appeals committee shall be binding and not subject to the grievance procedure.

b. Definitions

For this section "teacher" is defined as any staff member holding a valid teaching certificate/license issued by the Ohio Department of Education (ODE). "Administrator" is defined as any person employed for the majority of their contract time in administration, and who holds a valid Ohio administrative certificate/license issued by the ODE.

c. Selection

The TCEA President will appoint all staff members of the committees with approval from the TCEA Executive Committee. The Superintendent will appoint the administrative members of the committee.

d. Representation

(1) The TLPDC will consist of at least three (3) teachers from different elementary schools, one (1) from the junior high, two (2) from the high school, one (1) elementary administrator, one (1) secondary administrator, one (1) Board administrator and a Board secretary. When approving a staff member's plan, the majority of voting members must be teachers. When approving an administrator's plan, the majority of the voting members must be administrators. The staff members required to vote on an administrator's plan will be randomly selected by lottery.

e. Committee Terms of Office

The term of office for teachers serving on the committee shall be three (3) years, which may be renewed upon approval of the TCEA President. Terms will expire on August 31 and begin on September 1.

f. Vacancies

In the event of a teacher vacancy on TLPDC, the TCEA President with approval of the TCEA executive committee will appoint a new member.

g. Committee Responsibilities

(1) The TLPDC will:

(a) establish rules, by-laws, procedures of scheduling;

(b) set agendas, keep minutes, perform record-keeping;

(c) set criteria for IPDPs;

(d) follow the process for appeals;

(e) define reciprocity arrangements;

(f) define the format, timeline, approval and revision process of IPDPs;

(g) report procedures with ODE.

(2) Annually, by October 1, the committee will elect one of their teacher members and one administrator as chairpersons by majority vote of the members. The responsibilities of the chairpersons are to set the meeting dates, prepare agendas, conduct meetings, communicate with members of the committee and the BOE secretary, contact staff members concerning re-submission or denial of the IPDP, notify staff members of a upcoming meeting and serve as members of the TLPDC.

(3) The BOE Secretary, a non-voting member of the committee, will maintain the members' attendance, minutes of action during the meeting, distribute copies of the minutes to committee members, notify applicants of approval, maintain a permanent record of events, post meeting dates on the website and other tasks deemed necessary by the committee.

h. LPDC Compensation

All teacher members on the above committee will be paid at a curriculum rate of .0008 of the base/hour. The pay will include actual meeting hours and time spent preparing for meetings as well as the initial training hours required and any subsequent training sessions, as deemed necessary.

i. Removal From Office

Committee members who are unable to fulfill their role as an active member may withdraw by notifying in writing the chairpersons of the committee and the TCEA President. Additionally, a member who is absent from more than two meetings in the term year may be replaced using the vacancy clause.

j. Appeal of an IPDP

(1) If the IPDP is rejected by the committee, the staff member may resubmit a revised plan within fifteen (15) days to the same committee.

(2) After two (2) re-submissions, the staff member may abide by the recommendation(s) of the LPDC or may appeal the contents of the IPDP in writing to the Appeals Committee within 20 days.

(3) The first two (2) appeals may be presented in person at the next regularly scheduled meeting of the TLPDC. A written request for inclusion on the agenda should be submitted no later than three (3) days prior to the regularly scheduled TLPDC meeting. A majority of the vote of the TLPDC will determine the outcome of the appeal. Written notification of the appeal decision, including any area(s) needing improvement, shall be provided within five (5) days. All attempts will be made to adhere to the timeline, and written notification will be given if more time is needed to review the plan.

(4) The Appeals Committee shall consist of any three (3) Troy City Schools licensed staff

members; one (1) chosen by the staff member or administrator, one (1) chosen by the TCEA President, and one (1) chosen by the Superintendent. The Chairpersons will be excluded from the Appeals Committee. All written appeals will be reviewed by the next regularly scheduled meeting of the TLPDC. The decision of the Appeals Committee is binding and not subject to the grievance procedure.

k. New Employees

An employee new to the district with an approved IPDP from the previous district will have completed work for that IPDP accepted by the TLPDC. The new employee will need to re-write his plan in accordance with the TLPDC guidelines for the work the employee needs to complete.

l. Miscellaneous

Dates, times, and meeting places will be published by September 1st of each year by the BOE secretary and posted on the district website.

All meetings of the TLPDC shall be open to the public provided, however, the Committee shall be authorized to go into executive sessions in accordance with the procedure contained and for the reasons stated in O.R.C.121.22(G). Any TLPDC member who violates confidentiality may be considered for dismissal from this Committee.

2E7 SERVICE AS ACTING BUILDING PRINCIPAL

A staff member who holds a building appropriate principal's license may be appointed by the Superintendent as Acting Building Principal (Principal-In-Charge) of a building to perform the duties of the principal, except as they relate to evaluation or discipline of other staff members, on days when the building principal is absent from the district or temporarily assigned to other duties. The Principal-In-Charge will be responsible for school safety and general supervision, including any emergencies affecting the building, but shall not issue formal discipline to students, except to remove them from dangerous situations.

The Board shall provide a substitute teacher to perform the staff member's regular duties and shall compensate the staff member serving as acting principal at the rate of fifty dollars ($50.00) a day in addition to his regular compensation.

Any staff member with appropriate licensure who is interested in serving as a Principal-In-Charge shall contact the Superintendent or his designee. All Principal-In-Charge candidates

must complete a training program conducted by the central office to participate.

The Principal-In-Charge shall be covered with regard to any liability issues as if he were a current administrator. The Principal-In-Charge will work a normal work day in length depending on operational hours of the building assigned, exclusive of after school activities.

2F COMMUNITY RELATIONS

2F1 OPEN HOUSES AND PARENT-TEACHER CONFERENCES

In the interest of sound school-community relations, staff members are expected to attend open houses and are encouraged to attend other school-related community meetings. Teachers are required to attend parent-teacher conferences. If the building principal and the staff decide to conduct parent-teacher conferences at a time other than as indicated on the school calendar, teachers are required to attend 14.5 hours of parent-teacher conferences or building-wide professional development outside the regularly scheduled school day. Final approval rests with the Superintendent or his designee.

2F2 PROTECTION OF STAFF MEMBERS

COMMUNITY VERSUS STAFF MEMBER COMPLAINT PROCEDURE

Complaints to the administration against staff members shall be handled through the following steps:

1. Any and all anonymous information or complaints against a staff member shall not be used in evaluations, discipline, decisions of assignment, or in any way be made a matter of record. Any complainant who is not willing to have his name disclosed to the staff member will be informed that no further investigation or action, except as legally required, will be taken by the Board or administration.
2. If a complaint is shared with any member of the Board or administration, no action, except as legally required, will be taken until all procedures listed in 3 through 5 of this section have been completed.
3. The complaining party must first be directed to discuss his concern with the staff member involved, and the details of the complaint, including the name of the complainant, will be forwarded to the immediate supervisor, who will communicate that information to the staff member.

4. The staff member, then, has the opportunity to remedy the complaint, without administrative involvement, as soon as possible, or he may defer action to the immediate supervisor.
5. If the staff member and the complaining party cannot satisfactorily resolve the problem, either the complainant, the staff member, or the immediate supervisor may request a meeting of both parties and the immediate supervisor. The meeting will be arranged at a mutually convenient time. If both parties do not wish to advance the issue to a meeting with the immediate supervisor, the matter will be considered closed.
6. If the complainant is not satisfied with the previous attempts to resolve this issue, the complaint shall be reduced to writing by the complainant and directed to the Superintendent or his designee. A copy of the written complaint shall be supplied to the staff member and the immediate supervisor at the time it is submitted to the Superintendent or his designee.
7. A meeting will be held with the complainant, the staff member, and the Superintendent in an attempt to resolve the issue.
8. If the complainant is still not satisfied with the attempts to resolve this issue, the complainant may elect to forward the written complaint to the Board.
9. If the complaint is made a matter of record, placed in the staff member's personnel file, or used in an evaluative manner, the staff member shall be given an opportunity to attach comments to the written complaint.

The staff member will have the right to be represented by a TCEA staff member employed by the Board at any step in the complaint procedure. Also, if at any point in this procedure the complainant becomes disruptive or abusive, the Board policy on public conduct on school property will take effect.

2G ALCOHOL/SUBSTANCE ABUSE

1. Any staff member who is proved to have distributed, dispensed, or sold an illegal controlled substance or alcohol while on duty at school, or while serving in a contractual role as a supervisor of students beyond the school day will be subject to termination of employment.
2. Any staff member who is proved to have consumed alcohol or any illegal controlled substance on school property or at a school-sponsored event while serving in a contractual role as a supervisor of students beyond the school day shall be subject to disciplinary action up to and including termination (see Section 4H, Disciplinary Procedure, of the Professional Negotiations Agreement). Any staff member who is proved to be under the influence of alcohol or any illegal controlled substance on school property or at a school-sponsored event while serving in a contractual role as a supervisor of students beyond the school day shall be subject to disciplinary action up to and including termination (see Section 4H, Disciplinary Procedure, of the Professional Negotiations

Agreement). In the event of a second violation, in addition to disciplinary action being taken, the staff member will be required to undergo an evaluation by a trained drug/alcohol evaluator in the Employee Assistance Program, and upon the recommendation of the trained drug/alcohol evaluator will be required to successfully complete a substance assistance or rehabilitation program. Failure to participate in such a program and/or being proved guilty of a third violation of this policy may result in termination of employment.

3. A staff member shall only be referred for a drug or alcohol test if good cause is shown; such staff member who refuses a drug or alcohol test will be subject to disciplinary action up to and including termination.

2H TOBACCO FREE POLICY

All buildings, grounds and vehicles of the Board will be tobacco free, including cigarettes, cigars, pipes, herbal tobacco products, electronic and smokeless cigarettes, vapor devices, and chewing tobacco.

2I CLASS SIZE

A timely effort will be made to balance class size and teacher workload within a grade level and/or subject area within each building.

The number of pupils assigned to any unit or classroom by the Administration shall not exceed the capacity of the teaching facilities. If either the TCEA or a Teaching Staff Member believes that there is an imbalance or overload in either an individual class size, or the total teaching load of a Teaching Staff Member, the following procedure will be used:

A. TCEA shall refer the problem in writing to the Building Principal for resolution.

B. If the alleged imbalance or overload is not resolved, TCEA shall refer the problem to the Superintendent or his designee for resolution.

C. The Superintendent's resolution of the alleged imbalance or overload shall be final.

2J TROY LOCAL MASTER TEACHER COMMITTEE

a. Governance

The Troy Local Master Teacher Committee (TLMTC) policies, procedures, and governance shall not supersede the Professional Negotiations Agreement, state law and/or district policy. Proposals to the TLMTC and approvals/denials by the TLMTC shall not override the Professional Negotiations Agreement, state law and/or district policy. The decisions of the appeals committee

shall be binding and not subject to the grievance procedure.

b. Definitions

For this section "teacher" is defined as any staff member holding a valid teaching certificate/license issued by the Ohio Department of Education (ODE). "Administrator" is defined as any person employed for the majority of their contract time in administration, and who holds a valid Ohio administrative certificate/license issued by the ODE.

c. Selection

The TCEA President will appoint all teachers of the committee. The Superintendent will appoint the administrative members of the committee.

d. Representation

The TLMTC will consist of at least two (2) teachers from different elementary schools, one (1) from the junior high, one (1) from the high school, one (1) elementary administrator, one (1) secondary administrator, one (1) Board administrator and a Board secretary.

c. Committee Terms of Office

The term of office for teachers serving on the committee shall be three (3) years, which may be renewed upon approval of the TCEA President. Terms will expire on August 31 and begin on September 1. The terms of office for the TLMTC shall be staggered.

f. Vacancies

In the event of a teacher vacancy on TLMTC, the TCEA President with approval of the TCEA executive committee will appoint a new member. Once the committee is active, the vacancies will be filled with Master Teachers if at all possible.

g. Committee Responsibilities

(1) The TLMTC will:

(a) establish rules, by-laws, procedures of scheduling;

(b) set agendas, keep minutes, perform record-keeping;

(c) set criteria for Master Teacher as directed by ODE and follow scoring procedures;

(d) set up and follow the process for appeals;

(e) define reciprocity arrangements;

(f) define format, timeline, approval and revision process of Master Teacher.

(g) report procedures with ODE and EMIS Report Form;

(2) Annually, by October 1, the committee will elect one of their teacher members and one administrator as chairpersons by majority vote of the members. The responsibilities of the chairpersons are to set the meeting dates, prepare agendas, conduct meetings, communicate with members of the committee and the BOE secretary, contact staff members concerning resubmissions, notify staff members of an upcoming meeting and serve as members of the TLMTC.

(3) The BOE Secretary, a non-voting member of the committee, will maintain the members' attendance, minutes of action during the meeting, distribute copies of the minutes to committee members, notify applicants of approval, maintain a permanent record of events, post meeting dates on the website and other tasks deemed necessary by the committee.

h. TLMTC Compensation.

All teacher members on the above committee will be paid at a curriculum rate of .0008 of the base/hour. The pay will include actual meeting hours and time spent preparing for meetings as well as the initial training hours required and any subsequent training sessions, as deemed necessary.

i. Removal From Office

Committee members who are unable to fulfill their role as an active member may withdraw by notifying in writing the chairpersons of the committee and the TCEA President. Additionally, a member who is absent from more than two meetings in the term year may be replaced using the vacancy clause.

j. Appeal of a Master Teacher Application

The TLMTC shall determine its own appeals procedure.

k. Employee Protection

(1) Under no circumstances is the involvement in the activities of the TLMTC to be used for adverse employment decisions by the employer.

(2) Nothing in the TLMTC process shall have an adverse impact on the educator's performance evaluation as established in the Professional Negotiations Agreement.

l. Miscellaneous

All meetings of the TLMTC shall be open to the public provided, however, the Committee shall be authorized to go into executive sessions in accordance with the procedure contained and for the reasons stated in O.R.C. 121.22(G). Any TLMTC member who violates confidentiality may be considered for dismissal from this Committee.

ARTICLE 3
GRIEVANCE PROCEDURE

3A DEFINITIONS

1. "GRIEVANCE" – a complaint of an alleged violation, misinterpretation or misapplication of the Professional Negotiations Agreement entered into between the Board and TCEA. A grievance shall not include a matter that is referable to the Federal E.E.O.C., Title IX Compliance Commission or the Ohio Civil Rights Commission.
2. "GRIEVANT" – shall be defined as a staff member, group of staff members or the Association who allege to have a grievance.
3. "DAYS" – as used throughout this Professional Negotiations Agreement shall mean staff member work days during the regular school year and calendar days other than Saturdays, Sundays and state and/or federal holidays in the summer.
4. "IMMEDIATE SUPERVISOR" – the administrator assigned to evaluate the staff member.

3B RIGHTS

TCEA staff members shall have the following rights:

1. Representation – Staff members may have a TCEA representative accompany and represent them throughout the grievance process. TCEA shall have the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
2. Record Keeping – Grievances and all related correspondence and documentation will be retained separately from a grievant' s personnel file.
3. Withdrawal – A grievance may be withdrawn at any time and shall constitute final resolution of the specific grievance, but such withdrawal does not constitute agreement with the Board's position or preclude TCEA from filing another grievance concerning the same provision of the contract in the future.
4. If the Board, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step by the grievant will be considered a termination of the grievance.
5. Time limits specified herein may be altered by mutual agreement of the parties in writing.
6. Reprisal – No censure or other adverse action shall be taken against any staff member participating in the grievance procedure.

3C PROCEDURE

1. ***Step I:*** The grievant shall present the grievance orally to the immediate supervisor within fifteen (15) days of the occurrence of the grievance, with the exception of staff member salary or fringe benefit issues, which must be grieved within fifteen (15) days of knowledge of the occurrence. In the event of a group grievance, the majority of the members of the group grievance shall be present for the oral discussion**.**

   If the event(s) on which the grievance is based is the result of action by the Board, the grievance may be filed at Step III within fifteen (15) days of the occurrence of such event(s) using Addendum A. If the Superintendent or his designee determines that filing at Step III is not appropriate, he may refer the grievance back to Step I.

2. ***Step II:*** If the discussion does not resolve the grievance, the grievant shall present his grievance in writing by completing Step II of the Grievance Form (Addendum A) and submitting it to the immediate supervisor within ten (10) days after the discussion in Step I. In the event of a group grievance, all members of the group must sign the prescribed Grievance Form (Addendum A) unless filed by TCEA and signed by the TCEA President or his designee. The immediate supervisor or his designee will investigate the grievance, and the grievant or Board may request a conference on the facts of the grievance. The request for a conference will be noted on the form. Such conference will be held within ten (10) days of written submission. The immediate supervisor or his designee will reply in writing to the grievant(s) within ten (10) days by either hand delivery or by certified mail.

3. ***Step III:*** If the written response of the immediate supervisor does not resolve the grievance, then the grievant may refer the grievance to the Superintendent or his designee by completing and filing Step III of the Grievance Form (Addendum A) within ten (10) days after receipt of the written response in Step II. The grievant or Board may request a conference on the facts of the grievance. The conference shall be held within ten (10) days of written submission. The Superintendent or his designee will reply, in writing, within ten (10) days by either hand delivery or by certified mail.

4. ***Step IV:*** If the Superintendent's or his designee's reply does not resolve the grievance to the satisfaction of the grievant, arbitration may be requested in writing using Step IV of the Grievance Form (Addendum A) within ten (10) days of the receipt of the Step III grievance response by filing a copy of the request with the Superintendent.

3D ARBITRATION

1. Upon request for arbitration, TCEA and the Superintendent will jointly submit a request to the Federal Mediation and Conciliation Services (FMCS) to provide the parties with a panel of seven (7) arbitrators from which the parties can select an arbitrator in accordance with the Rules of the FMCS.

Either party may reject one entire list submitted by the FMCS. The cost of the arbitrator and his incidental expenses shall be paid by the party that loses the arbitration. Each party will be responsible for the fees and expenses of its representatives. Facility costs shall be divided equally**.**

2. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the Professional Negotiations Agreement. The arbitrator shall have the right and authority to interpret the provision of this Professional Negotiations Agreement and render a decision on the grievance within applicable Ohio law and precedent.

   Only grievances as defined herein shall be subject to arbitration, and all issues of procedural arbitrability will be heard by the arbitrator prior to the hearing to determine the substantive issues or merits of a grievance. The hearing on the issues of procedural arbitrability may occur on the same day as the hearing on the substantive issues or merits of the grievance.
3. The decision of the arbitrator with respect to grievances shall be binding.
4. Article IV, Evaluations, shall not be subject to the Grievance Procedure except that procedural matters may be grieved by an individual or group and the decision will be binding. Substantive matters (such as the evaluation itself) shall not be grieved.
5. The Board shall take necessary action on the arbitrator's decision within twenty (20) days after receipt of the arbitrator's decision.

3E COMPLAINT PROCEDURE

3E1 PURPOSE

The purpose of this procedure is to secure, at the first possible administrative level, equitable solutions to complaints, which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

3E2 DEFINITIONS

a. "COMPLAINT" – any concern, problem, or dispute based upon the conditions or circumstances under which a staff member or group of staff members work, except for those concerns, problems or disputes which are the proper subject of a grievance. These conditions or circumstances, whether real or imaginary, may be either directly or indirectly related to written documents, verbal instructions, or environment.

b. "COMPLAINT PROCEDURE" – a method by which an individual staff member or a group of staff members can express a concern, problem, or dispute and obtain a fair hearing at progressively higher administrative levels. A complaint procedure provides a method for interpretation and application of personnel policies and practices.

c. “COMPLAINANT” – the staff member or group of staff members making the claim.

d. “DAYS” –as defined in Article 1, Section A (4) Definitions. The time limits may be extended by mutual consent, in writing, by both parties.

e. “STAFF MEMBER” – shall be defined as any certificated/licensed professional staff member who is eligible to be a member of the bargaining unit.

3E3 RIGHTS OF STAFF MEMBERS

a. Staff members may have a TCEA representative accompany and represent them throughout the complaint process.

b. No reprisals of any kind will be taken by any party against any participant in the complaint procedure by reason of such participation.

3E4 COMPLAINT PROCEDURE

Step I: The complainant shall present the complaint orally to the immediate supervisor within ten (10) days after the complainant has knowledge of the facts which give rise to the complaint but in no instance later than twenty (20) days after the occurrence complained of.

Step II: If the discussion does not resolve the complaint, the complainant shall present his complaint in writing by completing STEP II of the Complaint Form (Addendum B) within five (5) days after the discussion in Step I and submitting it to the immediate supervisor. The immediate supervisor or his designee will investigate the complaint, and the complainant may request a conference on the facts of the complaint. The request for conference will be noted on the form. Such conference will be held within seven (7) days, and the complainant may be represented at such hearing by a person of his choice. The immediate supervisor will reply in writing to the complaint or conference, whichever is applicable.

Step III: If the answer of the immediate supervisor does not resolve the complaint, then the complainant may refer the complaint to the Superintendent or his designee by completing STEP III of the Complaint Form (Addendum B) within five (5) days after receipt of the reply in Step II. The complainant may request a conference on the facts of the complaint. The conference shall be held within seven (7) days, and the complainant may be represented at such conference by a person of his choice with an additional person in the capacity of an observer for the complainant. The Superintendent or his designee will reply, in writing, within seven (7) days.

Step IV: If the Superintendent or his designee’s reply does not resolve the complaint, the TCEA may request a hearing before the Board by submitting Step IV of the Complaint Form (Addendum B) within seven (7) days of the receipt of the Step III response.

3E5 BOARD OF EDUCATION HEARING

a. Upon request for a Board hearing, the matter will be set for an executive session not to exceed thirty (30) minutes at the next regularly scheduled Board meeting held after the receipt of the request.
b. Within five (5) days of the completion of the hearing, the Board shall notify the TCEA President of its decision.

3E6 MISCELLANEOUS

1. Individual complaints or group complaints within the same building have the right of only one (1) conference either at Step II or Step III. The complainant shall decide at which step to have the conference. Group complaints initiated at Step III have the right of a conference at that step.
2. A complaint may be withdrawn at any step without prejudice or record.
3. During any negotiations between the TCEA and the Board, no topic of negotiations may be the subject of a complaint, and any complaint in process that later becomes a topic of negotiation shall be deemed to have been withdrawn.
4. No records, documents, or communications after a complaint and/or generated as a result of the complaint shall be placed in the personnel file of any of the participants in the procedure described in this section without permission of the staff member.
5. Processing of complaints shall be during non-school hours except as otherwise approved, in writing, by the Superintendent or Board.
6. No evaluation shall be the subject of a complaint so long as the evaluation process or the laws of Ohio provide for a means by which a staff member may respond in writing to an evaluation with which he disagrees.
7. Copies of Complaint Forms will be made available in all Building Principal's Offices and supplied on request to individuals or TCEA.
8. If a complaint involves directions of a superior or relates to policies, procedures, or rules or regulations, the complaint shall not operate to suspend the directions, policies, procedures, or rules or regulations during the processing of said complaint.

ARTICLE 4
EVALUATIONS

4A PHILOSOPHY

The Board has a responsibility to create a favorable climate for all staff members to perform their duties and meet their responsibilities to the children. The school system uses its evaluation procedures to facilitate this goal.

The insight and growth of each staff member resulting from participation in the evaluation process are more significant than the process itself. Evaluation should be continuous and should be a constructive, cooperative enterprise between the staff member and the evaluator.

The evaluation process is tailored to the staff member's needs to enhance their personal and professional growth and minimizes the comparison of one staff member's performance with that of another.

Each staff member has the opportunity to use initiative and leadership in defining specific goals and working cooperatively with his evaluator in accomplishing them.

Evaluation in the Troy Schools is constructed to promote improved performance, professional growth, and professional integrity. It is a separate procedure from Unsatisfactory Performance.

4B OBJECTIVES

1. To facilitate and improve communication and understanding among staff members.
2. To improve instructional performance and provide means for professional growth through establishment of long and/or short-range goals.
3. To stimulate, through accountability, a search for a better understanding of the scope of one's duties and responsibilities.
4. To provide an opportunity for each staff member to periodically assess performance.
5. To provide assistance which the staff member may need for self-improvement and growth.

4C PREPARATION

1. The Board shall provide all staff members with an orientation to the staff member evaluation process.
2. TCEA and the Board agree to establish a standing Joint Evaluation Committee (JEC) for the purpose of recommending the policy, procedure and process, including the evaluation instrument, for the evaluation of staff members in the district and to regularly review the effectiveness of the

policy, procedure, and process, including the evaluation instrument. TCEA and the Board agree to follow the minimum requirements of the Ohio Teacher Evaluation System (OTES). All local decision points for districts regarding the Evaluation System shall be decided by the Joint Evaluation Committee (JEC).

3. All staff members shall be evaluated by their immediate supervisor or building administrator. For staff members who work in more than one building, the home building administrator will conduct the evaluation.
4. A staff member may request and shall be entitled to TCEA representation at any conference held during this procedure.
5. All evaluation forms shall be located within the state evaluation system and be subject to review by the Joint Evaluation Committee (JEC).
6. Evaluation timelines will be placed on the district website.

4D UNSATISFACTORY STAFF MEMBER PERFORMANCE

(This process is not for first, second or third year staff members.)

4D1 NOTIFICATION

The procedure outlined below may be applied in the event that there is an administrative determination that a staff member's performance is unsatisfactory. The point of this procedure is achievement or restoration of satisfactory performance. The building administrator may determine after observation at any point in the school year that a staff member's job performance has become unsatisfactory. The staff member shall be promptly notified in confidence and in writing and advised of the reasons for the decision. The Board shall not vote to non-renew a staff member or to begin termination proceedings until the staff member has had sixty (60) days from the date he receives the prescriptive program; provided, however, that the Board may vote to begin termination proceedings regardless of such sixty (60) school day period if the Board determines for just cause shown in accordance with O.R.C 3319.16 and O.R.C 3319.161.

4D2 DIAGNOSIS, PRESCRIPTION, AND FOLLOW-THROUGH

A written prescriptive plan of developmental activities which will help the staff member understand and overcome deficiencies shall be developed and carried out cooperatively by the staff member and immediate supervisor. Other appropriate personnel (e.g., Director of Pupil Services, Gifted Services Coordinator, psychologist, department head, master teacher, etc.) may be consulted in the development and implementation of the prescriptive plan.

This written prescriptive plan will be agreed to within ten (10) days after notification of unsatisfactory performance**.** This prescriptive plan will include specific performance expectations and administrative feedback to the staff member no less than every ten (10) days.

Both the staff member and the immediate supervisor assume shared responsibility in working together in the conference, work sessions and classroom visitation for the purpose of devising and implementing the developmental activities. The staff member should assume responsibility for achieving and demonstrating continued improvement. The immediate supervisor should assume the responsibility for creating and maintaining a working atmosphere and providing resources and professional development opportunities for the staff members that are important to carrying out the developmental activities. The Board shall allocate reasonable financial resources to support this professional development. Written documentation of the developmental activities, including the diagnosis, prescription for improvement and continuing problems will be provided to all personnel involved for the duration of the probationary period.

4D3 REMEDIES

a. Satisfactory

The desired outcome shall be justification for deciding that the staff member's performance be judged as satisfactory.

b. Making Progress

In some instances it may be judged that the staff member, although not rendering fully satisfactory performance has evidenced sufficient initiative, cooperation, and growth to merit extension of the prescriptive plan.

c. Unsatisfactory

If, after following the steps above, it is still judged that the staff member's performance remains at an unsatisfactory level, discontinuation of his services is in order. This may be accomplished by one of three procedures:

(1) Resignation

A professional person should be accorded the opportunity of submitting a resignation.

(2) Non-renewal

(a) A staff member whose contract is to be considered for non-renewal shall be notified by certified mail at least 10 days prior to Board action. The Board shall not vote to non-renew a staff member or to begin termination proceedings until the staff member has had sixty (60) days from the date he receives the prescriptive plan.

(b) Limited contracts shall expire at the end of the last school year in the term of the contract. However, a limited contract shall automatically be deemed renewed unless the Board on or before June 1 of the school year in which the limited contract is to expire:

(i) Adopts a resolution in public session of its intention not to renew the employment of that staff member; and

(ii) The Board or Superintendent mails a written notice of the non-renewal by certified mail, return receipt requested, to the staff member at the address appearing for that staff member on the Treasurer's records at least 10 days prior to Board action. It is the responsibility of each staff member to keep a current address on file with the Treasurer and to make any necessary changes therein.

(iii) A staff member who is non-renewed may challenge compliance with this Article and with the evaluation procedures by filing a demand for binding arbitration within ten (10) days of receipt of the notice of non-renewal. Grievance arbitration shall be in place of the procedures of O.R.C. §3319.11(G).

(3) Termination

The Board may terminate a staff member's contract(s) for the reasons and pursuant to the procedure set forth in O.R.C.§3319.16.

4E DISCIPLINARY PROCEDURE

4E1 STEPS

The following steps shall be followed when disciplinary action against a staff member is deemed necessary by the building principal and/or immediate supervisor, except in cases where the action is deemed severe enough to advance steps.

a. Step I A verbal warning of the improper act will be given, in private, to the staff member and a conference with the principal or immediate supervisor will be held. Such verbal warning shall not be recorded in the staff member's official personnel file, but may be recorded, dated, and kept by the administrator with the staff member's or TCEA representative's signature acknowledging the verbal warning.

In matters pertaining to student or staff member safety and/or health or in case of unprofessional conduct or breaches of Board policy, the faculty handbook or Board policy may satisfy the oral warning step.

b. Step II A written warning or reprimand signed and dated by the principal shall be given to the staff member with a copy forwarded to the Superintendent. The written warning or reprimand shall be signed and dated by the staff member; such signature shall indicate the staff member has seen the warning or reprimand, not necessarily that he agrees with the content. Refusal to sign shall constitute insubordination.

A copy of a signed written warning or reprimand may be placed in the staff member's personnel file. The staff member may attach his written statement to the file copy of the reprimand. Only compliance with these procedures may be grieved, not the substance of a reprimand.

4E2 FURTHER ACTION

After an oral warning, given in private, and a written reprimand have been given, the Superintendent may suspend a staff member without pay for up to five (5) days for insubordination, neglect of duty, or violation of rules and regulations of the Board.

Before implementing a suspension of a staff member, the Superintendent or his designee shall hold a hearing with the staff member to give him an opportunity to challenge the reason(s) for the intended action or otherwise to present evidence explaining the alleged misconduct or other cause. The staff member has the right to be accompanied at the hearing by up to three (3) Association representatives. The hearing will be scheduled as promptly as possible by the Superintendent or his designee. If the Superintendent or designee determines that the staff member's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the staff member with pay pending the hearing to determine final disciplinary action.

Within five (5) days following the hearing, the Superintendent will provide the staff member with determination and judgment thereon. Before imposing a suspension, the Superintendent shall sign a written notice of suspension. The statement shall state the grounds for the action. The Superintendent shall furnish a copy of the statement to the staff member and to the Association president. Disciplinary action is effective according to the terms of the notice. The staff member may file a grievance about the disciplinary suspension at Step IV of Article 3C GRIEVANCE PROCEDURE within five (5) days of receiving notice of the suspension.

Fringe benefits as per this Professional Negotiations Agreement shall stay in effect during the time of any suspension.

The Board may terminate a staff member's contract(s) for the reasons and pursuant to the procedure set forth in O.R.C. 3319.16.

4F PERSONNEL FILES

4F1 PERSONNEL FILE CONTENT

The personnel file for each staff member shall be maintained in the Board of Education office. Such file shall be the only official file representing such staff member. Such file shall be confidential, except that the individual staff member shall have access to his personnel file upon request and the Superintendent, the building principal, the Treasurer of the Board, or other administrative personnel having a responsibility for such staff member or his records, may have access to such file. Requests for such access shall be made to the Director of Human Resources. A staff member may request a copy of any item in his file at no cost.

When an immediate supervisor or other administrator makes a negative notation in the staff member's file other than evaluations (according to Article 4 EVALUATIONS), a copy of such notation shall be given to the staff member by hand delivery with the staff member to sign acknowledging receipt, not necessarily agreement, or by certified mail at least ten (10) days before it is put in the file.

Any of the above notations that are not signed for or not sent by certified mail shall be removed from the staff member's file at the request of the staff member. Anonymous letters or other materials shall not become a matter placed in the personnel file.

Staff members may place letters of merit pertaining to their role as a professional educator in their personnel files.

Official personnel files shall not contain any inaccurate, irrelevant, untimely, or incomplete information and any such information shall be subject to removal. Removal of materials should adhere to the procedure set forth under Article 4I2 GLEANING THE FILES of this Professional Negotiations Agreement.

4F2 GLEANING THE FILES

a. STAFF MEMBER'S RIGHT TO ITEMS IN PERSONNEL FILE

Any staff member may, pursuant to chapter 1347 O.R.C., inspect his personnel file and, in writing, dispute the accuracy, relevance, timeliness, or completeness of the personnel information pertaining to him.

Upon request to glean a staff member's file, the staff member will have access to all materials in the file generated after employment. Those items in the file coming from a university or

former employer are a matter between the staff member and said institution or employer. These items are not the Board's to release.

b. GLEANING PROCEDURE

When a staff member wants his personnel file gleaned, the following procedure will be followed:

(1) Step #1: The staff member will go to the Board office and ask the Human Resource secretary to see his file. The file may be reviewed in the presence of the Director of Human Resources or her secretary. Files are not to leave the building.

(2) Step #2: Upon request to see his personnel file, the staff member will receive his personnel file along with an empty file folder and a copy of these procedures.

(3) Step #3: The staff member should record on the paper his name, the date the file is gleaned, and a list of all items that the staff member wants removed from his file. Then the staff member will place all items listed in the empty file folder.

(4) Step #4: Upon completion of Step #3, the staff member will return to the secretary or the Director of Human Resource his personnel file and the folder with all items to be gleaned.

(5) Step #5: The materials to be gleaned from a staff member's personnel file will be checked for compliance with the "conditions for removal of file items" and then disposed of in compliance with the district records retention and destruction policy.

c. CONDITIONS FOR REMOVAL OF FILE ITEMS

Evaluations and records of disciplinary action that are three years old or less must remain in the file unless a problem has been remedied and there is documentation stating so. After three years all disciplinary materials shall be moved to an auxiliary file.

ARTICLE 5

EMPLOYMENT, ASSIGNMENT, VACANCIES AND TRANSFERS

5A QUALIFICATIONS AND APPOINTMENT OF TEACHERS

The Board has the responsibility for employing the staff members of the Troy Schools. Educational background, successful work experience, successful completion of a criminal background check, character, personality, good health, and evidence of ability to get along with people shall be among the main factors considered in the appointment of personnel. Appointments, assignments and transfers shall be made on the basis of the applicant's qualifications. No appointments shall be made based on age, color, creed, handicap considerations, race, religion, gender, place of residence, political influence, personal friendship, or economic need. No staff member shall be employed unless such person is nominated by the Superintendent of Schools, §3319.07O.R.C. The Board may take any reasonable actions affecting staff members to comply with fair employment laws, including the Americans with Disabilities Act.

5A1 EMPLOYMENT OF RETIRED TEACHERS

The following provisions will apply to the rehire of staff members who have retired from the Troy City Schools, or otherwise retired under the State Teachers' Retirement System and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to §§3319.11 and 3319.111 and all other applicable Ohio statues.

a. Re-employment The parties are committed to recruiting and hiring the best qualified staff members to fill vacancies. Rehire of staff members who retire from the Troy City Schools is not automatic. Staff members must submit a letter by January 1st stating that they would like to retire and be considered for rehire for the following school year. By January 15th, the Board will give notice that the staff member is retired or will retire and is seeking reemployment with the Troy City School District and set a public meeting on this issue for a regular or special meeting called for this purpose no later than March 31st.

   At the next regular or special Board meeting called for this purpose, no earlier than fifteen (15) but no later than thirty (30) days after the public meeting, the Board shall award or decline to award the staff member a contract under this provision for the following school year. Any staff member to whom the Board declines to award a contract under this provision may elect not to retire by submitting a letter rescinding his decision to retire no later than May 1st.

b. Break in Service and Seniority Retirement of a staff member from the Troy City Schools will be considered a break in service, and a staff member who is then rehired will be considered a new hire with no system seniority.

c. Placement on Salary Schedule This provision expressly supersedes Ohio Rev. Code §3317.13, Article 8 of this Agreement, and other applicable laws. A retired staff member who is rehired will be given credit for up to eight (8) years of service for purposes of placement on the salary schedule at his present education level.

d. Contract This paragraph expressly supersedes Ohio Revised Code §§3319.08 and 3319.11 and other applicable laws.

(1) A retired staff member who is rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the staff member or without the necessity of Board action. Such staff member shall not be deemed re-employed when notice of non-renewal is not given. Any further employment of the staff member will be pursuant to Paragraph 5A1of this Section, except for the last sentence.

(2) A retired staff member who is rehired will not be eligible for a continuing contract.

e. Evaluation A retired staff member who is rehired will not be evaluated.

f. Severance Pay If retiring from the Troy City Schools, a staff member must take severance pay at the time of retirement, payable according to Section 8H, thereby extinguishing sick leave accumulation. A retired staff member who is rehired will not be eligible to convert sick leave to severance pay upon separation from subsequent employment.

A retired staff member who is rehired for the year following retirement shall not be eligible for any resignation incentive.

g. Sick Leave A retired staff member who is rehired will begin employment with zero (0) days of accumulated sick leave and will accrue and accumulate sick leave in accordance with the provisions of Ohio Revised Code.

h. Other Fringe Benefits Retired staff members who are rehired will receive retirement contributions, insurance, personal leave and all other fringe benefits not specifically addressed in this memorandum in accordance with this Agreement.

i. Applicability of Other Contract Provisions Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired staff members who are rehired.

5B CERTIFICATION/LICENSURE AND TRANSCRIPT OF CREDITS

All staff members must be properly certificated/licensed in all subjects taught, and all certificates/licenses or an approved copy must be filed with the Superintendent by the opening of school in August. All new staff members must file with the Superintendent a certified transcript of all credits obtained in college or university work before receiving any salary payment**.**

5C ASSIGNMENT PRACTICES

By May 15, staff members will be notified of any tentative changes in their current room assignments for the forthcoming school year. If the room assignment of a staff member changes after May 15 without prior notification, they will be compensated for one day at the current curriculum rate.

5D TUTORIAL ASSIGNMENT

No staff member under contract with the Troy City Board shall be permitted to privately tutor a child whom he is teaching as a pupil in the Troy Schools for pay during the school year, nor can a staff member use a Troy City School facility or equipment for personal gain unless there is a building rental agreement.

5E SENIORITY

5E1 DEFINITION:

a. Seniority for staff members shall be determined by the length of continuous service within the school district/bargaining unit.
b. Service rendered beyond the normal school year shall not be considered toward accumulated seniority.
c. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.
d. All continuing contract status personnel shall have greater seniority than all limited contract status personnel.
e. Leaves of absence shall not constitute an interruption in continuous service; however, the time that the staff member was on leave will not be counted toward total years of service in determining seniority rights.

5E2 BREAKING OF SENIORITY

A staff member shall lose his seniority:

a. Upon resignation, non-renewal or termination
b. Upon discharge for just cause
c. Upon failure to report from layoff

5E3 TIES IN SENIORITY

For staff members with the same length of continuous service, seniority shall be determined by the following order:

a. Starting with the 2010-2011 Professional Negotiations Agreement, the date of the Board meeting at which the staff member was hired.

b. If the date of the Board meeting at which the staff members were hired is the same, the date and time of notification regarding intent to employ shall be listed on the Administrator's Recommendation for Employment Form (Addendum C), and a written copy shall be placed in the personnel file.

c. When all of the above provisions have been exhausted and a tie still exists, a draw will be utilized to break the tie. The drawing shall take place in the presence of the staff members involved, the TCEA President and the Superintendent.

5E4 SENIORITY LIST

The Board shall prepare and post a seniority list including the following: date of hire by the Board, area(s) of certification/licensure, most senior to least, continuing and limited contract. The Board shall post the seniority list on the District website and send a copy to the TCEA President each year by October 15th. All staff members who are on leaves of absence at the time of a posting or Reduction in Force shall be included in the seniority list.

5E5 CORRECTION OF SENIORITY LIST

Each staff member shall have until November 15th to advise the Human Resources Department of any inaccuracies that affect his seniority. The Board will investigate all reported inaccuracies and make such adjustments as may be in order and send the updated list to the TCEA President and update the posting on the District website.

5F VACANCY

5F1 VACANCY DEFINITIONS:

A vacancy shall be defined as a bargaining unit position (certified or supplemental) unoccupied due to:

a. Retirement of a Staff Member

b. Resignation of a Staff Member

c. Death of a Staff Member

d. Creation or restoration of a Bargaining Unit Position

e. Non-Renewal of a Staff Member

f. Termination of a Staff Member

g. Transfer, reassignment or promotion of Staff Member

5F2 NOTIFICATION OF VACANCIES

Staff members within the building in which the vacancy exists shall be notified, and given the opportunity to apply for the position, before any internal transfers are approved. All other staff members shall be notified of all certified or supplemental vacancies after any internal transfers of regular classroom teachers occur within a building. Notification shall include all the following methods:

a. By both school and home e-mail (providing the staff member provides his home e-mail address to the Human Resources Dept.)

b. District webpage

5F3 POSTING REQUIREMENTS

a. All vacancies shall be posted for a duration of five (5) days, excluding the day of posting.

b. Vacancy notice shall include:

1) certification/licensure requirements

2) job description

3) tentative work location

4) date of posting and last date to apply

5) procedures for applying for the position

5G SUMMER SCHOOL

1. A list of probable summer school positions will be posted in each building as soon as practical.
2. The Superintendent shall select, assign, and recommend to the Board, staff members to be employed for summer school. Consideration for selection will be made from the properly certificated/licensed applicants based on the following prioritized criteria:
   a. First, a Troy City Schools' staff member.
   b. Second, prior total years of teaching service in Troy summer school (not consecutive).
   c. Third, length of service in Troy City Schools based on last date of hire.
3. Staff members to be recommended for employment will be notified of such intention by June 1 to the extent possible. Other staff members that have applied may inquire of the summer school director as to their status.
4. Staff members will be paid an hourly rate, based on the staff member's position on the Salary Schedule. (Staff members from outside the district cannot go beyond Step 10.)

5H TRANSFERS

5H1 VOLUNTARY TRANSFERS

Definition: When a staff member requests a change in grade level, department, course, or building assignment.

A staff member may apply for any posted position within their certification/licensure prior to the expiration of the posting. Such application by a staff member shall be assured of reasonable consideration based upon ability to meet certification/licensure requirements and qualifications of the job description, quality of job performance as reflected in the previous three (3) years' evaluations, seniority and majority decision of the interviewing panel. Upon request, a staff member not granted a transfer shall be given the reasons in writing. Requests for transfer or change in assignment shall not be denied on any arbitrary or capricious basis.

5H2 INVOLUNTARY TRANSFERS

Definition: When the Board or its representative initiates a change in grade level, department, course, or building assignment.

Prior to an involuntary transfer, the staff member will be notified of the transfer and the reasons for the transfer verbally and in writing. Involuntary transfer shall not be made on an arbitrary or capricious basis. No transfer shall be disciplinary in nature. Involuntary transfers shall not occur to create a vacancy in the affected staff member's current assignment. Involuntary transfer of a staff member shall be prohibited if another staff member who meets the certification/licensure or entry level requirements of the job description for the vacant position has applied for the vacancy.

When an involuntary transfer occurs, requiring a move, administration shall be responsible for conducting the move.

5I PROMOTIONS

For purposes of this Article, a promotion is an appointment of a staff member to the position of visiting teacher, supervisor, coordinator, director, department head, principal, or for a newly-created position in which a salary differential is included in the base contract (excluding raises). Current staff members will be given first consideration for promotions.

All appointments are made upon the recommendation of the Superintendent of Schools. The general principle governing promotion is also the fundamental purpose of the school – the educational welfare of the children in the schools.

Vacancies occurring in promotional positions, as defined above, shall be made known according to the procedures in Section 5F3.

Any staff member wishing to be notified by personal e-mail address during the summer of any promotional vacancies shall notify the Superintendent or his designee before the last work day and include the email address to which he wishes notification to be sent. This notification will only last for that summer and the list of addresses will be deleted after the first day of school.

5J REDUCTION IN FORCE

A Reduction In Force (RIF) shall have occurred when the Board reduces or eliminates bargaining unit positions other than through natural attrition (retirement, resignation, or death). Whenever a staff reduction is necessary, this section will apply. The discharge of staff members working on one year contracts in place of staff members on leave, staff members being terminated, those who retire, or resign or are non-renewed shall not be considered a RIF.

In the event a reduction is necessary, the Superintendent will identify the positions that need to be reduced by May 15 and forward a list to the TCEA President. If the Official Amended Certificate of Estimated Resources received from the Miami County Budget Commission expected in August is more than $250,000 less than the Treasurer's projection of General Fund revenue for the forthcoming fiscal year, the Superintendent may affect a reduction in force after May 15. After the necessity for a RIF has been determined, the Superintendent agrees to meet with TCEA President or his designee and discuss the effects of the RIF. In the event of natural attrition, non-renewal, or termination where a decision not to fill the position is made, the Superintendent agrees to meet with TCEA President or his designee and discuss the effects of the decision not to fill the position.

In effecting a reduction in force, each position to be eliminated shall be identified by building and grade level or field of instruction based upon the staffing level for the current school year. In the event there exists more than one position fitting the description of the position to be eliminated, the following procedure shall be followed:

1. Limited contract teacher shall be reduced first utilizing the following order:
    a. Certification/Licensure within the affected teaching field;
    b. Any bargaining unit member with an improvement plan or unsatisfactory staff member performance;
    c. Comparable evaluations as defined below;
    d. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

2. Only when the necessary reduction of staff required exceeds the number of limited contract teachers in the affected field shall continuing contract teachers be reduced by utilizing the following order:
    a. Certification/Licensure within the affected teaching field;
    b. Any bargaining unit member with an improvement plan or unsatisfactory staff member performance;
    c. Comparable evaluations as defined below;
    d. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
3. Comparable evaluations shall be defined as follows:
    a. Final Summative Rating of Ineffective
    b. Final Summative Rating of Developing
    c. Final Summative Rating of Skilled or Accomplished.
4. If a change of assignment or evaluator occurs in the year of a RIF, the higher rating between the previous and current year shall be used in determining comparable evaluation status.

Contracts will be suspended by the Superintendent within 30 days after the positions to be eliminated are determined. The limited contract for an affected staff member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

Any staff member whose contract is to be suspended will be notified that his contract will be suspended in writing served personally or by certified US mail. The Suspension Notice will contain the effective date of the suspension. Any staff member who is notified that his contract has been suspended may, within five (5) days, notify the Business Manager/Director of Human Resources in writing of his intent to displace a less senior staff member. In order for a staff member to exercise his right to displace a less senior staff member, the staff member must be appropriately certified/licensed to teach in another area and have a comparable evaluation rating and there must be a less senior staff member in that area. A staff member who displaces a less senior staff member in accordance with this section and who is not thereafter displaced by a more senior staff member is entitled to have his contract maintained but remains subject to the transfer provision of Article 5, Section F of this Professional Negotiations Agreement.

Staff members whose contracts have been suspended shall have the right to recall if a vacancy occurs which is to be filled or a new position is created for which the staff member is certified/licensed**,** giving preference first to continuing contract staff members and then in reverse order of suspensions as identified above. Notice of recall shall be sent to the staff member by certified mail. A staff member who desires to be restored to employment in compliance with the provisions of the section must notify the

Superintendent no later than ten (10) days after receipt of notice of recall. It is the obligation of the staff member to keep their current address on file with the Human Resources Department.

Staff members will be given the right to recall for 36 calendar months after the staff member's last active workday, according to the O.R.C. 3319.17. Staff members who do not respond to recall within ten (10) days after receipt of recall notice shall forfeit any and all rights to recall. No new hire shall be employed in a bargaining unit position until all eligible, laid off staff members have been offered such position.

A staff member on layoff status shall have the following rights:

1. The right to continue receipt of group insurance coverage at the staff member's expense.
2. The right to retain seniority credit during the period of layoff.
3. Credit for salary placement, upon recall, for teaching experience, which would qualify for salary schedule credit upon initial employment.
4. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.

5K SUBCONTRACTING

No staff member shall lose his job as a result of subcontracting.

ARTICLE 6
CONTRACTS

6A STAFF MEMBER CONTRACTS

Ohio Statute (3319.08 ORC) provides for two types of contracts for staff members– limited and continuing.

6A1 LIMITED CONTRACTS AND ELIGIBILITY

Terms of Contracts

As many as three (3) one-year contracts may be offered consecutively. After three (3) one-year written contracts, the staff member, if re-employed, will be offered a four-year written contract. After any four-year contract, the staff member, if re-employed, will be offered another four-year written contract unless eligible for continuing status.

Notwithstanding the first paragraph of this section, if a staff member is otherwise eligible for reemployment on a multiple-year contract, but at the time of re-employment has determined to have unsatisfactory performance under Section 4G, the staff member shall only be eligible for a one-year contract, if re-employed. After removal from the unsatisfactory performance status, the staff member will receive a four-year contract depending on his previous position in the process.

6A2 CONTINUING CONTRACTS AND ELIGIBILITY

a. Staff members eligible for continuing service status shall be those staff members who hold a professional, permanent, or life certificate or a professional educator license plus either of the following: (1) if a master's degree was held at the time of initially receiving a certificate or license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or (2) if no Masters degree was held at the time of initially receiving a certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license. The service requirement for continuing contract status requires the staff member to have taught within the district for at least three out of the last five years. This requirement is modified, however, for those staff members who, prior to their employment within the district, had attained continuing contract status in some other district. For these staff members, continuing contract eligibility begins after only two years of service within the district, and may begin at some sooner date, if the superintendent of schools so recommends. A continuing contract remains in effect until

the staff member resigns, retires, or until the contract is terminated as prescribed by law (3319.08 ORC).

b. A staff member who is initially issued an educator's license on or after January 1, 2011, must hold an educator's license for at least seven (7) years to be eligible for continuing contract status.

c. If, during the term of a limited contract as that term is defined in Section 3319.08 ORC, a staff member believes he is or will become eligible for a continuing contract, then such staff member must notify the Superintendent in writing of such eligibility, prior to the end of the first semester of the current contract year.

Such staff members shall be considered for continuing contract status by the Superintendent and the Board at the meeting of the Board held in April, if by April 1 of that year such staff member has filed a copy of his professional, permanent or life certificate, or professional educator license with the Human Resource Department.

d. The Board may re-employ a staff member who is eligible for continuing contract on a one- or two-year limited contract. Where the Superintendent intends to recommend such action to the Board, he shall mail the staff member written notice of his intention, with reasons directed toward the staff member's professional improvement, by certified mail prior to Board action. The Superintendent shall mail the staff member written notice of Board action to re-employ the staff member on a one- or two-year limited contract by certified mail on or before April 30 of the year in which the staff member's contract is expiring. At the expiration of such limited contract, the staff member shall be non-renewed or granted a continuing contract.

e. The Board may vote to re-employ a staff member who is eligible for continuing contract on a one- or two-year limited contract upon the Superintendent's recommendation.

6A3 EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY

Notwithstanding Sections 6A1 and 6A2, leaves of absences without pay of more than sixty-five (65) consecutive days in a school year shall have the following effects:

a. The school year shall not be considered a year of service for purpose of a step on the salary schedule. [Section 8A2f]

b. The time served during the school year containing the leave of absence described in this section shall not constitute a year of service:

(1) for the purpose of acquiring the right to or progressing towards a continuing contract, or

(2) for the purpose of serving a year under a limited contract.

The staff member shall upon return to work assume the same contract status as when the school year began. In addition, at the beginning of the next school year following the school year containing the leave of absence described in this section, the staff member shall then complete the year or years provided in the limited teaching contract previously awarded. The school year containing the leave of absence under this section shall not count as a year towards completing the number of years provided in the staff member's limited contract.

6A4 EFFECTS OF LEAVES OF ABSENCE WITH PAY

Notwithstanding Sections 6A1 and 6A2, leaves of absence with pay of more than sixty-five consecutive days in a school year shall have the following effects:

a. The school year shall be considered a year of service for purpose of a step on the salary schedule.

b. The time served during the school year containing the leave of absence described in this section shall not constitute a year of service:

(1) for the purpose of acquiring the right to or progressing towards a continuing contract, or

(2) for the purpose of serving a year under a limited contract.

The staff member shall upon return to work assume the same contract status as when the school year began. In addition, at the beginning of the next school year following the school year containing the leave of absence described in this section, the staff member shall then complete the year or years on the limited contract previously awarded.

6A5 SUPPLEMENTAL CONTRACTS

a. The Board shall enter into a supplemental written contact with each staff member who is to perform duties in addition to the staff member's regular teaching assignment. Such supplemental contracts shall be limited contracts and shall set forth the staff member's duties and shall specify the salary to be paid for this service.

b. The deadline for non-renewal of supplemental contracts shall be June 30 instead of April 30.

c. Staff members shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedules attached hereto. A list of non-sport activities will be updated and posted annually listed by the pay tier for each Activity. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The Board needs

not bargain with TCEA about the decision to create a new supplemental position or to consolidate supplemental positions but shall bargain about the salary for any new or consolidated supplemental position. If there is going to be an adjustment of the supplemental duties and pay for a position, the President of TCEA shall be notified and a representative of TCEA shall mutually agree to the adjustment.

d. If the compensation of original 2018-2019 supplemental contract language will negatively impact the employee, he/she will be held harmless for as long as he/she continues in that position. Once an employee vacates a supplemental contract position and it is filled by someone else the amended pay rates will become effective. Once the compensation for an activity equals or exceeds the original 2018-2019 compensation rate, the employee/position will be permanently moved to the amended pay schedule.

e. The District and Association recognize and value the educational experiences gained by students participating in extracurricular academic (non-athletic) activities. As such we feel it's important to fairly compensate those leading such activities for the work that is done outside of the school day. To this end, the District and Association has jointly developed a process to create a supplemental Academic Activity pay schedule, to reward the advisors of those activities that grow and to protect the District at the same time from activities that wain in student interest and activities. At the end of the Academic Activity season or academic year (no later than June 15) the Academic Activity will be evaluated by the building Principal against a predetermined list of expectations and expected outcomes. A determination will be made by the Administration to continue the Academic Activity as is, raise the "compensation status" of the Academic Activity, leave the "compensation status" as is or to dissolve the activity at that time.

f. A certified staff member that wishes to start an Academic Activity will write a proposal and submit it to the building principal for initial approval. The proposal is forwarded to the Director of Human Resources to review with the appropriate department heads and Administrative Staff for final approval. All Academic Activities must be tied to an academic program within the school district with no significant duplication of purpose, goals, or activities of an existing school-sponsored academic activity. The successful proposal will describe an unfilled academic need, the purpose and goals of the Academic Activity and how it will address the need identified. The proposal will outline a list of expectations such as the number of meetings per week, month or year and what programming will occur at these meetings, how attendance will be taken at each meeting, what activities the Academic Activity will sponsor and how these activities will lead to the desired outcomes. Academic Activity meetings and activities must take place outside of the regular school day and there must be a minimum of 10 participants for any Academic Activity to be approved. All Academic Activities are

expected to have one to two meetings per month and three to four outside activities not held during a meeting or the school day.

g. Those currently holding a supplemental contract for an academic activity will create the initial guideline document that outlines the academic program the activity is aligned with, the purpose, goals and activities it will sponsor, a list of expectations such as the number of meetings per week, month or year and what programming will occur at these meetings. How attendance will be taken at each meeting, what activities the Academic Activity will sponsor and how these activities will lead to the desired outcomes.

h. Once a proposal receives final approval it will run the first year as an unpaid position. Should the Academic Activity fulfil its purpose and satisfy the expectations and the identified need, the Academic Activity will warrant a paid advisor beginning in year two. Should an Academic Activity continue to meet expectations and fulfill the identified need, the Academic Activity will continue for subsequent years. Should expectations fail to be met, or the need no longer be fulfilled or exist, the administration shall have the right to discontinue the Academic Activity.

i. As an Academic Activity becomes more popular, expectations raise, meeting frequency increase as well as outside activities, the Academic Activity can raise to a Tier 2 status. The advisor must apply to their building Principal to be raised from tier 1 status to a tier 2 status. Approval will follow the same process as proposing a new Academic Activity. A tier 2 Academic Activity shall meet three to four times per week over a three to four-month season or one time per week during the entire school year. Additionally, they will hold or participate in eight to twelve events excluding a regular meeting or the school day. Should expectations fail to be met or the need no longer be fulfilled or exist, the administration shall have the right to discontinue the Academic Activity or reduce it to tier 1 Academic Activity status.

j. As a tier 2 Academic Activity becomes more popular, expectations raise, meeting frequency increase as well as outside activities, the Activity can raise to a tier 3 Academic Activity status. The advisor must apply to their building Principal to be raised from tier 2 status to a tier 3 status. Approval will follow the same process as proposing a new Academic Activity. A tier 3 Academic Activity shall meet four to six times per week for a three to four-month season. Additionally, they will hold or participate in twelve to twenty events excluding regular meetings or the school day. Should expectations fail to be met or the need no longer be fulfilled or exist, the administration shall have the right to discontinue the tier 3 Academic Activity or reduce it to a tier 2 Academic Activity status or to a tier 1 Academic Activity status.

k. Tier 4 and tier 5 are for specific positions and not open for other Academic Activities to grow into or shrink from as described above with tiers 1, 2 and 3.

l. The teacher assigned to the High School Band teaching position shall fill the Director of Bands supplemental position.

6B PROVISION OF STAFF MEMBERS' CONTRACTS

Every staff member who signs a contract with the Board agrees to abide by Board policies and administrative rules and regulations that are placed in the staff member work room and principal's office at each building and matters agreed to through negotiations. Notification of change in Board policies shall be given to the building representative in each school building and sent to the TCEA President.

ARTICLE 7
LEAVE POLICIES

7A LEAVE OF ABSENCE WITH PAY

Under conditions hereinafter specified, staff members of the Board will be granted leaves of absence with pay. The following amounts of days are hereby set aside for illness and for personal leaves of absence with pay in accordance with the following categories:

7A1 SICK LEAVE

Each full-time staff member shall be credited with 1-1/4 days (at the rate of 15 days per year) of sick leave for each month of service rendered. Staff members who render part-time service shall be entitled to sick leave for the time actually worked at their rate.

7A1a ILLNESS OR INJURY

In accordance with ORC 3319.141, staff members may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the staff member's immediate family. Immediate family is defined as parent, child, spouse, sister, brother, grandparents, grandchildren, legal guardian, foster or step-child, or foster or step-parents of said staff member or spouse.

If an illness meets the criteria for STRS disability, the staff member shall apply for STRS disability.

The Superintendent or his designee may engage in a dialogue with the staff member as to the reason for the staff member's absences where the staff member is absent more than eight days in a four-month period.

Medical proof of illness/death will be required by the Board for all absences longer than ten (10) consecutive days and may be required for absences of less than ten (10) days. Misuse or deliberate misrepresentation of sick leave may result in disciplinary action up to and including termination.

7A1b BEREAVEMENT

For death in the immediate family (as defined in 7A1a), a staff member may use sick leave. For death in less than the immediate family, personal leave shall be used.

7A1c MATERNITY/PATERNITY/ADOPTION

After childbirth, a staff member may use sick leave for up to eight (8) calendar weeks. During the adoption process, a staff member may use up to eight (8) calendar weeks of sick leave, commencing with the placement of the child or prior to receiving custody if necessary in order to fulfill requirements for adoption.

7A2 SICK LEAVE BANK

The staff members of the Troy City Schools will establish a sick leave bank. At the beginning of each school year by September 15, or if the sick leave bank balance falls below one hundred (100) days, staff members may volunteer to donate up to five (5) days of their available sick leave. The donated days will make up the sick leave bank and unused days remaining in the sick leave bank will accumulate from year to year. A review panel made up of the TCEA President or his designee and the Business Manager will administer the sick leave bank.

Upon depletion of accumulated sick leave balance and the advancement of the remainder of the sick days yet to be accrued for the school year up to five (5) sick days, a staff member may apply for sick leave days from the sick leave bank if he has a catastrophic illness or injury or if his spouse, child or step-child has a catastrophic illness or injury. A catastrophic illness or injury is defined as a sudden or unexpected disruption of a standard order of living.

The staff member must have a doctor's note when applying for days from the sick leave bank explaining the catastrophic condition and the length of time needed to be off work. He may apply for sick leave days up to twelve (12) calendar weeks at a time. If additional time is needed, the staff member must make another application accompanied by a doctor's note explaining the need. Requests for use of the sick leave bank must be made through Human Resources. The maximum days a staff member may be granted from the sick leave bank per contract year will be no more than sixty (60) days.

7A3 PERSONAL LEAVE

a) The Board recognizes the need for personal leave. This leave, not to exceed four (4) days per year, will be granted to staff members. Leave may be taken in half or whole day increments. Since the operation of the school program is the first concern, the Principal or Supervisor may refuse to grant this leave if the operation of the school may be jeopardized. No personal leave will be granted on the first or last day of school nor on days before or after the school is closed or not in session unless there is an emergency or unusual situation and the staff member submits a written request to the Principal or Supervisor explaining the need for Personal Leave. The Principal or Supervisor will make a recommendation and forward the letter to the Superintendent or his designee, whose decision shall be final.

b) The staff member will submit a request for Personal Leave-through the KIOSK to the Principal or Supervisor at least three (3) days in advance. Except for emergency or unusual situations, the Principal or Supervisor will acknowledge the use of Personal Leave. In case of emergencies, the Superintendent or his designee may waive the 3-day requirement.

c) Unused Personal Leave days will be compensated as follows:

4 unused days $400

3 unused days $300

2 unused days $200

1 unused day $100

Payment will be made by July 31st.

(For UNPAID PERSONAL LEAVE, see Section 7B6.)

7A4 SCHOOL BUSINESS

Pursuant to provisions of Section 3313.20 Ohio Revised Code, any employee of the Troy City Board of Education may receive compensation and expenses without deduction from sick leave for days on which he is excused, by the Superintendent or his designated representative, for the purpose of visiting other schools for observation or attending meetings such as conferences, workshops, and seminars at the local, state, or national level which are designed for improvement of instruction or management of the school district and for other travel necessary for the conduct of official school district business in accordance with the following stipulations:

a. The operation of the school program will be the first concern.
b. All staff members in the Troy Schools are encouraged to attend professional meetings. The number of staff members to be absent for such meetings at any one time is to be determined by the administrators involved.
c. The value of the experience for the staff member and the school system plus the contribution the staff member can make to the meeting or organization attended must be demonstrated.
d. Approval is subject to the sole discretion of the Superintendent or designee and must be obtained in writing prior to travel and/or attendance at a meeting on forms provided by the Superintendent's office.
e. Reimbursement will be paid for the necessary and reasonable expenses of:
    (1) Use of privately owned automobile at the prevailing rate
    (2) Common carrier fare that is supported by receipts
    (3) All meals traveling to, during, and from meetings
    (4) Lodging supported by receipts

(5) All claims for reimbursement of expenses such as taxi and ferry fares; bridge, highway, and tunnel tolls; baggage storage; telephone calls; conference registration; rental fees; and other expenses necessary to the conduct of official school district business.

(6) All claims for reimbursement of expenses must be submitted in writing for approval by the Superintendent or his designee, on forms provided by the Superintendent's office

f. The request to visit another school should indicate the particular school and teacher(s) that are to be visited. The local principal or supervisor should contact the principal of the school to be visited to secure his permission for the time and place of the visit.

g. Upon return from professional meetings, written summaries shall be submitted to building administrators upon request.

7A5 ASSAULT LEAVE

Whenever, as a result of an assault or battery to a staff member while in the scope of staff member employment or during attendance of a school event if the staff member is assisting with crowd control or security, the staff member receives injuries which would entitle him to compensation under Section 4123 ORC, such staff member shall be eligible for assault leave under the following conditions:

a. The staff member must actively pursue prosecution of a known assailant in the appropriate court

b. Any time lost from work shall not be charged against sick leave

c. The maximum amount of assault leave shall not exceed five days except when a physician's statement specifies a longer period of time, in which event the maximum amount of assault leave shall not exceed 60 days.

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

7A6 ABSENCE FOR JURY DUTY AND COURT SERVICE

a. When a staff member is called for jury service, he shall give his immediate supervisor proper notice and the Board will reimburse the staff member for his regular pay. The staff member shall surrender his per diem, excluding transportation, meals, and room, for court services to the Board Treasurer. It is the responsibility of the staff member to collect for his court services. The staff member shall submit receipts for the excludable items (transportation, meals, lodging).

b. A staff member shall be granted, upon written request, court leave to appear as a party in a school related civil lawsuit or civil administrative proceeding or to appear as a subpoenaed witness:

(1) In a civil lawsuit or civil administrative proceeding where the witness's knowledge or information of relevant facts arose from his employment with the Board; for the purpose

of this paragraph, school related matters shall not include conflicts between the Board and a staff member or the Board and TCEA.

(2) In a criminal or juvenile proceeding involving a student where the witness's knowledge or information of relevant facts arose from his employment with the Board.

Any staff member subpoenaed for a court appearance shall notify his building principal or his immediate supervisor as soon as possible. The staff member shall turn over to the Treasurer the witness fee check from the Court or litigants, excluding reasonable amounts for transportation, meals and room, and he will receive his regular pay. The staff member must provide receipts for excludable items (parking, meals, and transportation).

7B LEAVES OF ABSENCE WITHOUT PAY

Requests for leaves of absence without pay shall be submitted in writing on forms that shall be supplied by the Board. Requests for leaves of absence without pay must comply with the provisions in this section. Requests that do not comply will not be approved and the staff member will be expected to report for work. Staff members who do not report for work will be subject to disciplinary action. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and employment stops. A person returning from an authorized leave of absence without pay shall be placed on the appropriate salary step. The intent being that a person will not receive an experience increase for a leave of absence. All leaves of absence without pay shall in no event end sooner than the period of time granted, except as mutually agreed by the staff member and the Superintendent.

7B1 ILL HEALTH LEAVE

a. A written application for leave of absence for ill health must be accompanied by a statement from the attending physician stating the nature of the illness and definitely recommending that a leave of absence be granted.
b. Such request for leave of absence will be granted for not less than one semester nor more than one school year. The leave may be renewed, but in no event will a leave extend for more than two years. The request for extension of leave for personal illness must be accompanied by a doctor's statement recommending such an extension. Said staff members shall have right of restoration to contract status prior to approval of leave.
c. If a staff member is unable to perform satisfactorily the duties of his position because of a physical or other disability or if the staff member has been absent on account of personal illness following the expiration of his sick leave, the Superintendent may recommend, without the request of the staff

member, a leave of absence for a part of the school year, or for a full school year and renewals thereof.

d. The Superintendent may require a staff member to be examined by a physician, psychiatrist or psychologist mutually agreed upon and paid for by the Board in order to determine the staff member's continued ability to perform his job duties or to return to work from sick leave or medical disability leave. If the Superintendent and staff member cannot mutually agree on the examiner, the Superintendent shall provide the staff member with a list of three examiners from which the staff member shall select one. If the staff member does not select one from the list, the Superintendent will designate the examiner from the list.

7B2 CHILDREARING LEAVE

The Board will grant a leave of absence without pay for the purpose of rearing a newly-born child or a newly adopted child whose age is five years or less at the time of the commencement of the leave of absence.

a. A staff member who wishes to take leave under this policy shall make application in writing to the Board at least thirty (30) days prior to the commencement of said leave, unless an adoption is involved where there is insufficient notice prior to the placement, in which case the thirty (30) days will be waived.
b. Leave under this policy may be granted for a period of up to two (2) years plus the remaining portion of the school year in which the leave commences.
c. Leave under this section shall expire on the last day of the school year unless the staff member gives notice by March 1 of his intent to: (a) extend the leave for an additional year (if eligible) or (b) return to active teaching duty for the ensuing school year.
d. All unpaid childrearing leave must be taken consecutively.
e. For return from approved leave, said staff member shall resume his previous contract status and may be considered for the same or a similar position.
f. During Child Rearing Leave, a staff member has the option of continuing participation in the Troy City Schools group insurance plan by paying the full COBRA rate.

7B3 MILITARY LEAVE

Military leave will be provided per the provisions set forth in the Ohio Revised Code 5923.05 and 3319.14.

7B4 LEAVE FOR PROFESSIONAL STUDY

a. Professional leave may be granted on the basis of either one full semester or one full year. Request of leave for professional study must be filed 90 days prior to beginning of leave. If requests are placed later than this time, they may be granted if replacement can be obtained.
b. Request for this leave for less than one year may be granted if administratively possible.
c. The leave may be granted for full-time study and earned credit must be filed upon return to the Troy School System.

7B5 ILLNESS IN THE IMMEDIATE FAMILY

Leave shall be granted because of a serious illness in the immediate family for a period not to exceed two years, unless mutually agreed upon by the Superintendent and the staff member. A written application for such leave must be accompanied by a statement from the attending physician stating the nature of the illness.

7B6 UNPAID PERSONAL LEAVE

A staff member may use up to five (5) unpaid days per year for unique personal situations. The staff member requesting this leave must submit a written request to his principal or immediate supervisor explaining the unique personal situation at least three (3) days in advance. The written request must explain the circumstances that require the leave to be taken during regular school hours. The principal or immediate supervisor will make a recommendation and forward the request to the Superintendent or his designee for approval or denial. This leave will not be granted on the first or last day of school nor on days before or after the school is closed or not in session unless a very unique condition exists.

The Superintendent or his designee's action will be final. A request for unpaid personal leave shall not be unreasonably denied.

7B7 LEAVE FOR SELF-IMPROVEMENT THROUGH TRAVEL

a. Any staff member may make a written request for this leave for travel.
b. Such leave shall not exceed one year in length.
c. Such leave shall not exceed one occurrence per five years of consecutive employment.
d. Such leave shall not be unreasonably denied.

7B8 FAMILY AND MEDICAL LEAVE OF ABSENCES

The Board and TCEA agree to abide by the provisions of the Family and Medical Leave Act of 1993 (FMLA). The parties to the Agreement agree that all benefits guaranteed by the FMLA will be provided

to eligible employees covered by this agreement. Each party shall retain all rights accorded to them by the FMLA. A link to current FMLA language shall be posted on the district website.

7B8a. **POSTING REQUIREMENTS**

The Board shall post a notice that summarizes FMLA provisions in the main office of all Board operated buildings.

7C SABBATICAL LEAVE

Any staff member who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions:

1. The staff member shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission and at the conclusion of the leave, provide evidence that the plan was followed.
1. The staff member shall be required to return to the district at the end of the leave for a period of at least one year.
2. This leave shall not be denied on an arbitrary or capricious basis.

The Board may not grant such a leave unless there is available a satisfactory substitute nor grant such leaves to more than 5% of the professional staff at any one time. Part salary paid to the staff member shall be the difference between the substitute's pay and the staff member's expected salary. A leave shall be no longer than one school year, nor granted a second time to the same individual when other staff members have filed a request for such a leave.

Upon his return from leave, the staff member's salary will be the same as he would have received had the period of his leave been spent in the Troy Public School System. Fringe benefits (including retirement benefits, health coverage, etc.) may be maintained at the expense of the staff member, and he will return to the same position, except where the staff member's prior position no longer exists, or to an equivalent position to that which he held prior to his leave. Any change in assignment as a result of the sabbatical leave will be made with the mutual consent of both the staff member and Superintendent.

ARTICLE 8

SALARIES AND MATTERS OF ECONOMIC WELFARE

8A SALARY SCHEDULES

The Board shall adopt salary schedules for all staff members for whose service a state certificate/license is required, and all salaries shall be in accordance with these schedules. Schedules shall provide equal salaries for all staff members having equal experience, training, and assignments; there shall be no differentiation on the basis of sex or the grade level or subject assignment.

8A1 PURPOSES OF THE SALARY SCHEDULES

Salary schedules shall be so designed that they will:

a. Enable administrators to obtain competent well-trained personnel, and to retain those who have rendered effective service.
b. Induce staff members, supervisors, and administrators to improve their skills and service by broadening their professional training.
c. Provide staff members with a degree of financial security by indicating the salaries they may expect to receive from year to year.
d. Enable the Board to determine its annual budget requirements for salary purposes.
e. Guide administrators in the classification and assignment of certificated/licensed personnel and in determining the salaries to be paid.

8A2 SALARY REGULATIONS

a. Salary schedules of previous years are not a part of this agreement and are expressly repealed.
b. The Board may give compensation in proportion to the service rendered for special work and service over and above what is normally required.
c. Compensation for "part time" staff members will be prorated on a percentage basis.
d. Regular staff member salaries (not supplemental salaries) shall be paid in twenty-four (24) equal pays. Staff members who have earned additional college credit which would entitle them to a higher salary classification at the opening of the school year must submit from the university an official transcript showing completion of the additional credit to the Superintendent of Schools by September 15 or January 15. If an official transcript cannot be obtained by September 15 or January 15, then other written evidence of completion from the college or university will be accepted until an official transcript can be provided. Failure to submit evidence by the above dates will delay placement on the higher salary classification until next school year.

e. Years of service means all years of service, for which membership in STRS is required, in public schools, regardless of training, and up to five years of military service. A full year of credit will be given for 120 days of service in a contract year and for eight continuous months or more of active military service (Sec. 3317.13 ORC).

f. Staff members newly employed in the district shall be granted ten (10) years of public school teaching service elsewhere, including up to five years of military service (Sec. 3317.13 ORC).

g. All staff members will be placed in their proper training column according to their degree or educational status (Section 317.14 ORC).

h. A staff member must have a bachelor's degree or a master's degree to be placed in that classification on the salary schedule.

i. All staff members must comply with the certification/licensure laws and regulations of the Ohio Department of Education. A staff member who does not maintain a valid license/certificate shall obtain a substitute license in order to continue employment. Until such time that he applies for a substitute license, the staff member cannot be paid. Once the staff member has filed an application for a substitute license with the Human Resources Department, the staff member shall be paid at the established substitute per diem rate.

    Such staff members must have renewed their license/certificate by the end of the current calendar year. Benefits shall remain in effect until the end of the calendar year.

    If by the end of the calendar year, the staff member has renewed his license/certificate, the staff member will be paid on the regular salary schedule effective on the date that the renewed license/certificate is issued.

    If a staff member does not complete the requirements to renew his license/certificate by the end of the current calendar year, he will be considered to have voluntarily resigned from his position effective December 31st of that calendar year without board action or acceptance.

j. During the time the staff member is paid on the substitute per diem rate, he will retain all other rights as outlined in the negotiated agreement.

k. Description of training classification:

    (1) BACH – graduation from a college with a degree

    (2) BACH 150 (one-hundred fifty) – bachelor's degree and 150 semester hours (225 quarter hours)

    (3) MASTER – postgraduate work to earn this degree

    (4) MASTER PLUS 15 (fifteen) – master's degree plus 15 semester hours (22.5 quarter hours)

    (5) MASTER PLUS 30 (thirty) – master's degree plus 30 semester hours (45 quarter hours)

(6) For the MASTER PLUS 15 (fifteen) and the MASTER PLUS 30 (thirty), the hours must be

(a) Toward a degree, additional certification, or similar course upon prior approval by the Business Manager/Director of Human Resources. The courses must be related to improvement in one's field.

(b) In both instances, the 15 (fifteen) or 30 (thirty) semester hours must be taken after the MASTER degree has been received, graduate work being given full credit and undergraduate work three-fourths credit.
This means that fifteen **(**15**)** semester hours of graduate or twenty **(**20**)** semester hours of undergraduate work will apply to the MASTER PLUS 15 and thirty **(**30**)** semester hours of graduate work or forty **(**40**)** semester hours of undergraduate work for the MASTER PLUS 30. A combination of the graduate and undergraduate hours is acceptable.

l. The following information must be on file in the Superintendent's office before the staff member's first work day, unless extended by the Business Manager/Director of Human Resources, or as soon thereafter as the information is available:

(1) An Ohio teaching certificate/license

(2) An official transcript of all college credits

(3) Verification of all previous public-school experience

(4) Documentary evidence of military service is necessary if this is to be used for salary classification.

m. Failure to comply with the provisions of paragraph i, j, and k could result in the withholding of pay. Continual refusal to abide by the regulations after written notice will be considered cause for nonpayment.

n. The Board will give staff members written individual annual salary notices. Such notification will be given before the beginning of the school year unless negotiations have not been concluded, in which case notice will be given as soon as possible.

8A3 SALARY

a) Effective August 1, 2024, a 4% increase on the base salary, normal salary schedule movement of one (1) step.

b) Effective August 1, 2025, a 3.5% increase on the base salary, normal salary schedule movement of one (1) step.

c) Effective August 1, 2026, a 3% increase on the base salary and normal salary schedule movement of one (1) step.

8B PAYMENT OF SALARY

8B1 REGULAR SALARY

Salary payment will occur twice a month (15th and 30th), except February, which will be the 15th and the last day of February. In the event a pay date falls on a Saturday, Sunday, or legal holiday, the payday shall occur on the last business day immediately preceding.

Staff members with seasonal supplemental duties may elect to be paid for such duties at the end of the season or half of the supplemental pay after completion of half the season with the remaining half after completion of the season. With the exception of Department Heads, staff members with year-long supplemental contracts may elect to be paid with their regular pay or at the end of the student school year (2nd pay period in June). The staff member will make the election for payment in writing on the supplemental contract form, which may not be changed during the supplemental contract.

8B2 ERRORS

If a payroll error is caused by the administration involving more than $50, at the staff member's request the Treasurer within two working days shall pay the teacher seventy-five percent (75%) of the gross amount of the error. Final reconciliation shall be made at the next payroll.

8C TUITION REIMBURSEMENT

The Board will set aside $35,000 each fiscal year for the purpose of tuition reimbursement.

1. Staff members will be eligible for up to $1,500 of tuition reimbursement per fiscal year upon successful completion of the class and proof of payment for that class. If the total amount staff members' requesting reimbursement exceed the total dollar value of the fund, the available funds shall be equally divided amongst those requesting reimbursement, not to exceed amount requested in reimbursement.
2. To receive tuition reimbursement, staff members must submit the tuition reimbursement form (Addendum E), proof of successful completion of a class and proof of payment for that class to Human Resources by June 5th. Staff members will be reimbursed in June of the fiscal year in which classes were successfully completed.
3. Any money not distributed through tuition reimbursement during a fiscal year will be carried over to the next fiscal year.

8D AUTOMATIC PAYROLL DEPOSIT

1. Staff members may elect to be paid by automatic deposit at any time. New employees must be on direct deposit. Once a staff member is on direct deposit, he must remain on direct deposit.
2. All changes in account information (i.e. routing numbers) and status must be communicated to the Treasurer's Office in order for pay to be properly processed.

8E PAYROLL DEDUCTION

Authorization for payroll deductions must be signed by the staff member except as authorized by provisions of continuing membership. All sums deducted from the payroll will be returned on a timely basis by the Office of the Treasurer to the appropriate agent designated to receive the deduction in accordance with the TSA company billing cycle (not to exceed each payroll). Deductions shall be provided without cost to staff members for the following purposes:

8E1 UTP DUES (TCEA, WOEA, OEA, NEA)

Deductions of dues shall be spread out over eight equal installments, beginning with the second check in October, and from the second check for the next seven months. All money so deducted shall be remitted to the TCEA Treasurer monthly. TCEA shall notify the Treasurer of those staff members who will participate in payroll deduction no later than three weeks prior to the second check in October and shall indicate the total amount to be deducted from each staff member's check. Such authorization shall continue in effect until such a time that said staff member gives written notice to the TCEA Treasurer to discontinue such deductions or employment with the Board terminates, with a copy of the notice to the Board Treasurer, but in no event shall such authorization be discontinued voluntarily before the end of the school year. A representative of TCEA shall have access at reasonable times to the record of authorizations and cancellations kept by the Treasurer. If a staff member on payroll deduction separates from employment before deduction of all installments, the Treasurer shall deduct, to the extent there are funds owing to the staff member, the remaining dues. A staff member employed after the initial cut-off for notice of those on dues deduction may give written authorization for dues deduction. In such a case, the dues shall be deducted over the remaining installments in an amount verified in writing by the TCEA Treasurer.

8E2 REPRESENTATIONAL FEE

a. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of staff members who elect not to become or to remain members of TCEA a representational fee for TCEA's representation of such non-members during the term of this Professional Negotiations Agreement.

b. Notification of the Amount of Representational Fee

Notice of the amount of the annual representational fee shall be transmitted by TCEA to the Treasurer of the Board on or about September 15 of each year during the term of the Professional Negotiations Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

c. Schedule of Representational Fee Deductions

(1) All Representational Fee Payers

Payroll deduction of such annual representational fees shall commence on the first pay date that occurs on or after January 15th annually. In the case of staff members newly hired after the beginning of the school year, the payroll deductions shall commence on the first pay date on or after the later of:

(a) sixty (60) days of employment in a bargaining unit position or

(b) January 15th

(2) Termination of Membership During the Membership Year

Upon termination of membership during the membership year the Treasurer of the Board shall, upon notification from TCEA that a member has terminated membership, commence the deduction of the representational fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual representational fee less the amount previously paid through payroll deduction.

The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

d. Transmittal of Deductions

The Board agrees to accompany each such transmittal with a list of the names of the staff members for whom all such representational fee deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

TCEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 of the Ohio Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each staff member who does not join TCEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and State of Ohio.

f. Entitlement to Rebate

Upon timely demand, non-members may apply to TCEA for an advance reduction/rebate of the representational fee pursuant to the internal procedure adopted by TCEA.

8E3 CREDIT UNION

Staff members participating in the credit union shall have their authorized deductions made from each paycheck. Changes in the amount deducted shall be made in accordance with the rules and regulations of the credit union.

8E4 UNITED WAY FUND

Authorized deductions shall begin with the first paycheck in November and be equally distributed over the next ten pays. Deduction will not be available for less than $1.00 per pay.

8E5 POLITICAL CONTRIBUTIONS

Pursuant to Section 3313.262, Ohio Revised Code, the Board will deduct from the salaries of staff members such amounts for political organizations and parties and or nonpartisan issues as the staff

member, by written authorization, may demand. Such written authorization must be on a form different from the dues authorization form.

8E6 TAX SHELTERED ANNUITIES

Tax sheltered annuity deductions, both 403 (b) and 457 plans, may be authorized and any staff member is eligible to participate. The amount to be deducted may be changed in accordance with IRS regulations. Cancellation of deductions may occur at any time. There must be at least three (3) participants in order to set up a new 403 (b) annuity for payroll deduction, and a new annuity deduction shall not be added if the total number of 403 (b) companies will exceed fifteen (15). The Treasurer's office shall provide a complete list of active 403 (b) companies to all staff members in September and shall send out notification of company deletions and additions as they occur. The Board will also offer a 457 plan and the Ohio Deferred Compensation plan if any teacher elects to enroll. All payments to 403(b) and 457 plans must be made in accordance with all IRS guidelines.

8E7 PAYROLL DEDUCTION OF TUITION

Deductions for out-of-district tuition payments will be deducted over eight equal installments beginning with the first payroll in September.

8F MILEAGE

When the distance between school buildings is such that transportation by means of automobile is necessary, those staff members whose duties require traveling between school buildings and who drive personal automobiles, shall be reimbursed at the rate allowable by the IRS effective on January 1. Other prior approved travel related to school business and by means of personal automobile shall also be reimbursed at the same rate.

8G TAX SHELTER STRS

8G1 TAX SHELTER OF STRS CONTRIBUTIONS

The STRS contribution, which has heretofore been paid by the staff member directly to STRS, will now be paid on behalf of the staff member by the Board, producing a tax shelter of the staff member's contribution. The Board of Education will pick up 0.75% of the employee's share of STRS paid by the Board.

8G2 PICKUP OF RETIREMENT CONTRIBUTION

a. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, the Board shall pick up each staff member's mandatory contributions to the State Teachers Retirement System of Ohio (STRS) which is not covered by Section 8.G1, provided that no staff member's total salary is increased by such pick up nor is the Board's total contribution to STRS increased thereby.

b. The dollar amount to be designated as "picked up" by the Board:

   (1) shall equal the then-current percentage amount of the staff member's mandatory STRS contribution;

   (2) shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

   (3) shall be included in computing final average salary;

   (4) shall not be reported by the Board as subject to current federal and state income taxes;

   (5) shall be reported by the Board as subject to city income taxes.

c. Each staff member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick up" in combination with other tax deferred compensation plans.

d. If the "pick up" provisions are nullified by subsequent Internal Revenue Service Rulings, this provision of the Agreement shall be declared null and void.

8G3 PAYROLL DEDUCTION FOR PURCHASE OF RETIREMENT CREDIT

a. Any staff member who elects to purchase eligible retirement credit pursuant to §3307.32 or§3307.33, Ohio Revised Code, shall notify the Treasurer in writing and provide approval of the purchase from the State Teachers' Retirement System (herein after referred to as "STRS", the amount to be deducted from his pay each month, the length of time such deduction shall be made and whether the deduction is pre or post tax. Such deduction shall be made each month and remitted to the STRS by the Treasurer.

b. The staff member may elect to have the deduction from his income after the withholding of federal and state income taxes or subject to the limitations of subsection 8G2c of this section prior to the withholding of federal and state income taxes.

c. It is understood that, once begun, pretax deductions are irrevocable and may not be terminated or modified until the purchase is complete or the staff member is no longer employed by the Troy City School District, except as permitted by federal regulations due to unforeseen circumstances or financial hardship. A deduction requested to be on a pretax basis will remain as pretax so long as

this is permitted by federal and state law so that income taxes will be deferred upon the amount of the deduction.

8H SEVERANCE PAY

8H1 ELIGIBILITY

A staff member leaving the employment of the Troy City School District shall be eligible for severance pay effective the last day of employment, provided the staff member meets the following eligibility requirements:

a. Five or more years of service in the Troy City School District, if employed after August 1, 1981
b. Completed application for retirement approved by the State Teachers' Retirement System
c. Completed application for severance pay and filed with the Board Treasurer no later than 90 days after the last day of employment.

8H2 PAYMENT OF SEVERANCE PAY

Payment shall be made within nine months after request but must be paid in the same calendar year. The staff member shall designate on application within which month payment is desired and in no case will severance pay be made while the staff member is still receiving regular paychecks.

The formula for payment shall be 30% of the accrued sick leave days, not to exceed a total of 70 days' severance pay. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the staff member's pay by the total number of days, or fractional parts thereof, as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the staff member at that time.

If a staff member eligible for severance pay dies, severance pay will be made to the staff member's estate, as though the staff member had left employment, in accordance with the above formula. Such staff member need not have applied for severance pay before his death for this benefit to be paid to his estate.

8I INSURANCE

8I1 HEALTH INSURANCE

The Board shall provide each full-time staff member with the opportunity to participate in a health benefit plan. Part-time staff members working four (4) hours per day or more may participate in the Troy City Schools Health Insurance plan by paying 100% of the COBRA rate. Each year the Board will conduct an open enrollment. The Board will offer a PPO (Preferred Provider Organization) option.

The Board will offer a PPO (Preferred Provider Organization) option.
All benefits are outlined in the summary plan description which is posted on the district website and outlines the staff member's percent of coverage and co-pays not addressed within this Article. The staff member's per pay contribution toward the cost of the PPO (Preferred Provider Organization) health insurance shall be:

COBRA rates will be divided as follows:

- In the event the COBRA rate increases by 5% or less in one (1) year, the Board will pay the increase in its entirety and the employee share will remain 20% of the new COBRA rate.
- In the event the COBRA rate increases by more than 5% in one (1) year, the Board will pay the dollar amount equal to the first 5% and the employee will pay the balance. The employee share will increase to reflect the new percentage for the duration of this agreement.
- The Board and Association further agree that, in the event that COBRA rates decrease during the life of this contract, the above formula will be utilized in the allocation contribution reduction by the first 5% decrease to the Board and the balance to the employee.

Staff members will also be provided the option of choosing a High Deductible Health Plan (HDHP) and Health Savings Account (HSA).

The Board shall deposit into the employee's HSA account $1,250/Single or $2,250/Family, 50% on July 15 and 50% on January 15 each year. Should the employee leave employment or drop insurance coverage mid-year, the employee will refund to the Board a prorated amount of any Board HSA deposits.

All benefits are outlined in the summary plan description which is posted on the district website and outlines the staff member's percent of coverage, copays and deductibles not addressed in this Article.

COBRA rates will be divided as follows:

- In the event the COBRA rate increases by 5% or less in one (1) year, the Board will pay the increase in its entirety and the employee share will remain 10% of the new COBRA rate.

- In the event the COBRA rate increases by more than 5% in one (1) year, the Board will pay the dollar amount equal to the first 5% and the employee will pay the balance. The employee share will increase to reflect the new percentage for the duration of this agreement.
- The Board and Association further agree that, in the event that COBRA rates decrease during the life of this contract, the above formula will be utilized in the allocation contribution reduction by the first 5% decrease to the Board and the balance to the employee.

8I2 INSURANCE COMMITTEE

The Association shall appoint by September 15 each year, one representative from each building and one (1) ex-officio professional representative to the Troy City Schools Insurance Committee. The Committee shall consider all items related to the insurance program. The Superintendent shall appoint up to a like number of additional administrative staff as he/she deems necessary. The committee shall meet once per quarter and/or on an as needed basis. The Insurance Committee shall review the current insurance plan design and recommend changes to the board and Association to control the costs of health insurance. Any plan change recommended by the committee shall require an MOU to modify the plan design mid-contract or be made during the regular contract negotiation process. The Insurance Committee will automatically convene to examine plan options to lower costs when insurance COBRA rates exceed a 10% increase.

8I3 WELLNESS COMMITTEE/INCENTIVE

The wellness committee will design a program for wellness for all members and their families. This program will allow members to receive discounts on their premiums for participating in the program. The wellness committee will consist of one (1) TCEA member from each building, two (2) from the classified staff, the district wellness coordinator, and four (4) members from administration. The committee will design and implement the program so that all members will have the opportunity to receive a premium discount, but only those who complete the required criteria to be developed will qualify for these discount(s).

8I4 INCENTIVE NOT TO TAKE INSURANCE

Full-time staff members who are eligible for family coverage through their spouses plan (and the spouse does not work for Troy City Schools) and who elect not to enroll in the Troy City Schools plan will be eligible for an annual lump sum payment in an amount equal to $5,725 subject to proof of coverage elsewhere.

Full-time staff members who are eligible for employee+spouse coverage through their spouse's plan (and the spouse does not work for Troy City Schools) and who elect not to enroll in the Troy City Schools plan will be eligible for an annual lump sum payment in an amount equal $4,008 subject to proof of coverage elsewhere.

Full-time staff members who are eligible for employee+spouse coverage (and the spouse does not work for Troy City Schools) and who elect single coverage will be eligible for an annual lump sum payment in an amount equal to $2,100 subject to proof of coverage elsewhere.

Full-time staff members who are eligible for family coverage (and the spouse does not work for Troy City Schools) and who elect single coverage will be eligible for an annual lump sum payment in an amount equal to $3,817 subject to proof of coverage elsewhere.

The lump sum payment shall be made in the last pay in June following the conclusion of the particular contract year, provided the staff member has completed the form to decline coverage for that year. If coverage is dropped for less than twelve months the incentive will be paid in a lump sum in June determined by the number of whole months during the contract year for which coverage was dropped. Those who have not previously enrolled may enroll in insurance coverage based upon changes in family status and other circumstances in accordance with the usual plan terms.

8I5 FLEXIBLE SPENDING ACCOUNT

The Board shall give each staff member the option of having a Flexible Spending Account pursuant to Section 125 of the Internal Revenue Code. Staff members may designate their participation in the monthly cost of insurance coverage into their individual FSA accounts and may designate individually such additional amounts not to exceed the maximum amount allowed by law per month to their FSAs to use for the medical care, child care, and elder care purposes permitted by Section 125. The time frame for submission of claims shall be the maximum allowed by IRC, Section 125. Less than full-time staff members may participate in the FSA option if permissible by law.

8I6 LIFE INSURANCE

The Board shall pay for a term life/accidental death insurance in the amount of $100,000.

8I7 DENTAL INSURANCE

The Board shall provide a major dental insurance policy under a group plan for each full-time staff member who desires and is eligible. The Board shall pay the total premium cost of either the single or family plan. This plan shall include full coverage for preventative and diagnostic dentistry; a $25 single deduction and a $50 family deduction, after which the plan will pay 80% of the reasonable and customary fees charged by a dentist for basic restorative work; a $1500 calendar year maximum per person (excluding orthodontia); and a 60/40% orthodontics program with a $2000 per person lifetime maximum.

Base Plan Benefits

⁄ered	Individual Deductible	Family Deductible	Co-insurance
⁄ense	(Per Calendar Year)	Per Calendar Year)	Amount
I	None	None	100%
II	$25	$50	80%
III	$25	$50	60%
IV	None	None	60%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid for all Class I Services. Calendar Year Maximum (for all Class I, II, & III Expenses) – $1,500 per person.

Orthodontics Lifetime Maximum (for all Class IV Expenses) – $2,000 per person.

For further details see the Summary Plan Description in effect 9/8/03.

8I8 HEALTH CARE COVERAGE WHILE ON LEAVE OF ABSENCE

The Board shall continue to carry on payroll records all certificated/licensed staff members whose sick leave accumulation has expired or who are on a disability leave of absence or an approved leave of absence for the purpose of term life/accidental death, hospitalization, surgical, major medical, and dental insurance. The staff member shall make the total payment to the director of Human Resources.

8I9 NOTIFICATION OF CHANGE

The Board will notify the TCEA President and the staff members before a change in insurance carrier or claims administrator takes effect. No such change will be put into effect without first distributing to all staff members new insurance identification cards and new claim forms. Summary plan description booklets shall be distributed as soon as possible. Current contractual coverage shall not be reduced.

8J COST OF CERTIFICATION / LICENSURE

a. The Board will reimburse staff members for the cost of a teaching certificate/license renewal or upgrade as required by their position.
b. The Board will pay or reimburse all costs for background checks that staff members must complete to remain employable by the district in compliance with Ohio law.

8K RESIDENT EDUCATOR SUMMATIVE ASSESSMENT

State mandates require beginning teachers in their first four years of licensure to participate in the Resident Educator Program. As a result of these additional mandates, beginning teachers in the Resident Educator Program, upon request, shall be granted one (1) release day per year for the purpose of completing the requirements for the Resident Educator Program. Additional release time may be granted upon request.

8L NATIONAL BOARD CERTIFICATION STIPEND

The Board shall pay a stipend in the amount of two thousand dollars ($2,000.00) to staff members who obtain National Board Teacher Certification and upon subsequent renewal of the designation. This payment shall be retroactive to any staff member who has received National Board Certification while in the employment of the Troy City School District. The stipend will be paid in one lump sum not later than June 30, paid separately from their regular pay.

8M MENTOR STIPEND

The Board shall pay a stipend in the amount of one thousand dollars ($1,000) each year to each staff member who serves as a Mentor Teacher.

8N THIRD GRADE GUARANTEE

If a third grade staff member must achieve additional credentialing to retain his position, the Board will pay the one-time cost of any test necessary to achieve such credential.

8O COLLEGE CREDIT PLUS

Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college level courses to students (grades 7-12) in accordance with the following provisions:

1. The Board shall provide all necessary professional development leave and reimburse the staff member for all costs associated with the attainment and/or renewal of the appropriate

credential(s). If a staff member must achieve this additional credentialing to retain his position, the Board shall pay all associated costs.

2. The District shall not include CCP courses in the observation or evaluation of a staff member unless the staff member opts to do so or instructs CCP courses exclusively.
3. No student data collected in conjunction with CCP course offerings shall be used in the calculation of a staff member's Student Growth Measure or any other student performance measure used in the evaluation of a staff member unless the staff member opts to do so before the collection of data.
4. The Board shall provide and incur all costs associated with materials for CCP courses as appropriate per the curriculum director.
5. All staff members participating in the CCP program shall be provided professional leave should the need exist for staff members to meet with IHE representatives during the contract day.
6. All staff members participating in the CCP program shall be provided one (1) professional leave day at the end of each semester in order to fulfill required administrative responsibilities associated with CCP courses, if needed.
7. No staff member position shall be eliminated or reduced and no staff member shall be displaced as a result of the District's participation in the CCP program until a discussion of the need for staffing changes has been conducted with the department chair affected and the TCEA president.
8. No staff member positions shall be eliminated or reduced by sub-contracting with non-Troy City Schools employees.

8P STUDENT TEACHER COMPENSATION

Upon receipt from the higher education institutions, monies paid to the district for field placement candidates (student teachers) shall be paid by the district to the cooperating teacher(s) as a stipend, with all standard deductions and withholdings applied.

ARTICLE 9

DURATION OF AGREEMENT

This agreement, developed and agreed to by the Troy, Ohio, Board of Education, hereinafter referred to as the "Board" and the Troy City Education Association, hereinafter referred to as the "TCEA," shall be in force from August 1, 2024 through July 31, 2027.

It is agreed that this instrument supersedes those sections in the Policy Manual of the Board and administrative procedures that are in conflict with policies stated herein. It is further agreed that any revision of this agreement shall be in accordance with the negotiation procedures found in Article 1 of this agreement.

Ratification completed by Troy City Education Association:

_____, June 11, 2024
Justin Crews, TCEA President

_____
William Hewitt, TCEA Member

_____
Keith Yunker, TCEA Member

_____
Kristi Drake, TCEA Member

_____
Molly Venneman, TCEA Member

_____
Mandy Peck, TCEA Member

Ratification completed by Troy City Board:

_____, June 11, 2024
Board President, Sue Borchers

_____, June 11, 2024
Superintendent, Chris Piper

_____, June 11, 2024
Treasurer, Jeffrey Price

_____, June 11, 2024
Business Manager/Director of HR, Dave Dilbone

Grievance Form

TROY CITY SCHOOL DISTRICT Certified/Licensed Staff

Name of Grievant(s): _____

Position: _____

Building: _____

Name of Immediate Supervisor: _____

Step 1: Oral Discussion

- Date of Grievance Occurrence: _____
- Date Orally Presented to Supervisor: _____

Step 2: Formal Written Grievance Step II

- Briefly state the problem. Identifying the provisions of the Professional Negotiations Agreement, building policies, or Board policies that were allegedly misinterpreted, misapplied, or violated.

_____

_____

_____

_____

_____

_____

_____

_____

- Remedy Sought:

_____

_____

_____

_____

Grievant Name: _____ Received By: _____

Grievant Signature: _____ Received By Signature: _____

Date Submitted: _____ Date Received: _____

- Request or Conference with Supervisor

A conference has been requested by _____ on: _____ (Date Requested)

Actual Date of conference: _____

Persons Present at Conference:

_____

_____

Supervisor Response:

_____

_____

_____

_____

Step 3: Appeal to Superintendent

Grievant Name: _____ Received By: _____

Grievant Signature: _____ Received By Signature: _____

Date Submitted: _____ Date Received:_____

- Request for Conference with Superintendent

A conference has been requested by _____ on: _____ (Date Requested)

Actual Date of conference: _____

Persons Present at Conference:

_____

_____

Superintendent Response:

_____

_____

_____

_____

Step 4: Request for Arbitration

Grievant Name: _____ Received By: _____

Grievant Signature: _____ Received By Signature: _____

Date Submitted: _____ Date Received:_____

Date Awarded: _____

COMPLAINT FORM

TROY CITY SCHOOL DISTRICT Certified/Licensed Staff

STEP II: Complaint Form

DATE SUBMITTED: _____ RECEIVED BY: _____

NAME: _____ POSITION: _____

SCHOOL: _____ PRINCIPAL: _____

Briefly state the problem, indicting the date complaint occurred: _____

_____

_____

_____

_____

_____

Remedy sought: _____

_____

_____

_____

_____

Signature: _____

Did you discuss this complaint with your immediate supervisor prior to filing this complaint? _____

If so, please give date _____ and name of the person _____ you discussed it with.

Date of immediate supervisor's response: _____

****

STEP II RESPONSE:

_____

_____

_____

_____

_____

Date: _____ Signature: _____

COMPLAINT FORM

TROY CITY SCHOOL DISTRICT Certified/Licensed Staff

STEP III: Complaint Form

NAME: _____ DATE: _____

RECEIVED BY: _____ DATE: _____

The disposition of this complaint at Step II has not been satisfactory. I find it necessary to appeal this complaint to Step III for the following reasons:

_____

_____

Signed: _____

****

STEP III RESPONSE:

_____

_____

_____

_____

_____

Signed: _____ Signed: _____

****

STEP IV: Complaint Form - Appeal to Board of Education

Appealed to Board of Education on _____

Date: _____ Signed: _____

Received by: _____ Date: _____

PLEASE PRINT ON GOLDENROD PAPER!

BE 127 Rev 8/2023

TROY CITY SCHOOLS
ADMINISTRATOR'S RECOMMENDATION FOR EMPLOYMENT

Office Use Only:

Dave Dilbone, Business Manager/Director of HR	Initials	Date	Board Meeting
Chris Piper, Superintendent	Initials	Date	

TO BE HIRED

~ Make sure to also complete and submit the "Employment Check-off Sheet" to the HR Dept for all NEW employees. This must be received before the employe can be hired!

Name			SSN
Address			Ph w/AC
City/State/ZIP			All ph w/AC
Hire Date	Time	Start Date	Position Budget Code

☐ CERTIFIED/ADMINISTRATIVE EMPLOYMENT

Position			Building	Replacing, if applicable
#Yrs Experience	Degree	Step	Salary/Hourly Rate	Certificate/License Information

☐ CLASSIFIED EMPLOYMENT

Position		Building	Replacing, if applicable
Step	Salary/Hourly Rate	# Days Wkd in Reg Sch Yr	# Pd Holidays in Reg Sch Yr
Hrs Per Day (Not including lunch period)		Daily Beginning Time	Daily Ending Time

☐ SUPPLEMENTAL EMPLOYMENT (Including Summer School)

Position			Building
# of Yrs in this Position	Step	Salary/Hourly Rate	For School Year

☐ COMMENTS/SPECIAL INSTRUCTIONS

Principal's/Supervisor's Signature	Date

Troy City Schools

Tuition Reimbursement Form

Name: _____

Employee ID: _____

Building: _____

University Attended: _____

Class or Classes ID# (ex: EDA 600) _____

Dates Attended: _____
(Must be between July I and June 5 of the current fiscal school year)

Total Amount to be reimbursed: _____

In order to receive reimbursement, the following documents must accompany this form.

* **Proof that the class or classes have been successfully completed.**
(e.g. University Transcript, University Grade Report)
This paperwork should be obtained from the University Registrar's Office.

* **Proof that the class or classes have been paid in full.**
(e.g. Credit Card Receipt, University Receipt of Payment, or University Statement of Account)
Receipt must *show that payment was for tuition*
This paperwork should be obtained from the University Bursar's Office.

TCS recommends that employees applying for tuition reimbursement keep a copy of this form and all other required documents for their personal records. If there are any questions regarding this form or the documents required, please contact Human Resources.

2024 ~ 2025

TROY CITY SCHOOLS
CERTIFIED BASE SALARY SCHEDULES
(August 1, 2024, through July 31, 2025)

TEACHER

BASE: **$44,727** (4% increase)

PSYCHOLOGIST

BASE: **$86,579**
205 Days

STEP		BACH	BACH 1/150	MASTER	MASTER PLUS 15	MASTER PLUS 30	
1	Salary	$44,727	$48,305	$51,883	$52,778	$53,672	$86,579
	Index	1.0000	1.0800	1.1600	1.1800	1.2000	1.0000
2	Salary	$46,561	$50,184	$54,254	$55,193	$56,177	$88,311
	Index	1.0410	1.1220	1.2130	1.2340	1.2560	1.0200
3	Salary	$48,395	$52,062	$56,624	$57,608	$58,682	$90,042
	Index	1.0820	1.1640	1.2660	1.2880	1.3120	1.0400
4	Salary	$50,228	$53,941	$58,995	$60,024	$61,187	$91,774
	Index	1.1230	1.2060	1.3190	1.3420	1.3680	1.0600
5	Salary	$52,062	$55,819	$61,365	$62,439	$63,691	$93,505
	Index	1.1640	1.2480	1.3720	1.3960	1.4240	1.0800
6	Salary	$53,896	$57,698	$63,736	$64,854	$66,196	$95,237
	Index	1.2050	1.2900	1.4250	1.4500	1.4800	1.1000
7	Salary	$55,730	$59,576	$66,107	$67,269	$68,701	$96,968
	Index	1.2460	1.3320	1.4780	1.5040	1.5360	1.1200
8	Salary	$57,564	$61,455	$68,477	$69,685	$71,205	$98,700
	Index	1.2870	1.3740	1.5310	1.5580	1.5920	1.1400
9	Salary	$59,397	$63,333	$70,848	$72,100	$73,710	$100,432
	Index	1.3280	1.4160	1.5840	1.6120	1.6480	1.1600
10	Salary	$61,231	$65,212	$73,218	$74,515	$76,215	$102,163
	Index	1.3690	1.4580	1.6370	1.6660	1.7040	1.1800
11	Salary	$63,065	$67,091	$75,589	$76,930	$78,720	$103,895
	Index	1.4100	1.5000	1.6900	1.7200	1.7600	1.2000
12	Salary	$64,899	$68,969	$77,959	$79,346	$81,224	$105,626
	Index	1.4510	1.5420	1.7430	1.7740	1.8160	1.2200
13	Salary	$66,733	$70,848	$80,330	$81,761	$83,729	$107,358
	Index	1.4920	1.5840	1.7960	1.8280	1.8720	1.2400
14	Salary	$68,566	$72,726	$82,700	$84,176	$86,234	$109,090
	Index	1.5330	1.6260	1.8490	1.8820	1.9280	1.2600
15	Salary	$70,400	$74,605	$85,071	$86,591	$88,738	$110,821
	Index	1.5740	1.6680	1.9020	1.9360	1.9840	1.2800
16	Salary	$72,234	$76,483	$87,441	$89,007	$91,243	$112,553
	Index	1.6150	1.7100	1.9550	1.9900	2.0400	1.3000
20	Salary	$74,068	$78,362	$89,812	$91,422	$93,748	$114,284
	Index	1.6560	1.7520	2.0080	2.0440	2.0960	1.3200
24	Salary	$75,902	$80,240	$92,182	$93,837	$96,253	$116,016
	Index	1.6970	1.7940	2.0610	2.0980	2.1520	1.3400
28	Salary	$77,736	$82,119	$94,553	$96,253	$98,757	$117,747
	Index	1.7380	1.8360	2.1140	2.1520	2.2080	1.3600
31	Salary	$79,569	$83,997	$96,923	$98,668	$101,262	$119,479
	Index	1.7790	1.8780	2.1670	2.2060	2.2640	1.3800

2024 ~ 2025

Troy City Schools
Supplemental Salaries
8/1/24 to - 7/31/25

Base: $44,727.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #0 Athletic Trainer	21.00%	9,393 (0/1)	9,862 (0/2)	10,332 (0/3)	10,802 (0/4)	11,271 (0/5)	11,741 (0/6)
Category #1 Hd Var Football Hd Var Basketball Pop Rocks Advisor Video Communications Specialist	17.00%	7,604 (1/1)	7,984 (1/2)	8,364 (1/3)	8,744 (1/4)	9,124 (1/5)	9,504 (1/6)
Category #2 Hd Var Wrestling Hd Var Soccer Hd Var Baseball Hd Var Softball Hd Var Volleyball Hd Var Track Hd Hockey	14.50%	6,485 (2/1)	6,810 (2/2)	7,134 (2/3)	7,458 (2/4)	7,782 (2/5)	8,107 (2/6)
Category #3 Hd Var Bowling Hd Var Golf Hd Var Swimming Hd Var Tennis Hd Var Cross Country Hd Var Gymnastics Asst Var /JV Football Asst Var/JV Basketball Strength Coordinator (Summer) Pop Rocks Assistant	11.00%	4,920 (3/1)	5,166 (3/2)	5,412 (3/3)	5,658 (3/4)	5,904 (3/5)	6,150 (3/6)
Category #4 Asst Var Baseball Asst Var Softball Asst Var Wrestling Asst Var Soccer Asst Var Volleyball JH Athletic Director	10.50%	4,696 (4/1)	4,931 (4/2)	5,166 (4/3)	5,401 (4/4)	5,636 (4/5)	5,870 (4/6)
Category #5 Hd Fr Football Hd Fr Basketball JH Football JH Basketball	10.00%	4,473 (5/1)	4,696 (5/2)	4,920 (5/3)	5,144 (5/4)	5,367 (5/5)	5,591 (5/6)

2024 ~ 2025

Troy City Schools
Supplemental Salaries
8/1/24 to - 7/31/25

Base: $44,727.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #6	9.00%	4,025	4,227	4,428	4,629	4,831	5,032
JV Soccer							
JV Volleyball							
JH Wrestling							
JV Baseball							
JV Softball							
Asst Var Track							
Asst Var Cross Country							
Asst Var Hockey							
Asst Var Swimming							
Hd Fr Volleyball							
Hd Fr Soccer							
Hd Fr Baseball		(6/1)	(6/2)	(6/3)	(6/4)	(6/5)	(6/6)
Category #7	8.00%	3,578	3,757	3,936	4,115	4,294	4,473
Asst Fr Football							
JV Bowling							
JV Golf							
JV Tennis							
JV Gymnastics							
JH Volleyball							
JH Track							
JH Cross Country							
JH Baseball							
JH Softball							
Asst JH Football		(7/1)	(7/2)	(7/3)	(7/4)	(7/5)	(7/6)
Category #8	7.50%	3,355	3,522	3,690	3,858	4,025	4,193
Athletic Site Manager							
Esports							
Head Cheerleader		(8/1)	(8/2)	(8/3)	(8/4)	(8/5)	(8/6)
Category #9	7.00%	3,131	3,287	3,444	3,601	3,757	3,914
Strength Coord (by season 3 total)							
Asst JH Wrestling							
Asst JH Track							
HS Ftball (Var & Freshman) Cheerleader							
HS Soccer Cheerleader							
HS Bsktball (Var & Jr Var) Cheerleader							
Freshman Bsktball Cheerleader							
HS Competition Cheerleader							
JH Competition Cheerleader							
JH Football Cheerleader							
JH Bsktball Cheerleader		(9/1)	(9/2)	(9/3)	(9/4)	(9/5)	(9/6)

2024 ~ 2025

Troy City Schools
Supplemental Salaries
8/1/24 to - 7/31/25

Base: $44,727.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Tier 1	3.50%	1,565 (0/1)	1,644 (0/2)	1,722 (0/3)	1,800 (0/4)	1,879 (0/5)	1,957 (0/6)
Tier 2	7.50%	3,355 (1/1)	3,522 (1/2)	3,690 (1/3)	3,858 (1/4)	4,025 (1/5)	4,193 (1/6)
Tier 3	10.00%	4,473 (2/1)	4,696 (2/2)	4,920 (2/3)	5,144 (2/4)	5,367 (2/5)	5,591 (2/6)
Tier 4	15.00%	6,709 (3/1)	7,045 (3/2)	7,380 (3/3)	7,715 (3/4)	8,051 (3/5)	8,386 (3/6)
Tier 5	20.00%	8,945 (3/1)	9,393 (3/2)	9,840 (3/3)	10,287 (3/4)	10,734 (3/5)	11,182 (3/6)

Dept Heads (min 4 staff members) - if not 4 members then there is no extra planning period or extended days

# Staff Mbrs							
4	6.50%	2,907	3,053	3,198	3,343	3,489	3,634
5	6.80%	3,041	3,194	3,346	3,498	3,650	3,802
6	7.10%	3,176	3,334	3,493	3,652	3,811	3,970
7	7.40%	3,310	3,475	3,641	3,806	3,972	4,137
8	7.70%	3,444	3,616	3,788	3,961	4,133	4,305
9	8.00%	3,578	3,757	3,936	4,115	4,294	4,473
10	8.30%	3,712	3,898	4,084	4,269	4,455	4,640
11	8.60%	3,847	4,039	4,231	4,424	4,616	4,808
12	8.90%	3,981	4,180	4,379	4,578	4,777	4,976
13	9.20%	4,115	4,321	4,526	4,732	4,938	5,144

Summer School:	Paid an hourly rate, based on the Teacher's position on the salary schedule. [Teachers from outside the district cannot go beyond Step 10.] Teachers from within the district will be given first choice for these positions.
Tutor:	.00067 x base / per hr
Homework Helper:	.00067 x base / per hr
Future Begins Today:	.00067 x base / per hr
Nurses:	9 days extended time

$ 29.97

Saturday School; Instructor-Computer Workshops for T3; and Sat Lab Facilitator: Paid hourly rate based on BA Minimum Salary Schedule [Step ration x BA Minimum]:

Step 1	*Step 2*	*Step 3*
0.0008	*0.00087*	*0.00094*
35.78	38.91	42.04

2024 ~ 2025

Tier 1 Activities

- Academic Quiz Team - JH (Hyperbowl)
- Archery - HS
- Archery - JH
- ASL
- Astra
- Culture Club
- DC Trip Coordinator
- First Lego League Challenge Team
- Interact
- Key
- Latin
- Math
- Musical - Dir of Orchestra
- NHS
- Science
- Spanish
- STEAM Club (Hook)
- Student Council (Each Building ex HS, JH, Concord)
- Thespians
- Yearbook HS - Hold Harmless 5%
- Yearbook JH

Tier 2 Activities

- Academic Quiz Team - HS (Hyperbowl)
- BOTS Team
- Class Advisor - Junior
- Class Advisor - Senior
- Director of Choirs
- Director of Orchestra
- Marching Band Instructor (4)
- Musical - Director of Drama
- Musical - Director of Music
- Musical - Technical Director
- Safety Patrol
- Stage Mgr
- Student Council (JH & Concord)
- Student Gov (HS)
- Winter Percussion Instructor (2)
- Winterguard Instructor (2)

Tier 3 Activities

- Drama (Hold Harmless)

Tier 4 Activities

- Assistant Director of Bands (2)
- Video Communications (Hold Harmless)

Tier 5 Activities

- Director of Bands

2025 ~ 2026

TROY CITY SCHOOLS
CERTIFIED BASE SALARY SCHEDULES
(August 1, 2025, through July 31, 2026)

TEACHER

BASE: **$46,292** (3.5% increase)

PSYCHOLOGIST

BASE: **$89,609**
205 Days

STEP		BACH	BACH 1/150	MASTER	MASTER PLUS 15	MASTER PLUS 30	
1	Salary	$46,292	$49,995	$53,699	$54,625	$55,550	$89,609
	Index	1.0000	1.0800	1.1600	1.1800	1.2000	1.0000
2	Salary	$48,190	$51,940	$56,152	$57,124	$58,143	$91,401
	Index	1.0410	1.1220	1.2130	1.2340	1.2560	1.0200
3	Salary	$50,088	$53,884	$58,606	$59,624	$60,735	$93,193
	Index	1.0820	1.1640	1.2660	1.2880	1.3120	1.0400
4	Salary	$51,986	$55,828	$61,059	$62,124	$63,327	$94,986
	Index	1.1230	1.2060	1.3190	1.3420	1.3680	1.0600
5	Salary	$53,884	$57,772	$63,513	$64,624	$65,920	$96,778
	Index	1.1640	1.2480	1.3720	1.3960	1.4240	1.0800
6	Salary	$55,782	$59,717	$65,966	$67,123	$68,512	$98,570
	Index	1.2050	1.2900	1.4250	1.4500	1.4800	1.1000
7	Salary	$57,680	$61,661	$68,420	$69,623	$71,105	$100,362
	Index	1.2460	1.3320	1.4780	1.5040	1.5360	1.1200
8	Salary	$59,578	$63,605	$70,873	$72,123	$73,697	$102,154
	Index	1.2870	1.3740	1.5310	1.5580	1.5920	1.1400
9	Salary	$61,476	$65,549	$73,327	$74,623	$76,289	$103,946
	Index	1.3280	1.4160	1.5840	1.6120	1.6480	1.1600
10	Salary	$63,374	$67,494	$75,780	$77,122	$78,882	$105,739
	Index	1.3690	1.4580	1.6370	1.6660	1.7040	1.1800
11	Salary	$65,272	$69,438	$78,233	$79,622	$81,474	$107,531
	Index	1.4100	1.5000	1.6900	1.7200	1.7600	1.2000
12	Salary	$67,170	$71,382	$80,687	$82,122	$84,066	$109,323
	Index	1.4510	1.5420	1.7430	1.7740	1.8160	1.2200
13	Salary	$69,068	$73,327	$83,140	$84,622	$86,659	$111,115
	Index	1.4920	1.5840	1.7960	1.8280	1.8720	1.2400
14	Salary	$70,966	$75,271	$85,594	$87,122	$89,251	$112,907
	Index	1.5330	1.6260	1.8490	1.8820	1.9280	1.2600
15	Salary	$72,864	$77,215	$88,047	$89,621	$91,843	$114,700
	Index	1.5740	1.6680	1.9020	1.9360	1.9840	1.2800
16	Salary	$74,762	$79,159	$90,501	$92,121	$94,436	$116,492
	Index	1.6150	1.7100	1.9550	1.9900	2.0400	1.3000
20	Salary	$76,660	$81,104	$92,954	$94,621	$97,028	$118,284
	Index	1.6560	1.7520	2.0080	2.0440	2.0960	1.3200
24	Salary	$78,558	$83,048	$95,408	$97,121	$99,620	$120,076
	Index	1.6970	1.7940	2.0610	2.0980	2.1520	1.3400
28	Salary	$80,455	$84,992	$97,861	$99,620	$102,213	$121,868
	Index	1.7380	1.8360	2.1140	2.1520	2.2080	1.3600
31	Salary	$82,353	$86,936	$100,315	$102,120	$104,805	$123,660
	Index	1.7790	1.8780	2.1670	2.2060	2.2640	1.3800

2025 ~ 2026

Troy City Schools
Supplemental Salaries
8/1/25 to - 7/31/26

Base: $46,292.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #0 Athletic Trainer	21.00%	9,721 (0/1)	10,207 (0/2)	10,693 (0/3)	11,180 (0/4)	11,666 (0/5)	12,152 (0/6)
Category #1 Hd Var Football Hd Var Basketball Pop Rocks Advisor Video Communications Specialist	17.00%	7,870 (1/1)	8,263 (1/2)	8,657 (1/3)	9,050 (1/4)	9,444 (1/5)	9,837 (1/6)
Category #2 Hd Var Wrestling Hd Var Soccer Hd Var Baseball Hd Var Softball Hd Var Volleyball Hd Var Track Hd Hockey	14.50%	6,712 (2/1)	7,048 (2/2)	7,384 (2/3)	7,719 (2/4)	8,055 (2/5)	8,390 (2/6)
Category #3 Hd Var Bowling Hd Var Golf Hd Var Swimming Hd Var Tennis Hd Var Cross Country Hd Var Gymnastics Asst Var /JV Football Asst Var/JV Basketball Strength Coordinator (Summer) Pop Rocks Assistant	11.00%	5,092 (3/1)	5,347 (3/2)	5,601 (3/3)	5,856 (3/4)	6,111 (3/5)	6,365 (3/6)
Category #4 Asst Var Baseball Asst Var Softball Asst Var Wrestling Asst Var Soccer Asst Var Volleyball JH Athletic Director	10.50%	4,861 (4/1)	5,104 (4/2)	5,347 (4/3)	5,590 (4/4)	5,833 (4/5)	6,076 (4/6)
Category #5 Hd Fr Football Hd Fr Basketball JH Football JH Basketball	10.00%	4,629 (5/1)	4,861 (5/2)	5,092 (5/3)	5,324 (5/4)	5,555 (5/5)	5,787 (5/6)

2025 ~ 2026

Troy City Schools
Supplemental Salaries
8/1/25 to - 7/31/26

Base: $46,292.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #6	9.00%	4,166	4,375	4,583	4,791	5,000	5,208
JV Soccer							
JV Volleyball							
JH Wrestling							
JV Baseball							
JV Softball							
Asst Var Track							
Asst Var Cross Country							
Asst Var Hockey							
Asst Var Swimming							
Hd Fr Volleyball							
Hd Fr Soccer							
Hd Fr Baseball		(6/1)	(6/2)	(6/3)	(6/4)	(6/5)	(6/6)
Category #7	8.00%	3,703	3,889	4,074	4,259	4,444	4,629
Asst Fr Football							
JV Bowling							
JV Golf							
JV Tennis							
JV Gymnastics							
JH Volleyball							
JH Track							
JH Cross Country							
JH Baseball							
JH Softball							
Asst JH Football		(7/1)	(7/2)	(7/3)	(7/4)	(7/5)	(7/6)
Category #8	7.50%	3,472	3,645	3,819	3,993	4,166	4,340
Athletic Site Manager							
Esports							
Head Cheerleader		(8/1)	(8/2)	(8/3)	(8/4)	(8/5)	(8/6)
Category #9	7.00%	3,240	3,402	3,564	3,727	3,889	4,051
Strength Coord (by season 3 total)							
Asst JH Wrestling							
Asst JH Track							
HS Ftball (Var & Freshman) Cheerleader							
HS Soccer Cheerleader							
HS Bsktball (Var & Jr Var) Cheerleader							
Freshman Bsktball Cheerleader							
HS Competition Cheerleader							
JH Competition Cheerleader							
JH Football Cheerleader							
JH Bsktball Cheerleader		(9/1)	(9/2)	(9/3)	(9/4)	(9/5)	(9/6)

2025 ~ 2026

Troy City Schools
Supplemental Salaries
8/1/25 to - 7/31/26

Base: $46,292.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Tier 1	3.50%	1,620 (0/1)	1,701 (0/2)	1,782 (0/3)	1,863 (0/4)	1,944 (0/5)	2,025 (0/6)
Tier 2	7.50%	3,472 (1/1)	3,645 (1/2)	3,819 (1/3)	3,993 (1/4)	4,166 (1/5)	4,340 (1/6)
Tier 3	10.00%	4,629 (2/1)	4,861 (2/2)	5,092 (2/3)	5,324 (2/4)	5,555 (2/5)	5,787 (2/6)
Tier 4	15.00%	6,944 (3/1)	7,291 (3/2)	7,638 (3/3)	7,985 (3/4)	8,333 (3/5)	8,680 (3/6)
Tier 5	20.00%	9,258 (3/1)	9,721 (3/2)	10,184 (3/3)	10,647 (3/4)	11,110 (3/5)	11,573 (3/6)

Dept Heads (min 4 staff members) - if not 4 members then there is no extra planning period or extended days

# Staff Mbrs							
4	6.50%	3,009	3,159	3,310	3,460	3,611	3,761
5	6.80%	3,148	3,305	3,463	3,620	3,777	3,935
6	7.10%	3,287	3,451	3,615	3,780	3,944	4,108
7	7.40%	3,426	3,597	3,768	3,939	4,111	4,282
8	7.70%	3,564	3,743	3,921	4,099	4,277	4,456
9	8.00%	3,703	3,889	4,074	4,259	4,444	4,629
10	8.30%	3,842	4,034	4,226	4,419	4,611	4,803
11	8.60%	3,981	4,180	4,379	4,578	4,777	4,976
12	8.90%	4,120	4,326	4,532	4,738	4,944	5,150
13	9.20%	4,259	4,472	4,685	4,898	5,111	5,324

Summer School:	Paid an hourly rate, based on the Teacher's position on the salary schedule. [Teachers from outside the district cannot go beyond Step 10.] Teachers from within the district will be given first choice for these positions.

Tutor:	.00067 x base / per hr
Homework Helper:	.00067 x base / per hr
Future Begins Today:	.00067 x base / per hr
Nurses:	9 days extended time

$ 31.02

Saturday School; Instructor-Computer Workshops for T3; and Sat Lab Facilitator: Paid hourly rate based on BA Minimum Salary Schedule [Step ration x BA Minimum]:

Step 1	*Step 2*	*Step 3*
0.0008	*0.00087*	*0.00094*
37.03	40.27	43.51

2025 ~ 2026

Tier 1 Activities

- Academic Quiz Team - JH (Hyperbowl)
- Archery - HS
- Archery - JH
- ASL
- Astra
- Culture Club
- DC Trip Coordinator
- First Lego League Challenge Team
- Interact
- Key
- Latin
- Math
- Musical - Dir of Orchestra
- NHS
- Science
- Spanish
- STEAM Club (Hook)
- Student Council (Each Building ex HS, JH, Concord)
- Thespians
- Yearbook HS - Hold Harmless 5%
- Yearbook JH

Tier 2 Activities

- Academic Quiz Team - HS (Hyperbowl)
- BOTS Team
- Class Advisor - Junior
- Class Advisor - Senior
- Director of Choirs
- Director of Orchestra
- Marching Band Instructor (4)
- Musical - Director of Drama
- Musical - Director of Music
- Musical - Technical Director
- Safety Patrol
- Stage Mgr
- Student Council (JH & Concord)
- Student Gov (HS)
- Winter Percussion Instructor (2)
- Winterguard Instructor (2)

Tier 3 Activities

- Drama (Hold Harmless)

Tier 4 Activities

- Assistant Director of Bands (2)
- Video Communications (Hold Harmless)

Tier 5 Activities

- Director of Bands

2026 ~ 2027

TROY CITY SCHOOLS
CERTIFIED BASE SALARY SCHEDULES
(August 1, 2026, through July 31, 2027)

TEACHER

BASE: **$47,681** (3% increase)

PSYCHOLOGIST

BASE: **$92,297**
205 Days

STEP		BACH	BACH 1/150	MASTER	MASTER PLUS 15	MASTER PLUS 30	PSYCHOLOGIST
1	Salary	$47,681	$51,495	$55,310	$56,264	$57,217	$92,297
	Index	1.0000	1.0800	1.1600	1.1800	1.2000	1.0000
2	Salary	$49,636	$53,498	$57,837	$58,838	$59,887	$94,143
	Index	1.0410	1.1220	1.2130	1.2340	1.2560	1.0200
3	Salary	$51,591	$55,501	$60,364	$61,413	$62,557	$95,989
	Index	1.0820	1.1640	1.2660	1.2880	1.3120	1.0400
4	Salary	$53,546	$57,503	$62,891	$63,988	$65,228	$97,835
	Index	1.1230	1.2060	1.3190	1.3420	1.3680	1.0600
5	Salary	$55,501	$59,506	$65,418	$66,563	$67,898	$99,681
	Index	1.1640	1.2480	1.3720	1.3960	1.4240	1.0800
6	Salary	$57,456	$61,508	$67,945	$69,137	$70,568	$101,527
	Index	1.2050	1.2900	1.4250	1.4500	1.4800	1.1000
7	Salary	$59,411	$63,511	$70,473	$71,712	$73,238	$103,373
	Index	1.2460	1.3320	1.4780	1.5040	1.5360	1.1200
8	Salary	$61,365	$65,514	$73,000	$74,287	$75,908	$105,219
	Index	1.2870	1.3740	1.5310	1.5580	1.5920	1.1400
9	Salary	$63,320	$67,516	$75,527	$76,862	$78,578	$107,065
	Index	1.3280	1.4160	1.5840	1.6120	1.6480	1.1600
10	Salary	$65,275	$69,519	$78,054	$79,437	$81,248	$108,910
	Index	1.3690	1.4580	1.6370	1.6660	1.7040	1.1800
11	Salary	$67,230	$71,522	$80,581	$82,011	$83,919	$110,756
	Index	1.4100	1.5000	1.6900	1.7200	1.7600	1.2000
12	Salary	$69,185	$73,524	$83,108	$84,586	$86,589	$112,602
	Index	1.4510	1.5420	1.7430	1.7740	1.8160	1.2200
13	Salary	$71,140	$75,527	$85,635	$87,161	$89,259	$114,448
	Index	1.4920	1.5840	1.7960	1.8280	1.8720	1.2400
14	Salary	$73,095	$77,529	$88,162	$89,736	$91,929	$116,294
	Index	1.5330	1.6260	1.8490	1.8820	1.9280	1.2600
15	Salary	$75,050	$79,532	$90,689	$92,310	$94,599	$118,140
	Index	1.5740	1.6680	1.9020	1.9360	1.9840	1.2800
16	Salary	$77,005	$81,535	$93,216	$94,885	$97,269	$119,986
	Index	1.6150	1.7100	1.9550	1.9900	2.0400	1.3000
20	Salary	$78,960	$83,537	$95,743	$97,460	$99,939	$121,832
	Index	1.6560	1.7520	2.0080	2.0440	2.0960	1.3200
24	Salary	$80,915	$85,540	$98,271	$100,035	$102,610	$123,678
	Index	1.6970	1.7940	2.0610	2.0980	2.1520	1.3400
28	Salary	$82,870	$87,542	$100,798	$102,610	$105,280	$125,524
	Index	1.7380	1.8360	2.1140	2.1520	2.2080	1.3600
31	Salary	$84,824	$89,545	$103,325	$105,184	$107,950	$127,370
	Index	1.7790	1.8780	2.1670	2.2060	2.2640	1.3800

2026 ~ 2027

Troy City Schools
Supplemental Salaries
8/1/26 to - 7/31/27

Base: $47,681.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #0 Athletic Trainer	21.00%	10,013 (0/1)	10,514 (0/2)	11,014 (0/3)	11,515 (0/4)	12,016 (0/5)	12,516 (0/6)
Category #1 Hd Var Football Hd Var Basketball Pop Rocks Advisor Video Communications Specialist	17.00%	8,106 (1/1)	8,511 (1/2)	8,916 (1/3)	9,322 (1/4)	9,727 (1/5)	10,132 (1/6)
Category #2 Hd Var Wrestling Hd Var Soccer Hd Var Baseball Hd Var Softball Hd Var Volleyball Hd Var Track Hd Hockey	14.50%	6,914 (2/1)	7,259 (2/2)	7,605 (2/3)	7,951 (2/4)	8,296 (2/5)	8,642 (2/6)
Category #3 Hd Var Bowling Hd Var Golf Hd Var Swimming Hd Var Tennis Hd Var Cross Country Hd Var Gymnastics Asst Var /JV Football Asst Var/JV Basketball Strength Coordinator (Summer) Pop Rocks Assistant	11.00%	5,245 (3/1)	5,507 (3/2)	5,769 (3/3)	6,032 (3/4)	6,294 (3/5)	6,556 (3/6)
Category #4 Asst Var Baseball Asst Var Softball Asst Var Wrestling Asst Var Soccer Asst Var Volleyball JH Athletic Director	10.50%	5,007 (4/1)	5,257 (4/2)	5,507 (4/3)	5,757 (4/4)	6,008 (4/5)	6,258 (4/6)
Category #5 Hd Fr Football Hd Fr Basketball JH Football JH Basketball	10.00%	4,768 (5/1)	5,007 (5/2)	5,245 (5/3)	5,483 (5/4)	5,722 (5/5)	5,960 (5/6)

2026 ~ 2027

Troy City Schools
Supplemental Salaries
8/1/26 to - 7/31/27

Base: $47,681.00	Base Rate %	Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Category #6	9.00%	4,291	4,506	4,720	4,935	5,150	5,364
JV Soccer							
JV Volleyball							
JH Wrestling							
JV Baseball							
JV Softball							
Asst Var Track							
Asst Var Cross Country							
Asst Var Hockey							
Asst Var Swimming							
Hd Fr Volleyball							
Hd Fr Soccer							
Hd Fr Baseball		(6/1)	(6/2)	(6/3)	(6/4)	(6/5)	(6/6)
Category #7	8.00%	3,814	4,005	4,196	4,387	4,577	4,768
Asst Fr Football							
JV Bowling							
JV Golf							
JV Tennis							
JV Gymnastics							
JH Volleyball							
JH Track							
JH Cross Country							
JH Baseball							
JH Softball							
Asst JH Football		(7/1)	(7/2)	(7/3)	(7/4)	(7/5)	(7/6)
Category #8	7.50%	3,576	3,755	3,934	4,112	4,291	4,470
Athletic Site Manager							
Esports							
Head Cheerleader		(8/1)	(8/2)	(8/3)	(8/4)	(8/5)	(8/6)
Category #9	7.00%	3,338	3,505	3,671	3,838	4,005	4,172
Strength Coord (by season 3 total)							
Asst JH Wrestling							
Asst JH Track							
HS Ftball (Var & Freshman) Cheerleader							
HS Soccer Cheerleader							
HS Bsktball (Var & Jr Var) Cheerleader							
Freshman Bsktball Cheerleader							
HS Competition Cheerleader							
JH Competition Cheerleader							
JH Football Cheerleader							
JH Bsktball Cheerleader		(9/1)	(9/2)	(9/3)	(9/4)	(9/5)	(9/6)

2026 - 2027

Troy City Schools
Supplemental Salaries
8/1/26 to - 7/31/27

Base: $47,681.00 Base Rate %		Step 1 1.00	Step 2 1.05	Step 3 1.10	Step 4 1.15	Step 5 1.20	Step 6 1.25
Tier 1	3.50%	1,669 (0/1)	1,752 (0/2)	1,836 (0/3)	1,919 (0/4)	2,003 (0/5)	2,086 (0/6)
Tier 2	7.50%	3,576 (1/1)	3,755 (1/2)	3,934 (1/3)	4,112 (1/4)	4,291 (1/5)	4,470 (1/6)
Tier 3	10.00%	4,768 (2/1)	5,007 (2/2)	5,245 (2/3)	5,483 (2/4)	5,722 (2/5)	5,960 (2/6)
Tier 4	15.00%	7,152 (3/1)	7,510 (3/2)	7,867 (3/3)	8,225 (3/4)	8,583 (3/5)	8,940 (3/6)
Tier 5	20.00%	9,536 (3/1)	10,013 (3/2)	10,490 (3/3)	10,967 (3/4)	11,443 (3/5)	11,920 (3/6)

Dept Heads (min 4 staff members) - if not 4 members then there is no extra planning period or extended days

# Staff Mbrs							
4	6.50%	3,099	3,254	3,409	3,564	3,719	3,874
5	6.80%	3,242	3,404	3,567	3,729	3,891	4,053
6	7.10%	3,385	3,555	3,724	3,893	4,062	4,232
7	7.40%	3,528	3,705	3,881	4,058	4,234	4,410
8	7.70%	3,671	3,855	4,039	4,222	4,406	4,589
9	8.00%	3,814	4,005	4,196	4,387	4,577	4,768
10	8.30%	3,958	4,155	4,353	4,551	4,749	4,947
11	8.60%	4,101	4,306	4,511	4,716	4,921	5,126
12	8.90%	4,244	4,456	4,668	4,880	5,092	5,305
13	9.20%	4,387	4,606	4,825	5,045	5,264	5,483

Summer School:	Paid an hourly rate, based on the Teacher's position on the salary schedule. [Teachers from outside the district cannot go beyond Step 10.] Teachers from within the district will be given first choice for these positions.

Tutor:	.00067 x base / per hr
Homework Helper:	.00067 x base / per hr
Future Begins Today:	.00067 x base / per hr
Nurses:	9 days extended time
	$ 31.95

Saturday School; Instructor-Computer Workshops for T3; and Sat Lab Facilitator: Paid hourly rate based on BA Minimum Salary Schedule [Step ration x BA Minimum]:

Step 1	*Step 2*	*Step 3*
0.0008	*0.00087*	*0.00094*
38.14	41.48	44.82

2026 ~ 2027

Tier 1 Activities

- Academic Quiz Team - JH (Hyperbowl)
- Archery - HS
- Archery - JH
- ASL
- Astra
- Culture Club
- DC Trip Coordinator
- First Lego League Challenge Team
- Interact
- Key
- Latin
- Math
- Musical - Dir of Orchestra
- NHS
- Science
- Spanish
- STEAM Club (Hook)
- Student Council (Each Building ex HS, JH, Concord)
- Thespians
- Yearbook HS - Hold Harmless 5%
- Yearbook JH

Tier 2 Activities

- Academic Quiz Team - HS (Hyperbowl)
- BOTS Team
- Class Advisor - Junior
- Class Advisor - Senior
- Director of Choirs
- Director of Orchestra
- Marching Band Instructor (4)
- Musical - Director of Drama
- Musical - Director of Music
- Musical - Technical Director
- Safety Patrol
- Stage Mgr
- Student Council (JH & Concord)
- Student Gov (HS)
- Winter Percussion Instructor (2)
- Winterguard Instructor (2)

Tier 3 Activities

- Drama (Hold Harmless)

Tier 4 Activities

- Assistant Director of Bands (2)
- Video Communications (Hold Harmless)

Tier 5 Activities

- Director of Bands