09/11/2024
2702-01
24-MED-04-0421
44611

NEGOTIATED AGREEMENT

TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND

TUSCARAWAS VALLEY TEACHERS' ASSOCIATION

EFFECTIVE JULY 1, 2024 TO JUNE 30, 2027

TABLE OF CONTENTS

Article		Page
1	Recognition Preamble	1
2	Management Rights	1-2
3	Association Rights	2
4A	Collective Bargaining Negotiations Procedures	3-5
4B	Interest Based Bargaining Negotiations	5
4C	Consensus Statements	6
4D	Administration/Union Leadership Team	6
5	Grievance Procedure	6-8
6	School Calendar	8-9
7	School Day	9
8	Faculty Meeting	10
9	Building Relocation	10-11
10	Class Size	11
11	Evaluation Procedures for Professional Staff Teachers	11-12
12	Teacher Contract Sequence	12-14
13	Non-Renewal	15
14	Personnel Files	15-16
15	Complaints Against Teachers	16-17
16	Reduction In Force	17-19
17	Sick Leave	19-20
18	Donation Of Sick Leave	21
19	Personal Leave	21-22
20	Family And Medical Leave	22
21	Sabbatical Leave	22-23
22	Professional Days Or Business	23
23	Assault Leave	23-24
24	Legal Obligation Leave	24
25	SERB Leave	24
26	Association Leave	24
27	Unpaid Leave Of Absence	24-25
28	Teachers Substituting	25-26
29	Parent Teacher Conferences/Evening Commitments	26
30	Mileage Reimbursement	26
31	Tuition Reimbursement	26-27
32	Acceptable Use Of Technology	27
33	Medical Procedures	27
34	(Not Used at This Time)	27
35	Categorical Grants	27-28
36	Severance Pay At Retirement	28-29
37	Term Life Insurance	30
38	Hospitalization, Surgical, Major Medical, Dental And Optical Insurances	30-35
39	Salary	35-37
40	STRS Annuitization	37

Article		Page
41	TVTA Dues and Payroll Deductions	38
42	Fair Share Fee	38-40
43	Supplemental Contracts	40
44	Extra-Curricular Salary Schedule	40-42
45	Noon Monitors	43
46	Resident Educator Program	43-48
47	Supply Budget	48-49
48	Drug Free Workplace	49
49	No Strike – No Lockout	49
50	Employment Of Retired Teachers	49-51
51	Local Professional Development Committee	51-52
52	Duration And Intent Of Contract	52
APPENDIX		
A	Salary Index	53
B	FY25 Salary Schedule	54
C	FY26 Salary Schedule	55
D	FY27 Salary Schedule	56
E	District Walk-Through Form	57-58
F	Grievance Form	59-60

ARTICLE 1 – RECOGNITION PREAMBLE

1.01 Recognizing that providing a high quality of education for the children of the Tuscarawas Valley Schools is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

1.011 The Board of Education, under law, has the responsibility of establishing policies for the district.

1.012 The Superintendent and his staff have the responsibility of carrying out the policies established.

1.013 The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

1.02 The Tuscarawas Valley School Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Tuscarawas Valley Teachers' Association to discuss matters of common concern, and to reach a mutually satisfactory agreement on these matters.

1.03 The Tuscarawas Valley Local Board of Education (hereinafter referred to as the "Board") recognizes the Tuscarawas Valley Teachers' Association, an affiliate of the OEA/NEA, (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regular, full-time and part-time certified employees of the district and, subject to the provisions of Article 36, hourly rate tutors (hereinafter collectively referred to as "bargaining unit members"). The bargaining unit does not include substitute teachers. Administrative and supervisory staff as defined in ORC 4117 are specifically excluded from the bargaining unit.

1.04 Any challenge to the Association by a competing organization shall follow the specific guidelines established by the State Employment Relations Board (SERB). The challenging organization shall bear the total expense of the election.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Board hereby retains and reserves unto itself, limited only by Ohio Revised Code, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

2.02 The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance

thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.

ARTICLE 3 – ASSOCIATION RIGHTS

3.01 The Association shall have the right to:

3.011 Have an official spokesman present at official, public meetings of the Board with the right to speak for the Association when such meeting(s) is officially opened for public discussion.

3.012 Receive copies of Board agendas and other materials that are public information and copies of minutes, personnel actions, and financial documents when they are available to Board Members, plus whatever materials are distributed at the Board meeting.

3.013 Insert materials in the bargaining unit members' mailboxes.

3.014 Make use of the existing bulletin boards in faculty lounges for Association communications.

3.015 Be given reasonable time at the end of each faculty meeting for announcements by building representative(s).

3.016 Have announcements over the public address system of the school read by the principal after being submitted to him in writing prior to the usual announcement time.

3.017 Have the right to use the inter-school mail and/or email services for Association communications.

3.018 With the prior notification to the building principal and/or the Superintendent, the Association may hold general membership meetings, committee meetings and building membership meetings on school property at reasonable times when the building(s) is not in use.

3.019 Use school technology/equipment for Association purposes provided that the Association requests and receives permission in advance from the building principal and provided that the Association reimburses the Board of Education for the actual cost of the supplies or photocopying cost.

ARTICLE 4A – COLLECTIVE BARGAINING NEGOTIATIONS PROCEDURES

4A.01 "To Bargain Collectively" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employee to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that neither party is compelled to agree to a proposal nor does it require the making of concession.

4A.02 Either the Association or the Board may initiate negotiations upon written request to the other party and the SERB Board during the month of March of the calendar year of the expiration of this contract. The first session shall be not more than 120 days or less than 90 days prior to the expiration of the contract.

4A.03 Within fifteen (15) days of the date of receipt of such request, the Board and Association shall hold their first negotiation session, unless extended beyond fifteen (15) days by mutual agreement. The first session may not be extended beyond sixty (60) days prior to the expiration of the contract.

4A.04 At the first session, both sides will exchange all proposals to be negotiated. Upon the exchange of fully written proposals, no issues may be added for consideration without mutual consent of both parties. At the time of exchange, the chairperson of each team shall explain and clarify the items presented for negotiations.

4A.05 Agreement

4A.051 If consensus is reached on those matters being negotiated, the understanding shall be reduced to writing and submitted first to the Association and then to the Board for consideration. The Association shall act upon the written understanding within a ten (10) day period from the date of the conclusion of negotiations. Said Agreement shall then be presented to the Board for its consideration at its next Special or Regular meeting which shall not be more than fourteen (14) days after notice of the action taken by the Association.

4A.06 If the written understanding is ratified and adopted by the parties, the contract shall be signed by the President and Secretary of the Association and the Superintendent, Treasurer and President of the Board.

4A.07 The Board shall provide every teacher as well as all administrators and Board Members with electronic access to the contract.

4A.08 All sessions shall be considered an executive session unless agreed otherwise by both parties.

4A.081 Consultants may be used if deemed advisable by either party.

4A.082 During the period of consideration, interim reports of progress may be made to the Association by its representatives. The Board may be informed by its representatives. Joint reports may be made if mutually agreed upon in advance.

4A.09 Both teams shall be represented by no more than five (5) members. Neither team shall have any control over the selection of members to the other team.

4A.10 The Board and Superintendent agree to furnish the Association's negotiation committee chairperson upon request, all legally available information that will assist the Association in developing intelligent, accurate, and constructive proposals including but not limited to:

4A.101 Salary grid of all teachers in the bargaining unit, for both regular and extended service

4A.102 Class Size Data

4A.103 New teachers and their Building Assignments

4A.104 Such information will be furnished to the Association within ten (10) days of the request.

4A.11 The Treasurer will provide copies of monthly Fund Balances, Bills, Receipts, and Minute Reports and Agenda for Board meetings to the Association President.

4A.12 While discussions are in process, any release prepared for news release shall be approved by both groups. If impasse is declared, either party may release information without the other party's consent, provided however, any such releases shall be limited to the status of negotiations and the general issues remaining unresolved. There shall be no disclosure of the specific proposals, counterproposals or positions taken by either party. In the event of a strike, this limitation is inapplicable.

4A.13 As items and issues at the table reach tentative agreement, they should be initialed by the chief spokesperson of each group and removed from further bargaining, including impasse.

4A.14 <u>Impasse</u>

4A.141 If after 45 days, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse.

4A.142 The party who declares impasse shall request of the Federal Mediation and Conciliation Service (FMCS) the appointment of a mediator.

4A.143 The assigned mediator shall have the authority to recommend but not to bind either party to any agreements.

4A.144 The procedure set forth in this Article represents a mutually agreed dispute settlement procedure which supersedes the procedures contained in O.R.C. 4117.14, except that the Association does retain the right to strike by following the procedures required in O.R.C. Chapter 4117.

4A.15 Complete Agreement

4A.151 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them.

4A.152 Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the school herein.

4A.16 Affects Bargaining

4A.161 The parties agree that when conditions exist during the term of the contract which affect any mandatory subject of bargaining, the parties will meet within fifteen (15) days of such occurrence to negotiate the issue. All negotiations shall be in accordance with the procedures included in this Article.

ARTICLE 4B – INTEREST BASED BARGAINING NEGOTIATIONS

4B.01 Parties may voluntarily and mutually agree to enter into collaborative bargaining utilizing the Interest-Based Bargaining process. Should the parties mutually agree to follow the collaborative bargaining process, the Federal Mediation Conciliation Service (FMCS) will provide training and facilitation of the Interest-Based Bargaining negotiations process as needed. Should the parties not mutually agree to enter into collaborative bargaining, all other provisions as outlined in Section 4A above will be followed.

ARTICLE 4C – CONSENSUS STATEMENTS

4C.01 The following consensus statements were developed in partnership with TVTA and the TVLS Board of Education. These items reflect a commitment on behalf of both parties and are not subject to grievance procedures. To the greatest extent possible:

- Employees will have access to the school building, classrooms, instructional materials, technology, etc. at least 1-2 weeks before the start of school.
- Employees will be provided an uninterrupted block of planning time daily. Every effort will be made to ensure that teachers' planning time is self-directed.
- Two teachers will be assigned to lunch/recess/activity periods to ensure proper supervision and safety of students (especially at TV Middle and TV High School).
- The Association and District agree all district staff should provide safe, reasonable, non-medical help to students to the best of their abilities.

ARTICLE 4D – ADMINISTRATION/UNION LEADERSHIP TEAM

4D.01 The Board of Education and TVTA agree to the formation of an administration/union leadership team. The team will meet annually and as requested by either party for the purposes of communication, positive problem solving, and working together to address non-contractual issues.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 Grievance Defined:

5.011 A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of the written agreement entered into between the Board of Education and the Association.

5.012 A grievant shall mean a teacher or a group of teachers, or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting each member of said group.

5.013 A complaint is a minor disagreement which may become a grievance if left unattended.

5.014 No grievance may be filed concerning a matter which has been made the subject of a court action initiated by a Tuscarawas Valley teacher, administrator, the Association and/or Board.

5.015 As used in this section, "days" means calendar days.

5.016 A grievant shall have the right to take an Association Representative with her/him to any grievance meeting.

5.02 Purpose and Objectives:

5.021 The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner. Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of the existing Agreement.

5.03 Procedure:

5.031 The grievant(s) shall initiate action within thirty (30) days of the time when the grievant is or should have been aware of the event or situation upon which the grievance is based or such grievance is deemed waived.

5.032 The grievant(s) is first to discuss the grievance or complaint(s) with their principal who should endeavor to effect a solution. (If the grievance does not directly involve a specific principal, this step may be by-passed.)

5.033 If the grievant is not satisfied with the result of the informal meeting, within fifteen (15) days a written grievance may be filed with the Superintendent. After holding a hearing the Superintendent shall respond in writing within ten (10) days of the hearing of the grievance. If a hearing is not held within fifteen (15) days, the grievant may proceed to arbitration.

5.034 If the grievant is not satisfied with the decision of the Superintendent, the Association may, within five (5) days after receiving the Superintendent's decision submit the matter to arbitration.

5.0341 The Board and the Association shall request the American Arbitration Association to submit a list of seven (7) nominees. From this list each side will have the right to strike one name until a person is selected. The striking of the first name shall be determined by the toss of a coin. The remaining person would then proceed to hear the matter in dispute, and will issue

a decision no later than thirty (30) calendar days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issue.

5.0342 The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, or to make any award which is inconsistent with the terms of this Agreement or contrary to law. The decision of the Arbitrator shall be binding on the grievant(s), the Association, the Board and the Administration.

5.0343 The cost for the services of the Arbitrator including expenses, if any, will be paid equally by the Board and the Association.

5.04 Failure of the grievant to initiate a grievance within the time provided in Section 5.031 or to appeal a grievance disposition from any level to the next within the time limits specified shall be deemed to have waived such grievance. Failure of any administrator to meet the time limits for response shall be deemed to be a rejection of the grievance and the grievant may proceed to the next level of the grievance procedure.

5.05 Teachers may present any grievance or complaint with full assurance that such presentation will in no way prejudice their standing or status with the school system.

5.06 If a teacher attends an arbitration hearing, either as a witness and/or grievant, the teacher will not be docked pay or leaves.

ARTICLE 6 – SCHOOL CALENDAR

6.01 The Board has the responsibility of determining and adopting a school calendar. TVLSD will comply with state minimum hours in accordance with the law.

6.02 Any necessary make-up days due to calamity will be made up on pre-arranged non-school days during the course of the year. Additional days beyond the ones built into the school calendar may be made up at the end of the school year as determined by the Board. Calamity is defined as:

a) Weather
b) Loss of building utilities (electric, water and/or sewage)
c) Health epidemic
d) Any adverse conditions due to an act of God
e) Emergency declared by state, local or federal government

6.03 Should a teacher end-of-year work day be scheduled for a Saturday, a vote of the teachers will be held one month in advance of the last work day to determine whether

Saturday or the following Monday is to be the work day. All teachers will be expected to work on the day which is chosen by the majority vote of the teachers.

6.04 Teacher Grading

Grades cannot be requested prior to two student days after the end of the grading period, except at the end of the school year.

ARTICLE 7 – SCHOOL DAY

7.01 The school day for elementary teachers shall be seven and one-half (7 ½) hours in length. The school day for secondary teachers shall be seven and one-half (7 ½) hours in length.

7.02 Each teacher including specialists (art, physical education, music, intervention) and shall be allotted thirty (30) uninterrupted minutes for lunch. Teachers may freely leave the building during lunch.

7.03 Secondary teachers shall be given the equivalent of one class period per day (exclusive of lunch time) to be allotted to classroom preparation, parent conference and/or activities of similar nature.

7.04 Elementary teachers shall be given forty-five (45) minutes per day (exclusive of lunch time) to be allocated to classroom preparation, parent conferences and/or activities of similar nature. Time during the day when the students are with specialist (art, physical education, music, etc.) may be counted toward this preparation time.

7.05 The teacher year shall not exceed 184 days, with 180 days scheduled for instruction and parent-teacher conferences. The remaining four days shall be used as follows:

a) The equivalent of one day prior to the start of the school year for individual classroom preparation
b) Two days for in-service
c) One day at the end of the school year for record keeping

7.06 Intervention Specialists may request and shall be granted professional leave for the writing of Individualized Education Plans (IEPs), based on case load, at one (1) hour per IEP.

7.07 Five (5) minutes shall be provided immediately preceding the start of the teacher day and prior to the beginning of the academic day for bargaining unit members to prepare for their classroom instruction.

ARTICLE 8 – FACULTY MEETING

8.01 Teacher may recommend a section of the Agenda for Faculty Meetings; however, the final decision for the Agenda resides with the Principal.

8.02 Teachers are not required to attend more than nine (9) faculty meetings per year (September – May) outside the 7-1/2 hour day. Each faculty meeting shall not exceed one hour in length.

ARTICLE 9 – BUILDING RELOCATION

9.01 Vacancies

9.011 A vacancy shall exist when the Board intends to fill an open position that occurs when a member of the bargaining unit dies, resigns, retires, is terminated, accepts another position, is transferred, is promoted or is on a leave of absence. A vacancy also exists when a new position is created.

9.012 Vacancy notices shall be e-mailed to teachers. Members of the teaching staff shall receive notice of the posting seven (7) days prior to the District considering applications from outside the bargaining unit.

9.013 A teacher must apply for each vacant position for which he/she wants to be considered. Written requests shall be submitted to the Superintendent.

9.014 A member of the bargaining unit may withdraw a request at any time.

9.015 A teacher who is denied the request shall receive a verbal reason from the Superintendent upon request of the teacher.

9.016 All final decisions on hiring and job assignments remain that of the Superintendent. Only the failure to follow the procedural aspects of this Article is subject to the grievance procedure.

9.02 Transfers

9.021 A transfer is the involuntary change of a member of the bargaining unit's building, subject, or grade level assignment.

9.022 No member of the bargaining unit shall be transferred without a reason given for the transfer.

9.023 Prior to the transfer, there shall be a meeting between the member of the bargaining unit and the Superintendent to discuss the transfer. Reasons for transfers shall be given in writing to the bargaining unit member upon

his/her request. The member of the bargaining unit has the right to have an association representative attend the meeting.

9.024 Bargaining unit members who desire to switch positions within a building for a school year may submit their request to the building principal by May 1. The building principal shall discuss the request with the teachers involved. The building principal shall approve or deny the request at his/her discretion.

9.025 No transfer shall be final until the above provisions have been followed.

9.03 A teacher who is involuntarily transferred will receive an additional $150.00 supply budget for that year, in addition to that provided in Article 50 – Supply Budget.

ARTICLE 10 – CLASS SIZE

10.01 In order to implement the district wide educational goals for the Tuscarawas Valley District the student distribution in grades K-6 shall be as equal as possible. Student distribution or pupil teacher ratios shall comply with State Minimum Standards.

ARTICLE 11 – EVALUATION PROCEDURES FOR PROFESSIONAL STAFF TEACHERS

11.00 The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model and related electronic form as approved by the State Board of Education and Tuscarawas Valley Local Schools Board of Education (Policy 3320) as posted on the district website.

11.01 Self-assessment tool is not required.

11.02 The number of focus areas shall be agreed upon between the teacher and evaluator based on the teacher's holistic evaluation.

11.03 All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

11.04 A post-observation conference shall be held after each formal observation no later than seven (7) school days following the date of the observation unless a different time is mutually agreed upon.

11.05 Non-OTES Teachers

Non-OTES certificated employees will be evaluated once per school year using the evaluation form (Appendix D). Evaluations shall be completed by May 1 and a post-conference held by May 10. Non-OTES teachers who have received a rating of "Exemplary" on his/her most recent evaluation may be evaluated every three school years. School Counselors will be evaluated under the OCES system in accordance with ORC requirements.

ARTICLE 12 – TEACHER CONTRACT SEQUENCE

12.01 Teachers holding provisional certificates shall be granted limited contracts as follows:

12.011 All teachers new to the district shall be granted a limited contract with a duration of one (1) year.

12.012 All teachers who have successfully completed three (3) limited contracts with a duration of one (1) year each and are recommended by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years.

12.013 All teachers who have successfully completed a contract with a duration of two (2) years, referred to in 12.012 above, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.

12.014 All teachers who have successfully completed a limited contract with a duration of three (3) years, and who have been recommended by the Superintendent, shall be recommended for a limited contract with a duration of five (5) years for each contract thereafter.

12.015 At the conclusion of any limited contract the teacher may be re-employed on a probationary status for a period of one (1) year. The formal evaluation procedures must indicate that such action is warranted and a written statement of necessary improvements must be given to the teacher.

12.016 When a teacher employed under a limited contract becomes eligible to be considered for recommendation for continuing contract status, said teacher may, upon recommendation of the Superintendent, be re-employed on a limited contract not to exceed two years with any subsequent re-employment contract to be a continuing contract. The Superintendent shall also provide the teacher with written reasons directed at the professional improvement of the teacher.

A teacher employed under a limited contract may be considered for continuing status as soon as they are eligible.

12.02 Continuing Teaching Contracts

12.021 To be eligible for continuing contract status, a teacher who has not previously attained continuing contract status in another school district must meet the following requirements:

a) has taught three of the last five years in this district.

b) holds the appropriate professional, permanent, or life certificate or a 5-year professional license or a senior or lead professional license.

c) by March 30 has:

1) a copy of the certificate(s) on file with the County Superintendent, or

2) a copy of the certificate(s) on file in the Board office, or

3) applied for the certificate(s) and will receive such certificate as may be verified by the Superintendent with the State Department of Education.

d) has recommendation of the Superintendent.

12.022 To be eligible for continuing contract status, a teacher who has previously attained continuing contract status in another school district must meet the following requirements:

a) has served two years in this district.

b) holds the appropriate professional, permanent, or life certificate or a 5-year professional license or a senior or lead professional license.

c) by March 30 has

1) a copy of the certificate(s) on file with the County Superintendent, or

2) a copy of the certificate(s) on file in the Board office, or

3) applied for the certificate(s) and will receive such certificates as may be verified by the Superintendent with the State Department of Education.

d) has recommendation of the Superintendent.

12.023 A person who never held a teaching certificate (under prior law) and who was issued an initial teaching license on or after January 1, 2011 may not become eligible for continuing contract status until he/she has held an educator license for at least 7 years (ORC 3319.08).

12.03 Long Term Substitute Teachers

The employment of teachers hired to replace teachers on leave of absence shall automatically terminate upon the return to duty of the teacher whom they were employed to replace, or at the end of the school year in which they were employed, whichever comes first. Such termination is automatic, without the need for any further notice or action by the Board. The provisions in this Agreement relating to evaluation and non-renewal shall not apply to such substitute teachers and they shall not have any rights under the provisions of Ohio Revised Code 3319.11 and 3319.111.

12.04 Bureau of Criminal Identification and Investigation (BCII) Report

12.041 In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) which does not state that the teacher has been convicted of or plead guilty to any of the criminal offenses described in ORC 3319.39(B)(1) or 3319.31(A)(2). In such event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation which does state that the teacher has been convicted of or plead guilty to any of such criminal offenses, the teacher shall be notified in writing. If the teacher does not deny in writing the accuracy of the BCII report within two (2) working days after being notified, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under ORC 3319.16 or under this Agreement or otherwise, to formally terminate such teacher's contract of employment.

12.042 If the teacher denies the accuracy of the BCII report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within that period, the Board receives a corrected report from BCII which does not state that the teacher has been convicted of or plead guilty to any of the criminal offenses described in ORC 3319.39(B)(1) or 3319.31(A)(2), the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which does not state that the teacher has been convicted of or plead guilty to any of such criminal offenses, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceeding under R.C. 3319.16 or under this Agreement or otherwise, to formally terminate such teacher's contract of employment.

ARTICLE 13 – NON-RENEWAL

13.01 Non-renewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Three (3) Years or Less and who were Employed by the Board after July 1, 1999

13.011 On or before April 30, limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board after July 1, 1999, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.

13.012 This non-renewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of ORC 3319.11 and ORC 3319.111, and such teacher shall have no right to challenge said non-renewal pursuant to ORC 3319.11 or 3319.111.

13.02 Non-renewal of Limited Teaching Contracts for employees who have been Employed for More than Three (3) Years or who were Employed on or Before July 1, 1999

13.021 Any member of the bargaining unit employed under a limited contract for more than three (3) years or who were employed on or before July 1, 1999, and whose regular teaching contract the Board intends not to renew shall be notified in writing on or before April 30 of the Board's intention not to re-employ the teacher. Prior to Board action on a teacher's contract, the Superintendent shall make a recommendation to the Board with respect to the renewal or non-renewal of the teacher's contract.

13.022 Such contract non-renewal shall be in accordance with ORC 3319.11.

13.023 Such teachers shall have the right to appeal the non-renewal of their contract pursuant to ORC 3319.11 and such employees shall not have the right to request reinstatement through the negotiated grievance procedure.

13.03 After the completion of three (3) years of service in the district, no teacher shall be non-renewed without just cause.

ARTICLE 14 – PERSONNEL FILES

14.01 A teacher shall have the right to view all materials within his/her personnel file(s) during business hours. The Superintendent or his/her designee shall be present at any such viewing. A teacher may request a copy of any or all items in the file, except those items that a teacher has waived his/her right to see prior to employment with the

Board. The teacher shall be supplied a copy of any information contained in the file. The teacher may be requested to do the copying herself/himself. The teacher may have a representative present when viewing the file.

14.02 Prior to any document being placed in a teacher's file, the document shall be shown to the teacher. The teacher will initial and date the document to verify seeing it. Such initialing and dating will not be construed as agreement with the item, only that the item has been seen. The only exceptions to this provision will be annual salary notices, leave request forms, certification certificates, college transcripts, worker's compensation, and unemployment compensation forms.

14.03 A teacher can, at any time, write a rebuttal or explanation statement for any item contained in the personnel file. The rebuttal will be attached to the item being rebutted.

14.04 All documents included in a teacher's file shall be dated and identifiable as to source.

14.05 The teacher's personnel file shall contain all pertinent information regarding the teacher, including complaints, if any.

14.06 If any material relating to a teacher is kept other than in the teacher's personnel file, such material shall be made available to the teacher upon request.

ARTICLE 15 – COMPLAINTS AGAINST TEACHERS

15.01 Openly talking out problems or concerns is the first line of dealing with complaints.

15.02 It is deemed most desirable that initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal, and other appropriate staff personnel.

15.03 Since open communication with the community is also desirable, it is not only impossible, but also inappropriate to try and restrict parental comments or complaints to administrators and/or board members about staff members.

15.04 However, should the comments or complaint warrant consideration or investigations the following shall apply:

15.041 The parent shall be encouraged to first discuss the concern personally with the teacher involved.

15.042 If the parent is not going to contact the teacher, then the administrator shall advise the teacher of the complaint and allow for a response from the teacher.

15.043 The teacher shall have the right to representation of his/her choosing at any meeting regarding a parental complaint.

15.05 The Administration will, as soon as possible, but not later than five (5) workdays following the complaint, notify any member of the bargaining unit of any complaint made against the member of the bargaining unit which may be considered in the evaluation of that member's job performance. For purposes of this section, "workdays" are defined as follows: (1) during the teacher school year, workdays are days when bargaining unit members are in session; and (2) outside of the bargaining unit member school year, workdays are days when the Board office is open. The complaint shall be in writing and specify the individual(s) making the complaint. Failure to notify the member of the bargaining unit will preclude this administrator from raising the issue on the evaluation or in any other forum. This does not apply to complaints alleging possible abuse or criminal conduct which is the subject of an investigation by a governmental agency. This does not apply to extra-curricular duties.

ARTICLE 16 – REDUCTION IN FORCE

16.01 Any reductions in force will be made in accordance with ORC 3319.17.

16.02 Ten (10) calendar days before the Board acts on a reduction in force, the individual teacher(s) and the Association President will be notified in writing by the Superintendent.

16.03 The Superintendent shall determine the teaching field affected. Example: one (1) high school English position, two (2) elementary teaching positions, etc.

16.04 The Superintendent's recommendations shall be made according to the subjects listed on the teacher's license/certificate (in force on April 1st of the year the decision is made to reduce staff).

16.05 Within the area of licensure/certification affected, teachers designated as "Ineffective" on the most recent OTES evaluation will be suspended before teachers with other effectiveness ratings. Teachers with other effectiveness ratings will be considered comparable and suspensions will be based on seniority. All limited contract teachers shall be suspended before any teachers on continuing contracts.

16.06 Seniority will be defined as the length of continuous service in the district.

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

16.071 Total number of years of teaching experience.

16.072 Date of employment as determined by Board Minutes.

16.073 The greater amount of training in subject areas or field (ex: the number of college credits beyond the Bachelor's Degree).

16.074 In the case of two or more teachers being hired at the same Board Meeting, then determination will be based on date/time stamp on the employee application on file in Central Office. Additional ties in seniority shall be broken by lot.

16.075 Continuous employment shall include all time on sick leave, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension for reduction in teaching staff if the teacher is reinstated.

16.076 Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the teacher was on such unpaid leave will not be counted in total years of service in determining seniority rights hereunder.

16.08 A teacher being displaced from their present teaching field, but certified in another subject area(s) or grade level(s), shall be allowed to displace another teacher at that level or area if he/she has greater priority according to items 16.05 through 16.076.

16.09 Teachers who have taught for two (2) years or more in the district and whose limited or continuing contracts have been suspended through RIF procedure shall have recall rights to restoration of service as follows:

16.091 Recall rights shall be limited to twenty-four (24) months.

16.092 Teachers whose contracts were suspended shall be recalled to a vacancy in the inverse order of suspension as positions become available in their area(s) of licensure/certification. Teachers must notify the district of any changes in their area(s) of licensure/certification.

16.093 Teachers on recall status shall have the responsibility of keeping the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of the mailing shall remove the teacher from recall status.

16.10 No new teachers will be employed in the district as long as someone on the recall list is licensed/certified for such position.

16.11 Teachers placed on the RIF list may continue with the district's group insurance policies by notifying the Treasurer, in writing, prior to the receipt of their last paycheck, and by paying the full premium on those policies they wish to keep in force. The payment must be made to the third party administrator on or before the first of each month.

ARTICLE 17 – SICK LEAVE

17.01 Sick Leave Days Calculation:

17.011 Each teacher shall earn sick leave at the rate of one and one-quarter (1 ¼) days per month (fifteen days maximum per year).

17.012 Sick Leave accumulation shall be as follows:

17.0121 For employees hired on or after July 1, 1999, the sick leave accumulation maximum shall be three hundred (300) days.

17.0122 For employees hired prior to July 1, 1999, the sick leave accumulation maximum shall be 275 days.

17.013 Teachers new to the district may transfer accumulated sick leave from their last Ohio Public Agency in an amount not to exceed the total allowed by the Tuscarawas Valley Local School District.

17.014 Teachers new to the district and who have not had the opportunity to accumulate or transfer sick leave or those who have exhausted their sick leave shall have available ten (10) days of sick leave in advance, to be charged against sick leave subsequently earned. Additional days will be cumulative beginning with the month of employment in which an employee is again eligible to begin accumulation. In the event a teacher who has been advanced sick leave under this section leaves paid employment status with the Board prior to having earned the sick leave previously advanced, such teacher shall reimburse the Board for unearned sick leave paid under this section, to be repaid through deduction from the final paycheck. If the final paycheck is insufficient, the teacher shall reimburse the district.

17.02 Use of Sick Leave

17.021 Teachers may use sick leave in ½ day increments for absence due to personal illness, family adoption in accordance to the Family Medical

Leave Act and ORC 124.136, and for all health-related problems due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

17.022 The Board of Education recognizes an employee's need for leave at the time of birth or adoption of a child. Employees are entitled to all the rights provided by the Family Medical Leave Act in these situations.

Female bargaining unit members may use up to thirty-five (35) days of paid sick leave at the time of the birth or adoption of a child. Male bargaining unit members may use up to ten (10) days of paid sick leave, consecutively or non-consecutively, within thirty-five (35) workdays of the birth or adoption of a child. Additional days of maternity or paternity leave may be granted by the Superintendent if needed for international adoption or based upon medically documented necessity provided by a licensed physician.

17.023 Immediate family shall be defined to include residents of the teacher's household and/or spouse, parent, child, brother, sister, mother/father-in-law, step children, step parents, foster parents, and for the people for whom the bargaining unit member provides substantial primary care. In the case of death of a member of the immediate family, no more than five (5) days may be used, unless extended by permission of the Superintendent.

17.03 Death of an individual outside the immediate family may be charged to sick leave at the discretion of Superintendent.

17.04 Miscellaneous

17.041 Request for sick leave shall be made in advance through the district's online system.

17.042 Personal Leave shall not be used as sick leave.

17.043 Sick leave shall not be granted once a leave of absence has been authorized.

17.044 In the event the Superintendent suspects sick leave abuse, he/she shall investigate the matter. For sick leave use to continue, the physician must certify the employee's need for sick leave.

ARTICLE 18 – DONATION OF SICK LEAVE

18.01 If a member of the bargaining unit is absent due to a catastrophic or long term illness, maternity leave or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another member of the bargaining unit who is on the same or higher step on the salary schedule may donate up to five (5) days of his/her accumulated sick leave to the absent teacher. If there are no members of the bargaining unit on the same or higher step of the salary schedule who donate, then any member may donate up to five (5) days and the absent teacher would receive the donator's per diem rate of pay.

18.02 No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.

18.03 Donated sick leave may not be used to extend a 30 day maternity leave as outlined in 17.022.

18.04 Donation of sick days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.

18.05 Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher.

18.06 The Superintendent shall notify the Association President of a teacher's eligibility to receive donated sick leave.

ARTICLE 19 – PERSONAL LEAVE

19.01 The Board recognizes that various out of school circumstances may arise for which attendance by teachers is either desirable or necessary. In order to assist teachers in meeting these obligations or emergencies, the Board shall allow personal leave time for its teachers as provided in this Article.

19.02 Each teacher may have up to three (3) personal leave days each year, which may be taken in minimum increments of ½ day.

19.03 Personal leave shall not be used on the day before or after a holiday or vacation day nor to work another job, including self-employment.

The Superintendent shall have the authority to approve a personal leave on the day before or the day after a holiday or vacation day. Such requests shall be submitted to the Superintendent in writing and shall be considered on a case-by-case basis.

19.04 Bargaining unit members may request an advance of one (1) personal day from the next school year by submitting such request in writing to the Superintendent.

19.05 In the event a bargaining unit member who has been advanced personal leave under this section leaves paid employment status with the Board, such bargaining unit member shall reimburse the Board for such advanced leave, to be repaid through deduction from the final paycheck. If the final paycheck is insufficient, the bargaining unit member shall reimburse the district.

19.06 Any unused personal leave in a given year will b transferred to sick leave.

ARTICLE 20 – FAMILY AND MEDICAL LEAVE

20.01 The Board shall provide Family and Medical Leave in accordance with federal law, and its implementing regulations.

20.02 A bargaining unit member may elect, or the Superintendent may require, the use of available paid leave in substitution for unpaid Family Medical Leave in accordance with federal law. The paid leave can satisfy part or all of the twelve (12) week Family Medical Leave.

ARTICLE 21 – SABBATICAL LEAVE

21.01 The purpose of sabbatical leave is to provide a teacher in the system an opportunity to complete a planned program which cannot be accomplished during summer school or evening sessions.

21.02 A teacher must have completed a minimum of six (6) years of service ("year" as applied to service means actual service of not less than 120 days within a school year) in the school system immediately preceding the professional leave. Anyone receiving a sabbatical leave may apply for an additional leave each five (5) year period.

21.03 Leaves will not be granted to more than one teacher during any given school year.

21.04 Leaves will be granted for one semester. Under unusual circumstances, a leave may be granted for one year.

21.05 Compensation from the Board shall be the difference between the regular teacher's salary and the replacement teacher's salary. Fringe benefits will remain comparable to the regularly employed teacher's.

21.06 Applicant must apply in writing by April 1st for the following school year with a statement from the institution of enrollment stating the only time the program is offered or available is during the time our schools are open for instruction.

21.07 Teachers who receive a sabbatical leave will be obligated to one year of teaching immediately following the completion of the program. If a teacher does not fulfill this year of teaching he/she will be responsible for refunding the full cost of all fringe benefits and salary paid during the sabbatical leave.

ARTICLE 22 – PROFESSIONAL DAYS OR BUSINESS

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

22.02 Attendance during school time shall have the prior approval of the principal and the Superintendent.

22.03 Reasonable expenses may be granted providing prior Board approval is given and funds are available. Substitutes shall be provided, if needed.

22.04 Requests for reimbursement shall be requisitioned according to Board-approved travel payment and reimbursement guidelines.

22.05 Attendance at a professional development activity (e.g. workshop, conference, etc.) may be followed by a brief written summary, if so requested by the building principal or Superintendent.

ARTICLE 23 – ASSAULT LEAVE

23.01 Any employee who is absent due to physical disability resulting from an unprovoked assault which occurred in the regular course of his/her employment with the Board shall be entitled to a paid leave of absence, not to exceed 30 work days.

Any employee seeking assault leave may be required to file juvenile or criminal charges against the person(s) making the assault, if known, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender. Any employee seeking assault leave shall file a signed statement of the incident with the Superintendent setting forth the date of occurrence, nature of the injury, name of the individual(s) involved, if known, and describing the facts surrounding the assault. If medical attention is required, a certificate from a licensed physician must be provided stating the nature of the disability and its duration. The employee shall furnish such additional information as may be requested by the Superintendent to assist in disciplinary action against the offender or to determine the employee's eligibility to receive assault leave.

Leave granted under this section shall not be charged against sick leave or leave granted under any other section of the Agreement. The employee receiving assault leave shall receive all pay and benefits as if receiving sick leave.

ARTICLE 24 – LEGAL OBLIGATION LEAVE

24.01 The Board will grant leave with pay to those teachers who are absent by reason of having been called for jury duty. In order to receive pay for jury duty, the teacher must sign over and deliver to the Treasurer the compensation received from the court for jury duty service and provide court documentation to support absence due to jury duty.

24.02 The Board will grant leave with pay to those teachers who are absent by reason of having been subpoenaed to testify in legal proceedings as a witness in any matter relating to their employment by the Board. In order to receive pay under this section, the teacher must demand his/her witness fee, and sign over and deliver to the Treasurer the compensation received as a witness fee.

ARTICLE 25 – SERB LEAVE

25.01 When a bargaining unit member attends a hearing before SERB, either as a witness properly subpoenaed or as a party, the bargaining unit member will not be docked any pay and/or leave provided the Board is a party in the proceedings before SERB at the time of the hearing.

ARTICLE 26 – ASSOCIATION LEAVE

26.01 Bargaining unit members shall be granted a combined total of six (6) days per school year to attend district, state, or national meetings outside of the school district.

26.02 Only three members may be absent on Association Leave at any one time, and no member shall be absent on Association Leave for more than two (2) days in any one school year.

26.03 At least 48 hours advance notice to the Superintendent will be given for the leave.

ARTICLE 27 – UNPAID LEAVE OF ABSENCE

27.01 A teacher under contract may be granted by the Board of Education a leave of absence of not more than two (2) years as per ORC Section 3319.13.

27.011 The initial grant of leave shall be for not more than one (1) year.

27.012 An extension of not more than one (1) year may be granted.

27.013 Request for initial leave of absence shall be made in writing to the Superintendent at least thirty (30) days prior to the first day of the expected leave. An extension, if requested, shall be requested in writing to the Superintendent by April 1. A request for an extension of an unpaid leave of absence of less than one (1) year shall be made at least thirty (30) days prior to the termination of the initial leave.

27.014 Upon return from a leave of absence the teacher shall be reinstated to the contractual status held prior to the leave of absence. Assignment of such a teacher shall be at the discretion of the Superintendent within the teacher's areas of certification.

27.015 Teachers on leave of absence and not intending to return are required to submit their intentions in writing by April 1.

27.016 Teachers returning from leave of absence for reason of illness, maternity, or disability shall present verification by the teacher's physician of ability to return to work.

ARTICLE 28 – TEACHERS SUBSTITUTING

28.01 Teachers who will be missing school are to enter the absence in the Board-designated call-off system.

28.02 In the event that a substitute is not available for a teacher, any teacher that is required by the building principal to cover a normal class period or less during his/her planning or conference period will be compensated at the rate of .001 of the B.A. at Step 4 of the Salary Schedule for each period, if so desired, in which case the proper forms must be completed and turned in by the substitute teacher. This agreement excludes the following school related activities:

a) preparation for the Spring or Christmas Music Program at the elementary school,
b) appearances of the choir at which the director must be present,
c) games at which the coach must accompany his team during the school day,
d) preparation for the exhibitions of art shows.

28.03 Substitutes shall not be requested or required to evaluate the regular classroom teacher.

28.04 If a part-time employee is asked to substitute, he/she will receive his/her hourly rate of pay for each period.

ARTICLE 29 – PARENT TEACHER CONFERENCES/EVENING COMMITMENTS

29.01 Parent-teacher conferences shall be a district-wide schedule. Parent-teacher conferences shall be three (3) nights. Teachers must be in the building on parent-teacher conference night.

Parent-teacher conferences/evening commitments will be held after the school day for no more than four (4) hours. No more than one parent-teacher conference/evening commitment per building may be scheduled in a week. Parent-teacher conferences/evening commitments scheduled for 2 or fewer hours will be counted as 1/4 day. Parent-teacher conferences/evening commitments scheduled for greater than 2 hours will be counted as 1/2 day. Parent-teacher conferences/evening commitments will not exceed 6 scheduled events, per building, in one year. The total time spent at parent-teacher conferences will not exceed a regular work day. Accommodations shall be made for staff to attend conferences for children who attend school in the district. The Monday after Thanksgiving and the Monday after Easter shall be no work conference days.

All certificated building staff and the building principal shall jointly determine their evening commitment schedule in accordance with this Article, subject to the approval of the Superintendent, during the first building meeting of the year.

ARTICLE 30 – MILEAGE REIMBURSEMENT

30.01 Teachers required to use their own vehicle for school business, other than between home and work, shall receive pay for such travel at a rate permitted by the Internal Revenue Service in effect on the date of travel.

30.02 Checks will be issued within one (1) month after the teacher submits the appropriate mileage reimbursement form to the Superintendent.

ARTICLE 31 – TUITION REIMBURSEMENT

31.01 If the Superintendent requests a teacher to take additional courses so he/she may be certified in other areas, the teacher shall be reimbursed for all tuition costs provided:

31.011 The Superintendent and teacher agree in advance on the course and training institution to be used.

31.012 The teacher provides verification of passage of the course by submitting a copy of a grade report showing credit earned.

31.013 Paid receipts are supplied to the Treasurer verifying tuition expenses.

31.02 All teachers will be reimbursed for the actual cost of tuition for three (3) semester hours, up to $150/hour, or 4.5 quarter hours, up to $99/quarter hour, each fiscal year (July 1 – June 30).

31.03 Teachers must send written notification to the Superintendent prior to beginning the course. Reimbursement will be provided upon proof of payment and successful completion of the course. A grade no lower than a "C" is required for reimbursement.

31.04 The reimbursement will not exceed the total cost of the course.

ARTICLE 32 – ACCEPTABLE USE OF TECHNOLOGY

32.01 It is the responsibility of each certified staff member each year to sign and adhere to the contents of the Acceptable Use Policy for Students and Faculty as held currently by the Board of Education. The Acceptable Use Policy for Faculty will be distributed to the faculty at the beginning of each school year.

ARTICLE 33 – MEDICAL PROCEDURES

33.01 No member of the bargaining unit shall be required to dispense medication, perform or analyze blood tests, perform catheterization, feed students, change diapers or clean up body fluids. Bargaining unit members will administer epinephrine injections and basic first aid following proper protocols using proper equipment. All members expected to administer epinephrine injections will receive training in the use of such devices. Members will be provided proper first aid training and supplies. This does not apply to extra-curricular duties.

ARTICLE 34 – (NOT USED AT THIS TIME)

ARTICLE 35 – CATEGORICAL GRANTS

35.01 The Board shall establish an annual fund of two thousand five hundred dollars ($2,500) for categorical grants.

35.02 Categorical grants applications will be made available to members through the president of the Association. Application forms will be developed by the committee.

35.03 Categorical grants will be utilized for:

35.031 Projects that enhance the achievement of district-wide goals through the acquisition of materials or equipment or the development of programs.

35.032 Development of instructional materials to be used as part of the curriculum.

35.033 Development of courses not currently offered by the Tuscarawas Valley School District.

35.034 Grant writing.

35.035 Development of professional resources (books, materials, periodicals, journals, tapes, software, etc.) or the purchase of professional resources which will benefit teachers.

35.04 A committee composed of three (3) members of the bargaining unit designated by the Association President, and two (2) administrators designated by the Superintendent will supervise the grant approval to avoid duplication of requests. One elementary, one junior high and one senior high teacher will be the Association representatives. Members of the committee are ineligible for receiving grants.

35.05 No grant may exceed five hundred dollars ($500).

35.06 The member(s) of the bargaining unit who receive the grants will submit a written report to the Superintendent and the committee which will include the results of the project.

35.07 All requests for grants submitted by September 15 to the Committee will be acted upon by the committee no later than October 1. The committee will notify all applicants of their decision. Grant purchases must be completed by December 31.

35.08 Should money be available, all requests for grants submitted by January 15 to the committee will be acted upon by the committee no later than February 1. The committee will notify all applicants of its decision.

35.09 Applications will not be carried over from one year to the next.

ARTICLE 36 – SEVERANCE PAY AT RETIREMENT

36.01 The Board, in accordance with Section 3319.141 of the Ohio Revised Code establishes severance payments to teachers at retirement as follows:

36.011 A teacher may elect, at the time of retirement from active service with Tuscarawas Valley Local School District Board of Education to be paid in cash for the value of his/her accrued but unused sick leave credit.

36.012 For employees hired on or after July 1, 1999, the payment shall be for one-fourth (1/4) of all accumulated sick leave to a maximum of 75 days.

36.013 For employees hired prior to July 1, 1999, the following shall apply when calculating the severance payment:

36.0131 One-third (1/3) of the first 230 days of sick leave accumulation up to a maximum of seventy-two (72) days.

36.0132 After an employee has accumulated 230 days of sick leave, the employee will continue to accumulate sick leave up to a maximum of 275 days and shall receive one additional day of severance pay for each seven (7) days of sick leave accumulation above 230 up to a maximum of seventy-eight (78) days of severance pay.

36.014 Such payment shall be based on the teacher's daily rate of pay at the time of retirement, excluding supplemental contracts.

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

36.016 Such payment shall be made only once to any teacher.

36.017 Payments for severance pay shall be made within sixty (60) days after the effective date of retirement.

36.02 Should a member of the bargaining unit die during the time between retiring and the receipt of severance pay, the Board will provide to the designated beneficiary severance pay calculated as if the employee retired pursuant to Section 39.01 above.

36.03 Substitute Pay for Retirees

36.031 Effective August 1, 2021, returning retirees of Tuscarawas Valley Local Schools will receive $150 per day to serve as guest teacher, tutor, or any other professional work as assigned by the Administration.

36.032 If the teacher or principal determines that continued participation is not beneficial, further work will not be performed and further retirement incentive payments under this program will not be made. Payments will be made as the work is done and prorated accordingly.

ARTICLE 37 – TERM LIFE INSURANCE

37.01 The Board shall provide term life insurance in the amount of thirty thousand ($30,000) dollars with an equal amount of Accidental Death and Dismemberment coverage for all teachers.

37.02 All costs for the above insurance shall be paid by the Board.

ARTICLE 38 – HOSPITALIZATION, SURGICAL, MAJOR MEDICAL, DENTAL AND OPTICAL INSURANCES

38.01 Hospital/Surgical Insurance

38.011 The Board shall provide hospital/surgical insurance coverage through a PPO which meets or exceeds the specifications below for each teacher in the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The employee's share of the premium shall be paid through a Section 125 plan.

A Tier II Catastrophic insurance plan will be offered at no cost to the employee as an alternative to electing Tier I coverage.

Employees hired on or after August 1, 2007 and who work less than full-time shall contribute fifty (50) percent of the cost of the premium (for .5 teacher) or twenty-five (25) percent of the cost of the premium (for .75 teacher).

38.012 Specifications:

Hospital Benefit:
Payable for Room and Board – 365 days
Semi-Private Accommodations In accordance with PPO
Extra-Hospital Charges – In accordance with PPO

Emergency Out-Patient Coverage (within 24 hours) – Payment in accordance with PPO

Out-Patient Surgery – Payment in accordance with PPO

Intensive Care – Payment in accordance with PPO

Surgical Benefits: In accordance with PPO

Outpatient Laboratory and Pathological Benefits: In accordance with PPO

Accident:
Emergency – In accordance with PPO
Medical Emergency – In accordance with PPO
Ambulance Service – In accordance with PPO

UCR stands for usual, customary and reasonable charges.

38.02 PPO

38.021 The Board shall provide PPO insurance coverage which meets or exceeds the specifications below for each teacher in the bargaining unit, now or hereinafter employed, and his or her eligible dependents.

For the 2024-2025 school year, eighty-three percent (83%) of the cost of the premium shall be paid by the Board. Seventeen percent (17%) of the cost of the premium shall be paid by the employee.

For the 2025-2026 school year, eighty-two percent (82%) of the cost of the premium shall be paid by the Board. Eighteen percent (18%) of the cost of the premium shall be paid by the employee.

For the 2026-2027 school year, eighty-one percent (81%) of the cost of the premium shall be paid by the Board. Nineteen percent (19%) of the cost of the premium shall be paid by the employee.

38.022 Specifications

Maximum Benefits – Unlimited

Tier I Deductible:
- $200 individual/$400 family with cross application for single or family for in-network services
- $500 individual/$1,000 family with cross application for single or family for out-of-network services

Co-Insurance Provision – Insurance pays 90% of covered expenses up to a maximum of $500/person excluding deductibles for in-network services and 90% of covered expenses up to a maximum of $1,000/family.

Co-Insurance Provision – Insurance pays 70% of covered expenses up to a maximum of $2,000/person excluding deductibles for out-of-network services and 70% of covered expenses up to a maximum of $4,000/family.

Tier II Catastrophic Deductible:
- $4,000 individual/$8,000 family with cross application for single or family in-network services.
- $6,000 individual/$10,000 family with cross application for single or family for out-of-network services.

Co-Insurance Provision – Insurance pays 60% of covered expenses up to a maximum of $6,000/person excluding deductibles for in-network services and 60% of covered expenses up to a maximum of $10,000/family.

Co-Insurance Provision – Insurance pays 50% of covered expenses up to a maximum of $10,000/person excluding deductibles for out-of-network services and 50% of covered expenses up to a maximum of $14,000/family.

Accumulation Period – Calendar Year

38.03 Dental Insurance

38.031 For employees electing this coverage, for the 2024-2025 school year, the employee agrees to pay seventeen percent (17%) of the cost. Eighty-three percent (83%) of the cost of this coverage shall be paid by the Board. For the 2025-2026 school year, the employee agrees to pay eighteen percent (18%) of the cost. Eighty-two percent (82%) of the cost of this coverage shall be paid by the Board. For the 2026-2027 school year, employee agrees to pay nineteen percent (19%) of the cost. Eighty-one percent (81%) of the cost of this coverage shall be paid by the Board.

Specifications:

Maximum benefits per person:
Class I, II and III – Unlimited
Class IV - $1,000 per Person

Deductible:
Individual - $25 per calendar year
Family - $75 per calendar year

Benefits Paid:

Class I - Preventive and Diagnostic – No Deductible, 100% UCR

Routine Oral Exams – once every six (6) months
Teeth Cleaning – once every six (6) months
Fluoride Treatment once every twelve (12) months
Emergency Pain Treatments

Space Maintainers
Diagnostic X-rays
Test and Lab Exams

Class II - Basic Restorative – 80% UCR
Fillings – amalgams, Silicate, Acrylic
Root Canal Therapy
Treatment of Gum Disease
Repair of Bridgework and Dentures
Extractions and Oral Surgery
General Anesthesia – only if medically necessary

Class III - Major Restorative – 80% UCR
Inlays, onlays, gold fillings or crown restorations
Initial installation of fixed bridgework
Installation of Partial or full, removable dentures
Replacement of existing bridgework or dentures

Class IV - Orthodontia – No Deductible 60% of UCR.
Lifetime maximum of $1,000 per person not limited to dependents
Full banded orthodontic treatment
Appliances for Tooth Guidance
Appliances to control harmful habits
Retention appliances – not in connection with full banded treatment

UCR – Usual, Customary and Reasonable Charges

38.04 Optical Insurance

For employees electing this coverage, for the 2024-2025 school year, the employee agrees to pay seventeen percent (17%) of the cost. Eighty-three percent (83%) of the cost of this coverage shall be paid by the Board. For the 2025-2026 school year, the employee agrees to pay eighteen percent (18%) of the cost. Eighty-two percent (82%) of the cost of this coverage shall be paid by the Board. For the 2026-2027 school year, the employee agrees to pay nineteen percent (19%) of the cost. Eighty-one percent (81%) percent of the cost of this coverage shall be paid by the Board.

Specifications

Eye Exam
Fee charged, subject to a $10.00 deductible
Lenses, per pair $100.00
Frames - $100.00

Contact lenses, per pair if prescribed for you

a) Where visual acuity is not correctable to 20/70 in the better eye except by use of contact lenses;
b) As requirement following cataract surgery
c) When such person is being treated for conditions such as keratoconus or anisometropia, and contact lenses are customarily prescribed as treatment:
$175.00
If otherwise prescribed - $80.00

Period of Eligibility:

Complete Eye Exam – once per 12 month period
Lenses – two lenses per 12 month period
Frames – one set per 24 month period

Non-Covered Service:

Charges are not covered:

In connection with orthotics, vision training or subnormal vision aids; Lenses obtainable without a prescription; Any service not listed in schedule;

Which are incurred due to illness/injury which would be covered by workers' compensation

38.05 Prescriptions

For Tier I, the Board will offer a prescription drug benefit plan with insurance paying 90% for generic prescriptions, 80% for preferred brand prescriptions, and 70% non-preferred brand prescriptions. For Tier II, the Board will offer a prescription drug benefit plan with insurance paying 70% of the covered expenses.

38.06 Teachers must apply for medical, dental, prescription and optical insurance coverage. It is not automatically provided.

38.07 In cases where the husband and wife are employed in the school district, they shall be covered by one (1) family policy.

38.08 The open period for all teachers to enroll in insurance coverage is during the month of September. During each annual open enrollment period, each employee will be required to review his/her benefit elections, then complete an updated insurance enrollment form supplied by the Treasurer. Coverage is effective upon receipt of signed application to the Treasurer's office. Failure to complete the annual insurance enrollment form or supplying false information may result in formal disciplinary action.

38.09 If a teacher has medical, dental, prescription or optical insurance coverage through his/her spouse and his/her spouse loses coverage through unemployment, termination or divorce, the teacher can immediately enroll in the district plan.

38.10 Upon termination of employment the coverage listed in this section will expire on the dates indicated below:

For employment terminating prior to the end of the contract year, the insurance coverage will expire at the end of the month of employment termination.

For employment terminating at the end of the contract year, the insurance coverage will expire as of August 31.

38.11 Thirty (30) days prior to any insurance carrier change, the Board shall notify the Association of the intended change. It will provide the Association with copies of the current insurance contract, as well as copies of the proposed insurance contract. The Association shall have the right to demand a meeting between the Board, or its representatives, the insurance carrier, and selected representatives of the Association to examine the coverage proposed.

38.12 In the event of any carrier change, insurance coverage shall remain equal to or better than the coverage in effect at the time of the carrier change.

38.13 Insurance Opt-Out: As part of the annual open enrollment process, employees who opt out of the district's family medical insurance plan shall be paid a total of $4,000, paid in two separate payments of $2,000. Employees who opt out of the district's single medial insurance plan shall be paid a total of $2,000, paid in two separate payments of $1,000. These payments will be made the first pay in December and the first pay in June. Employees who enroll in the plan during the plan year after opting out due to loss of coverage elsewhere shall receive a pro-rated payment.

38.14 Flexible Spending Account: An annual Flexible Spending Account (FSA) will be offered at no cost to the employee. The FSA allows employees to set aside a portion of their income, before taxes, for approved healthcare and dependent care expenses. Employees can choose the amount of money to be deducted from their paycheck for contribution to their designated FSA. The FSA will be administered in accordance with IRS regulations. Money remaining in the employee's account at the end of the plan year in excess of IRS limitations will be forfeited to the Board.

ARTICLE 39 – SALARY

39.01 Salary Schedule

The BA-0 base salary shall be increased as follows:

Effective August 1, 2024 – 3.0%
Effective August 1, 2025 – 3.0%
Effective August 1, 2026 – 3.0%

Association members employed for the 2025-2026 school year will be paid a one-time, one percent (1%) signing bonus of each association member's current salary as indicated on the salary index, payable by August 29, 2025.

39.02 Payroll Procedures

39.021 Teachers shall be paid in twenty-six (26) payments on alternate Fridays beginning with the Friday following the second week of work. Regular contract payments will be made utilizing direct deposit to the employee's designated bank account, along with electronic (email) notification to the employee of the deposit.

39.03 Placement on the Salary Schedule

39.031 A newly employed teacher may be credited with all years of teaching experience. Military experience and prior teaching experience shall be considered in determining prior teaching experience. Experience as a substitute teacher shall be recognized only if 120 or more days in any year in any one school system are completed. Experience as a tutor shall be recognized only if seven hundred twenty (720) hours are worked in any one system in any year.

39.032 A teacher shall be placed on the proper column of the salary schedule as determined by his/her academic training. In order to qualify for horizontal movement, a teacher must have accumulated appropriate credit from an accredited college or university in academic hours earned after the date of his/her initial placement on the salary schedule. The accumulated hours must be earned in courses in education which may be applied to meeting the qualifications leading to additional certification. This does not include courses or degrees from professional schools such as medicine, law, etc., or to qualify for a different profession, such as real estate sales. Any CEU's approved by the LPDC prior to July 1, 2006, can be converted to hours and used for horizontal movement on the salary schedule. After July 1, 2006, graduate credit only will apply to horizontal movement.

39.04 Advancement on the Salary Schedule

39.041 After initial placement on the salary schedule a teacher will be advanced one (1) step on the salary schedule for each work year in which he/she rendered service and/or is on paid leave for a total of at least one hundred twenty (120) days.

39.042 Copies of teaching certificates must be on file with the Superintendent's office by October 1.

39.043 Salary adjustments to reflect additional training will be made for the full year when verification is submitted to the Superintendent by September 30. Salary adjustment to reflect additional training will be made for the second semester when verification is submitted to the Superintendent by February 28.

ARTICLE 40 – STRS ANNUITIZATION

40.01 For purposes of this section, total annual salary and salary per pay period for each teacher shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each teacher shall be payable by the Board in two parts: deferred salary and cash salary.

40.02 A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by the State Teacher's Retirement System ("STRS") to be paid as an employee contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS employee contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of the pickup for said teacher and shall be payable, subject to applicable payroll deductions, to said teacher. The Board's total combined expenditures for teacher's total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

40.03 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

40.04 The pickup shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

40.05 Should the Board's payment of deferred salary cause an individual teacher's annuity contributions to exceed the IRS permissible level, any such teacher shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

ARTICLE 41 – TVTA DUES AND PAYROLL DEDUCTIONS

41.01 The Board agrees to deduct equally from each bi-weekly paycheck of each teacher such sums of money as may be authorized by the teacher. No deductions shall be made if written authorizations are not received.

41.02 Tuscarawas Valley Teachers' Association Dues Deductions:

41.021 The teacher must authorize the deductions, in writing, on the existing form.

41.022 The deductions shall continue automatically unless withdrawn.

Withdrawal of authorization must be in writing to the Association and the Treasurer by September 1. If the deduction authorization is not withdrawn, the Association shall give in writing, to the Treasurer and the teacher no later than September 30, the amount to be deducted.

41.023 The deduction of annual dues shall start with the first pay in November and continue through the last pay in August. In the event a teacher severs his or her employment with the Board during the school year, upon notification by the association to the Treasurer, the remaining dues to the association shall be deducted from the teacher's final paycheck.

41.024 The Treasurer of the Board shall give to the Treasurer of the Association the total amount of deductions along with a complete description of all deductions within twenty-one (21) days of the last payroll of the month.

41.025 The Association agrees to indemnify and protect the Board against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization forms by a teacher or by the Association to the Board.

ARTICLE 42 – FAIR SHARE FEE

Right to Fair Share Fee

42.01 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan

political or ideological causes not germane to the Association's work in the realm of collective bargaining.

42.02 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

42.03 Schedule of Fair Share Fee Deductions

42.031 Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31st until the second paycheck which period shall be the required probationary period of newly-employed bargaining unit members.

42.032 Upon Termination of Membership

During the membership year, the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

42.04 Transmittal of Deductions

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

42.05 Procedure for Rebate

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

42.06 Entitlement to Rebate

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

42.07 Indemnification of the Board

The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

The Association reserves the right to designate counsel to represent and defend the Board; provided, however, that the Board reserves the right to employ co-counsel at its own expense.

The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

ARTICLE 43 – SUPPLEMENTAL CONTRACTS

43.01 All teachers employed by the Board for additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.

43.02 All supplemental contracts shall be limited in duration to no more than one (1) calendar year.

43.03 It is agreed and understood that all supplemental contract shall automatically expire and be considered null and void at the conclusion of each work year without any board action and/or notice.

ARTICLE 44 – EXTRA-CURRICULAR SALARY SCHEDULE

44.01 Ratios are multiplied by the BA Base Salary at 0 years' experience to determine the compensation for each position.

44.02 Should the BA Base Salary change during the course of a year, the extra-curricular salaries will also be adjusted on a pro-rata basis.

44.03

POSITION	YR/RATIO		
	0-2	3-5	6 or more
6th Grade Class (with 6th Grade Camp)	0.55	0.55	0.55
6th Grade Class (without 6th Grade Camp)	.02	.02	.02
7th Grade Class	.02	.02	.02
8th Grade Class (with Washington, DC Trip)	.055	.055	.055
8th Grade Class (without Washington, DC Trip)	.02	.02	.02
Academic Challenge	.025	.025	.025
Athletic Director, Assistant	.105	.105	.105
Band Director, Assistant	.185	.205	.225
Band Director, Head	.255	.275	.295
Baseball/Softball, Assistant	.075	.095	.115
Baseball/Softball, Head	.105	.125	.145
Basketball, 5th & 6th Grade, Boys	.035	.035	.035
Basketball, 5th & 6th Grade, Girls	.035	.035	.035
Basketball, Assistant	.125	.145	.165
Basketball, Freshman	.125	.145	.165
Basketball, Head	.185	.205	.225
Basketball, Middle School	.085	.105	.125
Cheerleading, Freshman	.045	.065	.085
Cheerleading, Head	.075	.095	.115
Cheerleading, Middle School	.045	.065	.085
Choir Director, TVHS/Middle School	.085	.105	.125
Choir, Show	.04	.04	.04
Club Advisors	.025	.025	.025
Conditioning	.085	.105	.125
Cross Country, Head	.085	.105	.125
Cross Country, Middle School	.055	.075	.095
Dean of Students/Head Teacher	.105	.105	.105
Department Head	.05	.05	.05
Drama	.10	.105	.125
Flag Advisor/Majorette Advisor	.04	.04	.04
Football, Assistant	.125	.145	.165
Football, Freshman	.125	.145	.165
Football, Head	.185	.205	.225
Football, Middle School	.085	.105	.125
Freshman Class	.02	.02	.02
Golf, Head	.085	.105	.125
Junior Class (if a prom)	.06	.06	.06
Junior Class (if no prom)	.02	.02	.02
LPDC Teacher Member (3-yr term)	.033	.033	.033
National Honor Society	.025	.025	.025
Power of the Pen	.025	.025	.025

Science Fair, High School	.085	.105	.125
Science Fair, Middle School	.045	.045	.045
Senior Class	.055	.055	.055
Sixth Grade Camp	.02	.02	.02
Ski Club	.055	.055	.055
Soccer, Assistant	.085	.105	.125
Soccer, Head	.125	.145	.165
Sophomore Class	.02	.02	.02
Speech and Debate, Assistant	.033	.033	.033
Speech and Debate, Head	.07	.07	.07
Student Council, High School	.025	.025	.025
Student Council, Middle School	.025	.025	.025
Track, Assistant	.075	.095	.115
Track, Head	.105	.125	.145
Track, Middle School	.075	.095	.115
Volleyball, Assistant	.105	.125	.145
Volleyball, Head	.155	.175	.195
Volleyball, Middle School	.085	.105	.125
Washington, D.C. Teacher Attendant	.02	.02	.02
Wrestling, Assistant	.105	.125	.145
Wrestling, Head	.155	.175	.195
Wrestling, Middle School	.085	.105	.125
Yearbook	.07	.07	.07

Activity advisors with 3 years of experience in the District in a specific supplemental position shall receive $250.00 additional for said experience. This provision shall not apply to Washington D.C. Teacher Attendants.

44.04 For every two years' experience as assistant coach at TVLSD, an individual moving to head coach position at TVLSD in the same sport will be granted one year experience as head coach on the supplemental salary schedule. Exception: Placement on the pay ratio for an assistant coach position moving to a head coach position in the same sport within the district will not result in a supplemental salary reduction.

44.05 Job descriptions for all extra-duty positions will be mutually developed by the teacher currently holding the position and an administrator appointed by the Superintendent. Job descriptions for positions not currently filled, or newly created shall be written by an administrator appointed by the Superintendent and a representative designated by the Association. Job descriptions will be given to applicants prior to interview.

44.06 Association members requested to work beyond the contracted day will be paid at a rate of .001 Step 4 of the base salary, excluding Articles 29, 43, and 43.03.

ARTICLE 45 – NOON MONITORS

45.01 The Board shall provide noon monitors at the elementary schools during the time of noon recess and lunch on a daily basis. The monitors shall be under the direct supervision of a teacher on staff in the building. Teachers shall be assigned this duty on a rotating basis as mutually agreed upon by a majority of the teachers and the building principal.

ARTICLE 46 – RESIDENT EDUCATOR PROGRAM

46.01 Definitions

For purposes of this Agreement, the pertinent terms shall be defined as follows:

46.011 "Mentor" – a member of the bargaining unit who applies and is selected to provide professional support to an individual in the first year of employment under a classroom teaching certificate or an educational personnel certificate.

46.012 "Resident Educator" – a member of the bargaining unit in the first year of employment under a classroom teaching or educational personnel certificate/license and as further defined by Ohio law.

46.013 "Resident Educator/Mentorship Program" – a program of support provided by a school district pursuant to this rule to meet the unique needs of an individual in the first year of employment under a classroom teaching certificate/license or an educational personnel certificate/license.

46.014 "Lead Mentor" – Oversees the district mentoring program under the direction of the Superintendent or designee. He/she will serve as the Chairperson of the Program Development and Screening Committee.

46.02 Program Development and Screening Committee

46.021 A committee comprised of three (3) teachers, preferably one high school, one middle school, and one elementary, appointed by the Association and two (2) administrators shall meet to develop the Resident Educator Program and shall also act as a screening committee to select teachers who will act as Mentor teachers. The Lead mentor will serve as the chairperson of this committee. To meet, three-fifths (3/5) of the members of the committee must be present. The Committee shall act by majority vote. The committee shall recommend to the Superintendent the name of a mentor teacher and provide the Superintendent with all of the nomination forms reviewed by the committee. The Superintendent shall

have final discretion to appoint the mentor teacher he/she deems most qualified.

46.022 Teacher committee members shall be paid at a rate of .001 Step 4 of the base salary for committee work, which is performed outside of the workday. However, the lead mentor shall not be entitled to the hourly rate.

46.023 Mentor selection criteria shall be reviewed on an annual basis to assess for quality in the skill levels and characteristics of mentors.

46.03 Selection Process and Criteria for Mentor Teachers

46.031 The Nomination forms, for self-nomination as well as one for nomination by peers, for Mentor teacher position(s) will be given to each member of the bargaining unit.

46.032 To be considered, applicants must meet selection criteria and must be willing to serve (either through self-nomination or nomination by peers).

46.033 Criteria for Selection

46.0331 The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience.

46.0332 The applicant/nominee must have demonstrated above average teaching performance in areas including planning lessons, establishing a learning environment, applying instructional strategies, communicating effectively, and engaging in professional reflection. The committee shall predetermine the criteria for "above average teaching performance" and shall determine whether an applicant's teaching performance has met those criteria.

46.0333 The applicant/nominee must hold a valid teaching certificate/license and must currently be teaching in the same area of certification as the entry-year teacher. If such an applicant/nominee is not available, the committee will waive this criterion so that the entry year teacher will have a mentor who meets the other criteria listed in this section.

46.0334 The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members and possess positive personal and professional characteristics.

46.0335 The applicant/nominee may be asked to complete an interview with the committee.

46.0336 The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques and have completed mentoring class and Pathwise training. He/she must also have a willingness to effectively use an observational framework that is congruent with the performance-based assessment (currently Praxis III).

46.0337 The applicant/nominee must have the ability to maintain confidentiality.

46.0338 An individual shall not serve as mentor teacher for more than 2 consecutive school years unless no other mentor is available.

46.0339 Selection committee members shall not serve as mentors unless no other qualified teacher is available.

46.034 Criteria for Lead Mentor

46.0341 The Lead Mentor will be selected by the Superintendent and must meet the following criteria in addition to the Mentor Teacher criteria:

46.03411 Minimum ten years teaching experience and has successfully served as a mentor;

46.03412 Has Master's Degree or working towards Masters; and

46.03413 Active participant in professional development activities dealing with mentoring programs.

46.04 Responsibilities

46.041 The Mentor Teacher and the Resident Educator shall participate in a program of professional support for the entry-year teacher based upon the mentor standards outlined in the Ohio Resident Educator Program. Each entry-year person shall be given an initial orientation on the following matters:

46.0411 The pupils and community to be served;

46.0412 Where to locate school policies, procedures, routines, and copies of the collective bargaining agreement between the Association and Board of Education;

46.0413 Courses of study, standards-based education program, responsibilities and lesson plans;

46.0414 The layout and facilities of the assigned school building or buildings;

46.0415 The nature of the entry-year program which will be provided; and

46.0416 Additional information an entry-year person may need to be adequately prepared for a specific assignment.

46.042 Each entry-year classroom teacher shall be provided with the following:

46.0421 Assistance in acquiring knowledge of the school curriculum, responsibilities for implementation of that curriculum, and the instructional resources available for such implementation;

46.0422 Assistance with management tasks identified as especially difficulty for entry-year classroom teachers; and

46.0423 Assistance in the improvement of instructional skills and classroom management.

46.0424 The opportunity to consult/observe other teachers both within and outside the district.

46.05 Mentor Training

46.051 Mentors shall be provided with the following:

46.0511 An orientation to mentoring responsibilities;

46.0512 Training in knowledge and skills necessary to perform mentoring responsibilities, i.e., Pathwise and Mentor skills training, paid by the district and taken prior to mentor assignment; and

46.0513 Opportunities to consult with and otherwise assist the assigned entry-year person or persons on a regular basis, with adequate time within the

instructional day allocated for such consultation and assistance.

46.06 Restrictions

46.061 A program of professional support mutually developed by the mentor teacher and entry-year teacher shall not be developed or utilized as a part of the evaluation process.

46.062 No mentor teacher shall participate in any informal or formal evaluation of an entry-year teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an entry-year teacher.

46.063 All interaction, written or oral, between the mentor teacher and the entry-year teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as mentor teacher.

46.064 No mentor teacher shall be assigned to more than one entry-year teacher at a time during a school year unless no other mentor is available.

46.07 Protections

46.071 Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decision.

46.072 No entry-year teacher shall be required to remain in a Resident Educator program for a period longer than one school year, unless they do not meet entry year requirements for professional licensure.

46.073 Not later than six weeks after the initiation of the Resident Educator Program, the entry-year teacher may exercise the option to have a new mentor teacher assigned.

46.074 Not later than six weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of asking for a change in assignment with a new entry-year teacher.

46.075 All formal evaluations of the entry-year teacher shall be made by the appropriate administrator.

46.08 Compensation

46.081 The mentor teacher shall be compensated in the following manner:

46.0811 Released from all other classroom teaching responsibilities for up to a total of 28 hours or four (4) days per Resident Educator during the normal work year. These hours/days will be determined by the mentor, entry-year teacher and the principal. The building principal will be notified in advance of the released time.

46.0812 In addition, he/she shall receive a supplemental contract which equals .04 of the BA base salary and shall be adjusted as the salary schedule increases.

46.082 The Lead Mentor shall receive a supplemental contract which equals .06 of the BA base salary and shall be adjusted as the salary schedule increases.

46.09 Evaluation and Revision

46.091 The school district shall evaluate the Resident Educator Program at least every three (3) years. Program administrators, mentors, and entry-year persons shall be involved in the evaluation.

46.092 Program revisions shall be documented through the attachment of an addendum to the original program plan or through the creation of a new program plan through the Program Development and Screening Committee.

ARTICLE 47 – SUPPLY BUDGET

47.01 Each teacher shall be allocated $125 per appropriation year for additional materials and supplies to supplement those normally and traditionally provided by the Board of Education.

47.02 To receive this revenue each teacher must submit the appropriate requisition(s) for the expenditure of this money. Approval of this expenditure will be made by the building principal.

47.03 Requisitions from the supply budget shall be in minimum increments of $20, except for the final requisition which may be for the amount of the remaining balance of that teacher's appropriated amount.

47.04 Any teacher supply account money that is not used by May 1 of each year will be placed into a district pool that will be equally divided by the applicants. Any teacher wishing to access that money must complete and submit a requisition form to the Treasurer no later than May 1 of each year, with receipts attached. Teachers can only use this money to pay for classroom supply materials in excess of the original allotted amount of $125.

ARTICLE 48 – DRUG FREE WORKPLACE

48.00 In consultation with teachers employed by the Board, a random drug testing policy committee comprised of representatives from the Board and TVTA will be formed to research and create an employee random drug testing policy to be implemented January 1, 2016.

48.01 The Board may suspend, with or without pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

48.02 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE 49 – NO STRIKE – NO LOCKOUT

49.01 It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the teachers.

ARTICLE 50 – EMPLOYMENT OF RETIRED TEACHERS

50.01 It is understood that if the Board desires to hire retired teachers, that such employees be employed under terms and conditions which differ in some respects from those established by the Negotiated Agreement for teachers who have not attained retirement status with the State Teachers Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

50.02 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.

50.03 A retiree shall be placed at the salary step level of the appropriate training column, as agreed to by the Board and the retiree, regardless of years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based on additional years of service. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code. A retiree may be hired on a part-time basis, in which case salary shall be pro-rated based upon a full workday.

50.04 A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111. Articles 46 and 47 of the Negotiated Agreement and O.R.C. §3313.53 are waived with respect to retiree eligibility for supplemental contracts, which shall only be offered to a retiree at the Superintendent's discretion.

50.05 A retiree shall accumulate and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay under Article 39 of the Negotiated Agreement or under law upon conclusion of employment as a retiree.

50.06 A retiree is not permitted to participate in the District's insurance plan.

50.07 A retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article 17 of the Negotiated Agreement, or under O.R.C. §3319.17.

50.08 The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay, and regardless of whether such terms or provisions are specifically cited herein.

50.09 Any provisions of the Negotiated Agreement governing mentorship shall not apply to a retiree. This Article shall not apply to a retiree who is already employed by the Board under a teaching contract at the date on which this Agreement is effective.

50.10 The Board and retiree may agree to waive any of the restrictions or increase any of the benefits set forth in this Article on a case-by-case basis before the retiree is employed by the Board.

ARTICLE 51 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

51.01 The Tuscarawas Valley Local Schools Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. The Committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

51.02 The LPDC shall develop by-laws of operation which will oversee and review professional development plans for course work, continuing education units (CEU's), and/or other equivalent activities.

51.03 The term of office for members serving on the committee shall be three years.

51.04

A. The committee shall be comprised of five (5) members as follows:
- Four (4) classroom teachers
- One (1) administrator

B. TVLPDC Teacher Members will be paid according to the supplemental pay index.

C. The four (4) teacher members shall be appointed by the Association president. The one (1) administrative appointment shall be made by the Superintendent.

D. In the event of a vacancy, the committee member shall be replaced in accordance with Section 51.04(C) above.

51.05 The committee chairperson and secretary/recorder shall be determined by the majority vote of the committee members.

51.06 The District Local Professional Development Committee members shall determine the frequency, time and place of meetings within the following parameters:

A. The TVLPDC shall meet as often as the members deem necessary to complete their work. Not later than September 30 each year, the committee shall post their meeting schedule in each building. Additional meetings may be scheduled as necessary.

B. The committee meetings shall be conducted under *Roberts Rules of Order*.

51.07 All district educators who are not working under a permanent certificate will prepare an Individual Professional Development Plan to address their personal, professional, and assignment goals as they relate to students, grade level and assignment, building, district, regional and state expectations for performance.

51.08 The LPDC shall approve all CEU programs, coursework for all licensed employees as included by statute, as well as other activities that may provide CEU's; and the LPDC shall establish and/or approve the criteria for the above programs.

51.09 A teacher may appeal the decision of the LPDC consistent with the Appeals Process determined in the by-laws of operation.

ARTICLE 52 – DURATION AND INTENT OF CONTRACT

52.01 The duration of this contract shall be from July 1, 2024 through June 30, 2027.

52.02 This contract shall supersede any and all other previous Agreements between the parties.

52.03 A one-time $1,500 loyalty bonus will be granted to employees obtaining thirty (30) years of experience. It is the responsibility of the teacher to notify the treasurer when he or she becomes eligible for this bonus at the conclusion of his or her 30th year. The loyalty bonus will be divided equally over twenty-six (26) bi-weekly pay periods for the following contract year.

52.04 Signatures.

TUSCARAWAS VALLEY TEACHERS' ASSOCIATION

Sarah Witting — President — 8/26/24 — Date

Melissa Russell — Secretary — 8/26/24 — Date

TUSCARAWAS VALLEY BOARD OF EDUCATION

Richard J. Goode — President — 8/29/24 — Date

Treasurer — 8/29/24 — Date

Superintendent — 8/29/24 — Date

APPENDIX A

Salary Index - Effective August 1, 2024
CERTIFIED TEACHERS

Bachelor	BA+150	Masters	MA + 15	MA + 30	MA + 45
1	1.0813	1.15	1.19	1.23	1.27
1.066	1.1263	1.2	1.24	1.28	1.32
1.1083	1.1738	1.25	1.29	1.33	1.37
1.1493	1.22	1.3	1.34	1.38	1.42
1.1965	1.27	1.35	1.39	1.43	1.47
1.2438	1.3225	1.405	1.445	1.48	1.52
1.291	1.375	1.46	1.5	1.54	1.58
1.3383	1.4275	1.515	1.55	1.595	1.635
1.3855	1.48	1.57	1.61	1.65	1.69
1.4328	1.5325	1.625	1.665	1.705	1.745
1.48	1.585	1.68	1.72	1.76	1.8
1.5273	1.6375	1.735	1.775	1.815	1.855
1.5745	1.69	1.79	1.83	1.87	1.91
1.6218	1.7425	1.845	1.885	1.925	1.965
1.669	1.795	1.9	1.94	1.98	2.02
1.704	1.83	1.935	1.975	2.015	2.055
1.739	1.865	1.97	2.01	2.05	2.09
1.809	1.935	2.04	2.08	2.12	2.16
1.849	1.975	2.08	2.12	2.16	2.2

Effective August 1, 2024, the salary index was revised as follows:

- A half shift for BA and BA+150. (Add BA and BA+150 and divide by 2 for each step. Add BA+150 and M and divide by 2 for each step.)
- A full shift for all Masters level columns (currently .04).
- Create a new M+45 column adding .04 to the M+30 to create the M+45.
- Add a step 30 by adding .04 to step 27.

APPENDIX B

Salary Schedule - Effective August 1, 2024 to July 30, 2025
CERTIFIED TEACHERS

Base: $ 38,128

Yrs. Exp.	BA	BA+150	MA	MA+15	MA+30	MA+45
0	$38,128	$41,227	$43,847	$45,372	$46,897	$48,422
1	$40,644	$42,943	$45,753	$47,278	$48,803	$50,328
2	$42,257	$44,754	$47,659	$49,185	$50,710	$52,235
3	$43,820	$46,516	$49,566	$51,091	$52,616	$54,141
4	$45,620	$48,422	$51,472	$52,997	$54,522	$56,047
5	$47,423	$50,424	$53,569	$55,094	$56,429	$57,954
6	$49,223	$52,425	$55,666	$57,191	$58,716	$60,241
7	$51,026	$54,427	$57,763	$59,098	$60,813	$62,339
8	$52,826	$56,429	$59,860	$61,385	$62,910	$64,436
9	$54,629	$58,430	$61,957	$63,482	$65,007	$66,533
10	$56,429	$60,432	$64,054	$65,579	$67,104	$68,630
11	$58,232	$62,434	$66,151	$67,676	$69,201	$70,727
12	$60,032	$64,436	$68,248	$69,773	$71,298	$72,824
13	$61,835	$66,437	$70,345	$71,870	$73,395	$74,921
14	$63,635	$68,439	$72,442	$73,967	$75,493	$77,018
18	$64,969	$69,773	$73,777	$75,302	$76,827	$78,352
23	$66,304	$71,108	$75,111	$76,636	$78,161	$79,687
27	$68,973	$73,777	$77,780	$79,305	$80,830	$82,355
30	$70,498	$75,302	$79,305	$80,830	$82,355	$83,880

2 5 0 5 1

APPENDIX C

Salary Schedule - Effective August 1, 2025 to July 30, 2026
CERTIFIED TEACHERS

Base: $ 39,271

Yrs. Exp.	BA	BA+150	MA	MA+15	MA+30	MA+45
0	$39,271	$42,464	$45,162	$46,733	$48,304	$49,875
1	$41,863	$44,231	$47,126	$48,696	$50,267	$51,838
2	$43,524	$46,097	$49,089	$50,660	$52,231	$53,802
3	$45,135	$47,911	$51,053	$52,624	$54,194	$55,765
4	$46,988	$49,875	$53,016	$54,587	$56,158	$57,729
5	$48,846	$51,936	$55,176	$56,747	$58,122	$59,692
6	$50,699	$53,998	$57,336	$58,907	$60,478	$62,049
7	$52,557	$56,060	$59,496	$60,871	$62,638	$64,209
8	$54,410	$58,122	$61,656	$63,227	$64,798	$66,369
9	$56,268	$60,183	$63,816	$65,387	$66,958	$68,529
10	$58,122	$62,245	$65,976	$67,547	$69,118	$70,689
11	$59,979	$64,307	$68,136	$69,707	$71,278	$72,849
12	$61,833	$66,369	$70,296	$71,867	$73,438	$75,009
13	$63,690	$68,430	$72,456	$74,027	$75,598	$77,169
14	$65,544	$70,492	$74,616	$76,187	$77,755	$79,326
18	$66,918	$71,867	$75,990	$77,561	$79,132	$80,703
23	$68,293	$73,241	$77,365	$78,935	$80,506	$82,077
27	$71,042	$75,990	$80,114	$81,684	$83,254	$84,825
30	$72,613	$77,561	$81,684	$83,254	$84,825	$86,396

APPENDIX D

Salary Schedule - Effective August 1, 2026 to July 30, 2027
CERTIFIED TEACHERS

Base: $ 40,449

Yrs. Exp.	BA	BA+150	MA	MA+15	MA+30	MA+45
0	$40,449	$43,738	$46,517	$48,135	$49,753	$51,371
1	$43,119	$45,558	$48,539	$50,157	$51,775	$53,393
2	$44,830	$47,480	$50,562	$52,180	$53,798	$55,416
3	$46,489	$49,348	$52,584	$54,202	$55,820	$57,438
4	$48,398	$51,371	$54,607	$56,225	$57,843	$59,461
5	$50,311	$53,494	$56,832	$58,450	$59,865	$61,483
6	$52,220	$55,618	$59,056	$60,674	$62,292	$63,910
7	$54,134	$57,742	$61,281	$62,697	$64,517	$66,135
8	$56,043	$59,865	$63,506	$65,124	$66,742	$68,360
9	$57,956	$61,989	$65,730	$67,348	$68,966	$70,584
10	$59,865	$64,112	$67,955	$69,573	$71,191	$72,809
11	$61,779	$66,236	$70,180	$71,798	$73,416	$75,034
12	$63,688	$68,360	$72,405	$74,023	$75,641	$77,259
13	$65,601	$70,483	$74,629	$76,247	$77,865	$79,483
14	$67,510	$72,607	$76,854	$78,472	$80,090	$81,708
18	$68,926	$74,023	$78,270	$79,888	$81,506	$83,124
23	$70,342	$75,438	$79,685	$81,303	$82,921	$84,539
27	$73,173	$78,270	$82,517	$84,135	$85,753	$87,371
30	$74,791	$79,888	$84,135	$85,753	$87,371	$88,989

APPENDIX E – DISTRICT WALK-THROUGH FORM

APPENDIX A

TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM
AND PERFORMANCE RATING

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:

E	=	Exemplary
P	=	Professional
NI	=	Needs Improvement
U	=	Unsatisfactory
NA	=	Not Applicable/Not Observed

Starting Time_____ Ending Time_____

Domain A: Organizes Content Knowledge for Student (Adult) Learning

_____A1. Is familiar with relevant aspects of students' background knowledge and experiences

_____A2. Articulates clear learning goals for the lessons that are appropriate for the students

_____A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future

_____A4. Creating or selecting teaching methods, learning activities and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson

_____A5. Use a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson

_____A6. Demonstrates knowledge of content

Domain B: Creates an Environment for Student Learning

_____B1. Creates a climate that promotes fairness
_____B2. Establishes and maintains rapport with students
_____B3. Communicates challenging learning expectations to each student
_____B4. Establishes and maintains consistent standards of classroom behavior
_____B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teachers for Student Learning

_____C1. Makes learning goals and instructional procedures clear to students

APPENDIX F – GRIEVANCE FORM

GRIEVANT'S NAME _____

GRIEVANT'S BUILDING ASSIGNMENT _____

DATE GRIEVANT OCCURRED _____

DATE OF FORMAL FILING _____

LEVEL GRIEVANCE INITIATED _____

STATEMENT OF GRIEVANCE _____

_____

_____

SECTION OF CONTRACT ALLEGED TO BE VIOLATED _____

_____

_____

REMEDY SOUGHT _____

_____

_____

_____ _____

SIGNATURE OF GRIEVANT DATE OF SIGNATURE

GRIEVANCE DECISIONS

SUPERINTENDENT:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

SIGNATURE OF ADMINISTRATOR DATE

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY. A COPY OF THE DECISION MUST BE SENT TO THE ASSOCIATION PRESIDENT AT THE SAME TIME THE DECISION IS SENT TO THE GRIEVANT.