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SANDY VALLEY EDUCATION ASSOCIATION

Negotiated Agreement
with the

SANDY VALLEY

BOARD OF EDUCATION

Effective July 1, 2026– June 30, 2028

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ARTICLE I – RECOGNITION

A. The Board of Education of the Sandy Valley School District, hereinafter "Board", recognizes the Sandy Valley Education Association/OEA/NEA, hereinafter "Association", or "SVEA", as the sole and exclusive bargaining agent for the members of the bargaining unit, hereinafter "teacher" or "teachers", which shall consist of all teachers, guidance counselors, psychologists, school social workers, librarians, tutors and others included under Ohio Revised Code (ORC) 4117, excluding the Superintendent, principals, substitutes and other positions excluded by ORC 4117.

B. The parties hereby agree that any bargaining unit member who works five (5) hours per week or less shall be exempted from the bargaining unit.

ARTICLE II – PROFESSIONAL NEGOTIATIONS

A. PROCEDURES

1. Inaugurating Steps to Negotiations

   a. A written request for meetings, specifying the subject matter to be considered, will be submitted by the Sandy Valley Education Association.

   b. Issues proposed for negotiations shall be submitted in writing by the Association to the Superintendent or his/her designated representative(s), or by the Superintendent to the Association President, or his/her designated representative(s), on or before March 1 of any year, or, if a previously negotiated agreement has been entered into, on or before March 1 of the year immediately preceding the expiration of such agreement or any part thereof.

   c. A mutually convenient meeting date shall be set no later than March 15, unless all parties agree to a later date.

d. Prior to the beginning of negotiations, the superintendent, or his/her designated representative and the designated representative of the Association shall cooperatively develop and adopt an agenda listing all issues which shall be negotiated during the current school year. Upon adoption of said agenda, no issue shall be added to the agenda for negotiations without the mutual consent of the Superintendent or his/her designated representatives and the representatives of the Association.

2. Scope of Bargaining

Scope of bargaining shall include all matters pertaining to wages, hours, or terms and other conditions of employment. The continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement is subject to collective bargaining between the parties.

3. Meetings

Meetings between the committee of the Sandy Valley Education Association and a committee representing the Board will be scheduled for a mutually satisfactory time [within fifteen (15) days after the date of request for a meeting, unless mutually satisfactory later date is agreed upon].

a. Relevant data and supporting information, proposals and counter-proposals will be presented.

b. At all negotiations sessions each team shall be composed of no more than four (4) persons each. The Board shall select its team members, and the Association shall select its team members.

c. During the period of consideration, interim reports of progress may be made to the Sandy

Valley Education Association by its committee and to the Board by its representatives.

d. While discussions are in progress, any release prepared for news media shall be approved by both groups.

e. Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a time to caucus which will not exceed thirty (30) minutes unless both parties agree to a longer period of time.

4. Exchange of Information

The Board and Superintendent agree to furnish the Sandy Valley Education Association, upon reasonable request, all available information concerning financial resources of the District. In return, the Sandy Valley Education Association agrees to provide all information concerning negotiations items as available from its records or those of its affiliate organizations such as the National Education Association and the Ohio Education Association.

5. Agreement

When total tentative agreement is reached through negotiations, on all items, the total tentative contract shall, within seven (7) calendar days, be submitted to the Association for formal approval. Following ratification by the Association, the Board shall act within seven (7) calendar days on the tentative contract. The resulting ratified Agreement shall prevail over any conflicting Board policy.

6. Disagreement

a. Responsibilities

(1.) The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize such facilities as are provided in this agreement.

(2.) Good faith involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Board and the Association be willing to discuss each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or to offer counter proposals. However, either party is not compelled to agree to a proposal or make a concession.

(3.) While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

b. Dispute Resolution

(1.) If, after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of a mutually agreed upon mediator to assist in negotiations and dispute resolution.

(2.) In the event that all attempts to reach agreement through mediation have failed and the parties are unable to reach agreement within fifteen (15) days prior to the expiration of the existing Agreement or any extension thereof, then the Association shall have the right to proceed in accordance with ORC 4117 to give notice of its right to strike and to exercise that right.

(3.) This process shall constitute a mutually agreed upon dispute settlement procedure as specified in ORC 4117.14 (C) and which supersedes ORC 4117. SERB shall have no authority to impose any other alternate dispute resolution procedure on the parties unless jointly agreed to by SVEA and the Board. If SERB attempts to assert jurisdiction, the parties shall jointly oppose such effort in Common Pleas Court.

ARTICLE III – ASSOCIATION AND BOARD RIGHTS

A. As the recognized representative and bargaining agent for the bargaining unit, the Association has the following privileges:

1. The use of one (1) designated bulletin board within each building for Association announcements, provided that no announcement shall be posted without prior notice to the building principal.

2. The use of member's mailboxes for the distribution of Association announcements and memoranda, provided no such distribution shall be made without the prior notification of the building principal.

3. The use of the Board's inter-school mail service for delivery of items which are appropriate as determined by the general office guideline for mail service.

B. Upon completion of this Contract, it shall be printed in pocket size at the joint expense of the Association and the Board; and copies distributed by the Association to all members of the bargaining unit, and by the Superintendent to the Board and Administration. The Board shall be entitled to fifty (50) copies. In addition, one hundred twenty-five (125) copies will be available to the Association.

C. INFORMATION

The administration shall provide the following items to the Association, forwarding same to the Association President, as they become available:

1. Board of Education agenda

2. Minutes of the Board of Education meetings

3. Detailed financial statement

4. Monthly expenditure list

D. PAYROLL DEDUCTION

1. Dues

a. The Board, through the Treasurer, shall provide fifteen (15) payroll deductions for SVEA and affiliate dues. All deductions for dues shall start with the second pay in October.

b. Payroll deduction authorization forms designated by SVEA will be completed and be submitted to the treasurer to authorize payroll deduction.

c. For those persons whose payroll deduction authorization forms are not submitted by September 30 to the Treasurer, payroll deduction will start the month following submission of the authorization form and the professional dues shall be divided equally on the remaining number of payroll deductions provided in paragraph D.1.a. above.

d. For those persons already on payroll deduction for SVEA and affiliate dues, succeeding year payroll deduction will start with the second pay in October and continue for fourteen (14) consecutive pays and these persons shall remain on continuous payroll deduction from year to year without submission of a new authorization form. Persons wishing to withdraw

from payroll deductions for the succeeding year must notify the Board and the SVEA in writing of their intent to withdraw from payroll deduction for the succeeding year; if no notice is received, payroll deduction shall continue automatically for the succeeding year.

e. The SVEA shall notify the Board Treasurer of the amount of dues to be deducted no later than September 1 for those persons on continuous payroll deduction.

f. The Board Treasurer shall submit monthly to the SVEA President a list of staff on payroll deduction, the amount deducted, and a check for the total amount deducted that month.

g. The Board, recognizing the SVEA as the exclusive representative of the staff, shall not permit payroll deduction of dues for any organization competing with the SVEA and its affiliates so long as the SVEA remains the recognized exclusive representative of the certificated staff.

2. Payroll Deduction for Dues

a. The Board shall deduct the periodic dues of Association members.

b. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Sandy Valley Local School District, its members, the Treasurer, Superintendent and all members of the administrative staff.

c. Association dues deducted from teachers' paychecks will be provided to the Association Treasurer not later than five (5) calendar days after the last pay of the month.

d. Association dues shall be deducted equally from each remaining paycheck on a contract year basis. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted for each employee by the end of the first week of September. The Association shall not grieve non-intentional mistakes in deductions made by the Board Treasurer, so long as the errors are corrected in a reasonable time.

2. Credit Union

The Board, through the Treasurer, shall provide payroll deductions for credit union. Such deductions shall be over twenty-four (24) pays and shall continue from year to year at the discretion of the employee.

3. Annuities

Annuities will be authorized by the Board when the necessary conditions of the annuities fund have been met.

a. Such deductions shall continue from month to month, year to year, until employment terminates or the said teacher gives written notice to the Board Treasurer requesting such payments be discontinued.

b. The individual teacher shall hold harmless the Board and Treasurer for annuity deductions requested by the teacher which may be over the amount allowed by law.

4. City Income Tax

Any member of the bargaining unit may have city income tax withheld from his/her pay. The amount of said

deduction and to what city the taxes are to be paid shall be submitted to the Board Treasurer. Forms for such deduction shall be provided by the Board Treasurer.

5. STRS Deduction for Purchase of Service Credit

Any member of the bargaining unit who desires payroll deduction for the purchasing of credit for STRS may do so with pre-tax dollars in accordance with rules and regulations established by the STRS.

E. The preceding deductions shall be provided by the Board at no cost to members of the bargaining unit.

F. TEACHER FACILITIES

The Board shall ensure that all teaching facilities are in a clean and safety-conscious environment, and shall provide the basic items required for each staff member to include a desk (or cubicle), a chair, and a filing cabinet and/or storage area. Either the filing cabinet or the storage area will be lockable.

G. MANAGEMENT RIGHTS

1. The Board hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States including, but without limiting the generality of the foregoing, all of the rights identified in ORC 4117.08. These include:

a. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;

b. Direct, supervise, evaluate and hire employees;

c. Maintain and improve the efficiency and effectiveness of Board operations;

d. Determine the overall methods, process, means, or personnel by which School District operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

e. Suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;

f. Determine the adequacy of the work force;

g. Determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;

h. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members; and

i. Take actions to carry out the mission of the School District.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the State Board of Education and the Constitution and laws of the United States.

3. The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

ARTICLE IV – BUILDING LEADERSHIP TEAM

A. A Building Leadership Team will be established in each school composed of the principal and a minimum of three (3) teachers chosen in collaboration between the building's administration and the association to advise and coordinate building policy and planning of the in-service education programs.

B. No teacher shall be required to serve on the committee in two (2) consecutive years without his/her consent.

ARTICLE V – CONFLICT WITH LAW

If any provision of this contract, or any application of the provisions of this contract, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions shall be renegotiated by the parties, if possible, within sixty (60) days of the parties being made aware of such conflict.

ARTICLE VI – CONTRACTS/FAIR DISMISSAL

A. CONTRACTS

1. Limited Teacher contracts will be acted upon by the Board, for currently employed teachers, no later than June 1 as per Ohio Revised Code.

2. Limited supplemental contracts will expire automatically at the end of the school year in which they expire.

3. Contracts issued to teachers will contain the following information:

   a. Type of contract (Limited or Continuing). After the first year on a continuing contract, employees get only a salary notice. Limited contracts will specify the year(s) in effect.

b. Annual compensation to be paid for the first year of the contract including the semi-monthly salary and number of pay periods.

c. Basis for determining compensation for the first year of the contract [i.e. BA Degree, year(s) of experience]. Thereafter, in accordance with Article XXIV, teachers must notify the superintendent in writing of any change in educational status for purposes of salary schedule movement on or before October 1 in the year they wish to receive an increase in educational placement on the salary schedule. In addition, any and all changes to salary schedule placement shall be prospective only and it is incumbent upon the teacher to assume responsibility for verifying appropriate placement and to provide documentation relating to any claimed discrepancy.

d. Signature of the employee, Board President, Treasurer and the dates of signing.

4. Limited one-year contracts will ordinarily be issued to teachers new to the Sandy Valley Local School System. No more than four (4) consecutive one-year contracts shall be offered to a teacher in the system. Teachers having held four (4) one-year contracts may be issued no less than a two-year contract. Upon the expiration of the third two-year contract, teachers may be issued no less than a three-year contract thereafter unless or until the professional staff member applies for and obtains continuing contract status. Then a contract may be issued according to the ORC 3319.11.

5. Procedure of Consideration of Continuing Contract Status

Any bargaining unit member anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by the end of the first full week of September of the school year in which the bargaining unit member becomes eligible.

B. FAIR DISMISSAL

1. a. Except as otherwise provided in B.2. below, or otherwise in Article X (Hiring /Rehiring Retirees), the parties agree to follow ORC 3319.11, 3319.111 and 3319.16 (which can be found at www.legislature.state.oh.us under Laws, Acts and Legislation), as amended, regarding the observation, evaluation, nonrenewal and termination of employees. The parties further agree to remove and delete from this Collective Bargaining Agreement any provisions regarding these areas, and the parties specifically intend that all actions of the Board of Education with respect to observation, evaluation, nonrenewal and termination shall not be subject to this Collective Bargaining Agreement.

b. The parties intend that any disputes which arise regarding the observation, evaluation, nonrenewal or termination shall be pursued and resolved only through appropriate court action and not through any redress available through this Collective Bargaining Agreement.

2. For members of the bargaining unit employed after April 1, 2001: ORC 3319.11 and 3319.111 shall not apply to any limited contract teacher who has not begun his/her fourth (4th) year of service in the District, nor shall it apply to hired/rehired retirees. However, for members of the bargaining unit employed after April 1, 2001: ORC 3319.11 and 3319.111 shall not apply to any limited contract teacher, under a resident educator license, an alternative resident educator license of any type, or a one-year out of state educator license who has not begun their 5th year in the district.

3. Any bargaining unit member subject to non-renewal shall be notified on or before June 1 of the year of nonrenewal. However, such notices must be at least ten (10) days prior to the Board meeting at which such action is to be taken. The bargaining unit member shall

have the right to meet with the Board in executive session.

ARTICLE VII – DRUG FREE WORKPLACE

A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug related offense.

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

ARTICLE VIII – EVALUATION PROCEDURE & INSTRUMENT

A. EVALUATION OF CERTIFIED STAFF

1. Evaluation of certified staff using Ohio Teacher Evaluation System (OTES); or any other new evaluation model adopted per ODE/O.R.C.

   a. The Sandy Valley evaluation procedure is intended to provide an evaluation model that is research based, evidence based, transparent, and fair. It will serve as a tool to guide the professional development of our teachers. It will also be utilized to make decisions regarding employment and re-employment.

   b. Notwithstanding O.R.C. §3319.09, this provision applies to any person employed under a teacher license issued under O.R.C. §3319, or under a professional or permanent teacher's certificate issued under former O.R.C. 3319.222, and who spends at least 50% of the time employed providing content-related student instruction.

2. Evaluation of certified staff members whose schedules do not meet the guidelines for OTES.

a. Will receive a minimum of two formal evaluations per year.

b. Evaluations must be completed by May 1, with a written copy of their results by May 10.

B. CREDENTIALED EVALUATORS

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

2. Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. District administrators and/or normally purchased county services (i.e. Special Education Director, Gifted Coordinator) shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements.

3. Any additional credentialed evaluators must be mutually agreed upon by the Superintendent and the SVEA President.

C. EVALUATION COMMITTEE

For the purpose of evaluating the policy, procedures and process of OTES, a mutually agreed upon evaluation committee will be formed which will consist of up to four Association members and up to four Administrators.

1. The committee will be responsible for assisting in the determination of the teacher in the appropriate teacher evaluation category (OTES and non-OTES).

2. Additionally, the committee will assess and review the many facets of student growth measures and provide professional feedback.

3. Any committee required by the superintendent performed outside of the contractual work day shall be

paid at the hourly instructional rate of BA 0 (Bachelor's degree, step zero).

D. PROCESS AND PROCEDURE

Ohio Revised Code 3319 requires observation of the teacher being evaluated, including at least two formal observations by the evaluator of at least thirty minutes each and classroom walkthroughs.

1. There will be a pre and post conference for each formal observation.

2. Each teacher will be provided a written report of results from the teacher evaluation with a summative final rating as provided by the Ohio Revised Code.

3. Walkthroughs will be at the discretion of the Administration.

E. OBSERVATION CONFERENCE

1. A pre-observation conference and a post-observation conference shall be held before/after each formal observation.

2. A pre-observation shall be scheduled at least two days prior to an observation and will allow teachers to discuss the expectations of his/her class.

3. Post-observation conference should take place within two (2) calendar weeks of the observation and the teacher shall be provided a copy of the completed walkthrough form.

ARTICLE IX – GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of this agreement.

2. "Days" in this procedure shall be working (school) days. During the summer recess, "days" shall be weekdays.

3. A "grievant" shall be a member(s) of the bargaining unit initiating a grievance or the SVEA.

B. RIGHTS

1. A grievant may be accompanied at all steps of the grievance procedure by a representative of the Association or counsel.

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

3. If a grievance is not processed within the time lines given, unless they have been extended by mutual agreement, the grievance shall be deemed settled on the basis of the disposition of that step.

4. If the grievance is not initiated within twenty-five (25) days after the aggrieved person knew of or should have known of the event or condition upon which it is based, the grievance shall be considered waived.

5. The written grievance and copies of all communications, decisions, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.

C. PROCEDURE

1. Level I (Informal) – A teacher with a grievance may initiate this procedure in one of the following ways:

   a. He/she may approach the administrator immediately concerned and schedule a meeting to discuss the matter on his/her own behalf.

b. If the grievance is not resolved with the administrator concerned within four (4) days, the grievant must notify the Association.

c. He/she may request that a representative of the Association accompany him/her in a meeting with the administrator, and the Association representative may speak on behalf of the grievant if desired. The administrator shall not initiate any consultation with the grievant prior to the scheduled meeting at which the Association representative is to be present.

d. By the twenty-ninth (29th) day the Association shall notify the Superintendent verbally, with written notification to follow, that the situation is serious and if the grievance is not resolved within four days, may be pursued to Level II.

e. The Level I informal grievance need not be in writing and will remain confidential.

2. Level II – If the grievance is not resolved as a result of the Level I Informal meeting, it may be pursued further by submitting a completed Grievance Report Form, Level II, in duplicate, within four (4) days of the Association's notification to the Superintendent (Level I). Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant(s). The immediate supervisor shall write a disposition of the grievance within fifteen (15) days after such meeting by completing Level II of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

3. Level III – If the grievant is not satisfied with the disposition of the grievance in Level II, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Level III and submit same to the Superintendent or his/her designee, who shall within fifteen (15) days meet with the grievant and write his/her disposition of the grievance by completing his/her portion of Level III, forwarding a copy to the grievant, the Association and the immediate supervisor.

4. Level IV – If the grievant is not satisfied with the disposition of the grievance at Level III, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Level IV and submit same to the President of the Board or his/her designee. The Board at its option may meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held within fifteen (15) days of receipt by the Board President of the Level IV grievance. The disposition of the grievance shall be written by the Board of Education and given to the grievant, or if no meeting is conducted within fifteen (15) days following the delivery of the grievance, to the Board President.

5. Level V

   a. If the grievant is not satisfied with the disposition of the grievance at Level IV, the SVEA may request a hearing before an arbitrator by completing Grievance Report Form, Level V. The SVEA's request for arbitration shall be made within five (5) days following the receipt of the disposition of grievance under Level IV. The SVEA's request for arbitration shall be by certified mail, with a return receipt requested, to the Superintendent. Within five (5) days following receipt of the SVEA's request for arbitration, the Superintendent or his/her designee and the SVEA's designee shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the Voluntary Rules of the AAA. A second list of seven (7) names may be requested by either party. The toss of a coin shall determine who strikes first.

   b. After the arbitrator has been selected, the arbitration process shall be in accordance with the rules and regulations of the AAA.

c. The arbitrator shall hold the necessary hearing promptly and issue the decision with such time as may be agreed upon. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement. The arbitrator does not have the power to change any evaluation. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

d. The cost of the arbitration shall be shared equally by the Board and the Association.

D. MISCELLANEOUS

1. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

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

3. No reprisals of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.

4. No release of information to the news media shall be given unless mutually agreed upon by both parties.

5. No teacher may be represented by any local teacher organization other than the SVEA, if he or she chooses to be represented by any organization at all, in any grievance procedure initiated pursuant to this agreement.

ARTICLE X – HIRING/ REHIRING RETIREES

A. The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If

such individual is hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one year limited contract, which shall automatically expire; and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.

2. Neither ORC 3319.11, 3319.111, nor 3319.17 shall apply.

3. The Board, at its sole discretion, may offer insurance benefits.

4. The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or board policy.

5. The employee agrees to be placed on the salary schedule at a step and column as if he/she was a new hire to the District, i.e. five (5) years experience and five (5) years military to a maximum of ten (10).

6. The following Articles of the Collective Bargaining Agreement shall not be applicable to individuals hired/rehired under this Article:

Article XXII	Reduction in Force
Article XXVI	Severance Pay
Article XXX	Vacancies and Transfers

ARTICLE XI – IN-SERVICE

Bargaining unit members may be required to attend up to twenty (20) hours in-service meetings per year, in addition to the current 185 days, under the following conditions:

A. The dates for the in-service shall be agreed upon by the Labor/Management Committee.

B. The rate of pay shall be at the BA Step 0 rate with a minimum of 2 hours per in-service meeting.

ARTICLE XII – INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least thirty-seven and a half (37.5) hours per week.

Part-time teachers, who are participating in the insurance program as of June 30, 2016, working twenty-five (25) hours or more may participate in the medical insurance program by paying fifty (50%) of the cost.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted more coverage information.

Medical

A. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees. Part-time employees will pay 50% of the premium.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $70,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board will pay 85% of the premium and the employee will pay 15% for full-time employees. Part-time employees will pay 50% of the premium.

Vision Insurance

The Board will pay 85% of the premium and the employee will pay 15% for full-time employees. Part-time employees will pay 50% of the premium.

Section 125 - Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.
All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

PREMIUM HOLIDAYS: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

SAME SEX MARRIAGE: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE XIII - LABOR MANAGEMENT COMMITTEE

A. A Labor Management Committee (LMC) shall be established.

B. The Superintendent and the Association President shall be members of the committee and shall each appoint up to three (3) other members to serve on the Committee.

C. The Committee shall meet at least four (4) times per school year unless the parties modify the number of meetings no later than March 31 of any year.

D. The purpose of the LMC shall be to discuss issues for the exchange of information concerning programs, policies or subjects of interest to both parties and to identify and correct areas of potential problems.

ARTICLE XIV – LEAVES

A. MATERNITY/CHILD CARE LEAVE – UNPAID

1. Maternity Leave or Child Care Leave shall be granted to any employee. With written authorization from a physician, the teacher shall be allowed to continue teaching as long as the physician deems that person capable of performing assigned duties. The Board reserves the right to request additional certification and re-examination should it be felt that the teacher is not satisfactorily performing the assigned duties.

2. In the case of adoption of a child less than one (1) year of age, Child Care Leave commencing with receipt of custody may be taken using the provisions of this Section.

3. Written notification of intent to take maternity/paternity leave must be submitted specifically to the Superintendent. A conference with the employee and the Superintendent will follow. Approval for leave will be given directly from the Superintendent. Written notification of intent to take Maternity Leave should be received no less than thirty (30) days prior to requested

date of commencement of leave. At that time, a letter of intent should also be filed stating the date of termination of leave and return to service, to coincide with the beginning of a grading period. Should the leave extend beyond the length of the school year, the Board requires the teacher to state in writing the intent of returning at the beginning of the next school year; otherwise, Maternity Leave will not be extended beyond one (1) school year.

4. The teacher has the right to return to the same position or one similar.

5. Rights While on Leave

   Teachers on Maternity Leave shall be carried on all applicable employment lists so that the teacher may continue Board-paid hospitalization, major medical, and life insurance. If the teacher chooses to continue any or all of the above insurances, said teacher shall reimburse the Board in advance, either monthly or quarterly, the Board cost of selected insurances.

6. Teachers opting not to return to service must notify the Board by May 1 prior to the school year they are expected to return.

B. PERSONAL LEAVE – PAID

All teachers in the Sandy Valley Local School District will be granted a maximum of three (3) days personal leave. These three (3) personal leave days shall consist of three (3) unrestricted personal days (confidential personal matters).

1. Personal leave cannot be used immediately before or after a school vacation. Such vacation shall be defined as Thanksgiving, Christmas, Spring and Summer vacations.

2. Personal leave may be granted immediately before or after a holiday in the school calendar (other than the above school vacations) on a case by case basis only, and at the sole discretion of the Superintendent.

3. A request for personal leave shall be made to the appropriate administrator via AESOP with advance notification of at least five (5) days. However, in cases of emergency, requests will be made with as much advance notice as possible. If circumstances make an advance request impossible, the employee shall notify the superintendent for the reason for the leave, and when appropriate, the request will be granted after the fact.

4. Requests made by more than ten (10) bargaining unit members will be accepted on a case by case basis, and at the sole discretion of the superintendent.

5. Additional days to those provided above may be approved by the Board on a case-by-case basis at the sole discretion of the Superintendent.

6. Falsification of Personal Leave shall be grounds for the following:

   a. First offense – reprimand or suspension by superintendent.

   b. Second offense – termination.

7. Any personal leave requested after April 1, must be approved by the Superintendent during the term of this contract (July 1, 2026 – June 30, 2028).

8. During the term of this contract (July 1, 2026 – June 30, 2028), each unused personal day shall be converted to the employee's sick leave balance at the end of the contractual year.

C. PROFESSIONAL LEAVE – UNPAID

1. Upon the written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed at the discretion of the Board. Upon return to service of a teacher at the expiration of a leave of absence, he/she

shall resume the contract status which he/she held prior to such leave. The leave shall neither begin nor end during any school year.

2. The leave shall be available at the discretion of the Board for each teacher. The teacher must have been teaching in the Sandy Valley Local School District for at least three (3) years. Leave shall not be available to the teacher until he/she has taught an additional five (5) years since the conclusion of his/her last leave. No more than five percent (5%) of the certificated staff may participate in this program each year.

3. The written request for leave must be made to the Superintendent from March 1 through April 1 preceding the school year for which the request is being made. The teacher has the right to return to the same position or one similar to that which he held prior to taking leave. The request for such assignment must be made on or before March 1 prior to the school year in which he/she wishes to return to teaching in the District. Should a teacher reconsider and wish not to take the granted leave, such early return will be at the discretion of the Board.

D. SICK LEAVE – PAID

1. Days of absence authorized under this provision shall be deducted from the Sick Leave accumulation. One and one-fourth (1-1/4) days of Sick Leave shall be granted full-time employees for each completed month of employment up to fifteen (15) days. Maximum accumulation shall be three hundred ten (310) days.

2. Should an employee have absences due to illness of more than the total accumulated Sick Leave such employee, unless employed on an hourly basis, will be granted an advancement of Sick Leave to a maximum of five (5) days, if requested. If the employee should resign, be placed on a leave of absence, or become deceased before this advancement of Sick Leave has been earned back, such unearned Sick Leave shall be deducted from final adjusted pay.

3. Previously accumulated Sick Leave of a teacher who has been separated from another Ohio public agency as provided in ORC 3319.141 shall be accepted at full value up to the maximum limit of this contract, provided none of such accumulated Sick Leave has been converted to pay upon retirement as provided by ORC 124.39.

4. Standard reasons acceptable for sick leave are:

   a. Personal illness;

   b. Injury;

   c. Absence due to illness, injury or death in the employee's immediate family;

   d. Exposure to contagious disease which could be communicated to others;

   e. Pregnancy;

   f. Death of grandparents, grandparents-in-law, aunts, uncles, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

5. For purposes of absence due to illness, injury or death in the employee's immediate family, immediate family shall be defined to include bona fide members of the employee's household and/or spouse, parent, child, brother, sister, mother or father-in-law, stepchildren, stepparents, foster children, and foster parents. Death of a relative not included in the above-mentioned may be considered by the Superintendent and leave chargeable to sick leave will be authorized for not more than two (2) days.

6. An entry in AESOP must be completed for any day or part of day used. The electronic entry must include a statement justifying usage of Sick Leave for one of the reasons stated above.

7. The Superintendent may, in his/her sole discretion, grant

Sick Leave for family members other than those listed.

E. ASSAULT LEAVE – PAID

If any member of the bargaining unit is physically assaulted while performing his/her assignments or duties which are authorized or ordered by the Superintendent or his/her designee, the Board shall grant leave of absence for the period of recovery so designated by the employee's physician. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to Sick Leave or any other leave. Such leave shall be for a maximum of thirty (30) days unless an extension is mutually agreed to by the teacher and the Board.

F. UNPAID LEAVE

Under extenuating circumstances, bargaining unit members may apply in writing for unpaid leave. Such leave will be approved on a case by case basis at the sole discretion of the Superintendent.

G. FAMILY AND MEDICAL LEAVE

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act (FMLA), the leave shall be administered under the provisions of the FMLA.

2. Upon approval of the Superintendent and the Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

3. The Board shall provide a copy of the policy on FMLA in the library of each building.

ARTICLE XV – LENGTH OF SCHOOL YEAR

A. SCHOOL YEAR FOR TEACHERS

The teaching contract year shall consist of no more than one hundred eighty-five (185) working days for teachers who have taught the previous school year in the Sandy Valley Local School

District. The teaching contract year shall consist of no more than one hundred eighty-seven (187) working days for teachers who have not taught the previous school year in the Sandy Valley Local School District.

B. The teaching contract shall consist of one hundred eighty-five (185) days.

1. These days shall be allocated in the following manner:

Student days	179
Professional Meetings	2
Parent/Teacher Conference Open House/Conference shall be required if held within the flexible work dates, and shall count toward Parent/Teacher time.	2
Workdays	
Workdays before school starts 5 days prior to start of contract and or/ five days after last contractual day	2(with flexible dates)
Total Days	185

2. In addition to the professional meetings' days specified above, staff development may be provided during student days.

3. Administrative meetings shall not be scheduled on teacher workdays, unless mutually agreed upon.

C. The school year will mean that teachers' daily rate shall be the annual salary divided by one hundred eighty-five (185). The official Sandy Valley Local School District calendar shall not be longer but may be shorter than the school year for teachers as outlined.

D. Any days schools are closed due to calamity shall not be rescheduled unless the school calendar is reduced by the hour

equivalent of more than five (5) school days and one (1) additional student day.

E. Should the school year be reduced beyond the days included in the adopted school calendar, and therefore fall below the minimum required above, then additional days may be added to the school calendar at the discretion of the Board for days missed over five (5) and one (1) additional student day following discussion with the Association President prior to action being taken. All make-up days required by the Board as set forth above shall be rescheduled without additional compensation.

ARTICLE XVI – MENTOR PROGRAM

A. PURPOSE

In July 2009, Ohio House Bill 1 was passed, mandating a new four-tier licensure system for teachers. This new four-tier licensure system included the requirement to implement a Resident Educator Program. Section 3301-24-04 (A) (2) of the Ohio's Teacher Education and Licensure standard declares that:

"Beginning July 1, 2011, any individual who is employed under a resident educator license or alternative resident educator license and who meets eligibility criteria established by the Ohio Department of Education (education.ohio.gov) shall be required to successfully complete a Resident Educator Program consistent with standards established by the Ohio Department of Education (education.ohio.gov)."

B. INTENTION

1. Beginning in the school year, the Board of Education intends to provide all professional staff members, who hold a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license, with year-long program orientation, assistance, and support during their period of residency while employed by the district.

2. Communication between the Mentor and the Resident Educator must be confidential. The Mentor is a helper and is not part of the Ohio Teacher Evaluation System

formal evaluation procedure. The Resident Educator Program does not replace employment evaluation.

3. A Resident Educator will be required to participate and successfully complete all requirements of the Resident Educator Program as stated by the Ohio Department of Education.

C. DEFINITIONS

1. The Resident Educator (RE) Program

The Resident Educator (RE) Program means an up to four year program of mentoring and formative and summative assessments that will begin January 1, 2011 and provide Ohio's newest educators with ongoing support that is critical to their development as educators.

a. The Resident Educator (RE) Program shall be up to four years in length and shall include a minimum of one hundred twenty (120) school days each year.

b. The Resident Educator (RE) Program will be developed jointly by the District Resident Educator Mentor Coordinator and administrative personnel and follow the program guidelines established by the Ohio Department of Education.

2. Resident Educator

A candidate for the Resident Educator Program shall be:

An educator holding a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license.

3. Mentor

A mentor is a person who has completed a district prescribed training program and is assigned to provide professional support to an individual in the Resident

Educator Program. An administrator or designee will assign a Mentor to the Resident Educator.

a. District Resident Educator Mentor Coordinator – provides district leadership and serves as liaison with the county-, ensures resident educators meet all requirements, and mentor a cohort consisting of year II or year III and/or IV resident educators within the district (not to exceed 4 Resident Educators). The District Resident Educator Mentor will also serve as the Building Mentor Coordinator at his/her assigned building.

b. Building Resident Educator Mentor Coordinator – will work with the District Resident Educator Mentor Coordinator to coordinate the mentor and resident educator responsibilities in a building and mentor a cohort consisting of year II or year III and/or IV Resident Educators assigned to the building (not to exceed 4 Resident Educators).

c. Resident Educator(s) Coach/Facilitator – will mentor an additional cohort (if needed) consisting of year II or year III and/or IV resident educators (not to exceed 4 Resident Educators within a cohort).

d. Resident Educator Mentor (Year 1) – will mentor an educator in year I of the Resident Educator Program within the district.

4. Mentor Criteria

The Mentor shall meet the following criteria:

a. Shall be currently teaching in the Sandy Valley Local School District; and

b. Shall have at least five (5) years of teaching experience; and

c. Shall be willing to follow responsibilities outlined in the District Mentor Handbook; and

d. Shall have recent classroom experience within the last five (5) years; and

e. Shall complete the district application process; and

f. Shall be selected by the district/school to attend state-sponsored mentor training(s); and

g. Shall attend and successfully complete required state-sponsored mentor training(s); and

h. Shall hold a five-year professional license or a two-year provisional license that has been renewed two or more times; and

i. Shall be a current State Certified Mentor.

5. Resident Educator

The Resident Educator Program for beginning teachers provides new educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and, at the same time, enhancing student achievement.

In addition, it is understood by the Board and the Association that participation in the Resident Educator program by new educators and/or Mentors is in no way connected with the negotiated employee evaluation system. As such, Mentor Teachers shall not participate in the evaluation of Resident Educators, nor shall the evaluation of a Mentor Teacher be affected by his/her performance in the program. Mentor Teachers shall communicate directly with Resident Educators and shall not discuss/report the performance and/or progress of the Resident Educator with any administrator, assessor, or other bargaining unit member.

ARTICLE XVII – MILEAGE REIMBURSEMENT

A. Any teacher who travels on any prior approved trip outside the district on official school business will be reimbursed mileage at the IRS rate in effect on July 1 of each year. Such payment shall also apply for those teachers who must travel from building to building as part of their assignment either regularly or as a special assignment.

B. The formula used to compute mileage shall be the distance from assigned building to location of approved trip to home subtracting distance from assigned building to home multiplied by mileage rate.

Example:

Distance from school to approved location to home	17 miles
Distance from school to home	-8 miles
	9
	x current IRS rate

C. Such payment shall be made out of expense accounts rather than salary accounts.

ARTICLE XVIII – NO STRIKE

A. For the duration of this contract, neither the SVEA nor the employees represented by the SVEA shall engage in any strike or slowdown designed to interfere with normal operations of the school district.

B. The Board agrees not to "lock out" any member of the bargaining unit represented by the SVEA. A violation of this clause will represent a breach of this contract and render all agreements herein null and void.

ARTICLE XIX – PERSONNEL FILE

A. 1. Teachers shall have the right, upon request, to review the contents of their personnel file and to receive a copy at Board expense of any documents contained therein. A

teacher shall be entitled to have a representative of the Association accompany him/her during such review. Once every four (4) years, a teacher will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Office of the Superintendent and if he/she agrees, they will be destroyed.

2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.

3. Although the Board agrees to protect, within the limits of the law, the confidentiality of personal references, academic credentials and other similar documents contained in the personnel file, it will not establish separate "confidential" files. Nothing in Section C shall deny a teacher any of the rights under ORC 1347.

B. Any complaint regarding a teacher made to any member of the Administration by any parent, student or other person which is used in any manner in evaluating a teacher will be promptly investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE XX – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. The Sandy Valley Local Professional Development Committee (LPDC) shall be composed of four (4) teachers appointed by the Association, and four (4) positions appointed by the

Superintendent, three (3) administrators and one technical support position.

B. This committee shall have the responsibility for approving individual professional development plans submitted by all certificated/licensed education employees.

C. The LPDC must comply with all state laws.

D. Meeting times will be determined by the LPDC Committee.

E. Compensation for Committee Members will follow Article XXVII of the Negotiated Agreement.

ARTICLE XXI – PROFESSIONAL MEETINGS

A. WRITTEN SUMMARIES OF PROFESSIONAL MEETINGS

All certificated employees who attend a professional meeting may be asked to prepare a written summary of the professional meeting and submit it to the Superintendent before the Board of Education will pay a substitute teacher and/or other expenses incurred in the attendance of the meeting. The report should be of sufficient detail to be of value to fellow teachers informing them of the important information provided by the meeting. This report will be reproduced and distributed to all staff members.

B. A "professional meeting" shall be defined as: (1) a subject area meeting such as a mathematics convention, coaches clinic, or a librarian meeting, etc.; (2) a state, district and county education association sponsored meeting such as OEA Delegate Assembly or OEA Conference on Instruction, etc.; (3) such other meetings approved by the Board of Education.

C. The Association shall have six (6) such days at its discretion for Association related activities. This is over and above any other professional leaves granted by the Board. Any expenses incurred shall not be paid for by the Board.

ARTICLE XXII – REDUCTION IN FORCE

In the event that a reduction in force (RIF) becomes necessary due to reasons as provided in ORC 3319.17, finance or curriculum changes, the following provisions shall apply.

A. The Board shall determine the specific work locations and areas of certification and specialty or the specific positions to be eliminated.

B. Attrition and retirement shall be the first used methods by the Board to accomplish reductions in force.

C. Once the specific areas of certification/licensure, specialty or position are determined, and there is a necessity to reduce staff further than permitted in B above, then reduction shall be made by suspension of contract.

D. RETENTION

1. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

2. For the transition period ending on June 30, 2028, comparable evaluations of current OTES teachers will be defined as all evaluation ratings above "Developing."

E. ORDER OF REDUCTION

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

   a. Comparable evaluations.

   b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

2. Should the necessary reduction of staff required exceed the number of continuing contract teachers in the affected field, continuing contract teacher would be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

   a. Comparable evaluations.

   b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

3. Displacement

   In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), a teacher affected by a reduction in force may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certification/licensure in the area, unless there is a teacher or teachers in a lower effectiveness rating category, in which case the displaced teacher must bump the least senior teacher in the lowest effectiveness rating category available. When ties occur in the determination of seniority, they will be broken by the date of first actual work. If ties remain, the decision as to who shall be released shall be made solely by the Superintendent.

F. Once the reductions have been identified through the use of the above process then:

1. The Board shall publish a certified list to the SVEA of released teachers in the order for recall (only in the area(s) certified/licensed at the time of the RIF) determined by reversing the order of the above process, and

2. In determining whether a decrease in enrollment has occurred, the Board may use the enrollment figures for

the then current school year and the immediately preceding five school years.

3. a. A Seniority List which shall include names, areas of certification, years of experience at Sandy Valley, and type of contract (limited or continuing) held, will be given to the Association by November 15 of each year. A member or the Association shall have until January 15 of each year to submit any challenges or corrections to the list. Any error not challenged in writing to the Superintendent by January 15 is waived for that year. Any revised list will be shared with the Association as soon as the list is available.

   b. It shall be the responsibility of each "teacher" to notify, in writing, the Superintendent of all areas of certification they hold prior to November 15 of each year.

4. The Superintendent shall notify by certified mail or other receipted methods, any teacher whose job is eliminated.

G. RECALL

1. Teachers whose positions have been eliminated shall be placed on a recall list, other than those rated ineffective. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. When selecting among teachers with comparable evaluations, any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified/licensed for the position.

2. Teachers being recalled shall be notified by certified mail and shall have ten (10) working days from the date of receipt to respond affirmatively. It shall be the teacher's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) working days.

3. If the teacher fails to respond in the affirmative, within the time limits stated above, he/she shall be removed from the recall list and the Board shall have no further obligation to him/her and employment with Sandy Valley Schools will be severed.

4. Teacher(s) that have had their contracts suspended due to this procedure shall have the responsibility of providing the Board with a current, permanent address.

5. The preceding recall provisions shall apply for twenty-four (24) months from the effective date of the R.I.F. (as acted on by the Board). Following the twenty-four (24) month time period, the Board has no further obligation to recall the R.I.F.'d employee.

ARTICLE XXIII – RETIREMENT INCENTIVE

A. A one-time retirement bonus in the amount of two thousand five hundred dollars ($2500) will be available to bargaining unit members who have a minimum 10-years service at Sandy Valley Local Schools and provide an irrevocable notice of intent to retire by March 1st of the year of their retirement. Payment shall be made as part of the severance package.

B. If an employee dies prior to full payment of the incentive being made, his/her beneficiary/estate shall receive the balance of the payment.

ARTICLE XXIV – SALARY SCHEDULES

SALARY SCHEDULES

2026-27: 2.26% of MA+30 Step 27

$39,520.00

2026-2027 Sandy Valley Salary Schedule - Teachers (2%)

Step	at 1st Step	Index	BA	Index	BA+15	Index	MA	Index	MA+15	Index	MA+30
0	1	1.000	$39,520.00	1.050	$41,496.00	1.100	$43,472.00	1.150	$45,448.00	1.200	$47,424.00
1	2	1.045	$41,298.00	1.100	$43,472.00	1.155	$45,646.00	1.210	$47,819.00	1.260	$49,795.00
2	3	1.090	$43,077.00	1.150	$45,448.00	1.210	$47,819.00	1.270	$50,190.00	1.320	$52,166.00
3	4	1.135	$44,855.00	1.200	$47,424.00	1.265	$49,993.00	1.330	$52,562.00	1.380	$54,538.00
4	5	1.180	$46,634.00	1.250	$49,400.00	1.320	$52,166.00	1.390	$54,933.00	1.440	$56,909.00
5	6	1.225	$48,412.00	1.300	$51,376.00	1.375	$54,340.00	1.450	$57,304.00	1.500	$59,280.00
6	7	1.270	$50,190.00	1.350	$53,352.00	1.430	$56,514.00	1.510	$59,675.00	1.560	$61,651.00
7	8	1.315	$51,969.00	1.400	$55,328.00	1.485	$58,687.00	1.570	$62,048.00	1.620	$64,022.00
8	9	1.360	$53,747.00	1.450	$57,304.00	1.540	$60,861.00	1.630	$64,418.00	1.680	$66,394.00
9	10	1.405	$55,526.00	1.500	$59,280.00	1.595	$63,034.00	1.690	$66,789.00	1.740	$68,765.00
10	11	1.450	$57,304.00	1.550	$61,256.00	1.650	$65,208.00	1.750	$69,160.00	1.800	$71,136.00
11	12	1.495	$59,082.00	1.600	$63,232.00	1.705	$67,382.00	1.810	$71,531.00	1.860	$73,507.00
12	13	1.540	$60,861.00	1.650	$65,208.00	1.760	$69,555.00	1.870	$73,902.00	1.920	$75,878.00
13	14	1.585	$62,639.00	1.700	$67,184.00	1.815	$71,729.00	1.930	$76,274.00	1.980	$78,250.00
14	15	1.585	$62,639.00	1.700	$67,184.00	1.815	$71,729.00	1.930	$76,274.00	1.980	$78,250.00
15	16	1.630	$64,418.00	1.750	$69,160.00	1.870	$73,902.00	1.990	$78,645.00	2.040	$80,621.00
16	17	1.630	$64,418.00	1.750	$69,160.00	1.870	$73,902.00	1.990	$78,645.00	2.040	$80,621.00
17	18	1.630	$64,418.00	1.750	$69,160.00	1.870	$73,902.00	1.990	$78,645.00	2.040	$80,621.00
18	19	1.675	$66,196.00	1.800	$71,136.00	1.925	$76,076.00	2.050	$81,016.00	2.100	$82,992.00
19	20	1.675	$66,196.00	1.800	$71,136.00	1.925	$76,076.00	2.050	$81,016.00	2.100	$82,992.00
20	21	1.675	$66,196.00	1.800	$71,136.00	1.925	$76,076.00	2.050	$81,016.00	2.100	$82,992.00
21	22	1.720	$67,974.00	1.850	$73,112.00	1.980	$78,250.00	2.110	$83,387.00	2.160	$85,363.00
22	23	1.720	$67,974.00	1.850	$73,112.00	1.980	$78,250.00	2.110	$83,387.00	2.160	$85,363.00
23	24	1.720	$67,974.00	1.850	$73,112.00	1.980	$78,250.00	2.110	$83,387.00	2.160	$85,363.00
24	25	1.765	$69,753.00	1.900	$75,088.00	2.035	$80,423.00	2.170	$85,758.00	2.220	$87,734.00
25	26	1.765	$69,753.00	1.900	$75,088.00	2.035	$80,423.00	2.170	$85,758.00	2.220	$87,734.00
26	27	1.765	$69,753.00	1.900	$75,088.00	2.035	$80,423.00	2.170	$85,758.00	2.220	$87,734.00
27	28	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
28	29	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
29	30	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
30	31	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
31	32	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
32	33	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
33	34	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
34	35	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
35	36	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
36	37	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
37	38	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
38	39	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
39	40	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00
40	41	1.810	$71,531.00	1.950	$77,064.00	2.090	$82,597.00	2.230	$88,130.00	2.280	$90,106.00

$39,915.00			2027-2028 Sandy Valley Salary Schedule - Teachers (1%)								
Step	eff. Step	Index	BA	Index	BA+15	Index	MA	Index	MA+15	Index	MA+30
0	1	1.000	$39,915.00	1.050	$41,911.00	1.100	$43,907.00	1.150	$45,902.00	1.200	$47,898.00
1	2	1.045	$41,711.00	1.100	$43,907.00	1.155	$46,102.00	1.210	$48,297.00	1.260	$50,293.00
2	3	1.090	$43,507.00	1.150	$45,902.00	1.210	$48,297.00	1.270	$50,692.00	1.320	$52,688.00
3	4	1.135	$45,304.00	1.200	$47,898.00	1.265	$50,492.00	1.330	$53,087.00	1.380	$55,083.00
4	5	1.180	$47,100.00	1.250	$49,894.00	1.320	$52,688.00	1.390	$55,482.00	1.440	$57,478.00
5	6	1.225	$48,896.00	1.300	$51,890.00	1.375	$54,883.00	1.450	$57,877.00	1.500	$59,873.00
6	7	1.270	$50,692.00	1.350	$53,885.00	1.430	$57,078.00	1.510	$60,272.00	1.560	$62,267.00
7	8	1.315	$52,488.00	1.400	$55,881.00	1.485	$59,274.00	1.570	$62,667.00	1.620	$64,662.00
8	9	1.360	$54,284.00	1.450	$57,877.00	1.540	$61,469.00	1.630	$65,061.00	1.680	$67,057.00
9	10	1.405	$56,081.00	1.500	$59,873.00	1.595	$63,664.00	1.690	$67,456.00	1.740	$69,452.00
10	11	1.450	$57,877.00	1.550	$61,868.00	1.650	$65,860.00	1.750	$69,851.00	1.800	$71,847.00
11	12	1.495	$59,673.00	1.600	$63,864.00	1.705	$68,055.00	1.810	$72,246.00	1.860	$74,242.00
12	13	1.540	$61,469.00	1.650	$65,860.00	1.760	$70,250.00	1.870	$74,641.00	1.920	$76,637.00
13	14	1.585	$63,265.00	1.700	$67,856.00	1.815	$72,446.00	1.930	$77,036.00	1.980	$79,032.00
14	15	1.585	$63,265.00	1.700	$67,856.00	1.815	$72,446.00	1.930	$77,036.00	1.980	$79,032.00
15	16	1.630	$65,061.00	1.750	$69,851.00	1.870	$74,641.00	1.990	$79,431.00	2.040	$81,427.00
16	17	1.630	$65,061.00	1.750	$69,851.00	1.870	$74,641.00	1.990	$79,431.00	2.040	$81,427.00
17	18	1.630	$65,061.00	1.750	$69,851.00	1.870	$74,641.00	1.990	$79,431.00	2.040	$81,427.00
18	19	1.675	$66,858.00	1.800	$71,847.00	1.925	$76,836.00	2.050	$81,826.00	2.100	$83,822.00
19	20	1.675	$66,858.00	1.800	$71,847.00	1.925	$76,836.00	2.050	$81,826.00	2.100	$83,822.00
20	21	1.675	$66,858.00	1.800	$71,847.00	1.925	$76,836.00	2.050	$81,826.00	2.100	$83,822.00
21	22	1.720	$68,654.00	1.850	$73,843.00	1.980	$79,032.00	2.110	$84,221.00	2.160	$86,216.00
22	23	1.720	$68,654.00	1.850	$73,843.00	1.980	$79,032.00	2.110	$84,221.00	2.160	$86,216.00
23	24	1.720	$68,654.00	1.850	$73,843.00	1.980	$79,032.00	2.110	$84,221.00	2.160	$86,216.00
24	25	1.765	$70,450.00	1.900	$75,839.00	2.035	$81,227.00	2.170	$86,616.00	2.220	$88,611.00
25	26	1.765	$70,450.00	1.900	$75,839.00	2.035	$81,227.00	2.170	$86,616.00	2.220	$88,611.00
26	27	1.765	$70,450.00	1.900	$75,839.00	2.035	$81,227.00	2.170	$86,616.00	2.220	$88,611.00
27	28	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
28	29	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
29	30	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
30	31	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
31	32	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
32	33	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
33	34	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
34	35	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
35	36	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
36	37	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
37	38	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
38	39	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
39	40	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00
40	41	1.810	$72,246.00	1.950	$77,834.00	2.090	$83,422.00	2.230	$89,010.00	2.280	$91,006.00

1. MA +15 refers to 15 semester hours of graduate credit acquired by attendance at a regionally accredited university after the master's has been conferred.

2. Upon initial employment and thereafter, it is the responsibility of the teacher to provide the District with all information necessary of an appropriate placement on the salary schedule. Any subsequent modifications to placement will be paid on a prospective basis only.

3. For additional educational movement, teachers must notify the Superintendent, in writing, of any change in educational status for purposes of salary schedule movement on or before October 1 in the year they wish to receive an increase in educational placement on the salary schedule.

4. In the teacher's 28th, 29th, 30th, 31st, 32nd year of public service, add fixed dollar amount of: $400/year BA/BS, $800/year BA/BS +150, $1200/year MA/MS, $1600/year MA/MS +15, $2000/year MA/MS +30.

5. Additional compensation of $300/year for MA/MS, MA/MS +15, MA/MS +30 MA/MS if obtained in content area (or approved adjunct professor status), gifted endorsement, Masters of Literacy and/or Reading, or K-12 special education with an additional $150.00 for each three (3) or more credit CCP course taught.

6. Direct deposit shall be established for all compensation.

7. A lump sum of 1.11% (based on a MA+30 Step 27 teacher) for employees that work up to 4 hours per day or a lump sum of 2.22%(based on a MA+30 Step 27 teacher) for employees who work over 4 hours shall be paid between the final pay of 2025-26 contract and first pay of 2026-27.

B. <u>WAGE REOPENER</u>

In the event the District begins receiving any royalties during the term of this contract (July 1, 2026-June 30, 2028), the parties

agree to reopen Article XXIV Salary Schedules to discuss compensation.

If Rover Pipeline, LLC pays 100% of the real property taxes as finally determined and assessed by the Tuscarawas County Auditor for tax year [YEAR], either party may, by written notice to the other, reopen this Agreement for the sole purpose of negotiating wages.

Upon such notice, the parties shall meet within thirty (30) days and bargain in good faith over wages. The scope of such negotiations shall be strictly limited to wages, and all other provisions of the Agreement shall remain in full force and effect and shall not be subject to negotiation.

If the parties are unable to reach agreement, the existing wage provisions shall remain in effect for the duration of the Agreement.

This reopener shall apply only during the term of this Agreement and shall expire upon its termination.

C. TUTORS

1. Salary

Tutors shall be added to the salary schedule using the teachers' BA-0 step on the index below:

$39,520.00 **2026-2027 Sandy Valley Salary Schedule - Tutors (2%)**

Step	eFP Step	Index	BA	Index	BA+150	Index	MA
0	1	1.000	$39,520.00	1.040	$41,101.00	1.080	$42,682.00
1	2	1.030	$40,706.00	1.070	$42,286.00	1.110	$43,867.00
2	3	1.060	$41,891.00	1.100	$43,472.00	1.140	$45,053.00
3	4	1.090	$43,077.00	1.130	$44,658.00	1.170	$46,238.00
4	5	1.120	$44,262.00	1.160	$45,843.00	1.200	$47,424.00

$39,915.00 **2027-2028 Sandy Valley Salary Schedule - Tutors (1%)**

Step	eFP Step	Index	BA	Index	BA+150	Index	MA
0	1	1.000	$39,915.00	1.040	$41,512.00	1.080	$43,108.00
1	2	1.030	$41,112.00	1.070	$42,709.00	1.110	$44,306.00
2	3	1.060	$42,310.00	1.100	$43,907.00	1.140	$45,503.00
3	4	1.090	$43,507.00	1.130	$45,104.00	1.170	$46,701.00
4	5	1.120	$44,705.00	1.160	$46,301.00	1.200	$47,898.00

2. The following articles of this contract shall apply to tutors:

ARTICLE

I	Recognition
II	Professional Negotiations
III	Association and Board Rights
IV	Building Faculty Committee
V	Conflict with Law
VII	Drug Free Workplace
XII	Insurance (In order to qualify for insurance, tutors must be contracted for a minimum of twenty-five (25) hours per week.)
IX	Grievance Procedure
XIII	Labor Management
XIV	Leaves
	B. Personal Leave – Paid
	D. Sick Leave – Paid
	E. Assault Leave – Paid
	F. Unpaid Leave
XVIII	No Strike
XIX	Personnel File
XXVI	Severance Pay
XXVIII	Tuition Exemption
XXIX	Tuition Reimbursement
XXXII	Entire Agreement Clause
XXXIII	Effects of Contract

3. Non-Renewal/Continuing Contract

Tutors shall be issued one year limited contracts. The evaluation/non-renewal provisions of 3319.11 O.R.C. and 3319.111 O.R.C. shall not apply to tutors except that they must be notified of the non-renewal on or before June 1 and given the reasons in writing by the Superintendent.

Tutors shall not attain continuing contract in the district unless such status occurred on or before August 1, 1991.

The provisions of 3319.17 O.R.C. shall not apply to tutors. However, if the Board of Education reduces the number of tutors, individuals holding continuing contracts shall be the last ones suspended in order of seniority for tutors with comparable evaluations.

Tutor hired for a non-tutor bargaining unit position

If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of tutoring experience that consisted of at least one thousand (1,000) hours in any school year, not to exceed five (5) years.

However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by August 1, 1991) or for seniority purposes under Article XXIII. Seniority under Article XXIII shall begin to accrue upon transfer to the new position.

D. STRS PICK-UP WITH REDUCTION

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions.

1. The amount to be picked up and paid on behalf of each individual shall be the employee's contribution. The individual's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.

3. No individual covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.

5. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced.

6. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation, severance pay, daily rate of pay or any other calculation based on salary.

ARTICLE XXV – SCHOOL DAY AND CLASS LOAD

A. 1. The school day shall not exceed seven and one-half (7-1/2) hours for all teachers to include for all teachers a minimum thirty (30) minute duty-free lunch period exclusive of passing time or excluding travel time from one building to another.

2. Any teacher required to report prior to or remain after the normal teacher day for a duty shall be paid at the hourly instructional rate of BA 0 (Bachelor's degree, step zero).

B. 1. No high school or middle school teacher will be scheduled to provide instruction for more than six (6) class periods per day. "Instruction" or "instruction time" for purposes of this Article means contact time teaching students in a course or classroom for which a lesson plan is required.

2. a. When a written mutual agreement is reached with the principal, a teacher may choose another class assignment instead of the assignment of study hall or student supervision. Every effort will be made to eliminate before and after school duties for those teachers who provide instruction for more than six (6) class periods.

b. Experimentation and school improvement are encouraged in the Sandy Valley Local School District during the period of this Agreement. By written mutual agreement between the Association President and the Superintendent,

experimental programs may be designed and implemented.

c. Teachers, each year, will have input in developing the schedules.

3. Each high school or middle school teacher is guaranteed that his/her instruction time will not exceed an average of 1649 minutes per week over the duration of the students' school year.

4. a. All high school and middle school teachers shall be granted a minimum of forty (40) consecutive minutes per day for preparation/conference period.

b. All elementary teachers shall have at least four (4) preparation/conference periods per week, consisting of a minimum of forty (40) consecutive minutes. Time when specialists (art, PE, music, library) are with students, as well as recess periods, may be included in that time. Fewer than four (4) preparation periods may occur during weeks with less than five (5) full normal class days. In the event elementary TBT (Teacher Based Team) time is lost or used for other duties, activities, or coverage, a sub or aide will be provided to ensure there is TBT time allotted at least once per week upon mutual agreement between the administrator and TBT teams.

c. The Superintendent and/or their designee will form a committee with one representative from each grade level (K-5), including resource personnel, to review the feasibility of implementing five (5) preparation/conference periods per week.

d. Teachers who are requested and willing to add additional instructional duties to his/her day in exchange for a preparation/conference period, will be compensated at the rate of $1000 per quarter. The right to initiate/refuse this

agreement is held equally by the teacher and the administrator. This agreement shall be entered into with collaboration including the SVEA president and superintendent.

5. The Superintendent or his/her designee shall insure equitable assignment of additional duties at each elementary building so that elementary planning time is minimally equalized to the secondary school through the consistent use of the following:

   a. equalization of additional duties during the student lunch period, and/or

   b. attempting to acquire substitutes in the absence of special elementary teachers such as art, music, and physical education.

C. 1. Teachers have the right to refuse to "cover" a class during their preparation/conference period. Teachers who are asked by an administrator and agree to cover a class during their preparation/conference period will be paid at the rate of twenty-two ($22.00) dollars per period.

2. The Section shall also apply to elementary teachers who must "cover" an art, music, or physical education class due to the absence of a special area teacher where no substitute for that teacher has been provided.

3. Staff members reporting off due to absence are required to submit the time off request through the AESOP system. High School/Middle School staff members need to submit the request before 6:00 am on the day of the call off and Elementary School staff members must submit the request before 7:00 am on the day of the call off. If the previous deadlines are missed, the staff members need to submit their call off request to their respective building secretary. Staff members are encouraged to report off to the AESOP system in advance for prescheduled absences.

D. Compensation for the certified/licensed staff involved in the Ohio Improvement Process (OIP) will be Professional Development equivalent to the hourly rate of a first year teacher (BA, Step

zero) of the negotiated agreement. The compensation will pertain only to the hours beyond the normal scheduled school day.

F. Compensation for the certified licensed staff who voluntarily elect to cover detention duty will be compensated at the hourly rate of a first year teacher (BA, Step 0) of the negotiated agreement.

ARTICLE XXVI – SEVERANCE PAY

A. 1. The Sandy Valley Board of Education shall pay to each employee retiring from the Sandy Valley Local School District with ten (10) or more years of active service a lump sum equal to twenty-five percent (25%) of the value of his/her accrued but unused Sick Leave in a lump sum at the time of retirement.

2. Such payment shall be based on employees' daily rate of pay at the time of retirement and shall be made only once to any employee.

3. The maximum accumulation available under this provision shall be seventy-seven (77) days for the duration of the negotiated agreement.

4. Such payment shall be made upon the direct retirement from Sandy Valley Schools and enrollment of the retiree into STRS.

5. Such severance payment shall be paid within two and a half (2-1/2) months following the employee's direct retirement from Sandy Valley Schools and enrollment of the retiree into STRS.

B. If, at the time of death, a current teaching employee is eligible for retirement and severance, full severance pay benefits shall be paid to the teacher's beneficiary as stated on the group life insurance policy even if the teacher has not retired.

C. DEFINITION

1. "Years of Active Service" shall mean any service credit that has been paid for and is recognized by the STRS for a particular employee.

2. It shall be the responsibility of the employee to document to the satisfaction of the Board that the requisite years of active service has been met.

ARTICLE XXVII – STIPENDS

A. Stipend shall paid at the index multiplied by MA/MS+15 base to nearest $5.00

B. Years are Sandy Valley Experience (For payment of stipends, years of experience are defined as the year spent coaching at Sandy Valley)

	1st Yr.	2nd Yr.	3rd Yr.	5th Yr.	10th Yr.
Athletic Manager	.100	.108	.116	.124	.132
Athletic Tech Support	.030	.034	.038	.042	.050
Athletic Trainer (Cert.)	.080	.086	.092	.098	.110
Football, Head Coach	.180	.186	.192	.198	.210
Football, Var. Asst. Coach	.100	.104	.108	.112	.116
Football, Var. Asst. /Fresh. Coach	.100	.104	.108	.112	.116
Football, Jr. High Coach	.070	.074	.078	.082	.086
Football Intramural	$300	------	------	------	------
Boys Basketball, Head Coach	.180	.186	.192	.198	.210
Boys Basketball, Var. Asst. Coach	.100	.104	.108	.112	.116
Boys Basketball, Reserve Coach	.100	.104	.108	.112	.116
Boys Basketball, Freshman Coach	.090	.094	.098	.102	.106
Boys Basketball, Jr. High Coach	.070	.074	.078	.082	.086
Boys Basketball, Intramural	$300	------	------	------	------
Wrestling, Head Coach	.180	.186	.192	.198	.210

Wrestling, Var. Asst. Coach	.100	.104	.108	.112	.116
Wrestling, Jr. High Coach	.070	.074	.078	.082	.086
Wrestling, Reserve Coach	.100	.104	.108	.112	.116
	1st Yr.	2nd Yr.	3rd Yr.	5th Yr.	10th Yr.
Girls Basketball, Head Coach	.180	.186	.192	.198	.210
Girls Basketball, Var. Asst. Coach	.100	.104	.108	.112	.116
Girls Basketball, Reserve Coach	.100	.104	.108	.112	.116
Girls Basketball, Jr. High Coach	.070	.074	.078	.082	.086
Girls Basketball, Intramural	$300	------	------	------	------
Gymnastics, Head Coach	.120	.126	.132	.138	.150
Gymnastics, Var. Asst. Coach	.070	.074	.078	.082	.086
Gymnastics, Jr. High Coach	.050	.054	.058	.062	.066
Volleyball, Head Coach	.100	.106	.112	.118	.130
Volleyball, Reserve Coach	.070	.074	.078	.082	.086
Volleyball, Middle School Coach	.050	.054	.058	.062	.066
Volleyball, Freshman Coach	.060	.064	.068	.072	.076
Cross Country, Head Coach	.100	.106	.112	.118	.130
Cross Country Var. Asst. Coach	.060	.064	.068	.072	.076
Cross Country Jr. High Coach	.050	.054	.058	.062	.066
Golf, Head Coach	.100	.106	.112	.118	.130
Boys Track, Head Coach	.100	.106	.112	.118	.130
Boys Track, Var. Asst. Coach	.060	.064	.068	.072	.076
Boys Track, Jr. High Coach	.050	.054	.058	.062	.066

Girls Track, Head Coach	.100	.106	.112	.118	.130
Girls Track, Var. Asst. Coach	.060	.064	.068	.072	.076
	1st Yr.	2nd Yr.	3rd Yr.	5th Yr.	10th Yr.
Girls Track, Jr. High Coach	.050	.054	.058	.062	.066
Softball, Head Coach	.100	.106	.112	.118	.130
Softball, Var. Asst. Coach	.060	.064	.068	.072	.076
Softball, Reserve Coach	.060	.064	.068	.072	.076
Baseball, Head Coach	.100	.106	.112	.118	.130
Baseball, Var. Asst. Coach	.060	.064	.068	.072	.076
Baseball Reserve Coach	.060	.064	.068	.072	.076
Baseball, Freshman Coach	.060	.064	.068	.072	.076
Bowling, Head Coach	.100	.106	.112	.118	.130
Soccer					
Var. Coach	.100	.106	.112	.118	.130
Var. Asst. Coach	.060	.064	.068	.072	.076
Cheerleading, Var. Coach	.100	.106	.112	.118	.130
Cheerleading, Fr./JV Coach	.050	.056	.062	.068	.080
Cheerleading, Jr. High Coach	.050	.056	.062	.068	.080
Elem. Jr. Patrol Sponsor	.020	.024	.028	.032	.040
6th Grade Overnight Supervisor (per person)	$125.00/per night				
D.C. Overnight Supervisor (per person)	$125.00/ per night				
High School Senior Class Advisor	.030	.034	.038	.042	.050

High School Junior Class Advisor	.080	.086	.092	.098	.110

	1st Yr.	2nd Yr.	3rd Yr.	5th Yr.	10th Yr.
High School Soph. Class Advisor	.020	.024	.028	.032	.040
High School Fresh. Class Advisor	.020	.024	.028	.032	.040
High School Musical	.050	.056	.062	.068	.080
High School Student Council	.050	.056	.062	.068	.080
High School Speech	.050	.056	.062	.068	.080
High School Newspaper Advisor	.050	.056	.062	.068	.080
High School Yearbook Advisor	.060	.066	.072	.078	.090
MS Yearbook Advisor	.030	.033	.036	.039	.045
Elem. Yearbook Advisor	.020	.024	.028	.032	.040
DECA	.040	.044	.048	.052	.056
BPA	.040	.044	.048	.052	.056
High School Junior Achievement Advisor	.040	.044	.048	.052	.056
Academic Challenge	.050	.056	.062	.068	.074
Chess	.050	.056	.062	.068	.074
Majorette Advisor	.040	.043	.046	.049	.060
High School Vocal Dir.	.060	.066	.072	.078	.090
Elementary/Jr. High Vocal Director	.020	.024	.028	.032	.040
Grade School Librarian	.020	.024	.028	.032	.040
Head Teacher	.040	.044	.048	.052	.060
MS Student Council	.030	.034	.038	.042	.050
SVTV	.020	.024	.028	.032	.040
Foreign Language Club Advisor	.020	.024	.028	.032	.040
SADD	.050	.056	.062	.068	.080
High School NHS Advisor	.030	.034	.038	.042	.050
High School FHA Advisor	.050	.056	.062	.068	.080
Cardinal Crazy	.020	.024	.028	.032	.040
Art Club	.020	.024	.028	.032	.040

Leo Club	.020	.024	.028	.032	.040
Drama Club	.030	.034	.038	.042	.050
MS Golf Club	.030	.034	.038	.042	.050
	1st Yr.	2nd Yr.	3rd Yr.	5th Yr.	10th Yr.
High School FCCLA Advisor	.050	.056	.062	.068	.080
Science Club Advisor	.050	.056	.062	.068	.074
Destination Imagination Coach	.020	.024	.028	.032	.040
Weight Room Supervisor	.050	.056	.062	.068	.080
Dist. Res. Ed. Mentor Coord.	.030	.034	.038	.042	------
Bldg. Res. Ed. Mentor Coord.	.030	.034	.038	.042	------
Res. Ed. Mentor (Year 1)	.050	.056	.062	.068	.080
Res. Ed. Coach (Year 2)	.030	.034	.038	.042	------
Res. Ed. Coach (Years 3/4)	.020	.024	.028	.032	------
Lead Teacher: Elementary	.012	------	------	------	------
Lead Teacher: MS	.012	------	------	------	------
Lead Teacher: HS	.012	------	------	------	------
Tech Team (Elem, MS, HS)	.030	.034	.038	.042	.050
LPDC Chairperson	.040	.044	.048	.052	------
LPDC Tech Support	.035	.039	.043	.047	------
LPDC Committee Member	.030	.034	.038	.042	------
FFA	.050	.056	.062	.068	.080
Social Justice	.050	.056	.062	.068	.080
Elementary Student Council	.020	.024	.028	.032	.040

C If a new extra-curricular position is created, the Board will pay a fair stipend for the term of the existing agreement.

D Bargaining unit members may be offered the opportunity to monitor detention and/or other miscellaneous duties before administrators are assigned. The member must be approved by the administration.

E. Stipends shall be paid as a one-time lump sum payment following completion of the Fall season prior to Thanksgiving; completion of Winter season prior to President's Day; completion of Spring season prior to

June 30th; Summer stipend to be paid as part of a teacher's regular pay or in a lump sum payment by Thanksgiving.

F. Experience in same activity will be used to calculate experience in any level of that same activity, example; a person who is Jr. High Football Coach for two years, who is moved to Assistant Football Coach will be on the third year experience level.

G. Furthermore, the Sandy Valley Board of Education shall have the unilateral power to adjust any or all salaries upward in order to comply with Titles VII, IX and Equal Pay Act.

H. It is the intent of this article that if a person moves from an assistantship to head coach, that person would go back to Step 1 of the supplemental salary schedule unless this would mean a reduction in salary. In the latter case, the person would remain at current salary until proper placement on the salary schedule for a head coach would necessitate a raise in salary.

ARTICLE XXVIII – TUITION EXEMPTION

Children of bargaining unit members will be allowed to enroll in the Sandy Valley Local School District's kindergarten through twelfth grades without being required to pay tuition providing proper procedures are followed to be compliant with state regulations.

ARTICLE XXIX – TUITION REIMBURSEMENT

A. The Sandy Valley Local Board of Education will pay the cost of graduate semester hours or graduate quarter hours for an employee with a standard certificate in the field in which he/she is currently employed and who has been employed in the district for at least two (2) school years. These graduate hours must be in the subject field(s) in which he/she is currently employed or under contract to be employed the following year. The only exceptions would be for those courses which are required for a higher degree in the field of education; i.e., guidance or other courses as agreed by the Board of Education. Coursework must be taken from an accredited institution, verified and approved by the LPDC, and is subject to Superintendent approval. The rate of compensation for the duration of this contract shall be one hundred twenty-five dollars ($125) per quarter hour or one

hundred fifty dollars ($150) per semester hour for course work taken. Compensation shall not exceed actual costs to the employee.

B. The maximum number of hours under this provision shall be nine (9) semester hours or twelve (12) quarter hours per individual each school year up to a maximum of twenty-five thousand dollars ($25,000) dollars for the District per year, September 1 to August 31, beginning with the summer semesters. This provision shall be implemented on a first-come, first-serve basis.

C. Prior notification must be given to the Superintendent no later than one (1) week after course work begins.

D. Payment of all course work shall be deducted from the final pay of any employee not teaching in the Sandy Valley Schools for one (1) full semester after completion of said course(s).

E. Written application for compensation shall be made with the Superintendent of the Sandy Valley School District. An official transcript showing a passing grade must be presented to the Board Treasurer before payment will be made. The application must include a statement as to whether compensation was received from another source and the amount. The amount of compensation from another source will be deducted from the amount due under this Agreement. Reimbursement for Fall, Winter, and Spring coursework will be paid when the official transcript and proof of payment is received. All paperwork must be turned in before July 1 or reimbursement will be forfeited. After official transcripts and proof of payment is received, reimbursement for summer coursework will be paid after September 1.

ARTICLE XXX – VACANCIES AND TRANSFERS

A. A vacancy shall be defined as a newly created position or a present position determined by the Board to need filling.

B. 1. During the school year all vacancies, for the following school year, in certified staff positions which occur will be posted in each building in an area which is accessible to the teaching staff. Such posting shall take place for a minimum of five (5) school days.

2. Members will be notified of vacancies during the summer months, when school is not in session, through the District's mass telephone calling system. It is the responsibility of each member to make sure the District has the proper contact phone number.

3. Postings are not required for vacancy(ies) that occur during the period August 1 through September 15.

C. Posting of the positions will list the subject area, grade level, and the school to which the vacancy(ies) relates if possible.

D. 1. Interested bargaining unit members shall have five (5) work days from the date of postings of the notification of vacancies in which to apply in writing for the positions listed.

2. No vacancy shall be filled until after five (5) work days from the date of posting the position.

3. During the summer months when school is not in session, "workdays" shall mean the days of the week, Monday through Friday, from the date that the notification of vacancies is provided.

4. However, during the school year for any position that must be filled for that school year, the notice of vacancy must still be posted, but with notice of waiver regarding the five (5) day posting period.

E. 1. Members who desire a change in grade or subject assignment or who desire reassignment to another building will indicate to the Superintendent by properly completing their Teacher Intention Form in March of each school year.

2. Applicants will be given an opportunity to interview with the Superintendent or his/her designee for the position. All candidates shall receive notification of the decision within ten (10) workdays from the date of the last interview.

F. A teacher shall be given a meeting with the Superintendent to discuss his/her involuntary change of assignment. The teacher may at his/her option have a representative of his/her choice at

this meeting. No teacher will be transferred to a position for which he/she does not hold a teaching certificate.

G. Reasons in writing shall be given by the Superintendent if a teacher is to be involuntarily transferred to a different building or to a different grade level in the elementary grades, or to a different department.

H. In filling vacancies and reassigning staff, the Superintendent will consider qualifications and suitability of the assignment. Transfers and the assignment of all personnel is the responsibility and at the discretion of the Superintendent.

I. Interactive Distance Learning: The Labor-Management Committee will develop a recommendation for consideration in the next contract.

ARTICLE XXXI – MASTER TEACHER PROGRAM

The Sandy Valley Local School Board of Education and the Sandy Valley Education Association shall form a Master Teacher Committee ("Committee"), which shall be responsible for overseeing and verifying candidate eligibility and using state designated forms to properly process candidates. The Committee will approve only those who meet the eligibility standards set forth by the Ohio Department of Education.

Teachers, who are National Board Certified following the completion of the required section of the application, shall be designated as Master Teachers. Ohio Teachers of the Year and Presidential Award in Excellence in Math and Science Teaching recipients (within the last five (5) years) shall be designated as Master Teachers.

The Committee shall consist of two (2) administrators and three (3) teachers. The administrators shall be appointed by the Superintendent and the teachers by the Association President. All members of the Committee shall serve three (3) year terms. The Committee Chairperson, who shall not be an administrator, will be responsible for attending and facilitating Committee meetings, maintaining and storing required records (including meeting notes), receiving candidate applications, preparing candidate applications for blind readings, notifying applicants of Committee decisions, and submitting required information to the EMIS Coordinator. The Committee shall be trained during work time. The Committee shall be given release time to

complete its work.

Two (2) teacher members of the Committee will be responsible for scoring each application. If the two (2) assigned Committee member teachers disagree regarding the recommendation of an applicant, then a third teacher on the Committee will read and score the application. A majority vote of the assigned teacher members will determine the applicant's eligibility.

The Committee will inform each applicant of its decision in writing, including his/her final score. If the applicant disagrees with the Committee's determination, s/he may appeal the decision. The appeal must be submitted within thirty (30) calendar days of the Committee's notification. Upon receipt of an appeal, the Committee will assemble a panel consisting of one (1) licensed educator selected by the Committee; one (1) licensed educator selected by the educator seeking resolution; and one (1) licensed educator selected by mutual agreement of the Superintendent and the Association President. These three (3) individuals will function as a panel to review the Committee decision and either uphold or overturn the decision. This meeting shall be held within sixty (60) calendar days from receipt of the written appeal. The Committee will render its final determination within fifteen (15) calendar days. No decision will be subject to the grievance procedure

ARTICLE XXXII – ENTIRE AGREEMENT CLAUSE

This contract supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXXIII – EFFECTS OF CONTRACT

This agreement shall be in full force and effect from July 1, 2026 through and including June 30, 2028.

If, during the term of this Agreement, the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When impasse is reached over items not contained in the contract, the board may implement its last best offer. The Board is not required to

participate in the dispute resolution process prior to Board implementation.

FOR THE BOARD

Superintendent — (Date) 4-24-26

Treasurer — (Date) 4/24/26

FOR THE ASSOCIATION

President — (Date) 04/24/2026

Negotiator — (Date) 4.24.26

Negotiator — (Date) 4-24-26

Negotiator — (Date)

Negotiator — (Date)