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MASTER AGREEMENT

BETWEEN THE

Teays Valley Education Association

AND THE

Teays Valley Local Board of Education

July 1, 2025 to June 30, 2028

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ARTICLE I
RECOGNITION

A. Recognition

1. The Teays Valley Local Board of Education, hereinafter referred to as the "Board", recognizes the Teays Valley Education Association (TVEA), OEA/NEA/CENTRAL, hereinafter referred to as the "Association" as the exclusive and sole bargaining agent for all classroom teachers, counselors, and special teachers.

2. Substitutes employed in the Teays Valley Local School District on a continuous basis in the same position for a period of sixty (60) days or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and /or Sections 3319.11 and 3319.111 ORC. Substitute teachers thusly employed shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board. Inclusions in the bargaining unit shall remain until the return to duty of the teacher whose position the substitute was employed to fill or the end of the current year whichever shall come first.

   The Association recognizes that casual day-to-day substitute teachers, the Superintendent, Principals, Assistant Principals, and other supervisory and administrative personnel are excluded from the bargaining unit.

B. Definition

Bargaining unit members shall mean any member of the bargaining unit, as defined in A (1) above.

C. Membership in Professional Organizations

The Board and the Association recognize that certificated personnel have the right to join or not to join the Association, and that membership in the Association shall not be required as a condition of employment or continued employment.

ARTICLE II
RIGHTS

A. Management Rights

The Association recognizes the Board as the locally elected body charged by the Statutes of the State of Ohio with the establishment of policies for public education in the Teays Valley Local School District and as the employer of all certificated personnel of the school system. The Board shall have all rights as provided under the laws of the State of Ohio and the United States.

B. Association Rights

The Association shall have the exclusive organizational rights as listed in this Article.

1. Board of Education Information

a. Board Meetings – Prior to each regular or special Board meeting, the board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular or any special meeting; (3) any final budget or appropriation resolution; and (4) complete June Treasurer's report.

b. Notice of Board Meeting – The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

c. Board Meeting Participation – The Board shall allow upon the submission of a written request from the Association President to the Superintendent, a reasonable period of time, not to exceed ten (10) minutes, to speak during the time reserved for public discussion at regular Board meetings.

2. Directory Information

By October 1 of each school year, the Board shall provide the Association with a list of the names, addresses, and building assignments for all bargaining unit employees.

3. School Mail

The Association may make use of the regular school mailboxes and e-mail system, provided that said use does not interfere with the Board's operational needs for the mailboxes or IT system.

4. Use of Bulletin Boards

The Association may use bulletin boards in school offices and teachers' lounges for Association-related communication and notices, provided that said use does not interfere with the Board's operational needs for the same.

5. General Teachers Meetings

The Board shall allow the Association to address teachers for a reasonable period of time, up to (30) minutes during the general teacher's meeting at the beginning of the school year.

6. Use of School Building

Right – The Association shall have the right to use the school building for Association meetings after the teacher workday.

Advance Notice – The Association will give the building principal reasonable advance notice of its desire to use a particular building for

a meeting so that provisions may be made for appropriate custodial or security service.

Charge – The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

7. Use of School Equipment

The Association may use school telephones, computers, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. The Association shall reimburse the Board for all long distance calls including applicable tax. When the Association uses the school copier, the Association shall purchase the paper. The Association will purchase copying paper from the Board at Board cost.

8. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the regular school day; or during the teachers lunch and/or conference period; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in anyway, interfere with scheduled student-teacher, parent teacher, or administrator-teacher conferences or other school functions or activities. Such transaction of Association business during a conference period shall in no way interfere with a teacher's need to prepare for classes. All visitors, including Association representatives must report to the building office during teaching hours before transacting such business and sign in.

9. Released Time for the Association

Duly elected or designated representatives of the Teays Valley Education Association (TVEA) will be released from duty without loss of pay to attend official meetings of the National Education Association, Ohio Education Association, and Central Ohio Teachers Association. Such released days shall be limited to a cumulative total of six (6) days.

10. Discussion Forum

A forum shall be established with five (5) members appointed by the Board and five (5) members appointed by the Association. The purpose of such a forum shall be to constructively exchange ideas and information regarding curriculum, discipline issues and other district concerns. Co-chairpersons shall be elected by each group of appointees.

The co-chairpersons shall have the responsibility to set the agenda for each meeting. There shall be at least 2 meetings yearly (November, April). Other meetings will be scheduled upon mutual agreement of

the co-chairpersons.

11. All bargaining unit members shall have the right to attend all school functions and events free of charge excluding charity functions and/or booster sponsored events, or the like (Examples: Cabaret and Donkey Basketball and Theatrical productions).

12. The Board and its agents will make its best effort to include Association members during the hiring process of new employees or hiring committees.

C. Individual Rights

1. Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, age, creed, national origin, sex, religion, disability, and/or sexual orientation, or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.

2. The provisions of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, creed, national origin, sex, religion, disability, and/or sexual orientation.

3. Nothing in this document shall prohibit any member of the bargaining unit from communicating his/her views to the Superintendent or the Board.

D. Union Dues

The Board shall deduct and pay to the Association union dues for each bargaining unit member who elects to join the Association. The Association shall provide the Board's Treasurer with the amount of the dues by September 30 each year. The Association on behalf of itself and the OEA and NEA agrees to indemnify the board, its members, officers, Treasurer, and employees in the Treasurer's office, for any cost or liability incurred as a result of the implementation and enforcement of this provision.

1. The Board shall notify the Association president in writing of any claim made or action filed against the employer by a non-member for whom indemnification may be claimed.

2. The Association shall reserve the right to designate counsel to represent and defend the employer. The Association shall extend to the Board the right upon request to have the Board's attorney to be informed regarding the case. The Board reserves the right to waive indemnification by the Association at the start of the defense, provided the Board agrees to actively defend this provision with the Board's own counsel.

3. 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 curia in the action.

ARTICLE III
NEGOTIATIONS PROCEDURE

A. Purpose, Scope, and Successor Agreement:

1. Purpose – The purpose of negotiations is to reach agreement on issues submitted for negotiations by the parties.

2. Scope – The scope of negotiations shall be limited to wages, hours, terms and other conditions of employment, and the continuation, modification and deletion of a provision of this Master Agreement.

3. Successor Agreement – Negotiations for a successor agreement shall be in accordance with Ohio Revised Code, Chapter 4117, except as noted herein.

B. Directing Requests

1. Notice to Negotiate - A notice to negotiate may be submitted by the Board to the Association President or by the Association to the Board through the Superintendent. The initiating party shall send a copy of the notice to negotiate to SERB between February 1 through February 28 of the year the contract is set to expire.

2. Initial Meeting - Within ten (10) calendar days after the notice to negotiate is received, the representatives of the Association and the Board will mutually agree to the time, location of the meetings and the date negotiations shall begin. Negotiations shall begin no earlier than March 1 nor later than April 30.

3. Exchange of Proposals - The parties shall exchange their respective written proposals prior to the initial negotiation session. No new items shall be submitted thereafter except upon mutual agreement of the teams.

C. Negotiating Meetings

1. Format - Meetings shall be closed to the public unless mutually agreed to.

2. Schedule - All meetings shall be scheduled with no interruption of or resulting interference with school hours unless previously agreed to by both the Board and the Association. If it becomes necessary to conduct negotiations during school hours, release time shall be provided.

D. Representation

1. Team Composition - The negotiation teams of the Board and the

Association shall not have more than eight (8) members, a majority of whom shall be employees or officials of the district.

2. Selection - Each party has the right to choose their representatives either from within or outside the school district and each party shall clothe their representatives with the power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Procedure While Negotiations Are In Progress

1. Caucus - The chairperson of either group may recess his/her group for independent caucus at any time for a period of thirty (30) minutes or as otherwise mutually agreed.

2. Protocol - No action to coerce or censor or penalize any negotiating participant shall be made or implied by any member as a result of participation in the negotiation process.

3. Item Agreement – As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party's chief negotiator.

4. Schedule of Meetings – Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

5. Final Agreement – No agreement shall be considered final until after ratification and approval by the Association membership and the Board of Education.

6. Press Releases – Prior to impasse, no press releases shall be issued without mutual agreement of the parties.

F. Agreement

When agreement is reached on those matters being negotiated, the outcome shall be reduced to writing and submitted first to the Association and then to the Board for formal approval. Following the conclusion of negotiations the Association shall have up to (30) days to take a ratification vote. Following the Association's ratification vote, the Board shall have (30) days or until the next board meeting days to take its ratification vote. Every effort will be taken to conduct a vote in a timely manner.

G. Impasse

1. In the event negotiations are not completed within sixty (60) days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Upon such request by either party, the parties shall submit a joint written request to the FMCS to provide a mediator to facilitate

bargaining. Mediation shall begin as soon as the mediator is available and shall continue until the expiration of the collective bargaining agreement, and, if the parties mutually agree, may continue thereafter. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

2. In the event there are costs and expenses which may be incurred in securing and utilizing the service of a mediator, such costs will be shared equally by the Board and the Association.

3. The impasse procedures contained herein shall supersede and replace the impasse procedures contained in 4117.14, Ohio Revised Code, except that the Association retains all rights contained in 4117.14(D)(2) of the Ohio Revised Code.

H. Final Document

There shall be three (3) signed copies of the final agreement. One copy shall be retained by the Board, one by the Association, and one shall be submitted to SERB.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions

1. "Association" shall mean the Teays Valley Education Association.

2. "Administration" shall mean the Superintendent, Assistant Superintendent, Principals, Assistant Principals and Directors.

3. "Board of Education" and the "Board" shall mean the Teays Valley Local Board of Education.

4. "Days" shall mean working days as designated in the school year calendar except legal holidays unless specified otherwise and except for summer break when days shall mean days when the administrative offices of the school district are open for business.

5. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.

6. "Grievant" shall mean a teacher(s) or the Association initiating a claim.

7. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.

8. "Teacher" shall mean a member of the bargaining unit.

B. Rights of the Grievant and the Association

1. Any bargaining unit member is entitled to bring a representative of their choosing to any meeting with their immediate supervisor or an administrator, if the member elects to have a representative present.

2. A grievant may be accompanied at all times and at all steps of the grievance procedure by a representative of the Association of their choosing.

3. The Employer recognizes that any bargaining unit member is entitled to be free of questioning about conversations the member has had with the member's Association representative.

4. The purpose of these procedures is to secure, at the lowest level, administrators having authority to resolve the grievance, equitable solutions to grievances'.

5. All parties agree that the grievance will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of a party-in-interest will automatically provide a five (5) day extension.

2. If grievant does not file a grievance in writing within thirty (30) working days of the occurrence of the act or condition on which the grievance is based, or the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.

3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered, or mailed by certified mail with return receipt requested. The Association shall receive copies of all notices.

5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

D. Informal Procedure

A grievance may first be presented to the Principal or Immediate Supervisor (as defined in A-7 above) in an attempt to resolve the problem.

E. Formal Procedure

1. Step One - If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be (pursued) further by submitting a completed Grievance Report Form. A copy of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, the Association, and the Superintendent.

2. Step Two - If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall complete the Grievance Report Form, Step II, and submit the same to the Superintendent within ten (10) days of the receipt of its disposition at Step I. Within ten (10) days of receipt of the grievance form, the Superintendent shall meet with the grievant. Within five (5) days of the meeting, the Superintendent shall write a disposition of the grievance by completing Step II of the Grievance Report Form and forwarding a copy to the grievant, the Association, and the Immediate Supervisor.

3. Step Three – If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant shall file a written appeal with the Treasurer of the Board within ten (10) days of the receipt of its disposition at Step II. At the next regular or special meeting of the Board, the Board shall meet with the grievant and the Association representative in an executive session for the grievant to present the rationale of his/her grievance.

   The Board shall have the right to request the presence of the Superintendent and/or the Immediate Supervisor.

   Within ten (10) days of such a meeting, the Board shall send a written response to the grievant; copies shall also be provided to the Association, to the Superintendent and to the Immediate Supervisor.

4. Step Four – If the Association is not satisfied with the disposition of the grievance at Step III, the Association may within ten (10) days from the receipt of the Step III answer, request a hearing before an arbitrator by completing Grievance Report Form, Step IV, and submitting it to the Superintendent.

5. Arbitration

The Association and/or its designated representative shall file a joint request to the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue his/her decision in accordance with the rules of AAA. The decision of the arbitrator shall be final and binding on the parties and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the collective bargaining contract nor add to, detract from, or modify the language therein. The arbitrator shall not substitute his/her judgment for that of the Administration relative to job evaluation and/or transfer and assignment of employees.

6. Costs

The cost of the arbitrator's services and rent, if any for the hearing room, shall be equally paid by the Board and the Association.

F. Withdrawal

A grievance may be withdrawn at any level without prejudice or record.

ARTICLE V
LEAVES

A. Sick Leave

1. Unit members shall accumulate sick leave at the rate of one and one-quarter (1¼) days per month.

2. Unused sick leave may accumulate to a maximum of two hundred sixty (260) days.

3. Employees may use sick leave for absence due to the following reasons:
   a. Personal illness, injury, or illness attributable to pregnancy disability.

   b. Exposure to a contagious disease with certification from a physician as to the medical necessity of the employee's absence.

   c. Illness in the immediate family (immediate family is defined to include parents, parents-in-law, grandparents, grandchildren, sister,

sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, and such other persons who may live with the unit member as a member of the household or who, by reason of special circumstances, stand in the place of the above enumerated individuals, including, but not limited to, "step" relatives.

d. Death in the immediate family (as defined in c. above) for only those days which exceed the maximum allowed under the Bereavement Leave section.

e. Each employee shall be entitled to an advance of ten (10) days of sick leave regardless of whether that amount has been accumulated. These ten (10) days shall constitute a part of the total days for which the employee is eligible to earn during the contract year and shall be subsequently earned to avoid recoupment.

f. Adoption of a child, not to exceed six (6) weeks.

4. In the event that a unit member exhausts his/her sick leave due to a severe illness, injury or disability, that member may request sick leave days from a "bank" of days voluntarily donated by unit members to a "District Sick Leave Bank".

   a. The District Treasurer and a designated Association Representative shall jointly develop a format which will assure equitable treatment of all bargaining unit members.

   b. In no instance shall a unit member be allocated more than thirty (30) days from the "bank" in any given contract year, unless mutually agreed upon by the Superintendent and the TVEA President.

   c. In no case shall this plan prevent or prolong a unit member's application for and going on disability retirement.

5. Deduction of sick leave for fractional parts of a day will be made in increments of one-fourth (1/4), one-half (1/2), three-fourths (3/4), or a full day to the nearest equivalent.

6. After exceeding a total of 10 non-consecutive sick days in a school year (excluding quarantine days pertaining to exposure to communicable and/or contagious diseases in the workplace), employees will provide a reason for the use of sick time in AESOP or may choose to communicate it directly to their immediate supervisor.

7. Where there is an expectation that a unit member will use in excess of five (5) consecutive days of sick leave, the employee shall inform the superintendent or his designee of the number of anticipated days to be used. If the absence continues beyond ten days for the reason of illness, the Board may request a verification statement from a physician. The employee shall provide the Board three (3) days' notice prior to the expected return from sick leave.

8. Use and accrual of sick leave days shall be reported to each unit member by the Treasurer as a part of the payroll information on the check stubs.

9. Deduction of sick leave shall not be made for those days when schools are closed due to calamity.

B. Personal Leave

1. Personal leave is available for teacher absence with pay for up to four (4) days unrestricted days annually.

2. Employees are encouraged to use personal leave for legal, business, family, and emergency matters, which cannot otherwise be managed after normal school hours. However, its use shall remain a personal matter and no reason shall be submitted for approval.

3. Such leave shall be subject to the following restrictions:

   a. Personal leave may be used the day before or the day immediately following vacation or holiday periods or during the first or the last week of the school year. However, employees will be docked TWO days, instead of one. If extenuating circumstances exist, members may communicate with their immediate supervisor to override the double deduction provision.

   b. Not more than fifteen (15%) percent of bargaining unit members in any given building shall be approved for professional and/or personal leave for any one (1) workday. Such a limit will be applied on a first-come, first-serve basis. Emergencies will be exempted from this restriction.

4. At the end of each school year, all personal leave that has not been utilized by a bargaining unit member shall automatically be converted to sick leave.

C. Professional Meetings

1. The Association shall submit to the Superintendent by August 15 a list of annual department and curriculum conferences held during the school year. In the event the Superintendent decides that everyone requesting to attend the conference will not be allowed to attend, the

Superintendent shall recommend to the Association President the number of participants who may attend each conference. The Association will select the participants on a yearly rotation basis. (Example – A person attending an annual department or curriculum conference one school year would go at the end of the list to attend the conference the following school year.)

2. Requests for attendance at professional meetings shall be submitted through the Principal to the Superintendent. The Superintendent or designee will review and sign off all applications for approval or denial. The Superintendent and the Board retain sole discretion to approve or deny requests to attend professional meetings and activities.

3. During the first semester, no more than 75% of the professional meeting budget shall be allocated for professional meetings. In the event a meeting is after the first semester but is approved before the end of the first semester, for allocation purposes, it would be counted as part of the first semester allocation. The remaining 25% are to be allocated after the first semester.

4. The Board shall reimburse all reasonable necessary and actual expenses for registration, meals (not to exceed $25 per meal), transportation, lodging, parking, and mileage provided that proper receipts are presented as a part of the statement of expense on forms approved by the Board. Employees must estimate the anticipated expenses for which reimbursement will be sought at the time of approval by the Superintendent.

5. The bargaining unit member may request an advance on registration fees to attend an approved convention/conference. If the member does not attend said convention/ conference, or if the advance exceeds the actual and necessary costs, the advance or portion thereof shall be refunded by the member within thirty (30) days of receipt of such advance.

D. Mandatory Court Appearances and Jury Service

1. If in the course of performance of professional duties, and as a result of action arising out of the performance of such duties, a unit member is served with a subpoena issued by any court or agency resulting in involuntary absence from school, the unit member's salary shall be paid. Paid leave shall not be available to bargaining unit members initiating or pursuing action against the Board of Education, its employees or agents. Any monies received from court or agency, less parking and meals, shall be reimbursed to the Board.

2. Any bargaining unit member serving on jury duty shall be paid his/her salary for each working day served as a juror. All monies received from the Court minus parking and meal expenses shall be reimbursed to the

Board.

3. A bargaining unit member shall not be required to use personal leave for the lawful will of a court or agency.

E. Bereavement Leave

1. A bargaining unit member shall be entitled to a collective annual total of five (5) days leave for death in the immediate family as defined in Section A-3-C of the contract, death of relatives not included in the immediate family definition, and/or a close friend.

2. This leave shall not be cumulative from one year to the next.

3. Any days beyond the five (5) permitted under this section shall be chargeable against appropriate other leave (first against sick leave if available; secondarily to personal leave).

F. Unpaid Leaves of Absence

1. Application for unpaid leaves of absence shall be made to the Superintendent at least thirty (30) days prior to the commencement of such leave. (In the event circumstances dictate a shorter notice, the time frame shall be amended accordingly).

2. During such leave the bargaining unit member shall have the option to purchase COBRA when the board premiums expire. Upon return from leave, a bargaining unit member shall be assigned to a position for which he/she qualifies; there is no assurance that the assignment will be the one which had been vacated, nor is there a guarantee of assignment to the same building and/or grade level.

3. Upon return from leave, the employee shall assume the same position of the salary schedule unless the employee has accrued one hundred twenty (120) or more days teaching service during the year in which leave was granted.

4. Individuals on leave shall notify the Superintendent in writing of their intent to return by:
   a. For first semester leaves – November 30

   b. For second semester or full year leaves – March 1st

   c. If notification is not received by the applicable date, the bargaining unit member will resign their position, including any supplemental contacts, with no further action from the board required. In the event, extenuating circumstances exist whereby the bargaining member is unable to communicate their wishes, the superintendent will work directly with the bargaining unit

member to reach a resolution.

G. Maternity/Paternity/Child Care/Adoption Leave

1. Any bargaining unit member shall have the right to an unpaid leave of absence for the purpose of maternity/paternity/child care/ or adoption.

2. During the period of maternity disability the bargaining unit member is entitled to use sick leave.

3. A bargaining unit member requesting unpaid leave under this section shall have the right to such leave providing that the request is submitted to the Superintendent thirty (30) days prior to the commencement of such leave. (In the event that circumstances dictate a shorter notice, the time frame shall be amended accordingly).

4. Upon request, such unpaid leave shall be granted for the reminder of the semester, and if requested, extended for the remainder of the school year (if the initial semester is the first semester of the school year).

5. One additional full school year's leave of absence shall be granted if requested.

H. Disability Leave of Absence Without Pay

1. Upon the receipt of a written request documented with a physician's statement from a bargaining unit member, the Board shall grant an unpaid disability leave of absence for a period of not more than one (1) school year or for the remainder of the current school year.

2. If circumstances warrant and a written request is received, an additional full school year shall be granted provided that such request is accompanied by a physician's certification that there is a continuing disability.

3. The employee shall not earn pay or sick leave during the period of disability leave of absence.

I. Military Leave

The Association and the Board agree to abide by the Statutes in the Ohio Revised Code governing military leave.

J. Assault Leave

1. Any member of the bargaining unit who is unable to perform his/her contract duties due to physical disability directly resulting from an assault which he/she is in the course of Board employment, while on duty, either on school grounds during school hours or where requested/required to be in attendance at a school function, shall be eligible to receive assault leave.

2. Assault leave shall be for a maximum of 65 days in a school year.

3. To be eligible for assault leave, the employees shall submit to the Treasurer, a signed statement indicating the nature of the injury, the date of its occurrence, the identity of the person(s) causing the assault, if known, and the facts surrounding the assault. Assault leave will not be deducted from sick leave.

4. Full payment for assault leave, less Worker's Compensation, shall not exceed the members per diem rate of pay and will not be approved for payment unless and until the requirements above are met.

5. The employee who is assaulted shall if possible, file criminal charges against the assailant.

ARTICLE VI
JOB SECURITY

A. Evaluation

1. Purpose of Evaluation

   a. To assess the performance of the professional staff so that appropriate employment decisions may be made.

   b. To determine the renewal of an employee's limited contract.

   c. To improve the quality of instruction.

   d. To improve staff performance through observation of the entire educational process.

   e. To encourage and promote acceptable levels of instructional performance.

   f. To assess and identify elements of the individual's performance which are in need of improvement and to suggest ways and methods in which professional improvement can be achieved.

The Teays Valley Local School District adopted a teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011 that aligns with the Standards for Teaching Profession and is attached hereto as Exhibit G. Teachers subject to the OTES 2.0 evaluation framework shall be evaluated consistent with Article VI(A) and Exhibit G. Counselors shall be evaluated consistent with the Board's policy regarding the evaluation of counselors adopted to conform to the Ohio School Counselor Evaluation System ("OSCES"). Bargaining unit members not subject to OTES 2.0 or OSCES shall be evaluated consistent with procedures adopted by the Superintendent.

2. Evaluation Procedures

a. The first and the third, if necessary, observation of the school year shall be preceded by a conference between the evaluator and the teacher at least (3) days prior to the observation.

b. The observation should not occur the day prior to the following Thanksgiving, Christmas, Spring break, or when the employee has had an extended absence, including but not limited to maternity/paternity/adoption leave. No observation or evaluation shall be conducted after May 10th and/or within three (3) days after the beginning of a new semester.

c. Every newly employed teacher will have a pre-evaluation conference with the evaluation-taking place early in the school year. A volunteer mentor teacher may be provided to assist the new teacher throughout the first year. The mentor teacher shall play no part in the evaluation.

d. An employee shall clearly understand when his/her professional performance is not acceptable. When the individual is made aware of such a situation, he/she shall be placed on an improvement plan Improvement plan status indicates that serious deficiencies have been observed and properly documented and without acceptable improvement, the employee's contract status may be in jeopardy. The employee will be provided a copy of all information, material, or documentation that the administrator relied upon in placing the member on review status. Additionally, the President of the Teays Valley Education Association will be provided written notice of the name of the teacher who is being placed on an improvement plan.

e. It is agreed that in order for an opportunity for improvement, an employee on an improvement plan, which includes recommendations, upon request of a mentor, and time to correct the deficiencies. An additional evaluation will be scheduled. The mentor shall be designated by the President of the Teays Valley Education Association. The employee shall be provided a copy of the plan for improvement. However, this provision shall not prohibit the Board of Education from initiating a non- renewal in the event deficiencies are noted for the first time after March 1 and prior to the renewal determination which must be made no later than June 1.

The administration shall provide recommendations for improving any deficiencies noted.

f. Evaluation shall be based upon performance observed in classroom observations as well as performance deficiencies documented and which occur outside regular classroom observations.

g. Each teacher shall be evaluated according to Board's Evaluation Policy outlined in Exhibit G. Evaluations shall include at least one (1) formal holistic observations of at least thirty (30) consecutive minutes, one (1) formal focused observation, and at least two (2) classroom walkthroughs if the teacher is available and in attendance. If the Board changes the evaluation policy to conform to new legal requirements, the new policy will replace the current Exhibit G.

h. For those teaches who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal or are found deficient to the extent that adverse personnel action may result, a total of three (3) formal observations must be conducted by the first day of May.

i. A conference to discuss the observation shall be held and a report shall be given to the teacher no later than five (5) days after the observation. If a need arises, the principal may state in writing to the teacher that he needs an additional five (5) days to hold the conference.

j. The teacher will then have the option to review the evaluation for two (2) days during which time the teacher may add his/her comments and sign the evaluation form. In the meantime, the principal has maintained a copy of the evaluation. The evaluation will be placed in the personnel file if the teacher fails to return the signed document after five (5) days.

k. When the teacher turns in the signed evaluation form, the principal shall provide the teacher with a copy of the signed form within five (5) days.

l. A classroom walkthrough is any observation of less than 30 minutes. Each walkthrough shall be followed by a separate written or digital report of the results of the walkthrough. If concerns or deficiencies are noted in a walkthrough then a conference shall be held to discuss it no later than five (5) days after the walkthrough. There shall be no more than four (4) walkthroughs per semester. However, nothing in this section shall prevent an administrator from visiting a classroom and reporting performance deficiencies that may occur outside the regular classroom observations.

m. All teachers' evaluations shall be completed by the first day of May and each teacher shall be provided with a written copy of the evaluation results by the tenth of May.

3. Due Process

If an employee with more than three (3) years of experience believes

the evaluator has violated the procedure, the employee must file a written grievance in accordance with Article IV of the grievance procedure of the parties' contract.

B. Non-Renewal of Limited Contracts

The provisions of this article shall not apply to supplemental contracts, which are granted for one year only at the discretion of the Board and the Administration.

For the purposes of this provision, an employee must work at least 120 days per school year in order to be considered a year of employment.

The Superintendent will provide written notice of the intent to recommend nonrenewal five (5) days before the Board of Education meeting when action will be taken. An employee shall have the right to meet with the Superintendent prior to Board action and/or be provided written reasons for the Superintendent's recommendation of non-renewal. Further, the employee shall have the right to request to meet with the Board in executive session to explain to the Board why he/she believes that he/she should be re-employed. The Board and the employee have a right to representation at this meeting.

The Superintendent or designee shall hand-deliver, if possible, to the employee the letter recommending non-renewal.

Teachers employed less than twenty (20) hours per week and teachers employed on an hourly or as-needed basis whose employment does not exceed twenty (20) hours in any given week who teach "at risk" and/or disabled students (SBH, DH, LD) shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Sections 3319.11 and 3319.111 O.R.C. Teachers thus employed shall have no right to employment or re-employment in any subsequent year unless offered a regular contract of employment by the Board.

It is agreed that the non-renewal provisions contained herein supersede and replace 3319.11 of the Ohio Revised Code, except that written notice of the Board of Education action to non-renew must be provided to the teacher no later than June 1.

Contract Termination

1. No continuing or limited contract shall be terminated during its term except for good and just cause. Employees shall have the right to appeal such termination through the negotiated grievance procedure.

This provision shall supersede and replace O.R.C. 3319.16 and 3319.161 relating to contract termination.

Effective July 1, 2025 and thereafter, this Article VI, Section B shall not apply

to an individual who is hired to fill a position that was either posted or filled after July 10th. Such individual shall receive a one-year limited contract that expires automatically and non-reemployment action under Section 3319.11 of the Ohio Revised Code, Article VI, Section B, or any other provision of the Master Agreement shall not be required.

C. Sequence of Limited Contracts

1. Limited contracts issued after the effective date of this agreement to all bargaining unit members who do not qualify for a continuing contract shall have the following duration:

   a. Initial Contract One (1) year
   b. Second Contract One (1) year
   c. Third Contract One (1) year
   d. Fourth Contract Two (2) year
   e. Fifth Contract & Thereafter Five (5) years

2. Upon the recommendation of the Superintendent, the Board may issue a one (1) year probationary contract at the end of the contract, sequence if under the following provisions:

   a. The Superintendent or his designee notifies the teacher five (5) working days in advance of the regularly scheduled April Board meeting of the intent to issue a probationary contract with professional improvement goals attached to the same.

   b. The issuance of a probationary contract shall be based on less than satisfactory performance of contracted duties, as demonstrated by evaluations and informal observations.

   c. Upon the expiration of the probationary contract period, the member of the bargaining unit must be advanced to the next contract sequence or properly notified of the Board's intent to non-renew the contract pursuant to the terms of this agreement.

   d. A probationary contract shall be issued no more than once to any given employee during the course of employment with the Teays Valley Local School District.

3. Those employed prior to the effective date of this contract will complete their current limited contracts before being placed appropriately (based on system experience) in the aforementioned sequence.

4. A teacher who becomes eligible for a continuing contract during the term of a multi- year limited contract shall notify the local Superintendent in writing by October 1, and upon request, will be considered for a continuing contract at the April Board meeting at which time personnel employment is considered.

5. Retired Employees Re-employed by Board in bargaining unit positions:

a. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Teays Valley Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Teays Valley Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

b. All retired teachers shall be placed on Step 0 of the teacher's salary schedule training column. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

c. If a teacher hired pursuant to this provision wishes to utilize the health insurance plan offered by the Board, the Board shall be obligated to provide that employee a single plan and pay the same percentage for the single plan premium as it does for other members of the bargaining unit. If the teacher employed pursuant to this provision wishes to utilize the Board's health insurance coverage and signs up for a family plan, then the Board of Education shall be obligated to pay 50% of the premium for said family plan with the employee paying the remaining 50% of the premium.

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

e. Each one year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not re-employ the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. The evaluation procedures required of regular teachers by law (Revised Code 3319.11, 3319.111) and this contract shall not apply to retired teachers reemployed by the Board. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retiree.

f. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

g. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.

h. Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit. In addition, teachers employed pursuant to this provision shall not be permitted to accumulate personal leave days and carry them over into the next school year if re- employed by the Board. Teachers employed pursuant to this provision shall start each new school year with a personal leave balance of zero.

All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, Sections 3319.11, 3319.111 and Chapter 3317 of the Ohio Revised Code.

D. Discipline

No member of the bargaining unit shall be disciplined without just cause.

E. Reduction in Force

1. The Board may institute a reasonable reduction in force by reason of declining enrollment, return to duty of regular teachers after leave of absence, suspensions of school or territorial changes, or financial reasons.

2. When a reduction in force becomes necessary, it shall occur in the following manner:

   a. Natural attrition through retirement, resignation, non-renewal or leave of absence to the extent possible.

   b. Non-tenured teachers holding temporary certification will be the first suspended.

   c. Fully certificated teachers who hold limited contracts will be the next suspended.

   d. Teachers who hold continuing contracts shall be given preference so that they are the last persons suspended within the certification/license area to be reduced.

3. In making such reductions by suspending contracts, the Board will proceed in accordance with the recommendation of the Superintendent who shall give preference to continuing contracts.

4. Seniority shall be defined as the length of continuous full time service

as a bargaining unit member and shall not be interrupted by approved leaves of absence. Should a tie occur in determining seniority, the tie shall be broken by the date of the official Board action with respect to employment; and then by the date the Board's offer was accepted in writing; and then by the date by which the initial job application was submitted.

5. Reductions shall be made by the Superintendent in those areas of certification/licensure recommended for the reduction as follows:

   a. Those limited contract teachers with an evaluation rating of "ineffective" shall be suspended first.

   b. Teachers with a limited contract and an evaluation rating of "developing" and who have an improvement plan shall be suspended next.

   c. Teachers with a limited contract and an evaluation rating of "developing" without an improvement plan shall be suspended next.

   d. Teachers with a limited contract and an evaluation rating of "skilled" or "accomplished" without an improvement plan shall be considered "comparable" for purposes of RIF, such that those teachers with these evaluation ratings and having the least seniority will be the next to be suspended.

   e. If a teacher has not been evaluated in the most recently completed school year, he/she will not be RIFed.

   f. Evaluation ratings for purposes of RIF and recall shall only include the principal's evaluation rating and shall not include the high quality student data calculations.

6. Once it is determined which teachers are to be suspended, the Board shall establish a RIF list and such list shall be given to the Association.

7. A teacher whose name appears on the reduction in force list shall be offered re employment when a position becomes available for which he/she is certificated. However, a teacher suspended with an evaluation rating of "ineffective" shall not be placed on the RIF list and shall not be recalled. Teachers on the RIF list shall be recalled in reverse order of layoff. No new teachers shall be employed by the Board while there are teachers on the RIF list who are properly certificated for any such opening. Teachers shall remain on the RIF list for a period of twenty-four (24) months.

8. Teachers being recalled shall be notified by certified mail to the

teacher's last known address and shall have twenty (20) calendar days from the date of receipt to respond affirmatively. It shall be the teacher's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

9. Any bargaining unit member whose contract is to be suspended as a result of the reduction in force shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified to perform, provided that his/her principal's evaluation rating is comparable or higher than the less senior teacher's principal's evaluation rating. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of the notification of "lay-off". A member who is displaced according to this section is entitled to the same displacement rights vis-à-vis any less senior member provided that his/her principal's evaluation rating is comparable or higher than the less senior teacher's principal evaluation rating.

10. Any teacher having certification in more than one area who exercises the right of displacement as authorized in #9 above, shall be reassigned at the discretion of the Superintendent so long as such reassignment is in an area for which such teacher has a valid certificate.

F. Criminal Records Check

a. The parties acknowledge that any person who is new to the district and is hired into a bargaining unit position is employed only conditionally until the Superintendent receives a satisfactory criminal record report. A person hired conditionally on this basis in the bargaining unit shall receive the negotiated salary, fringe benefits, and other terms of the Master Contract except that the parties acknowledge that O.R.C. 3319.39 requires the immediate release of a conditionally-hired employee if the criminal records check discloses a conviction or guilty plea to one of the criminal offenses specified in O.R.C. 3319.39 and the employee has not met the standard of the State Department of Education for rehabilitation. If and when the Superintendent receives a criminal records report disclosing conviction of or guilty plea to such a crime, the conditional employment shall be revoked and the Superintendent shall hold a conference with the conditionally hired employee at which time the employee may be represented by the Association. The local Superintendent shall provide the employee with a copy of the adverse criminal record report and explain that release of the employee is required by law. The statutes pertaining to the non-renewal and/or termination of teachers shall not apply to the release of a conditionally hired employee as required by R.C. 3319.39.

There is no right of appeal or grievance from a revocation of conditional employment.

b. For all employees hired after July 1, 2008, if a criminal records check discloses a disqualifying offense as defined under O.R.C. 3319.39, the Board of Education may remove such employee upon written notice to said employee. If the employee can establish that the criminal records check is in error within thirty (30) days of the notice of removal, the employee will be reinstated to his/her position.

ARTICLE VII
TERMS & CONDITIONS

A. Personnel Files

1. The official personnel file of each professional staff member shall be maintained in the central administrative office; the superintendent, other administrators, the treasurer and their assigned clerical personnel shall have access as related to the maintenance of the files.

2. A professional staff member, upon request, shall have access to his/her respective personnel file to review its contents. Any such review shall be held during regular office hours and in the presence of the Superintendent or his designee. The professional staff member may be accompanied by a representative.

3. Confidential information such as college or university ratings, letters of reference from university staff, individuals or previous employers are specifically exempted from such a review. The administrator shall remove any such information from the file before the review.

4. Any member shall be notified of the intent to place material in their personnel file which may be considered critical of their conduct, service, character or personality. Thereafter, each professional staff member shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to the personal or professional interest of such professional, and have such response attached to the specific material.

5. Each professional staff member shall have the right to indicate those documents and/or materials in his respective personnel file, which he believes to be obsolete, inappropriate, untimely and/or inaccurate. The staff member shall have the right that obsolete, inappropriate, untimely and/or inaccurate materials be removed from the file and destroyed. Such a request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials the member shall have the right to initiate a grievance.

6. No materials dealing with the evaluation or discipline of a professional staff member will be placed in the personnel file without prior acknowledgment by the staff member that he/she has had the opportunity to review the material.

7. Any routine non-evaluative and non-disciplinary materials such as teaching certificates, transcripts, personal data forms, insurance materials, military certification, workers' compensation data, etc. shall not require prior acknowledgment by the staff member.

B. School Year & Calendar

1. The work year shall consist of one hundred eighty-five (185) days. Of these 185 days, one (1) day shall be a general meeting at the beginning of the school year, one-half (1/2) shall be a work day; a second day shall be scheduled at the beginning of the school year, one-half (1/2) of which shall be devoted to in-service education and the remaining one-half (1/2) shall be a work day; three (3) record keeping days shall be implemented (The 3rd Quarter/March Record-Keeping day may be utilized for district meetings, up to 50% maximum ONLY), one at the end of each semester; one (1) day shall be devoted to individualized professional development (this excludes employee compliance training such as Public School Works) and two (2) parent-teacher conference days.

2. The Board of Education shall set the school calendar. The school calendar adopted by the Board shall include a Spring break of at least one (1) week in length (Monday through Friday). Prior to setting the school calendar each year, a calendar committee shall meet composed of three (3) representatives appointed by the Association president and three (3) designees appointed by the Superintendent. The calendar committee can submit one and no more than three school calendars to the Superintendent for submission to the Board of Education by December 1 for its consideration and selection. If the calendar committee fails to provide the proposed school calendars to the Board of Education by December 1, then the Board will move forward to adopt the school calendar. The Association may notify the Superintendent which calendar it prefers.

   If the Board of Education fails to implement one of the school calendars proposed by the committee and wishes to implement a different calendar, representatives of the Board will meet with the committee and review the matter prior to taking formal action.

3. There will be a maximum of (5) calamity days per school year calendar. The Board and the Association will enter into a memorandum of understanding that complies with Ohio Revised Code Section 3313.482 to provide instruction via online delivery for the first three (3) calamity make-up days. Bargaining unit members will have the choice to work from home or report to their assigned building during the online calamity make-up days. Thereafter, the District may make up additional calamity days with students in attendance and bargaining unit members will report to their assigned buildings on such make-up days.

C. School Day

1. The work day for the members of the bargaining unit inclusive of at least a thirty (30) minute duty free lunch period shall be:

   Elementary: 7 hrs. 15 min. Middle/High School: 7 hrs. 25 min.

2. Each building principal will identify at the beginning of the school year a specific date each month for a regular monthly staff meeting. If an emergency exists, additional meetings may be called. Both regular and special meetings shall not extend the work hours more than one (1) hour. Staff meetings are not to be scheduled the day before a holiday dismissal.

3. The Board may adjust the start and end times of the school day at each building in the District as long as the length of the school day does not exceed the maximum limitations contained in this section.

D. Planning Time

Bargaining unit members shall have planning time within their respective assignments as follows:

1. High School – At least one (1) planning period per day of fifty (50) consecutive minutes while students are present.

2. Middle School – At least one (1) planning period per day of fifty (50) consecutive minutes, while students are present.

3. Elementaries – At least one (1) planning period of at least thirty (30) minutes per day while students are present and at least 210 minutes per week while students are present.

   The District will examine adding ten (10) minutes of instructional time to the elementary school day without extending the teacher workday. The District will need time to determine if elementary administrators can put together a schedule which permits a forty (40) minute planning time. The District will also need time to examine the impact to transportation. If the District is able to do this, the Board and Association may enter into an MOU for the 2025-2026 school year. This MOU could be renewable for the remaining two years of the collective bargaining agreement and be included in the contract language of the successor collective bargaining agreement.

The Board will employ substitutes to provide regularly scheduled planning time for elementary teachers during the times the libraries are closed at the beginning and end of the school year and when aides are absent.

4. Performing Substitute Work – An administrator shall not ask an

employee to substitute for another employee more than one time during a given school year. An exception to this provision may occur if the administrator and employee agree that an emergency situation has occurred, then that employee may be asked to substitute more than one time during the school year.

Teacher initiated requests for another teacher to substitute for limited periods of time for personal reasons, with principal approval, shall not be included in the above restrictions.

E. Class Size

The administration shall make an effort to equalize the class size throughout all buildings. The class size targets shall be 22 in grades K and 1, 25 in grades 2 and 3, and 28 in grades 4 and 5 at the elementaries and a target of a maximum of one hundred-fifty (150) pupils per day assigned for classroom instruction at the middle school and high school. Study halls, music groups, band, and other similar large group programs would be excluded.

If the class size target exceeds 20% or more of the maximum number of students across the grade level, the affected teachers will notify the principal and superintendent which will trigger the hire of either a teacher or a classroom aid. If the unit member exceeds the target class size, they may elect to be paid a stipend, which will be at the end of each semester. If the member chooses the stipend option, pay will be based on the semester class size average. The unit member will be paid 50% of the stipend each semester if class size exceeds target (See Exhibit H), or seek other alternatives in resolving the issue.

1.) The first semester stipend, representing half of the designated amount (see Exhibit H for amounts), shall be paid on or before the 2nd pay period in January.
2.) The second semester stipend, representing half of the designated amount (see Exhibit H for amounts), shall be paid on or before the 2nd pay period in July.

F. Vacancies, Transfers & Assignments

Vacancy Defined – A vacancy shall be defined as a job opening created by the death, resignation, retirement, transfer, promotion, non-renewal or termination of the teacher formerly filling such position or by reason of being newly created by action of the Board or Administration. The Board is not required to fill a vacancy.

1. Vacancies

a. All vacancies shall be posted in each building and sent to the teachers' work email address for five (5) working days except during the period between July 10 and the opening of school, when it will be for two (2) working days up until thirty (30) calendar days before the first student day. During this 30-day window vacancies

will be posted but the position may be filled at any time. "Working days" will be days upon which the administrative offices are open for business. All members desiring a transfer and/or having an interest in a specific assignment should it become vacant must submit a letter to the local Superintendent by May 1 expressing such in order to be considered. It shall be the member's responsibility to provide the local Superintendent with a telephone number at which he/she may be reached.

b. Vacancies occurring during the school year may be filled on a temporary basis with a substitute until the end of the school year.

All postings shall contain the required certifications – licensure to fill the position and shall be posted on the school district web site.

c. When filling vacancies, the Board shall consider the following criteria

i. Appropriate qualifications at the time of posting
ii. Experience

When the foregoing factors are substantially equal, preference shall be given to the applicant with the greatest seniority.

d. If a position is being eliminated that teacher will be given priority in the bidding process for the first position the teacher is offered.

e. After June 1st, once a teacher has accepted a posted position, he/she may not move from that position until the next school year, unless authorized by the superintendent.

f. The Board will attempt to fill vacancies from within the bargaining unit. However, nothing herein shall preclude the Board from determining that the best interests of the district can be served by filling a vacancy from outside of the district.

If an applicant does not receive a position he/she applied for, upon request, he/she will be given the reason in writing.

g. All supplemental contracts, which become vacant through a resignation, or due to the Board's decision to not offer an additional contract, will be posted for 5 days at the time the vacancy is known.

2. Involuntary Transfer & Assignment

a. A teacher being involuntarily transferred to another building shall be given the opportunity to meet with the Superintendent or his/her designee prior to said transfer to review the reasons for the transfer.

b. A teacher being involuntarily transferred to a different building will be placed only in a position for which the teacher is certified.

c. The reason for the involuntary transfer shall be a fair and honest reason and the Superintendent shall give this reason to the teacher in writing.

d. The decision of the Superintendent relative to the assignment and/or transfer of a member of the bargaining unit shall not be subject to the grievance procedure.

e. Should a bargaining unit member be transferred or reassigned to a new grade level or content area within fourteen (14) calendar days before the start of the school year, that member is eligible to receive two professional days.

3. In the event of redistricting, the Superintendent, or designee, will meet with the TVEA President to discuss procedures for staff reassignment. If the Parties do not reach agreement as to the procedures for staff reassignment during a particular redistricting period, the available positions will be posted as vacancies in accordance with Article VII of the Master Agreement.

G. Complaint Procedure

1. If any complaint, written or verbal, made to the Board, its members or any administrator by a parent, student, or any other member of the public concerning a bargaining unit member's CONDUCT is deemed to be serious enough to become a matter of record, the bargaining unit member shall be informed of the stated concern by the appropriate administrator and the unit member shall in turn attempt to resolve the party's complaint.

2. In the event that the complainant is not satisfied and requests to bring the concern to the Board, the bargaining unit member shall be so informed and shall have the right to provide information to the Board concerning the issue. In no case shall a complaint be grounds for action reprimanding or disciplining a unit member without prior notice to the member which would provide a minimum of seven (7) work days for the unit member to resolve the concern or provide information on the issue to the administration. If the concern is heard by the Board it shall occur in executive session. The unit member and/or his representative shall be afforded the opportunity to be present and to be heard.

H. Required Meetings or Hearings

Whenever any employee is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given no more than five (5) days nor less than two (2) days prior to the meeting written notice of the time and nature of the meeting and

shall be entitled to have present an Association representative.

I. Record Keeping Days

There shall be no scheduled workshops during teacher record keeping days unless by mutual agreement of the bargaining unit members involved. Excluding the March Record- Keeping day, which may be utilized for meetings up to ONLY 25% of the school day (2 hour maximum).

J. Grading

The grading period shall be nine (9) weeks long.

K. Copy Equipment Access

All bargaining unit members shall have monitored access to copy equipment in their respective buildings.

L. Smoke Free Work Place

Employees shall be prohibited from smoking in school buildings or on school grounds.

M. Tuition Waiver

Children of non-resident bargaining unit members shall be admitted to the Teays Valley Schools without the payment of tuition provided space and program are available as determined by the Superintendent and the child has not been suspended or expelled from any public or private school. Preschool students are excluded from this provision, and tuition will be required. Children of employees who have been expelled from another public or private school in Ohio or another state shall not be eligible to attend Teays Valley Schools pursuant to this provision.

If a child has special needs which would require an expenditure of money for that child in excess of the average expenditure per child expended by the Board on a district-wide basis, the employee will be responsible for the cost to educate his/her child in excess of the district's average expenditure per child.

Applications must be filed for each child by June 1 prior to the start of the school year of desired attendance. The application shall be filed at the Superintendent's office. A decision shall be provided no later than June 30.

N. School Lunch Aides

School lunchroom aides will be employed to supervise the lunchrooms at the elementary and middle school buildings to allow each building principal to schedule teacher- team time. This time shall be in addition to that provided in Article VII, Section D, Planning Time.

O. Health and Safety Committee

A health and safety committee shall be formed to investigate and make

recommended solutions to district health and safety issues. The committee shall consist of a principal and teacher representative from each building, the building and grounds director, and school nurse. The committee shall meet at the request of any member of the committee. The committee shall present tentative resolutions for issues raised to the Superintendent for his consideration and that of the Board. Safety and health issues involving a single building shall be presented to a subcommittee consisting of the building representative, building principal, and either the school nurse or buildings and grounds director. This includes teachers who believe they have a high-risk student and wish to be inoculated for Hepatitis B at board cost.

P. Highly Qualified Teacher

The Association agrees to bargain the effects of employees not being "highly qualified" as defined by the Elementary and Secondary Education Act (NCLB) if a monetary penalty is assessed against the district due to lack of compliance. If a bargaining unit member is not determined to be "highly qualified" and is not taking demonstrable steps to become "highly qualified," the Board of Education may remove the bargaining unit member from employment in the district. This removal authority will not apply to a teacher who is involuntarily transferred by the Superintendent into a position for which they are not highly qualified.

Q. Multiple Areas of Certification or Licensure

1. Employees hired for the first time after June 30, 2005, who have multiple areas of certification or licensure shall be required to maintain two (2) areas of certification or licensure.

2. The Board shall determine and notify the newly hired employees which certification or licensure areas must be maintained.

3. Courses identified by the LPDC as necessary to maintain the area of certification or licensure that is not being currently utilized shall be fully reimbursed by the Board. This reimbursement shall not be deducted from the funds designated in Article VIII (I).

4. Renewal fees for the area of certification or licensure not being currently utilized shall be fully reimbursed by the Board.

R. Mentorship Program

The Mentorship program shall include a provision that has the Association, with recommendations from the building principals, selecting all mentors and the rate of compensation or release time. This mentor program shall be submitted to the Board and Association for their approval. Based upon licensure law, all new entry year teachers must pass a performance assessment. Teays Valley District's entry year program must include components that address the entry year process. All state funding coming to the Teays Valley District designated for entry year use will be used for purchased services through the Pickaway County Educational Service Center

to support an entry year program as long as the Pickaway County Educational Service Center offers this program to the Board. Monies will be used for, but not limited to, mentor salaries, entry year salaries, materials, substitute coverage (not to exceed two (2) days per entry year teacher) and professional development.

S. Teays Valley Digital Academy

AGREEMENT BETWEEN TEACHER AND TVDA

Teays Valley Digital Academy (hereinafter called TVDA) and Teacher Name (hereinafter called the TEACHER) wish to establish a mutually beneficial agreement that allows the teachers to write and administer courses and give TVDA students proper instruction. Both parties agree to the following conditions of employment.

1. The term of this annual agreement is August 1 until July 31 of each school year.

2. The TEACHER will receive $1800 to create a full credit course and $900 to create a ½ credit course.

3. The TEACHER agrees that, once payment is issued, the course and course content are property of Teays Valley Local School District.

   a. All newly needed course jobs must be posted internally by the TVDA coordinator for 5 days. Teays Valley staff who are content qualified, have competent computer skills in current software, and have seniority will get preference.

   b. Once applied through the proper channels and selected by the TVDA Coordinator, the interview committee will consist of the TVDA Coordinator and the administrator responsible for overseeing TVDA.
      i. When bidding on a class that has already been created, all jobs are posted for 5 days. Teays Valley staff who are content qualified, have competent computer skills in current software, and seniority will get preference.

   c. New classes deemed necessary by the TVDA Coordinator/Supervisor shall be posted no later than May 1. Newly created classes shall be completed by August 1 and shall be approved by the TVDA Coordinator/Supervisor no later than August 10.

4. For the duration of their participation in the program, the teacher will receive payment based on the following pay chart:

   Per Course/Per semester
   1-5 students -$500

6-10 students - $1000
11+ students - $1,000 plus $50 per student (for each student over 10)

For example, if a teacher's TVDA course contains thirteen (13) students (who each submit at least one (1) assignment) during first semester, the teacher shall receive one thousand one hundred and fifty dollars ($1,150) at the end of the first semester. If the teacher's course contains nine (9) students (who each submit at least one (1) assignment) during the second semester, the teacher shall receive one thousand dollars ($1,000) at the end of second semester.

Payments will be made in three installments; one at the end of the first semester, one at the end of the second semester, and one at the end of the summer session. Students must submit at least one assignment for the course to be considered attempted.

A course shall be defined as any course standing on its own or a course that has been broken into an "A" section or a "B" section. There shall be no difference between the courses based on whether or not it is a "Full Time" digital academy course or a "Part Time" digital academy course.

5. The TEACHER agrees to serve the TVDA for the number of days in the official school calendar and during summer school; and to work cooperatively with the staff of the TVDA.

6. The TEACHER agrees to work cooperatively with the TVDA DIRECTOR in a Bi- annual Course Review for the purpose of maintaining the course; as well as to enhance course content and instructional design.

7. The TEACHER agrees to have all assignments graded with feedback within 48 hours of submission. Failure to consistently meet the 48 hour rule, or other course expectations as set by the TVDA Director, could result in this contract being void, pay being withheld and fewer students enrolled for future sessions.

    a. The exception to this rule is the teacher will have an additional 48 hours to complete grading for each course at the end of a grading session.

8. It is agreed that the conditions of this contract shall only be changed by mutual agreement of the TEACHER and TVDA. This is the sole agreement between the parties and no other representations, which must be written, are binding between the parties.

**A TEACHER employed by the TEAYS VALLEY LOCAL SCHOOL DISTRICT may be assigned duties in the TVDA as part of his/her teaching contract. The scope

of these duties fall under the teacher's contract of employment with the DISTRICT and are not subject to terms of compensation for a TEACHER contracted to administer TVDA courses through the Pickaway County ESC (ESC).

T. Committees

1. Curriculum and Professional Development Committees

The District will reestablish the Teaching and Learning Council, which will hold up to seven (7) meetings, after the student day ends, per school year. Should a meeting extend beyond the teacher workday, teachers attending the meeting will be compensated at the home instruction rate. The administration will approve participants of the Teaching and Learning Council that equally represent all school buildings and the Council will focus on curriculum and professional development. The TVEA President and Vice President will be part of the Council. Final decision regarding the adoption of curriculum and professional development shall rest with the Superintendent, or designee and the Board of Education.

The Teaching and Learning Council shall work to establish guidelines and an agenda for professional development held during fifty percent (50%) of the 3rd Quarter/March Record-Keeping day.

2. PBIS Committee

Each building in the District shall establish a Positive Behavior Interventions and Supports Committee (PBIS) and include up to seven (7) Association members. All meetings shall be held outside of the student day. Any member required to attend a meeting outside of the staff member's contract hours is entitled to compensation at the home instruction rate.

3. MTSS Committee

Each building in the District shall establish a Multi-tiered Support System (MTSS) committee and include up to seven (7) Association members. All meetings shall be held outside of the student day. Any member required to attend a meeting outside of the staff member's contract hours is entitled to compensation at the home instruction rate.

4. Insurance Committee

An insurance committee will be formed and maintained by the Board and Association. The committee will consist of three (3) Association members designated by the Association President and three (3) members of the Administration, designated by the Superintendent, or designee. The insurance committee may utilize the services of consultants, provided that any expenses of such consultants are approved, in advance, by the Board.

The initial insurance committee meeting of the school year will take place no later than October 30th. The insurance committee will meet up to one (1) time per semester outside of the student day and may occur outside of the staff member's contract hours. The committee's responsibilities shall include, but not be limited to, reviewing all relevant existing health insurance plans, including medical, dental, and life insurance to identify the most cost-effective method of providing insurance benefits to employees of the District. The committee will also analyze the plans, claims, and employee wellness initiatives and consider all other issues that may affect the containment of insurance costs and compliance with the law.

U. Special Education

If a staff member has concerns related to the provision of special education services, the affected staff member and a representative of TVEA shall initially take the matter to the building principal and special education coordinator assigned to the staff member's building. If, following this meeting, the staff member still has concerns, the affected staff member and a representative of TVEA shall then bring the issue to the Special Education Director for review. If following this meeting, the staff member and a representative of TVEA still has concerns, the staff member and a representative of TVEA will meet with the Assistant Superintendent to discuss the concern.

The District will endeavor to hold de-escalation/crisis intervention training over the summer and/or during any school breaks and staff members may voluntarily attend.

Intervention Specialists may request and be provided up to one (1) day of release time per grading period to complete IEP development, progress monitoring, and compliance documentation. Requests shall be made to the building Principal and the building Principal will identify the release day.

ARTICLE VIII
COMPENSATION

A. Salary and Index

1. For the 2025-2026 school year all bargaining unit members will receive a 3.0% increase on their base salary and shall move up one step on the salary schedule.

2. For the 2026-2027 school year all bargaining unit members will receive a 3.0% increase on their base salary and shall move up one step on the salary schedule.

3. For the 2027-2028 school year all bargaining unit members will receive 3.0% increase on their base salary and shall move up one step on the salary schedule.

4. The Board shall implement the salary schedule attached hereto and

designated Exhibit A for the 2025-2026 school year.

5. The Board shall implement the salary schedule attached hereto and designated Exhibit B for the 2026-2027 school year.

6. The Board shall implement the salary schedule attached hereto and designated Exhibit C for the 2027-2028 school year.

7. The Board shall implement the supplemental salary schedule attached hereto and designated Exhibit D for the 2025-2026, 2026-2027, and 2027-2028 school years.

8. For hours to count for placement on the MA plus twenty column of the salary schedule, the hours must be hours earned in graduate level courses after earning a master's degree. The hours must be earned from an accredited college or university.

9. If the Superintendent of schools approves them, hours earned in undergraduate courses after obtaining a master's degree may count for placement on the MA plus twenty columns.

B. Payroll Practices

1. There shall be twenty-six (26) equal payments in the contract year on alternate Fridays.

2. Supplemental contract salaries shall be paid in a lump sum at the conclusion of the official season for the specific assignment (except for those assignments which span the school year which will be paid equally among twenty-six (26) or twenty- two (22) payrolls).

   a. The Athletic Directors, Band Directors, Choral Director, and Band Assistants who have summer responsibilities to be paid twenty-six (26) pays. The Yearbook Advisors, Newspaper Advisor, Department Chairpersons, BLT members, NHS advisors, Key Club Advisors, Class Advisors, D.C. Trip Coordinators, LPDC Members, and LPDC Coordinator all to be paid in twenty- two (22) payments.

   b. With exceptions noted, all other supplemental contracts to be paid in the lump sum method at the conclusion of the responsibilities.

3. The Association is responsible for providing the Treasurer of the Board a signed statement authorizing deduction of membership dues and assessments of the National Education Association, the Ohio Education Association and/or Central Ohio Teachers' Association. The deduction of the membership dues shall be made from regular payrolls beginning in October and ending in July of each year. The Board agrees to promptly remit to the respective Association (The Ohio Education

Association) all monies so deducted accompanied by a roster of those for whom the deductions have been made. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board, with a copy to the Association. Such authorization may be withdrawn during a period of fifteen (15) days each year ending the 15th of September.

4. Any payroll changes made by a unit member must be submitted to the treasurer's office before the 15th of the month. Such changes will then be made on the first pay of the following month so the changes apply to an entire month.

5. Unit members interested in participation in a tax sheltered investment program must first check with the Treasurer to make a determination if the proposed investment company has been Board approved.

6. Electronic Deposit
All employees will be required to utilize electronic deposit.

C. Credit for Experience

1. Credit for years of teaching experience upon initial employment shall be granted at no less than the minimum amount required by Section 3317.13, ORC.

In addition, the Board may grant additional years of teaching experience upon initial employment in excess of that required by 3317.13 if the Board believes it is in the best interests of the school district to do so.

2. Credit shall be given for up to ten (10) years of comparable prior experience in a supplemental contract assignment.

3. A bargaining unit member receiving additional training credits will be permitted to make a lateral move on the teaching salary schedule effective with the first pay of the contract year or with the first pay of the second semester. A bargaining unit member who qualifies for a lateral movement on the salary schedule shall submit documentation of completed coursework to the Board's Superintendent by October 1 to be moved on the salary schedule for the first pay of the contract year and by February 1 to the be moved on the salary schedule for the second semester.

D. Home Instructors/Home Tutors

1. At the beginning of each school year the Board shall post to all employees a notice requesting that anyone interested in filling a position of Home Instructor to notify the Board. The hourly rate for

tutorial instruction shall be $35 dollars during the 2025-2026, 2026-2027, and 2027-2028 school years. A minimum of one (1) hour shall be paid in the event no student attends the appointment unless the session is canceled in advance.

E. Extended Service

1. Extended service beyond the one-hundred-eighty-five (185) day contract shall be paid at the per diem rate of pay earned by the bargaining unit member.

F. Mileage Expense

1. The mileage rate allowable by the Internal Revenue Service shall be the rate paid for approved mileage for the remainder of the calendar year.

G. Severance Pay

All employees covered by Section 3319.414 of the Ohio Revised Code, and who meet the service or disability retirement qualifications of the State Teacher Retirement System shall, at the time of their retirement, be granted severance pay for unused accumulated sick leave according to the following provisions:

1. Pay for unused accumulated sick leave shall be based upon the eligibility requirements as stated above. The number of days to be paid shall be one-fourth (1/4) the value of the employee's accrued, but unused sick leave, up to two hundred sixty (260) days; thus, the maximum would be sixty-five (65) days severance pay.

2. In the event an employee dies and at the time of his/her death he/she was eligible to receive severance pay, then in that event, the amount of severance pay the employee would have received had he/she retired at the time of his/her death shall be paid to his/her estate.

3. Payment shall be made based upon the employee's daily rate of pay at the time of separation for retirement as follows:

   a. Teacher's severance pay to be based on the contract year of one-hundred eighty- five (185) days.
   b. Personnel on extended service (twenty (20) additional days per each month of extended service) shall have severance pay calculation based on extended service and base salary only;

4. Severance pay for unused accumulated sick leave retirement shall eliminate all accrued sick leave to the employee.

5. Severance pay shall be processed on a single check and shall be paid only once to any given employee.

6. Applications for severance pay are to be made through the office of the treasurer and must be accompanied with documentation from the retirement system of the affirmed eligibility for service or disability retirement; payment shall be made within 60 days following the employee's effective date of retirement provided the treasurer has evidence that the first retirement check has been received by the employee.

7. Super Severance Pay

   a. In the event an employee resigns his/her employment with the Board for retirement purposes effective at the end of the work year in which he/she first becomes eligible to retire with an "unreduced benefit," under STRS rules (at 32 years of STRS service credit for retirements June 1, 2025-May 1, 2030), he/she shall receive a lump sum payment of $11,000 plus severance pay as provided in the contract. Any employee who elects not to resign for retirement purposes his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire with an "unreduced benefit," under STRS rules, shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to this contract upon retirement.

      The purpose of the Super Severance Pay is to encourage teachers to retire at the first possible year with an "unreduced benefit," and teachers not retiring at the first possible year with an "unreduced benefit" will not be eligible for Super Severance Pay.

   b. An employee wishing to receive super severance pursuant to this provision must tender his/her resignation for retirement purposes no later than March 1st of the school year under the above requirement. The retirement notice shall be effective the end of the school year.

   c. Payment pursuant to this provision shall be made within sixty (60) days of the Treasurer's receipt of notice from STRS that the employee is retired and receiving benefits through STRS.

H. Retirement Pick-Up

The Board and the Association agree to continue the present practice, at no cost to the Board, to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of the bargaining unit members under the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be based on the rate in effect as determined by STRS based on the gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board

for the purpose of State and Federal Tax only.

2. The pick-up provision shall apply to all compensation including any extended service or supplemental contract earnings.

3. Compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans is the individual bargaining unit member's responsibility.

4. The foregoing "pick-up" provisions are governed by regulations and rules of STRS and IRS; if any such rules are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, STRS rulings, or other governing body regulations, the Board shall be held harmless and this article of the Agreement shall be declared null and void.

I. Educational Incentive

1. The Board will provide $100,000, and will increase at a rate commensurate with the annual salary increases, for the purpose of reimbursing teachers for courses completed in their teaching area, area of licensure or is otherwise related to their teaching position. Unused reimbursement money shall roll over to the following year, not to exceed $125,000. The Treasurer shall add the total amount for reimbursement for the previous 12 months as of September 15th of each year. This amount shall be divided into the total allocated as stated above to determine the percent each teacher shall receive for the course work completed. Payment to the teacher shall be made by November 1st. Payment will not exceed 100% of the tuition cost. Each member must submit a completed grade slip and an itemized paid fee receipt for reimbursement. Any amount of the total allocation for reimbursement not used 1 (one) year, shall be rolled over to the following year provided the total amount does not exceed the annual limits set forth above.

2. The staff member must be employed in the district at the time such reimbursement is due, otherwise payment shall be forfeited. The district will not reimburse coursework that was submitted prior to the teacher's first contractual work day. A grade of C- or higher is required to receive reimbursement.

3. Reimbursement will occur for only those courses where prior approval has been granted by the Superintendent; that approval must precede the registration for and the beginning date of the course(s). Only those courses which directly relate to the respective teaching field or those courses needed for additional certification requirements qualify under this program.

4. It is understood that in applying Section (1) Educational Incentives,

subparagraph (3), the Superintendent will apply it literally when approving or disallowing courses for reimbursement and past practice in this regard will not necessarily be followed. An exception will be made if the applicant's original course, which was approved, was closed out/ canceled and a substitute course was chosen.

5. Reimbursement Guidelines:

a. Complete the Green Form to reflect your plan for the completion of the course(s) and submit it to the Superintendent for board approval prior to registering for course work.

b. After the board has approved your coursework request, the original Green Form will be returned to you with the appropriate approval.

c. As you are completing the coursework, make sure you keep the RECEIPT indicating the amount you paid for the TUITION COST of the class. (Reimbursement is NOT available for material fees, bus transportation charges, general registration fees, etc.)

d. When you have completed your class and have received your final grade, attach the grade slip to the Green Form along with the paid fee receipt and keep these items in your possession until September 15th of the year you are to be reimbursed. DO NOT TURN IN ANY OF YOUR DOCUMENTATION UNTIL SEPTEMBER 15TH. It is acknowledged that some universities do not have the grades processed by September 15th. As in the past, we will accept your coursework documentation up to seven (7) days prior to the November 1st deadline to make payment to each individual staff member.

e. Staff shall make a good faith effort to submit all coursework by November 1st. Should coursework need to be submitted after the deadline, staff members will have one additional year to submit for coursework reimbursement.

J. Benefits

1. The Board shall provide a high deductible plan (HDP) with deductibles of $1,650 for the single plan (in-network) and $3,300 for family plan (in-network), with maximum out-of-pocket for the single plan of $3,300 (in-network) and maximum out-of-pocket expenses of $6,300 for the family plan (in-network). For the 2025-2026 school year, the Board shall pay 100% of the single premium and 90% of the family premium for this coverage. For the 2026-2027 school year, the Board shall pay 95% of the single premium and 90% of the family premium. For the 2027-2028 school year, the Board shall pay 90% of the single premium and 87% of the family premium. For the 2028-2029 school year and thereafter, the Board shall pay 85% of the single premium and 85% of the family premium.

Notwithstanding the foregoing, for any newly hired employee, the Board shall pay 85% of the single premium and 85% of the family premium. A newly hired employee shall be defined as any individual beginning full-time employment in the Teays Valley Local School District in the 2025-2026 school year.

a. The deductible for the calendar year shall be equal to the minimum HSA- qualified High Deductible Plan established by the U.S. Internal Revenue Service (IRS). Should the deductible exceed the minimum IRS limits, a committee of the Association President, Vice President, and the Superintendent, Assistant Superintendent, and the Treasurer will meet for the purpose of negotiating or determining a solution to ensure the HDP is considered qualified. Each year, the maximum out-of-pocket expenses shall automatically increase by the same amount as any increase to the deductible. For example, if the in-network single deductible increases from $1,650 to $1,750, the maximum out-of-pocket expenses for the in-network single plan shall increase from $3,300 to $3,400.

The Board will contribute for calendar years 2025, 2026, 2027, and 2028 to each employee's single and family plan health savings account based on the following:

a. The first $1000 will be contributed to all enrolled members' HSA accounts.

b. $500 to be paid following written verification by a primary care provider of completion of a routine physical for the employee (if a single plan) OR a routine physical for both the employee and spouse, if on a family plan. The $500 stipend cannot be partially paid, and two physicals must be completed for any employee enrolled in a family plan to be eligible for this $500 stipend.

c. $500 for each employee that completes at least one approved wellness event each year.

d. These stipulations must be completed by December 31st of the year prior to receiving these contributions.

e. Payments will be as follows: $500 to all accounts in January of each year. The remainder will be divided by eleven and dispersed evenly from February through December.

2. Employees who are not enrolled in the district's health insurance are not eligible for any Board contribution to a Health Savings Account. For married employees eligible for health insurance by reason of their employment, the married employees may elect two single-health insurance plans or one family health insurance plan during an open enrollment period. Such employees will have two Health Savings

Account contributions by the Board at either the single plan contribution or family plan contribution amount, depending upon which plan is elected. The Board will fund the family premium and the single premium for the High Deductible/Health Savings Account Plans as set forth above in Section J(1).

3. Should the proposed "Excise Tax (Cadillac Tax) be imposed any time during this contract, it shall be understood that bargaining shall be immediately opened to negotiate insurance benefit to avoid any government imposed fees. It is understood that the district will not incur an excise tax on benefits.

4. Dental Insurance – The Board shall provide the current dental insurance plan or similar coverage for the life of the contract.

5. Insurance Fiscal Reports

   The Board shall provide the Association with two copies of the monthly reports provided by the Fiscal Agent. Such reports shall include all contributions to and disbursements from the consortium Fund during the preceding calendar month.

6. Term Life Insurance

   Term Life Insurance will be provided for each member of the bargaining unit in the amount of $25,000.00 with the Board providing 100% of the premium payment.

   a. The coverage will provide the AD/D (Accidental Death & Dismemberment or Double Indemnity) feature.

   b. If the insurance policy utilized by the district so provides, the coverage will have a waiver of premium feature in the event the employee becomes disabled.

7. 125A Plan – The Board shall make available to interested employees a 125 Plan for the tax sheltering of insurance premiums, a health care flexible spending program and a dependent care program. The district shall provide an in-service training on the use, benefits and consequences of the 125 Plan on an annual basis.

K. Supplemental Contracts

1. The supplemental contract salary schedule shall consist of six classes, each of which will progress through a series of experience steps zero through fifteen. The zero experience salary for each class shall be determined by a stated percentage of the zero experience step of the B.S. Degree level of the teacher salary schedule; increments beyond the zero step shall be determined by stated dollar increments for each class. The classification of duties and the respective salaries are stated in Exhibits D and E.

2. All Athletic coaches with a supplemental contract shall be formally evaluated by the Athletic Director with input from the appropriate building principal.

3. One person may be permitted to hold two supplemental contracts for the same sport/season if all the following requirements are met:
   a. It would be a detriment to the students if this position was not filled
   b. All avenues have been exhausted to fill the position
   c. There exists zero candidates for the position
   d. The association and the TVLSD agree
   e. It is feasible for one person to fulfill both positions

4. There shall be a supplemental contract committee consisting of the TVEA President, Superintendent and one or more designees to review supplemental proposals one time per year or as needed

L. Internal Substitution

Teachers who are required to give up their planning time to substitute for an absent teacher shall be compensated at the rate of $35.00 per hour. In addition, if a teacher is required to take another absent teacher's students or a portion thereof, the teacher shall receive the above hourly rate or proportion thereof to the number of students taken (i.e., if the teacher takes one-half of an absent teacher's students, that teacher will get one-half of the above hourly rate.).

M. IAT Meetings

Teachers participating in IAT meetings shall be compensated at the internal sub-rate of pay for work performed outside the contract day to a maximum of two (2) hours per employee per week.

N. Master Teacher

A one-time academic stipend of $500 will be paid to any bargaining unit member achieving the designation of Master Teacher while an employee of the Teays Valley Local School District.

O. National Board Certification

A stipend of $500 will be provided to any bargaining unit member achieving or obtaining a national board certification or renewing their National Board Certified Teacher while an employee of the Teays Valley Local School District.

1.) Teachers must provide documentation of the renewal.

2.) Teachers will be compensated the month following submission of the NBCT documentation.

P. Other Stipends

The district may offer stipends for teachers who engage in training or other work-related professional development for a non-contracted day at the current

substitute rate. The training or professional development must serve a district purpose/need AND be related to current responsibilities. This must be approved by the Superintendent or his designee in advance. This will not be posted and will not be considered a posted vacancy.

Q. Non-Election of Insurance

The Board shall offer an annual $2,000 stipend to any bargaining unit Teays Valley staff member eligible for single or family coverage Board paid medical coverage who does not elect to take such coverage. Such stipend shall be in accordance with the following provisions.

1. To receive a stipend the employee must complete a year of non-coverage without electing to take Board paid medical insurance.

2. A year shall be defined as the 12 month period beginning January 1 through December 31.

3. Each eligible employee shall be given the option to either (1) elect medical coverage, or (2) elect the stipend for non-coverage. The open enrollment period is November 1 through November 30 of each year when an employee may make a status change in the election of non-coverage or insurance.

4. If the employee elects the stipend, and subsequently decides for any permissible reason to re-enroll in the medical insurance plan with the 12-month period, he/she shall be permitted to do so, but shall forfeit any rights to any amount of insurance stipend.

5. An eligible employee enrolling in the medical insurance plan after a period of non coverage shall not be excluded from any coverage, benefit or service guaranteed to all other covered individuals because of such re-enrollment, and shall not be subject to any exclusions, based on conditions that existed prior to enrollment. No proof of insurability shall be required for re-enrollment.

6. The $2,000 stipend payment for nonuse shall be paid in the month of January following the employee's 12-month election of non-coverage.

7. When an employee is married to another employee, neither employee is eligible to participate in the opt-out.

ARTICLE IX
RESIDENT EDUCATOR PROGRAM

A. Purpose

The Resident Educator Program provides Ohio's newest educators with the coaching, mentoring, and guidance that are critical to improving their skills

and knowledge as a teacher. Residency is a time to practice, refine, and gain a deeper understanding of the art and science of teaching under the guidance of a certified mentor and the support of a professional learning community. The Resident Educator Program is administered by the Teays Valley Local School District in compliance with ODEW standards, policies, and procedures for the licensure of new educators. The Resident Educator program does not replace the employment evaluation as outlined in this negotiated agreement and is used exclusively for license determination.

B. Definition

The Resident Educator Program, a two (2) year program, is designed to provide newly licensed Ohio educators with quality guidance provided by a trained mentor. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

C. Roles

1. Resident Educator Mentor

A Resident Educator Mentor is a teacher trained, per Ohio Department of Education and Workforce standards, and per this Agreement assigned by the Association, to provide professional support to a Resident Educator following the guidelines and protocol of the Resident Educator Program. Training currently includes Instructional Mentoring and Resident-Educator-1 Training provided by ODEW. Advance mentor training is recommended as well as other ODEW and district approved mentor training.

2. Resident Educator

A Resident Educator is a teacher employed by the district under a resident educator license.

3. Lead Mentor

The Lead Mentor is a teacher, as appointed by the Superintendent, who serves as the district's coordinator of the mentor program and the Resident Educator Program. The Lead Mentor/Teacher oversees the orientation of all experienced teachers who are new to the district as well as the implementation of all aspects of the Resident Educator program, completes all required reports to ODEW, including registration of Resident Educators, funding requests, midyear reviews, and the Formative Progress Reviews. The Lead Mentor also coordinates and approves all summative assessments for district resident educators prior to submission to the assistant superintendent and ODEW for purposes of licensure. The Lead Mentor will be responsible for ensuring all teachers who hold a license other than a five (5) year professional license are provided a mentor according to Section D of this Article and the guidelines of the Ohio Department of Education and Workforce.

D. Selection of Resident Educator Mentors

1. Lead Mentors and/or the Association President will request from building principals a current staff list of all positions and staff names to select Resident Educator mentors from a list of state-certified mentors within the district. This list should be provided no later than August 1 and updated if new staff are hired after that date. This list should include all aides and intervention staff in order to include all qualified program educators.

2. Resident Educator Mentors must have a minimum of four (4) consecutive years of teaching experience in the Teays Valley Local School District.

3. Resident Educator Mentors must have successfully completed both state and/or local training provided by either the Ohio Department of Education and Workforce or the District's local mentoring program.

4. Resident Educator Mentors must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

5. Resident Educator Mentors will use the Resident Educator formative assessment tools, as outlined by the Ohio Department of Education and Workforce, to support the Resident Educator's success in the program.

6. Resident Educator Mentors do not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

E. Restrictions

1. Any or all materials jointly developed by the Resident Educator/Resident Educator Mentor shall not be developed or utilized as a remediation program.

2. The Resident Educator is not required to complete an IPDP nor utilize the LPDC process.

F. Protections

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as the Resident Educator Mentor shall not be part of that staff member's evaluation.

2. Resident Educator Mentors shall not participate in the evaluation of any Resident Educator.

3. Resident Educator Mentors shall not be requested or directed to make

any recommendation regarding the continued employment of the teacher.

4. No Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential Resident Educator/Resident Educator Mentor discussions.

5. All interactions, written or oral, between the Resident Educator Mentor and the Resident Educator shall be regarded as confidential.

6. At any time, either the superintendent or the Resident Educator Mentor may exercise the option to have a new Mentor assigned.

G. Compensation

1. Resident Educator Mentors who have been assigned Year 1 Resident Educators shall be paid $1,000.00 for work completed outside of the regular school day. In year 2, the Resident Educator Mentor will be paid $1,000, and if ODEW or the local Resident Educator program deems it appropriate and needed, then in subsequent years, until completion of the program, they are to be paid $350 per year. If more than one resident educator is assigned to a mentor these values will be doubled. No more than two (2) resident educators will be assigned to a mentor. A mentor who is assigned to a teacher holding a non-resident educator license, but requiring a mentor prior to entering the program as described by the requirements of ODEW will be paid a stipend of $500.

2. The Lead Mentor Teachers shall be paid as a Class III supplemental contract for serving as Lead Mentor for all new and experienced teachers new to the district, as well as coordinating the mentoring of all Resident Educators, the RESA cohorts, other supplemental licenses, and developing the local program standards according to ODEW requirements and recommendations. There will be a total of two Lead Mentors, one placed in the elementary building and one placed in either the middle or high school building.

3. Both Resident Educator Mentors and the Lead Mentor Teacher/Resident Educator Coordinator shall be paid in a one-time lump sum at the end of the school year.

4. The District will pay all approved training fees for the Resident Educator Mentors to receive the mandated ODE state mentor training.

5. Resident Educator Mentors and Resident Educators will be provided up to two (2) professional days annually for all mentoring requirements of the program to conduct observations, complete required activities and reports, and complete all other activities outlined in the Resident Educator program. These days cannot occur on a Monday or Friday without administration approval and must occur on campus for the

entirety of the professional day being utilized. Lead Mentors will be provided up to one (1) professional day annually to create local program standards and requirements, assign mentors, complete all necessary state reporting, and prepare all materials for the mentors and Resident Educators.

ARTICLE X
EFFECTS OF CONTRACT

A. Effects of Contract

Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of the agreement.

B. Severability

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute, regulation, or Board policy to the contrary, except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, such provision shall be automatically terminated, but the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.

C. Publication of Negotiated Agreement

The terms of this agreement shall be published at shared expense under the direction of the Board and the Association and shall be distributed to each member of the bargaining unit. A copy shall be placed in each building. The Association President shall receive an additional twenty (20) copies for Association use.

D. Duration

This Agreement shall be effective upon ratification by the parties except that compensation shall be effective July 1, 2025, and shall continue until its expiration on June 30, 2028.

Signatures

FOR THE TEACHERS ASSOCIATION

FOR THE BOARD OF EDUCATION

EXHIBIT A

FY25 Base Salary	**$47,950**	**FISCAL YEAR**	**2026**
RAISE %:	**3.00%**		
FY26 Base Salary	**$49,389**		

	1		2		3		4	
SERVICE YEARS		**BA**		**BA+150**		**MA**		**MA+20**
	INDEX	**AMOUNT**	**INDEX**	**AMOUNT**	**INDEX**	**AMOUNT**	**INDEX**	**AMOUNT**
0	1.00000	**49,389**	1.05000	**51,858**	1.10000	**54,328**	1.15000	**56,797**
1	1.04500	**51,612**	1.10000	**54,328**	1.15500	**57,044**	1.20500	**59,514**
2	1.09000	**53,834**	1.15000	**56,797**	1.21000	**59,761**	1.26000	**62,230**
3	1.13500	**56,057**	1.20000	**59,267**	1.26500	**62,477**	1.31500	**64,947**
4	1.18000	**58,279**	1.25000	**61,736**	1.32000	**65,193**	1.37000	**67,663**
5	1.22500	**60,502**	1.30000	**64,206**	1.37500	**67,910**	1.42500	**70,379**
6	1.27000	**62,724**	1.35000	**66,675**	1.43000	**70,626**	1.48000	**73,096**
7	1.31500	**64,947**	1.40000	**69,145**	1.48500	**73,343**	1.53500	**75,812**
8	1.36000	**67,169**	1.45000	**71,614**	1.54000	**76,059**	1.59000	**78,529**
9	1.40500	**69,392**	1.50000	**74,084**	1.59500	**78,775**	1.64500	**81,245**
10	1.45000	**71,614**	1.55000	**76,553**	1.65000	**81,492**	1.70000	**83,961**
11	1.49500	**73,837**	1.60000	**79,022**	1.70500	**84,208**	1.75500	**86,678**
12	1.54000	**76,059**	1.65000	**81,492**	1.76000	**86,925**	1.81000	**89,394**
13	1.58500	**78,282**	1.70000	**83,961**	1.81500	**89,641**	1.86500	**92,110**
14	1.63000	**80,504**	1.70000	**83,961**	1.87000	**92,357**	1.92000	**94,827**
15	1.63500	**80,751**	1.75500	**86,678**	1.93000	**95,321**	1.98000	**97,790**
16	1.64000	**80,998**	1.75500	**86,678**	1.93000	**95,321**	1.98000	**97,790**
17	1.64000	**80,998**	1.75500	**86,678**	1.93000	**95,321**	1.98000	**97,790**
18	1.64500	**81,245**	1.76000	**86,925**	1.93500	**95,568**	1.98500	**98,037**
19	1.64500	**81,245**	1.76000	**86,925**	1.93500	**95,568**	1.98500	**98,037**
20	1.65000	**81,492**	1.76500	**87,172**	1.94000	**95,815**	1.99000	**98,284**
21	1.65000	**81,492**	1.76500	**87,172**	1.94000	**95,815**	1.99000	**98,284**
22	1.66000	**81,986**	1.77500	**87,665**	1.95000	**96,309**	2.00000	**98,778**
23	1.66000	**81,986**	1.77500	**87,665**	1.95000	**96,309**	2.00000	**98,778**
24	1.66500	**82,233**	1.78000	**87,912**	1.95500	**96,555**	2.00500	**99,025**
25	1.67500	**82,727**	1.80000	**88,900**	1.98000	**97,790**	2.03000	**100,260**
26	1.68000	**82,974**	1.80500	**89,147**	1.98500	**98,037**	2.03500	**100,507**
27	1.68000	**82,974**	1.80500	**89,147**	1.98500	**98,037**	2.03500	**100,507**
28	1.68500	**83,220**	1.81000	**89,394**	1.99000	**98,284**	2.04000	**100,754**
29	1.68500	**83,220**	1.81000	**89,394**	1.99000	**98,284**	2.04000	**100,754**
30	1.68500	**83,220**	1.81000	**89,394**	1.99000	**98,284**	2.04000	**100,754**
31	1.68500	**83,220**	1.81000	**89,394**	1.99000	**98,284**	2.04000	**100,754**
32	1.71000	**84,455**	1.83500	**90,629**	2.01500	**99,519**	2.06500	**101,988**
33	1.71000	**84,455**	1.83500	**90,629**	2.01500	**99,519**	2.06500	**101,988**
34	1.71000	**84,455**	1.83500	**90,629**	2.01500	**99,519**	2.06500	**101,988**
35	1.71000	**84,455**	1.83500	**90,629**	2.01500	**99,519**	2.06500	**101,988**

EXHIBIT B

FY26 Base Salary	**$49,389**
RAISE %:	**3.00%**
FY27 Base Salary	**$50,871**

FISCAL YEAR **2027**

SERVICE YEARS	1		2		3		4	
	INDEX	BA AMOUNT	INDEX	BA+150 AMOUNT	INDEX	MA AMOUNT	INDEX	MA+20 AMOUNT
0	1.00000	**50,871**	1.05000	**53,415**	1.10000	**55,958**	1.15000	**58,502**
1	1.04500	**53,160**	1.10000	**55,958**	1.15500	**58,756**	1.20500	**61,300**
2	1.09000	**55,449**	1.15000	**58,502**	1.21000	**61,554**	1.26000	**64,097**
3	1.13500	**57,739**	1.20000	**61,045**	1.26500	**64,352**	1.31500	**66,895**
4	1.18000	**60,028**	1.25000	**63,589**	1.32000	**67,150**	1.37000	**69,693**
5	1.22500	**62,317**	1.30000	**66,132**	1.37500	**69,948**	1.42500	**72,491**
6	1.27000	**64,606**	1.35000	**68,676**	1.43000	**72,746**	1.48000	**75,289**
7	1.31500	**66,895**	1.40000	**71,219**	1.48500	**75,543**	1.53500	**78,087**
8	1.36000	**69,185**	1.45000	**73,763**	1.54000	**78,341**	1.59000	**80,885**
9	1.40500	**71,474**	1.50000	**76,307**	1.59500	**81,139**	1.64500	**83,683**
10	1.45000	**73,763**	1.55000	**78,850**	1.65000	**83,937**	1.70000	**86,481**
11	1.49500	**76,052**	1.60000	**81,394**	1.70500	**86,735**	1.75500	**89,279**
12	1.54000	**78,341**	1.65000	**83,937**	1.76000	**89,533**	1.81000	**92,077**
13	1.58500	**80,631**	1.70000	**86,481**	1.81500	**92,331**	1.86500	**94,874**
14	1.63000	**82,920**	1.70000	**86,481**	1.87000	**95,129**	1.92000	**97,672**
15	1.63500	**83,174**	1.75500	**89,279**	1.93000	**98,181**	1.98000	**100,725**
16	1.64000	**83,428**	1.75500	**89,279**	1.93000	**98,181**	1.98000	**100,725**
17	1.64000	**83,428**	1.75500	**89,279**	1.93000	**98,181**	1.98000	**100,725**
18	1.64500	**83,683**	1.76000	**89,533**	1.93500	**98,435**	1.98500	**100,979**
19	1.64500	**83,683**	1.76000	**89,533**	1.93500	**98,435**	1.98500	**100,979**
20	1.65000	**83,937**	1.76500	**89,787**	1.94000	**98,690**	1.99000	**101,233**
21	1.65000	**83,937**	1.76500	**89,787**	1.94000	**98,690**	1.99000	**101,233**
22	1.66000	**84,446**	1.77500	**90,296**	1.95000	**99,198**	2.00000	**101,742**
23	1.66000	**84,446**	1.77500	**90,296**	1.95000	**99,198**	2.00000	**101,742**
24	1.66500	**84,700**	1.78000	**90,550**	1.95500	**99,453**	2.00500	**101,996**
25	1.67500	**85,209**	1.80000	**91,568**	1.98000	**100,725**	2.03000	**103,268**
26	1.68000	**85,463**	1.80500	**91,822**	1.98500	**100,979**	2.03500	**103,522**
27	1.68000	**85,463**	1.80500	**91,822**	1.98500	**100,979**	2.03500	**103,522**
28	1.68500	**85,718**	1.81000	**92,077**	1.99000	**101,233**	2.04000	**103,777**
29	1.68500	**85,718**	1.81000	**92,077**	1.99000	**101,233**	2.04000	**103,777**
30	1.68500	**85,718**	1.81000	**92,077**	1.99000	**101,233**	2.04000	**103,777**
31	1.68500	**85,718**	1.81000	**92,077**	1.99000	**101,233**	2.04000	**103,777**
32	1.71000	**86,989**	1.83500	**93,348**	2.01500	**102,505**	2.06500	**105,049**
33	1.71000	**86,989**	1.83500	**93,348**	2.01500	**102,505**	2.06500	**105,049**
34	1.71000	**86,989**	1.83500	**93,348**	2.01500	**102,505**	2.06500	**105,049**
35	1.71000	**86,989**	1.83500	**93,348**	2.01500	**102,505**	2.06500	**105,049**

EXHIBIT C

FY27 Base Salary	**$50,871**
RAISE %:	**3.00%**
FY28 Base Salary	**$52,397**

FISCAL YEAR **2028**

SERVICE YEARS	1		2		3		4	
	INDEX	**BA AMOUNT**	**INDEX**	**BA+150 AMOUNT**	**INDEX**	**MA AMOUNT**	**INDEX**	**MA+20 AMOUNT**
0	1.00000	**52,397**	1.05000	**55,017**	1.10000	**57,637**	1.15000	**60,257**
1	1.04500	**54,755**	1.10000	**57,637**	1.15500	**60,519**	1.20500	**63,138**
2	1.09000	**57,113**	1.15000	**60,257**	1.21000	**63,400**	1.26000	**66,020**
3	1.13500	**59,471**	1.20000	**62,876**	1.26500	**66,282**	1.31500	**68,902**
4	1.18000	**61,828**	1.25000	**65,496**	1.32000	**69,164**	1.37000	**71,784**
5	1.22500	**64,186**	1.30000	**68,116**	1.37500	**72,046**	1.42500	**74,666**
6	1.27000	**66,544**	1.35000	**70,736**	1.43000	**74,928**	1.48000	**77,548**
7	1.31500	**68,902**	1.40000	**73,356**	1.48500	**77,810**	1.53500	**80,429**
8	1.36000	**71,260**	1.45000	**75,976**	1.54000	**80,691**	1.59000	**83,311**
9	1.40500	**73,618**	1.50000	**78,596**	1.59500	**83,573**	1.64500	**86,193**
10	1.45000	**75,976**	1.55000	**81,215**	1.65000	**86,455**	1.70000	**89,075**
11	1.49500	**78,334**	1.60000	**83,835**	1.70500	**89,337**	1.75500	**91,957**
12	1.54000	**80,691**	1.65000	**86,455**	1.76000	**92,219**	1.81000	**94,839**
13	1.58500	**83,049**	1.70000	**89,075**	1.81500	**95,101**	1.86500	**97,720**
14	1.63000	**85,407**	1.70000	**89,075**	1.87000	**97,982**	1.92000	**100,602**
15	1.63500	**85,669**	1.75500	**91,957**	1.93000	**101,126**	1.98000	**103,746**
16	1.64000	**85,931**	1.75500	**91,957**	1.93000	**101,126**	1.98000	**103,746**
17	1.64000	**85,931**	1.75500	**91,957**	1.93000	**101,126**	1.98000	**103,746**
18	1.64500	**86,193**	1.76000	**92,219**	1.93500	**101,388**	1.98500	**104,008**
19	1.64500	**86,193**	1.76000	**92,219**	1.93500	**101,388**	1.98500	**104,008**
20	1.65000	**86,455**	1.76500	**92,481**	1.94000	**101,650**	1.99000	**104,270**
21	1.65000	**86,455**	1.76500	**92,481**	1.94000	**101,650**	1.99000	**104,270**
22	1.66000	**86,979**	1.77500	**93,005**	1.95000	**102,174**	2.00000	**104,794**
23	1.66000	**86,979**	1.77500	**93,005**	1.95000	**102,174**	2.00000	**104,794**
24	1.66500	**87,241**	1.78000	**93,267**	1.95500	**102,436**	2.00500	**105,056**
25	1.67500	**87,765**	1.80000	**94,315**	1.98000	**103,746**	2.03000	**106,366**
26	1.68000	**88,027**	1.80500	**94,577**	1.98500	**104,008**	2.03500	**106,628**
27	1.68000	**88,027**	1.80500	**94,577**	1.98500	**104,008**	2.03500	**106,628**
28	1.68500	**88,289**	1.81000	**94,839**	1.99000	**104,270**	2.04000	**106,890**
29	1.68500	**88,289**	1.81000	**94,839**	1.99000	**104,270**	2.04000	**106,890**
30	1.68500	**88,289**	1.81000	**94,839**	1.99000	**104,270**	2.04000	**106,890**
31	1.68500	**88,289**	1.81000	**94,839**	1.99000	**104,270**	2.04000	**106,890**
32	1.71000	**89,599**	1.83500	**96,148**	2.01500	**105,580**	2.06500	**108,200**
33	1.71000	**89,599**	1.83500	**96,148**	2.01500	**105,580**	2.06500	**108,200**
34	1.71000	**89,599**	1.83500	**96,148**	2.01500	**105,580**	2.06500	**108,200**
35	1.71000	**89,599**	1.83500	**96,148**	2.01500	**105,580**	2.06500	**108,200**

EXHIBIT D

Fiscal 2026

Prior Base:	$47,950
Raise:	3.00%
FY26 Base	$49,389

	Class I	Class II	Class III	Class IV	Class V	Class VI
% of Base	14%	12%	9%	8%	7%	6%
Raise per Year	$100.00	$75.00	$75.00	$50.00	$40.00	$40.00
Years of Exper.						
0	6,914	5,927	4,445	3,951	3,457	2,963
1	7,014	6,002	4,520	4,001	3,497	3,003
2	7,114	6,077	4,595	4,051	3,537	3,043
3	7,214	6,152	4,670	4,101	3,577	3,083
4	7,314	6,227	4,745	4,151	3,617	3,123
5	7,414	6,302	4,820	4,201	3,657	3,163
6	7,514	6,377	4,895	4,251	3,697	3,203
7	7,614	6,452	4,970	4,301	3,737	3,243
8	7,714	6,527	5,045	4,351	3,777	3,283
9	7,814	6,602	5,120	4,401	3,817	3,323
10	7,914	6,677	5,195	4,451	3,857	3,363
11	8,014	6,752	5,270	4,501	3,897	3,403
12	8,114	6,827	5,345	4,551	3,937	3,443
13	8,114	6,827	5,345	4,551	3,937	3,443
14	8,114	6,827	5,345	4,551	3,937	3,443
15	8,214	6,902	5,420	4,601	3,977	3,483

Fiscal 2027

Prior Base:	$49,389
Raise:	3.00%
FY27 Base	$50,871

	Class I	Class II	Class III	Class IV	Class V	Class VI
% of Base	14%	12%	9%	8%	7%	6%
Raise per Year	$100.00	$75.00	$75.00	$50.00	$40.00	$40.00
Years of Exper.						
0	7,122	6,105	4,578	4,070	3,561	3,052
1	7,222	6,180	4,653	4,120	3,601	3,092
2	7,322	6,255	4,728	4,170	3,641	3,132
3	7,422	6,330	4,803	4,220	3,681	3,172
4	7,522	6,405	4,878	4,270	3,721	3,212
5	7,622	6,480	4,953	4,320	3,761	3,252
6	7,722	6,555	5,028	4,370	3,801	3,292
7	7,822	6,630	5,103	4,420	3,841	3,332
8	7,922	6,705	5,178	4,470	3,881	3,372
9	8,022	6,780	5,253	4,520	3,921	3,412
10	8,122	6,855	5,328	4,570	3,961	3,452
11	8,222	6,930	5,403	4,620	4,001	3,492
12	8,322	7,005	5,478	4,670	4,041	3,532
13	8,322	7,005	5,478	4,670	4,041	3,532
14	8,322	7,005	5,478	4,670	4,041	3,532
15	8,422	7,080	5,553	4,720	4,081	3,572

Fiscal 2028

Prior Base:	$50,871
Raise:	3.00%
FY28 Base	$52,397

	Class I	Class II	Class III	Class IV	Class V	Class VI
% of Base	14%	12%	9%	8%	7%	6%
Raise per Year	$100.00	$75.00	$75.00	$50.00	$40.00	$40.00
Years of Exper.						
0	7,336	6,288	4,716	4,192	3,668	3,144
1	7,436	6,363	4,791	4,242	3,708	3,184
2	7,536	6,438	4,866	4,292	3,748	3,224
3	7,636	6,513	4,941	4,342	3,788	3,264
4	7,736	6,588	5,016	4,392	3,828	3,304
5	7,836	6,663	5,091	4,442	3,868	3,344
6	7,936	6,738	5,166	4,492	3,908	3,384
7	8,036	6,813	5,241	4,542	3,948	3,424
8	8,136	6,888	5,316	4,592	3,988	3,464
9	8,236	6,963	5,391	4,642	4,028	3,504
10	8,336	7,038	5,466	4,692	4,068	3,544
11	8,436	7,113	5,541	4,742	4,108	3,584
12	8,536	7,188	5,616	4,792	4,148	3,624
13	8,536	7,188	5,616	4,792	4,148	3,624
14	8,536	7,188	5,616	4,792	4,148	3,624
15	8,636	7,263	5,691	4,842	4,188	3,664

EXHIBIT E

Increment Salary Schedule for Extra-Curricular Assignments

The following extra-curricular assignments will carry increments based upon the class of the ratio thereof to which each duty is assigned (Class I, II, III, IV, V, VI or the specified ratio). The experience level is defined as experience in the field or specific sport to which the person is assigned. Experience credit for up to ten (10) years of service outside the district may be granted.

All extra-curricular assignments are covered with one-year supplemental contracts; appointments are to be made annually by the Superintendent and approved by the Board of Education; the Administration will determine original placement at the respective class level; the assignment of future duties to an appropriate classification shall be the responsibility of the Superintendent and the Board of Education.

Class I:

- Athletic Director – High School **(3 positions)**
    - Fall
    - Winter
    - Spring
- Athletic Director – Middle School
    - East MS
        - Current Step x 1.5
    - West MS
        - Current Step x 1.5
- Band Director
- Basketball – Varsity Boys
- Basketball – Varsity Girls
- Choral Director
- Football - Varsity
- Wrestling - Varsity Boys

Class II:

- Band Assistant (3 positions)
- Baseball - Varsity

- Cross Country – Varsity Boys
- Cross Country – Varsity Girls
- Show Choir - Assistant
- Soccer – Varsity Boys
- Soccer – Varsity Girls
- Track – Varsity Boys
- Track – Varsity Girls
- Softball - Varsity
- Volleyball – Varsity
- Wrestling – Varsity Girls

Class III:

- Athletic Site Manager **(2 positions)**
    - Fall
    - Winter
- Basketball – Assistant Boys
- Basketball – Freshman Boys
- Basketball – JV Boys
- Basketball – Assistant Girls
- Basketball – Freshman Girls
- Basketball – JV Girls
- Bowling – Varsity
- Cheerleading – Varsity **(2 Positions)**
    - Competition
    - Fall
    - Winter
- E-Sports
- Football – Assistant **(5 Positions)**

- Football – Freshman **(2 Positions)**
- Football – JV **(2 Positions)**
- Golf – Varsity Boys
- Golf – Varsity Girls
- Lead Mentors **(2 Positions)**
    - Elementary
    - High School/Middle School
- Newspaper - High School
- Swimming – Varsity
- Tennis – Varsity Boys
- Tennis – Varsity Girls
- Wrestling – Assistant Boys **(2 Positions)**
- Wrestling – Assistant Girls **(2 Positions)**
- Wrestling – JV
- Yearbook – High School

Class IV:

- Baseball – Assistant
- Baseball – Freshman
- Baseball – JV
- Cross Country – Assistant **(2 Positions)**
- Soccer – Assistant Boys
- Soccer – JV Boys
- Soccer – Assistant Girls
- Soccer – JV Girls
- Softball – Assistant
- Softball – Freshman
- Softball – JV

- Track – Assistant **(3 Positions)**
- Volleyball – Assistant
- Volleyball – Freshman
- Volleyball – JV

Class V:

- Cheerleading
    - Basketball – JV
    - Competition – Assistant
    - Football – JV
- Golf – Assistant Boys
- Golf – Assistant Girls
- Swimming – Assistant
- Tennis – Assistant Boys
- Tennis – Assistant Girls
- Weight Room **(4 positions)**
    - Spring
    - Summer
    - Fall
    - Winter

Middle School Sports:

- Baseball – East 7th
- Baseball – East 8th
- Baseball – West 7th
- Baseball – West 8th
- Basketball – East Boys 7th
- Basketball – East Boys 8th

- Basketball – West Boys 7th
- Basketball – West Boys 8th
- Basketball – East Girls 7th
- Basketball – East Girls 8th
- Basketball – West Girls 7th
- Basketball – West Girls 8th
- Cross Country – East
- Cross Country – West
- Football – East 7th **(2 positions)**
- Football – East 8th **(2 positions)**
- Football – West 7th **(2 positions)**
- Football – West 8th **(2 Positions)**
- Softball – East 7th
- Softball – East 8th
- Softball – West 7th
- Softball – West 8th
- Track – East Boys **(2 positions)**
- Track – West Boys **(2 positions)**
- Track – East Girls **(2 positions)**
- Track – West Girls **(2 positions)**
- Volleyball – East 7th
- Volleyball – East 8th
- Volleyball – West 7th
- Volleyball – West 8th
- Wrestling – East Boys **(2 positions)**
- Wrestling – West Boys **(2 positions)**
- Wrestling – East Girls
- Wrestling – West Girls

- Yearbook – East
- Yearbook – West

Class VI:

- Bowling – Assistant
- Cheerleading
    - Basketball – East 7th
    - Basketball – East 8th
    - Basketball – Freshman
    - Basketball – West 7th
    - Basketball – West 8th
    - Competition – Middle School **(2 Positions)**
    - Football – East 7th
    - Football – East 8th
    - Football – Freshman
    - Football – West 7th
    - Football – West 8th
- Competition Writing – East
- Competition Writing – West
- Golf – East*
- Golf – West*
- In The Know – High School
- LPDC Coordinator
- Mock Trial
    - East
    - High School
    - High School – Assistant*
    - West
- National Honor Society – High School

- Pep Band – High School

Class I Stipend: $2,000

- BLT Members
    - Ashville **(up to 8 positions)**
    - Scioto **(up to 8 positions)**
    - South Bloomfield **(up to 8 positions)**
    - Walnut **(up to 8 positions)**
    - East **(up to 7 positions)**
    - West **(up to 7 positions)**
    - High School **(up to 10 positions)**
- Class Advisor – Junior Class
- Drama Director – High School **(per production, 2 maximum)**
- French Club
- Future Business Leaders of America (FBLA)
- German Club
- Key Club
- Skills USA
- Spanish Club
- Student Council – High School

Class II Stipend: $1,500

- Class Advisor – Freshman Class
- Class Advisor – Senior Class
- Class Advisor – Sophomore Class

Class III Stipend: $1,000

- Art Club

- Drama Club
- FOR Club
- National Junior Honor Society – East
- National Junior Honor Society – West
- Shakespeare's Sword
- Tides of Pride
- Vikings for Veterans

Class IV Stipend: $500

- DC Trip Coordinator – East
- DC Trip Coordinator – West
- Global Scholars – High School
- Just Say No
    - Ashville
    - Scioto
    - South Bloomfield
    - Walnut
- LPDC Members (up to 6 members)
- Student Council – East
- Student Council – West

Positions with an * indicate the positions will be offered if there are enough participants to field a full/second/JV team. This will be determined by the athletic director and/or building principal.

EXHIBIT F

GRIEVANCE REPORT FORM

GRIEVANCE
NUMBER

GRIEVANCE REPORT

SUBMIT TO PRINCIPAL OR IMMEDIATE SUPERVISOR IN TRIPLICATE Building

Assignment Name of Grievant Date Filed

STEP I

A) DATE CAUSE OF GRIEVANCE OCCURRED:

B) STATEMENT OF GRIEVANCE:

C) SECTION OF AGREEMENT DECLARED TO HAVE BEEN VIOLATED:

D) RELIEF SOUGHT:

Signature Date

E) DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR:

Signature Date

STEP II

A) POSITION OF THE GRIEVANT:

Signature Date

B) DATE RECEIVED BY SUPERINTENDENT/DESIGNEE:

C) DISPOSITION BY SUPERINTENDENT/DESIGNEE:

Signature Date

STEP III

A) POSITION OF GRIEVANT:

Signature Date

STEP IV

A) POSITION OF GRIEVANT:

Signature Date

B) DATE RECEIVED BY ARBITRATOR

Exhibit G

Evaluation of Professional Staff
(Ohio Teacher Evaluation System)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education (SBOE).

Notwithstanding Ohio Revised Code Section (RC) 3319.09, this policy applies to any person employed under a teacher license issued under RC 3319, or under a professional or permanent teacher's certificate issued under former RC 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. This policy has been developed in consultation with teachers employed by the Board. This policy becomes effective at the expiration of any collective bargaining agreement covering teachers employed by the Board that was in effect on November 2, 2018 and must be included in any renewal or extension.

The District will follow policies and procedures in place during the 2019-2020 school year for the 2020-2021 school year and will implement this policy beginning with the 2021-2022 school year.

Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE).

Final Holistic Rating and Evaluation Cycle

Teachers are assigned a final holistic rating of Accomplished, Skilled, Developing or Ineffective. This rating will be based on a combination of informal and formal observations and supporting evidence using the Teacher Evaluation Rubric.

Annually, the Board submits to the ODE the number of teachers assigned a final holistic rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

The full evaluation cycle includes:

- Professional Growth/Improvement Plan;
- One formal holistic observation, followed by a conference;

- At least two classroom walkthroughs – with an emphasis on identified focus area(s) when applicable;
- One formal focused observation – with an emphasis on identified focus area(s) and
- One final summative conference.

The teacher performance measure of the evaluation cycle is aligned with the following Ohio Standards for the Teaching Profession:

- Understand student learning and development, respect student diversity and hold high expectations for all students to achieve and progress at high levels;
- Understand the content areas for which they have instructional responsibility;
- Understand and use varied assessments to inform instruction and evaluate and ensure student learning;
- Plan and deliver effective instruction that advances the learning of each student;
- Create learning environments that promote high levels of learning and achievement for all students;
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning and
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

The Board may evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations every three years, provided the teacher submits a self-directed Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

High-Quality Student Data

High-quality student data (HQSD) is used to guide instructional decisions and meet student learning needs. HQSD used must be rigorously reviewed by locally determined experts in the field of education to meet

all of the following criteria:

- Align to learning standards;
- Measure what is intended to be measured;
- Be attributable to a specific teacher for course(s) and grade level(s) taught;
- Demonstrate evidence of student learning (achievement and/or growth);
- Follow protocols for administration and scoring;
- Provide trustworthy results and
- Not offend or be driven by bias.

AND the teachers must use the data generated from the HQSD data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning;
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students;
- Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis and
- Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards.

Evaluations use at least two measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated when required.

When applicable to the grade level or subject area taught by a teacher, HQSD includes the value-added progress dimension established under RC 3302.021, except when otherwise prohibited by law.

HQSD may be used as evidence in any component of the evaluation where applicable.

Data from ODE vendor approved assessments may be considered HQSD.

The use of shared attribution measures or student learning objectives is prohibited.

Professional Growth and Improvement Plans

Each teacher must develop a Professional Growth or Improvement Plan based on the results of their most recent evaluation. These plans are to be developed annually and must be based on the results of the evaluation and

aligned to any existing District or building improvement plan.

Teachers with a final holistic rating of Accomplished must develop a self-directed Professional Growth Plan.

Teachers with a final holistic rating of Skilled must develop a Professional Growth Plan working jointly with the credentialed evaluator.

Teachers with a final holistic rating of Developing must develop an Improvement Plan that is guided by their assigned credentialed evaluators.

Teachers with a final summative rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluators.

Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use in making retention and promotion decisions based on evaluation results.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations.

Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly performing teachers based on evaluation results.

Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the SBOE's evaluation framework.

EXHIBIT H

Class Size Stipends

Elementary teachers that have classes over the targets specified in the negotiated agreement:

1 to 4 students over target $500

5 or more $1000

Middle School and High School teachers that are over 150

151 to 155 $500

156 to 160 $1000

161 and higher $1500

Class size will be based on the average number of students in ELA, Math, Science, and SS classrooms based on DASL student enrollment.

*These exclude study hall, music groups, band and other similar large group programs.

*Stipends are based on yearly averages of enrollment

EXHIBIT I

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TEAYS VALLEY EDUCATION ASSOCIATION AND THE BOARD OF EDUCATION OF THE TEAYS VALLEY SCHOOL DISTRICT

RE: HOLDING TWO SUPPLEMENTALS

WHEREAS the Association and the Board stipulate that the collective bargaining agreement Article 8 part K reads in part:

One person is not allowed to hold two supplemental contracts for the same sport/season.

WHEREAS the Association and the Board agree that there are times when the Board has exhausted all avenues to fill a supplemental position and cannot do so.

WHEREAS in these above instances the Board and Association agree that it would be a detriment to the students if these supplementals went unfilled.

NOW THEREFORE LET IT BE RESOLVED that the Association and Board agree to allow one person to hold two supplemental contracts for the same sport/season if:

1. All avenues have been exhausted,
2. No other candidates,
3. The parties agree, and
4. It is feasible a person can hold both positions.

FOR THE ASSOCIATION:

2/23/17
Date

FOR THE BOARD:

2/27/2017
Date