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MASTER AGREEMENT

BETWEEN

**TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

TWIN VALLEY ASSOCIATION OF CLASSROOM TEACHERS, OEA/NEA

EFFECTIVE DATES:

June 27, 2014 through August 31, 2016

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PREAMBLE

The Twin Valley Community Board of Education, hereinafter referred to as the "Board," and the Twin Valley Association of Classroom Teachers, hereinafter referred to as the "Association," an affiliate of the Ohio Education Association, do hereby agree that the welfare of the children of the Twin Valley Community Local School District is paramount in the operation of the schools and will be promoted by both parties. The parties, therefore, enter into this Agreement as hereinafter set forth, based on their respective obligations and liabilities.

Because of the above, it is understood and agreed that:

- A. The Board of Education, by law, has the final responsibility for establishing policy in the school district.
- B. The Superintendent and his staff and the Treasurer and his staff have the responsibility for implementing the policies established by the Board.
- C. The Board and the Association subscribe to the principle that differences should be resolved through negotiations and/or the grievance procedure.

This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement.

ARTICLE 1

RECOGNITION

The Twin Valley Association of Classroom Teachers (OEA/NEA), hereinafter referred to as the Association, is hereby recognized as the sole and exclusive collective bargaining representative for the certified instructional staff, who, at the minimum, provide at least half-time service to the Board. The certificated instructional staff, as used herein, shall be limited to classroom teachers, special teachers (art, music, physical education, etc.), nurses, and guidance counselors.

The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the recognized organization in the bargaining unit, as defined immediately above.

ARTICLE 2

BOARD RIGHTS

The Board commits itself to such Association recognition and other conditions of employment as are incorporated in the Agreement; and the Board, on behalf of the electors of the district, retains and reserves unto itself the ultimate responsibilities for proper management of the school district conferred upon and vested in it by the Revised Code of Ohio and Constitution of the State of Ohio and the United States, including the responsibility for and the right:

- A. To maintain executive management and administrative control of the school system and its properties and facilities, and the instructional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- C. To delegate authority through recognized administrative channels according to current Board policy.
- D. To determine job schedules, the hours of employment, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of this agreement.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association shall be granted exclusive right to payroll deductions for its annual dues and those of its affiliates and their departments.
- B. The Association shall be granted the right to insert Association materials into the teachers' mailboxes and send Association materials through electronic means.
- C. The Association shall be granted the right to hold meetings on school property at reasonable times. The Association shall schedule, in advance, space and times with the building principal.

- D. Not later than two (2) weeks prior to the teacher orientation day, the Association President shall be provided the names and addresses of newly employed teachers following Board approval of their contracts.
- E. The Association may conduct conferences with teachers during the school day with permission of the building principal. The conduct of such business shall not interfere with the program of instruction.
- F. Three (3) days per delegate, not to exceed three (3) official delegates at any one time, shall be granted for the purpose of attending the official Representative Assemblies of the affiliates of the Twin Valley Association of Classroom Teachers. Any of the above nine (9) days not used by delegates to official Representative Assemblies may be used by the President of the Association or designee. Any additional days needed by the Association for official Association meeting(s) may be granted by the Superintendent.
- G. The Association President or designee shall be furnished a tentative agenda at least twenty-four (24) hours in advance of any regularly scheduled Board meeting. In the case of meetings involving important consideration (i.e., appropriations, budget adoption), the Board will supply copies of such attachments for Association study as soon as they can be made available. The formal agenda and all non-confidential materials shall be furnished to the President or designee at all Board meetings.
- H. There will be no reprisals of any kind taken against any teacher by reason of membership in the Association or participation in any of its legal activities as per O.R.C. §4117.11.
- I. In order for the Association to administer this Agreement properly for the benefit of the teachers and the welfare of the school system and to otherwise properly represent the members of the negotiating unit, the representatives of the Association will have access to all school buildings and to all teachers, provided that the exercise of this right does not interfere with the educational program.
- J. The Association will have the right to have placed in the Superintendent's packet to all new teachers, a letter prepared by the Association informing said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Twin Valley Community Local School District.
- K. Payroll deductions shall be made for contributions to the Fund for Children & Public Education. Upon the written request of the teacher,

notification for deduction shall be submitted to the Treasurer by March 15 of any year for said deduction to be withheld from paychecks from April through July.

Notification for deduction shall be submitted to the Treasurer by September 5 of any year for said deduction to be withheld from paychecks from September through November. There shall be no charge for these deductions to be made and both the Association and the individual shall hold the Board, its agents and employees harmless for any action or liability that may arise as a result of any such payroll deduction.

- L. The Association will have the right to one-half hour on the opening day program for teachers for orientation and introduction to the Association.

- M. **Fair Share Fee.** All employees in the bargaining unit defined herein who, sixty days from the date of hire are not members in good standing of the Association, are required to pay the Association a fair share fee as a condition of employment and as permitted by the provisions of §4117.09(C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee amount shall be certified to the Treasurer of the Board by the President of the Association. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Association as a condition for obtaining or retaining employment or any benefits under this Agreement. The Association will indemnify and save the Board and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the Board or the Board and the Association jointly.

The Association agrees to establish a fair share procedure in compliance with Chapter 4117. of the Ohio Revised Code and Federal Law. In addition, the Association will provide the Board's designated representative for collective bargaining with a copy of the Association's fair share fee procedure.

The Board Treasurer will deduct from the wages the regular monthly dues of members and the fair share fees of non-members. All deductions shall be transmitted to the proper officers of the Association no later than fifteen days following the end of the pay period in which the deduction is made, and upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

ARTICLE 4

EMPLOYMENT, ASSIGNMENTS, AND TRANSFERS

- A. All initial staff assignments shall be made by the Superintendent in cooperation with the building principal and consultation with staff member. Assignments shall be made at the time of employment, but may be changed as situations and conditions dictate in compliance with the provisions contained in this article. Each teacher shall receive a job description for their primary teaching responsibility and for any supplementary positions they currently hold. The job descriptions shall be in accordance with Board policy.
- B. A vacancy shall be defined as an open position of employment for all or part of a school year for which the Superintendent has determined that there is a need to offer a regular teaching contract. The Administration shall prepare a list of all vacancies as soon as they become known. During the school year, vacancies will be posted in a designated area(s) by category: elementary, middle and high school. Vacancies will remain posted for five (5) working days before the position is filled. Teachers who are interested in the vacancy must submit a letter of intent to the building principal by the end of the posting period. During the summer months, all teachers will be notified of vacancies through the "one call" system. Teachers who are interested in such vacancies must notify the Central Office by telephone or email of their interest in the vacancy within five (5) business days of the "one call" being sent. Any teachers who apply for a vacancy will be interviewed.
- C. **Voluntary Transfers**
1. Teachers desiring a transfer from one building to another or one position to another, will submit such request in writing, with the reasons therefor. The teacher shall indicate the school, position or specific assignment he/she will accept. A teacher may withdraw a request any time prior to official action by the Superintendent.
 2. Vacancies shall be filled on the basis of qualifications, experience and seniority in the school system as defined in Article 16, and the needs of the district. Teachers within the system who apply for a transfer to a specific position shall be granted an interview for the position.
 3. Teachers who have requested a transfer shall be informed at their last known address of any vacancies which occur after the school year ends. If the teacher does not respond within ten (10) calendar days after notice has been sent, the right to be considered for the position shall be forfeited.

D. Involuntary Transfers

1. A conference shall be held between the teacher and the principal prior to any involuntary transfer or re-assignment of position, explaining the reasons a transfer of the individual is being considered. The teacher shall be given a written statement of these reasons within ten (10) days of the receipt of the request.
2. For succeeding school years, teachers being transferred as a result of principal initiated request or administrative-initiated request shall be informed by the last student day, unless the need for said transfer occurs after the last student day. If extenuating circumstances necessitate a transfer at another time of the year, such transfer may be accomplished. Reasons for such transfer shall neither be arbitrary nor capricious.
3. Teachers subject to involuntary transfer shall be offered a choice of available assignments for which they must be qualified at the time of any transfer.
4. Teachers subject to involuntary re-assignment or transfer may ask for a hearing with the Board to discuss said transfer or re-assignment.

- E. Each teacher shall receive, prior to the last day of the school year, a written tentative subject/grade level assignment and the building(s) at which they are to provide such instruction.

ARTICLE 5

STAFF ORIENTATION

As a condition of employment all teachers new to the school district shall be required to attend an orientation program for one day prior to the opening of school. Said program shall be the responsibility of the Superintendent who will review with new teachers their written job descriptions and work cooperatively with other members of the staff and the Association to determine content of said orientation.

ARTICLE 6

TEACHER DAYS

- A. There shall be provided each year three (3) days in the school calendar, in addition to the 180 student days, which shall be used for teacher

professional or record activities. These shall be set each year in the adopted calendar as one day before the student opening day, one day after the last day for students, and one (1) day to be determined annually on a needs basis.

- B. The normal teaching day shall be no longer than seven hours, thirty minutes in length (7 hours, 30 minutes) of which no less than thirty (30) minutes shall be for duty free lunch.
- C. No more than two (2) total building staff meetings per month shall occur unless of an emergency nature, as determined by the Superintendent. Advance notice will be given the week prior to pre-scheduled total staff meetings.

The two (2) regularly scheduled staff meetings cited in the preceding paragraph shall not extend more than one-half (1/2) hour beyond the normal teacher work day.

If the teacher's planning time is used for the above two (2) staff meetings, then only one (1) other planning time period may be used for building or committee meetings during the week in which a staff meeting is held.

Teachers shall not be required to give up more than one (1) planning time period per week for committee, in-service or building meetings except as cited above. Committee, in-service or building meetings beyond more than one half (1/2) hour after the normal teacher work day shall be voluntary.

ARTICLE 7

REPORTING ABSENCES

- A. Teachers shall not be absent from their respective assignments without prior notification to the building principals or AESOP.
- B. Where possible, absences for illness should be reported the night before or by 6:30 a.m. the day of the absence.
- C. Absences other than those covered herein set forth shall cause full loss of pay for the period of absence. For each day absent the deduction shall be the per diem rate.

ARTICLE 8

SUBSTITUTE TEACHERS

- A. Substitute teachers shall be provided in all cases of teacher absenteeism.
- B. In an emergency situation, the assignment may be covered by qualified teachers within the building who are able to cover the assignment. In that event, the teacher given the emergency assignment shall be compensated at the rate of \$22.00 per class period with the class period considered to be forty-five (45) (plus or minus five [5] minutes) minutes in length. Pay shall be proportionate for shorter or longer period of assignment. Every effort will be made by the principal not to assign additional students into a teacher's classroom as a result of an emergency situation. Where it is unavoidable, the substitute pay will be split among the teachers who take additional students.
- C. Regular teachers shall provide lesson plans, seating charts, and other materials necessary for the operation of the class.
- D. Substitutes shall not be used to evaluate the teachers.
- E. At the beginning of the school year building principals shall distribute compensation forms to all teachers for payment for emergency assignment due to lack of substitute teachers. Additional forms shall be provided upon request from the school secretary.

ARTICLE 9

SCHOOL CALENDAR

Procedure for adopting the school calendar for the ensuing school year shall be as follows:

- A. The President of the Association and the Superintendent shall participate in the Preble County consortium of school districts in the development of the school calendar. The resulting school calendar proposal shall be submitted to the Board for its consideration on or before the April meeting.
- B. If the County consortium ceases to exist, or if the President of the Association and the Superintendent agree not to participate in the consortium, the President of the Association and the Superintendent shall meet to develop two (2) to three (3) proposed calendars that will be

voted on by the staff for the ensuing school year. The most popular calendar shall be submitted to the Board for its consideration on or before the April meeting.

ARTICLE 10

CLASS SIZE

Classes at all levels and in all subject areas shall be maintained at the lowest level consistent with the financial resources and physical facilities of the school district and good educational practices. School principals shall distribute class loads as equitably as possible, consistent with sound educational objectives. Prior to the end of the school year, teachers shall receive a tentative number of students per class for the following year.

The Association President shall meet with the Superintendent to discuss any deviation from this policy, prior to any filing of a grievance.

ARTICLE 11

ADDITIONAL CLASSROOM ASSISTANCE

For those teachers who must do IEPs for special education and mainstreamed students, additional assistance shall be provided by the Board. Such assistance shall be in the form of a substitute teacher who will conduct the class while the teacher is testing an individual student. When IAT and IEP meetings are conducted during the student day, and when a teacher is testing an individual student, a substitute teacher will conduct the class in the absence of the teacher.

ARTICLE 12

SALARIES AND PAY PERIODS

- A. Teachers on regular contracts will be paid according to a salary schedule for that position as adopted by the Board. Newly hired teachers will be placed on the salary schedule in accordance with their actual, verified training and experience, limited by the Board recognizing no more than ten (10) years of experience.
 - 1. Years of experience
 - 2. Years of active military service (maximum, ten)

3. Extent of college training
- B. Additional training shall be presented to the Treasurer of the Board on or before September 15 for the first semester and on or before February 15 for the second semester and shall be applied to the pay period current at that time.
- C. Payroll Deductions - Deductions shall be made from each pay check for the following:
1. Federal Income Tax
 2. Ohio Income Tax
 3. City or Village Income Tax
 4. Ohio State Teachers Retirement System
 5. Mandatory Medicare Tax
 6. School District Income Tax
 7. Dues, or fair share fee for the United Teaching Profession (TVACT, WOE, OEA, NEA). Dues or fees shall be withheld from the paychecks received starting with the third paycheck in the school year and ending with the last pay in June. All money withheld shall be transmitted to the TVACT treasurer within fifteen (15) days of the payroll deduction. Any individual authorization for dues deduction submitted to the Treasurer under this Section shall continue in effect until revoked by the authorizing individual teacher.

Other **optional deductions** include:

1. Hospitalization
2. Tax Sheltered Annuities
3. Educators Mutual and/or National Teacher Associations
4. United Way
5. Firstday Federal Credit Union
 - a. Savings withholding may be designated no more than two (2) times during the period of July 1 - December 31 and two (2) times during the period of January 1 - June 30.

- b. Loan withholding to be changed as loan obligations change.
6. Flexible Savings Account – IRS, Section 125, Parts A, B and C
- D. The teacher and/or the Association agree to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken against the Board and/or its representatives in carrying out the provisions of “C” above.
- E. Teachers who are assigned by contract or accept by request duties in addition to their regular assignments will be issued a supplemental contract and will be paid according to supplemental schedules as adopted by the Board. No teacher shall be paid wages or salaries which have not been approved or adopted by the Board of Education. Supplemental contract payments shall be made as follows:
- 1. Activities for which compensation is Five Hundred Dollars (\$500.00) or less, the full payment shall be made at the conclusion of the activity.
 - 2. For seasonal activities, payment shall be made in two (2) equal installments. The first of which shall be made halfway through the activity and the remaining half upon completion of the activity.
 - 3. For full year activities, payment shall be made in four (4) equal installments, spaced equally through the year with final payment at the end of the work year.
 - 4. The payment schedule provided herein shall be at the closest regular pay period for all teachers.
- F. Teachers shall be paid in twenty-four (24) payments on the 5th and 20th of each month. September 5 is the first pay date of each school year. Regular contract payments shall be as follows:
- 1. If a pay day falls on a holiday or vacation, paychecks will be issued to teachers on the business day immediately preceding the holiday or vacation.
 - 2. Teachers will receive their paychecks by electronic transfer to a bank of their choice.

ARTICLE 13

REGULAR CONTRACTS

- A. All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
1. Name of Teacher.
 2. Name of the school district and Board of Education employing said teacher.
 3. Type of contract, limited, extended limited, or continuing. If limited, the number of years contract is to be in effect.
 4. Annual compensation to be paid for the first year of the contract.
 5. Basis of determining compensation (i.e., Classroom teacher - B.A. Degree - 5 years experience).
 6. Number of pay days.
 7. The number of days of service. A school calendar shall be provided.
 8. Provision for signature and date of signature of the teaching being contracted.
 9. Provision that both board and teacher agree to abide by the terms of the Master Agreement.
- B. A teacher who expects to be eligible for continuing contract status as of April first (1st) of any school year, who is in any year other than the expiring year of a multi-year limited regular teaching contract, and who desires to be considered for a continuing contract by the Board prior to June 1, shall give the Superintendent written notice of such intent by September fifteenth (15th). Before June 1, the Superintendent will give the teacher written notice whether, or not he/she intends to recommend a continuing contract. If the Superintendent fails to recommend the granting of a continuing contract for the teacher who in any year other than the expiring year of a multi-year limited contract at the time of eligibility, the Superintendent or his/her designee shall meet with the teacher upon request and give oral reason for the failure to make such recommendation. Any failure to make a recommendation for continuing contract status or any failure by the Board to grant continuing contract status shall not be made the subject of a grievance and shall not be processed as such.

ARTICLE 14

SUPPLEMENTAL CONTRACTS

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Nothing in this Master Agreement and nothing in Addendum #3 to this Master Agreement shall create an expectancy of continued employment in a supplemental position beyond the term of the supplemental contract. Such supplemental contract shall include the following information:

- A. Name of said teacher.
- B. Name of school district and Board of Education for which responsibilities shall be performed.
- C. School year the contract is to be in force.
- D. Statement of additional responsibility(ies) and compensation to be provided for each.
- E. Dates within which compensation is being provided for said responsibility.
- F. Basis by which compensation will be paid.
- G. Total compensation-supplemental.
- H. Provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract followed by the signature of the Board President and Treasurer of the Board.
- I. Provision for signature and date of signing by the teacher.

ARTICLE 15

NON-RENEWAL LIMITED CONTRACT

- A. A recommendation by the building principal to the Superintendent, or by the Superintendent to the Board for non-renewal of a teacher's regular

limited contract shall take into account, among other reasons, the teacher's ability or lack thereof, the teacher's professional competency, availability of position, and changes in program.

- B. A full written record of a teacher's professional service shall be kept on file at the Board office. Included in said file shall be a copy of any written evaluation of the teacher's performance. Access to the said file is available to the teacher upon request. Teachers may attach statements of explanation to any item in their file.
- C. The building principal shall make recommendation to the Superintendent for nonrenewal of a teacher's contract. Prior to making such a recommendation, the building principal shall apprise the teacher involved of his intent to do so, and shall afford the teacher the opportunity for a private informal hearing for the purpose of discussing the reasons for the recommendation. The principal shall inform the teacher at the earliest possible date of any unsatisfactory performance so that opportunities may be available for improvement and for correcting deficiencies. The principal shall have no fewer than one evaluation conference per semester with any teacher who is on a limited contract and who is in the comprehensive evaluation cycle.
- D. If the Superintendent is disposed to recommend non-renewal of a teacher's regular limited contract notwithstanding a contrary recommendation by the building principal, he shall apprise the teacher involved of his intent to do so at the earliest possible date after receipt of such recommendation to him by the building principal. Prior to a formal negative recommendation to the Board, the Superintendent shall contact the teacher involved for the opportunity of a private informal conference to discuss the subject and the reasons therefor.
- E. If the Board of Education is disposed not to renew a teacher's regular limited contract regardless of the Superintendent's recommendation, the teacher may request a private informal hearing with the Board.
- F. The teacher has the right to counsel at any informal meetings with the Superintendent or Board concerning non-renewal provided twenty-four (24) hours advance notice is given that counsel will be present.
- G. All non-renewals of limited contracts shall be in accordance with applicable provisions of the Ohio Revised Code.

ARTICLE 16

REDUCTIONS IN FORCE

- A. When, in the judgment of the Board, it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence by reason of suspension of school or territorial changes affecting the district, grade or curricular reorganization, or for financial reasons, such reduction will be made by suspension of contracts. In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. During the term of this Agreement, such decisions will be based on teacher performance measures (professional performance scores) obtained through the teacher evaluation process. Teachers within each teaching field affected, whose most recent evaluation reflects an Ineffective rating, shall be laid off first, followed by teachers with a Developing rating, followed by teachers with either Accomplished or Skilled ratings. The Board shall give preference within each category to teachers with greater seniority.
- B. **Displacement Rights.** Any teacher displaced from his/her current teaching assignment under Paragraph A of this section, may displace the most junior teacher in another teaching field in which he/she is certificated/licensed. In order for a teacher's area(s) of certification/licensure to be considered, that teacher's certificate(s)/license(s) showing such area(s) must be in the teacher's official personnel file. Certificated/licensure areas must be on record in the teacher's personnel file by March 1 of any school year.
- C. It is understood that voluntary transfer requests may be considered, and involuntary transfers effected, in order to assign teachers whose contracts have not been suspended so as to meet the staffing needs of the district.
- D. **Seniority.** When used in this section, seniority is defined as years of continuous employment within the school district. Continuous employment shall include all time on sick leave, all time on Board approved paid leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension for reduction in teaching staff reasons, if the teacher is reinstated. Unpaid leaves of absence shall not constitute an interruption in continuous service. However, the time that the teacher was on such unpaid leave will not be counted in total years of service in determining seniority rights hereunder. Seniority shall be lost when a teacher resigns or leaves the employ of the Board due to non-renewal or termination of contract. Teachers who have had their contracts suspended due to a reduction in staff shall have recall rights as provided in this section.

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

1. Total number of years of service in the District, where a break in service has occurred.
2. Total number of years of teaching service in the District in the area of certification/licensure in which the need exists.
3. Date of employment as determined by Board minutes.
4. Additional ties in seniority shall be broken by lot.

E. **Recall Rights.** Teachers whose contracts have been suspended because of a reduction in force shall have rights to recall as follows:

1. Recall right shall be limited to twenty-four (24) months.
2. Teachers whose contracts were suspended shall be recalled to a vacancy in the inverse order of suspension as positions become available in their area of certification/licensure at the time of recall. Teachers must notify the district of any changes in their area of certification/licensure.
3. A teacher notified of recall to a position may turn down the first offered position, allowing the superintendent to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turn down would retain his/her position on the recall lists. If a teacher refuses recall to another position, said teacher's name shall be removed from the recall list.
4. Teachers on recall status shall have the responsibility for keeping the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the teacher's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of such mailing shall remove the teacher from recall status.
5. Teachers whose teaching performance on her/his summative evaluation resulted in a rating of "Ineffective" will not be subject to recall.

F. **Notice of Contract Suspension.** No teacher covered hereunder shall have his/her contract suspended unless the affected teacher(s) has been given at least a fourteen (14) day notice of the Superintendent's intention to recommend such suspension to the Board. Notice of any impending reduction in force shall be given to the Association President thirty (30) days prior to the Board taking action under this Article.

ARTICLE 17

RESIGNATIONS

A. **Certificated Personnel**

1. A teacher may terminate his/her contract with the Board of Education by written resignation at the close of any school year and not later than July 10th, or at any other time by mutual consent of the teacher and the Board of Education
 - a. Resignations effective at the close of the current school year may be submitted at any time.
 - b. Resignations effective prior to the following school year should be submitted before July 10.
 - c. Resignations submitted after July 10 and with an effective date prior to the end of the following school year shall be submitted to the Board of Education for approval. The Board has the right to refuse such a resignation until a suitable replacement has been found.
2. A teacher whose contract has been renewed is presumed to have accepted that contract unless the Board of Education has been notified before June 1.
3. All resignations shall be in writing and directed to the Board of Education through the Superintendent.

B. **Fringe Benefits.** All fringe benefits to teachers shall continue through the full contract year, provided the teacher has completed the number of days of service for the year. This provision shall not apply to teachers who retire and receive health insurance benefits from the State Teachers Retirement System.

ARTICLE 18

PROGRESSIVE DISCIPLINE

A. The administration may take progressive disciplinary action against any teacher for violations of, or failure to comply with, any provisions of this contract or any reasonable rules and regulations adopted by the Board of Education. Such disciplinary action for each separate issue shall be imposed as follows:

Step I

Verbal warning to the teacher and a conference with the principal

Step II

Copies of the written warning from the principal or supervisor shall be given to the teacher and Superintendent. Written warning shall be initialed and dated by the teacher. The teacher's signature will not indicate agreement with the content of the warning, but indicates only that the warning has been inspected by the teacher. If a warning is placed in the personnel file it is to be stamped with the date it was placed into the file and initialed by the administrator placing the information in the file.

Step III

Conference with the Principal, Superintendent and teacher and the teacher's representative(s).

Step IV

Referral to the Superintendent of Schools.

B. The member of the bargaining unit shall be notified of his/her right to be represented at each step.

C. Disciplinary action is subject to the grievance procedure as set forth in this contract. No teacher shall be reprimanded, disciplined, demoted, suspended, or adversely evaluated without just cause.

ARTICLE 19

REEMPLOYMENT AND TERMINATION

- A. All teachers shall be considered for reemployment only upon the recommendation of the Superintendent. All deadlines as provided by Ohio law shall prevail.
- B. The Board of Education may terminate a teacher's contract for gross inefficiency or immorality; for willful and persistent violation of reasonable regulations and/or policies of the Board of Education or for other good or just causes. All proceedings for the termination of a teacher's contract by the Board of Education shall be in compliance with §3319.16 of the Ohio Revised Code.

- C. A teacher who wishes to appeal an order of termination of contract shall have the right to do so under the provisions of §3319.161 of the Ohio Revised Code.

ARTICLE 20

STAFF EVALUATION

The purpose of staff evaluation is to improve the effectiveness of the staff. The Board encourages good evaluation procedures pointed toward staff improvement. The Board has adopted a policy on Evaluation of Professional Staff Teachers, which the parties accept. The Board will not change the Policy without first bargaining with the Association.

- A. One (1) copy of any written evaluation shall always be given to the teacher for review and signature. The teacher may add comments to the evaluation which shall be attached. Additions to the evaluation shall be signed by the building principal to indicate knowledge of the addition. Signatures of the teacher and the building principal on the evaluation shall not be construed as total agreement, but rather that the evaluation has been seen and discussed by the parties.
- B. Building principals shall explain the evaluation procedure to the teachers at the beginning of the school year.
- C. Evaluation Committee. The parties will establish an Evaluation Committee with four teacher members and four administrators. Teacher members of the Evaluation Committee will receive the base hourly rate (1/7 of the base daily rate for an entry level teacher with a BS degree) for meetings outside the school day. Any changes in the evaluation instrument shall be done through the Evaluation Committee.
- D. Unless a teacher is recommended for non-renewal, a teacher may file a grievance concerning an alleged violation or misapplication of the evaluation procedures. If a teacher is recommended for non-renewal, all appeals concerning the evaluation procedures shall be appealed to Court pursuant to Ohio Rev. Code §3319.11.

ARTICLE 21

PERSONNEL FILES

- A. A personnel file of each member of the instructional staff shall be maintained in the office of the board of education. This shall be the only official file of recorded information of members of the instructional staff maintained by the Board and administration.

- B. Individual members of the instructional staff shall have access to their personnel file upon request. Requests of instructional staff members to have access to their personnel files shall be handled by the Superintendent or the Treasurer of the Board. The teacher shall have the right to have a copy made of any information in the file at his/her expense. Personal per copy charges shall be uniform for all employees at ten cents (10¢) per copy.
- C. Use of personnel files of the instructional staff shall be limited to the Superintendent, Treasurer, Board Members, and building principal(s).
- D. A copy of material being placed in the personnel file of an employee shall be given to the employee prior to its placement in the file. All materials placed in the personnel file of instructional staff members shall include the following:
 - 1. A dated stamp of the date the item was placed in the file.
 - 2. Initials of the member of the instructional staff in whose file the entry is being made and the initials of the administrator placing information in the file.
- E. Statements or comments on any entry by either the member of the instructional staff or administrators stated above may be attached to documents entered into the personnel files of members of the instructional staff. No anonymous material shall be made a matter of record.
- F. Information in the personnel file may be removed upon mutual agreement of the member of the instructional staff and the administrator making the entry.

ARTICLE 22

PROFESSIONAL DAYS OR SCHOOL BUSINESS

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

- A. The attending to school business away from the building is permitted with prior permission of the building principal. Where a substitute is involved, permission shall be secured from the Superintendent.
- B. Reasonable expenses may be granted providing prior Board of Education approval is given and funds are available. Substitutes shall be provided, if approved.

- C. Requests shall be on the prescribed form (Addendum #5).
- D. Attendance at professional meetings shall be followed by a brief written summary to the building principal and the Superintendent.
- E. Any denial of a request shall be in writing stating the reason on the prescribed form.

ARTICLE 23

LEAVE OF ABSENCE

- A. A teacher under contract may be granted by the Board of Education a leave of absence of not more than two (2) years as per Ohio Revised Code §3319.13.
 - 1. The initial grant of leave shall be for not more than one (1) year.
 - 2. An extension of not more than one (1) year may be granted.
 - 3. Request for initial leave of absence shall be made in writing to the Superintendent at least thirty (30) days prior to the first day of expected leave. An extension, if requested, shall be requested in writing to the Superintendent at least thirty (30) calendar days prior to the termination of the initial leave.
 - 6. Leaves of absence shall not be granted beyond the life of the current contract.
 - 5. Teachers on leave of absence and not intending to return are requested to submit their intentions in writing prior to March 15 of the school year prior to their return.
 - 6. Teachers returning from leave of absence for reason of illness, maternity, or disability shall present verification by the teacher's physician of ability to return to work.
 - 7. All Board contributions toward fringe benefits shall cease during the period of the granted leave.

8. A teacher returning from leave shall be placed in the same position from which leave was granted or in another position for which the teacher is fully qualified.
 9. If, at the end of the maximum period of leave, the teacher does not return to work or has not qualified for disability under the STRS, the contract will be terminated.
- B. A teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay. Such leave shall be governed by the provisions of A. 1 through A. 10 above.
 - C. The Board of Education may grant a leave of absence without the request of the teacher in accordance with the Ohio Revised Code §§3319.13 and 3319.16.

ARTICLE 24

ASSAULT LEAVE

- A. The Board shall provide assault leave for teachers who are absent due to any physical disability caused by an assault which occurs during the course of Board employment. Such leave will not cause any loss in pay, or be charged against sick leave accumulated by the teacher.
- B. Medical verification shall be provided for assault leave which extends beyond five (5) days. Assault leave shall not extend beyond thirty (30) days unless additional days are approved by the Board. If leave is to extend beyond thirty (30) days, the Board may require medical examination by a physician of the Board's choice. In such event, the Board shall pay the full cost of the examination.
- C. Teachers who use assault leave shall complete the assault leave form as soon as possible. All cases of assault are to be investigated as thoroughly as possible. The Association agrees to encourage teachers to cooperate fully with administration and law enforcement officers in the apprehension and prosecution of persons charged with assault.

ARTICLE 25

SABBATICAL LEAVE

A member of the certificated personnel staff, upon written request to the Board of Education, may be granted a leave of absence in compliance with the Ohio Revised Code §3319.131.

The following provisions shall govern Sabbatical Leave:

- A. A member of the full-time certificated staff shall have completed five (5) consecutive years of educational experience within the Twin Valley Community Local School District, at the time of written request.
- B. An applicant requesting Sabbatical Leave shall submit a plan outlining his or her intended program for professional improvement.
- C. The applicant shall submit a legal instrument indicating his or her intent of returning to the Twin Valley Community Local School District. The instrument shall also contain equitable liabilities (monetary) equivalent to stipends paid to the person while on Sabbatical Leave. On or before April 1, a letter of intent to return or not return must be received by the Superintendent of the school. If the legal instrument is violated and/or not adhered to, the stipend shall be refused and refunded to the Board of Education on or within fifteen (15) days from date of breach.
- D. The part salary shall be stipended as determined by Ohio statutes, §3319.131 of the Ohio Revised Code.
- E. No more than two percent (2%) of the certificated staff shall be granted Sabbatical Leave concurrently.
- F. Additional Sabbatical Leave may be made available upon completion of five (5) additional years of educational experience in the Twin Valley Community Local School District, in accordance with Ohio Revised Code, §3319.131, provided the applicant adheres to the above stipulations.
- G. Members of the certificated staff returning from Sabbatical Leave shall return to the assignment held prior to the Sabbatical.
- H. A year of Sabbatical Leave shall count as a year of credit for placement on the Salary schedule.
- I. If a Sabbatical Leave is denied, signed, written reasons will be given for the denial within four (4) administrative working days of notice of denial.

ARTICLE 26

SICK LEAVE

It shall be the policy of the Twin Valley Community Board of Education to grant sick leave to its teachers in accordance with the requirements of the Ohio Revised Code §3319.141. The following rules and regulations shall apply.

A. Eligibility.

1. All teachers shall be entitled to sick leave.
2. Exceptions --

No substitute teacher shall be entitled to sick leave except as per Ohio Revised Code Section 3319.10.

B. Sick Leave Days Calculation

1. Each teacher shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month (fifteen [15] days maximum per year).
2. Unused sick leave shall be cumulative up to a total of 205 days. An employee can accumulate up to 210 days for the sole purpose of contributing five (5) days to the sick leave bank.
3. Teachers new to the district may transfer accumulated leave from their last Ohio public agency in an amount not to exceed the total allowed by the Twin Valley Community Local School District. Transfer requests must be made on forms provided by the Treasurer.
4. Teachers new to the district and who have not had the opportunity to accumulate or transfer sick leave or those who have exhausted their sick leave shall have available five (5) days of sick leave in advance. Additional days will be cumulative beginning with the fifth month of employment.

C. Use of Sick Leave

1. **Personal Illness.** A teacher may be absent without loss of pay not to exceed the total number of accumulated days for personal illness.

2. **Illness in the immediate family***

- a. A teacher may be absent without loss of pay for an illness of a member of the immediate family where the nature of the illness is such or the circumstances dictate that the teacher is clearly needed by the ailing member of the family.
- b. Sick leave shall be used in the event any member of the teacher's household has a contagious disease which could be communicated to others.

3. **Pregnancy**

- a. Sick leave must be taken for incapacitation due to pregnancy, and incapacitation subsequent to the birth of a child.
- b. A teacher who has been on sick leave for incapacitation due to pregnancy or incapacitation subsequent to childbirth may be requested to submit written verification from a physician that the employee is physically able to effectively perform the task expected.

4. **Deaths**

- a. Teachers may use sick leave for deaths in the immediate family* as defined in this article plus death occurring to a brother-in-law or sister-in-law, grandparent or grandchild. It is recommended that the number of days used be kept to a minimum (Ohio Revised Code §3319.141).

***Immediate Family** - Parent, brother, sister, spouse, child, parent-in-law, step-child, or member of the household. The Superintendent may approve sick leave usage for illness or death of relatives not included in the definition of immediate family, and in hardship cases. The exercise of discretion by the Superintendent with respect to one situation will not constitute precedent for the Superintendent's exercise of discretion in any other case.

- b. A maximum of one (1) days shall be allowed for an employee to act as a pall-bearer.

D. **Miscellaneous**

1. **Sick Leave Forms**

- a. Application for sick leave shall be made by the employee upon return to work.
 - b. Forms are available at the office in each school and from the district office. Forms shall be submitted to the principal who will forward them to the Treasurer.
2. In the event of continued and prolonged absence for reasons listed above, the Board may require verification from a physician that the teacher is physically able to return to work and perform the task expected.
 3. In the event of continued and prolonged absence for reasons listed above, the Board may request an examination of the teacher by a physician of its own choosing. Such an examination shall be at Board expense.
 4. Personal leave shall not be used as sick leave.
 5. Partial days may be requested in quarter-day intervals.
 6. Abuse of sick leave shall be considered as just cause for non-renewal or termination of contract.
 7. Sick leave shall not be granted once a leave of absence has been authorized.
 8. **Sick Leave Bank** - A Sick Leave Bank may be established to be used by bargaining unit members. Each bargaining unit member who wishes to do so may contribute up to a maximum of five (5) sick leave days per year. Unused days remaining in the sick leave bank at the end of the year will be carried over into the next year.
 - a. A teacher who has a catastrophic illness or critical injury, or where a catastrophic illness or critical injury occurs in the teacher's immediate family (parent, brother, sister, spouse, child, parent-in-law, stepchild, or member of the household who stands in the same relationship as the aforementioned) and who has exhausted all accumulated paid leave may be granted additional paid leave through the sick leave bank. The "catastrophic illness or critical injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight.

- b. The Sick Leave Bank Committee will consist of a TVACT representative from each building, an administrator, and a Board Member or his/her designee.
- b. A teacher requesting paid leave from the Sick Leave Bank shall make an application in writing to the Sick Leave Bank Committee, which will meet and make a determination on the application. The application must include the following:
 - (i) The nature of the catastrophic illness or critical injury;
 - (ii) Physician(s)' written diagnosis and prognosis of the catastrophic illness or critical injury;
 - (iii) Projected date of return to duty;
 - (iv) Any other pertinent information the applicant can submit to the Committee for its consideration.
- d. A maximum of thirty (30) days of paid leave may be granted to the applicant. The teacher must re-apply for any paid leave beyond thirty (30) days. In no event will any teacher be granted a total of more than sixty days of such paid leave.
- e. All information and reports relating to applications will remain confidential.
- f. Decisions made by the Sick Leave Bank Committee are not subject to the Grievance Procedure.

E. **Fitness For Duty Examination** - In the event the Board feels an employee is not fit for duty, the Board may require an employee to take a fitness for duty examination by a physician of the Board's choosing at the Board's expense. If the employee disagrees with the Board physician's determination, the employee may obtain a second opinion by a physician of the employee's choosing at the employee's expense. If the two physicians disagree, the physicians will select a third physician who will examine the employee at the Board's expense. The determination of the third physician shall be final.

ARTICLE 27

PERSONAL LEAVE

At the beginning of each school year, every teacher shall be credited with three (3) days of unrestricted personal leave. Such leave shall be subjected to the following provisions:

- A. Personal leave may be used for any purpose at the discretion of the teacher.
 - B. A personal leave day cannot be taken one school day immediately preceding or following extended vacations (Thanksgiving, Christmas, President's Day and Spring Break). Personal leave may be granted before or after these vacations if prior approval is granted by the building principal. Personal leave may be used preceding or following three (3) days weekends.)
 - C. Personal leave may be taken in one-half (1/2) day increments.
 - D. A personal leave day shall not be approved for the first day of school, the last day of school, or a teacher meeting day.
 - E. Personal leave shall be non-cumulative.
 - F. Personal leave must be submitted through the kiosk on the proper form (Addendum #4) presented to the principal at least three (3) school days in advance. Exception to this three (3) day limitation may be made at the discretion of the Principal.
 - G. If personal leave is not approved, the teacher will be notified prior to the day of requested leave.
 - H. No more than two (2) teachers may be granted person leave in the elementary, middle or high school on the same day. In case of conflict, requests will be honored on a first come, first-serve basis. Exception of this two (2) member limitation may be made at the discretion of the Principal.
- F. Attendance Incentive Plan**
- 1. Each certificated employee, eligible to be a member of the bargaining unit, will be granted an "Attendance Bonus Account" each contractual year. A sum of \$100 will be available in the account at the beginning of each trimester of

the contractual year. The first trimester will begin at the start of the school year and end on November 15, the second trimester will begin on November 16 and end on March 15, and the third trimester will begin on March 16 and end on the last duty day of the school year.

2. Employee absences during a trimester will be charged to the Attendance Bonus Account in the following manner, until the balance is depleted.
 - (i) The sum of \$100 will be deducted for each day of personal leave used. Personal leave may be taken in $\frac{1}{2}$ day increments.
 - (ii) The sum of \$75 will be deducted for each sick leave day used for illness in the immediate family, doctor's appointments, and dental appointments. Such sick leave may be taken in $\frac{1}{4}$ day increments.
 - (iii) The sum of \$60 will be deducted for each day of personal sick leave used. Such sick leave may be taken in $\frac{1}{4}$ day increments.
 - (iv) Each day of leave without pay will count as a personal leave day for attendance incentive plan purposes.
3. At the end of each trimester, a calculation of leave deductions will be made. The Attendance Bonus earned by any employee in the first trimester is payable the first paycheck in December. The Attendance bonus earned by an employee in the second trimester is payable the first paycheck in April. The Attendance Bonus earned by any employee in the third trimester is payable the second paycheck in June.
4. Each employee who uses no sick leave or personal leave or leave without pay for the entire school year will be granted an additional attendance bonus of \$100, payable the second paycheck in June, or, at the option of the employee, the employee may use one of his/her personal days in the subsequent school year for "other necessary personal business which cannot be conducted except during working hours" without stating reasons. An employee who anticipates

having perfect attendance during the school year must notify the Treasurer by March 15 whether the employee elects the \$100 additional "Attendance Bonus" or the less restrictive day of personal leave. Failure to elect will result in the Treasurer paying the employee the \$100 additional "Attendance Bonus" the second paycheck in June.

ARTICLE 28

FAMILY AND MEDICAL LEAVE

- A. Family and medical leaves of absence without pay are available to teachers who are temporarily unable to work due to:
 - 1. Birth of a son or daughter where the teacher is needed to care for the newborn ["newborn leave"];
 - 2. Placement of a son or daughter with the teacher for adoption or foster care ["placement leave"];
 - 3. The need to care for a spouse, son, daughter or parent of the teacher with a serious health condition ["family care leave"];
 - 4. Serious health conditions of the teacher that make the teacher unable to perform essential functions of his/her job (with or without reasonable accommodation for the disability, if such is required) ["teacher disability leave"].

- B. No more than twelve weeks of leave will be granted under this Article in any twelve month period. Newborn or placement leaves are not available beyond twelve months from the date of birth or placement.

- C. **Eligibility for Leave.** Any teacher employed by the Board for at least one year, who works at least 25 hours per week, with at least 1,250 hours worked during the year prior to the onset of the leave of absence, is eligible for Family and Medical Leave pursuant to this Article.

- D. **Notice, Requests for Leave and Certification.**
 - 1. Where the necessity for a leave is foreseeable, the teacher must give notice by requesting leave, in writing, at least 30 days prior to the onset of the leave. If the birth, placement or medical treatment requires leave

to begin in less than 30 days, the teacher must give such notice as is practicable.

2. Where family care leave or teacher disability leave is foreseeable, based on planned medical treatment, the teacher shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the education process, subject to approval of the health care provider as to scheduling.
3. Family care leave and teacher disability leave must be supported by a health care provider certification indicating the date the serious health condition commenced, its probable duration, appropriate medical facts regarding the condition, and, for family care leave, a statement that the teacher is needed to care for the family member and estimate time needed for such care, or for teacher disability leave, a statement that the teacher is unable to perform the essential functions of his/her position. Requests for intermittent or reduced schedule family care or teacher disability leave must be further supported by medical certification as to the necessity and expected duration of the leave, and for planned medical treatments, the dates and duration of each treatment.
4. The Board reserves the right to require a second opinion of a health care provider of its own choosing, and at its own expense, concerning the above described certifications. In the event the second opinion disagrees with the opinion of the teacher's or family member's treating physician, the Board may either accept the treating physician's opinion or require a third opinion by a physician mutually selected by the Board and the teacher, with the third opinion controlling. The Board will pay for the third opinion if required. The Board may require periodic updates as to the status of the medical condition.

- E. **Benefits During Leave.** Teachers covered by hospitalization insurance under this Agreement at the onset of a leave may continue to participate in the insurance during the leave on the same terms and conditions that would have applied had no leave been taken. Premium co-pays, are due on the first day of the month. No other employment benefits accrue during a leave under this Article. Sick leave benefits do not accrue. Vacation benefits will be accrued pro-rata for the portion of the year worked. No sick leave, holiday, jury or witness duty benefits will be paid if such occur during a leave under this Article.

ARTICLE 29

JURY AND WITNESS DUTY

- A. Teachers selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid the difference between the court payment less expenses incurred, and the regular salary received by such person.
- B. Teachers subpoenaed as a witness in court for employment related suits shall be paid the difference between the witness fee and the regular salary received by such person, or if no witness fee is involved, shall receive their regular pay.
- C. Teachers subpoenaed as a witness in court for or as a part to non employment-related suits and who have exhausted their personal leave may, at the discretion of the Superintendent, be paid the difference between the witness fee and the regular salary received by such person, or if no witness fee is involved, may receive their regular pay.
- D. Teachers receiving a summons or subpoena as set forth in Paragraphs B or C above must present same to their principal within forty-eight (48) hours of receipt to be eligible for payment. The amount of any fee received pursuant to jury or witness duty, except that which is paid specifically for expenses incurred for rendering jury or witness service, shall be remitted to the Treasurer within three (3) days of receipt.

ARTICLE 30

VACATIONS FOR FULL TIME CERTIFICATED EMPLOYEES

- A. Teaching employees on twelve-month contracts shall be given twenty (20) days of vacation each year. Such days are not to be taken when school is in session.
- B. Unused vacation shall not be carried over except by written permission of the Superintendent.

ARTICLE 31

SEVERANCE

- A. The Board of Education shall pay any employee who elects to retire from the Twin Valley Community Local School District for thirty-five per cent (35%) the

value of accrued but unused sick leave credit up to a maximum of 71.75 days of severance pay, provided the employee retires when eligible for retirement under STRS rules with unreduced benefit as follows:

For Retirement Between:	Minimum Age and Years of Service:
7/1/14 to 7/1/15	Any age and 30 years; or age 65 and 5 years
8/1/15 to 7/1/17	Any age and 31 years; or age 65 and 5 years

If retirement occurs at a different time, the Board of Education shall pay the employee for twenty-five per cent (25%) the value of accrued but unused sick leave credit up to a maximum of 51.25 days of severance pay.

- B. Such payment shall be made only once to any such employee and shall be considered to eliminate all sick leave credit accrued by the employee at that time.
- C. Teachers who retire from the Twin Valley Community Local School District and have accumulated sick leave shall receive written notification from the Treasurer as to the following:
 - 1. Total number of accumulated days of sick leave.
 - 2. Number of sick days to be used for computation of severance pay.
 - 3. Per diem base rate of pay.
 - 7. Amount of severance pay.
- D. In order to be eligible for severance under this Article, the employee must have been employed in the District for at least ten (10) years.
- E. In the event of the death of an employee covered hereunder who is otherwise eligible for severance pay, such employee shall be deemed to have made application for severance pay, and/or to have terminated employment, on the date immediately preceding the date of death. Payment of the severance pay shall be made to the employee's estate. Payment shall be released to the qualified appointed Executor or Administrator of the employee's estate.

ARTICLE 32

SERVICE RETIREMENTS

- A. A "Qualifying Teacher" is a Teacher who has attained or will attain, for the first time, at least thirty (30) years of service credit to apply toward pension calculation under the State Teachers' Retirement System, or a Teacher who is 65 years of age and otherwise eligible to retire under rules of the State Teachers' Retirement System.
- B. In addition to and separate from severance pay, a Qualifying Teacher who retires will be granted a retirement incentive of \$6,000.
- C. To receive this incentive, a Qualified Teacher:
 - 1. Who has met the service credit requirement for the first time by June 30, 2015, must declare intention to retire by giving written notice to the Superintendent on or before March 15, 2015 and must retire no earlier than the end of the 2014-15 school year, and no later than the commencement of the 2015-16 school year.
 - 2. Who has met the service credit requirement for the first time by June 30, 2016, must declare intention to retire by giving written notice to the Superintendent on or before March 15, 2016 and must retire no earlier than the end of the 2015-16 school year, and no later than the commencement of the 2015-17 school year.
- D. A Qualified Teacher who misses the March 15, 2015 or March 15, 2016 deadline, as the case may be, forfeits his/her right to the incentive.
- E. The Board will pay the incentive to Qualified Teacher in one lump sum payment within sixty (60) calendar days after the teacher is officially retired.
- F. Each Qualified Teacher applying for the retirement incentive shall demonstrate by appropriate documentary evidence that application is being made within the prescribed time frame described in paragraph C above. Such evidence may include a certificate or letter to that effect by the retirement system under which the Qualified Teacher retires. It shall be the Qualified Teacher's responsibility to

be aware of the qualifying criteria for this incentive program and related notification and retirement deadlines. Lack of knowledge or innocent errors shall not extend such deadlines.

ARTICLE 33

GRIEVANCE PROCEDURE

- A. **Grievance Policy.** The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby a member of the bargaining unit can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all members of the bargaining unit and no reprisals of any kind shall be taken against any member of the bargaining unit initiating or participating in the grievance procedure.

- B. **Grievance Defined.** A grievance is an alleged violation, misinterpretation, or misapplication of a provision of this Agreement filed by the Association, a teacher or group of teachers.
 - 1. No grievance may be filed concerning a matter which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court of record.

 - 2. Any recommendation by the Superintendent or action by the Board to terminate, renew or non-renew the contract of any teachers shall not be deemed a grievance and may not be processed as such.

- C. **Purpose and Objectives.** The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

- D. **Rights of the Grievant and the Association**
 - 1. A grievant has the right to have an Association representative participate in grievance meetings and any disciplinary hearings.

 - 2. The Association President shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing, setting forth the decisions and the reasons therefore, and will be transmitted promptly to all parties in interest.

3. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or any member of the Board or employee of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
4. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers or is substantially similar to other violations.
5. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision, hereinafter "appropriate administrator."
6. All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for: Initial presentation of grievant's case, presentation of administration's case, cross-examination and/or questioning, and final summaries, with either party having the right at his own option to waive any or all of the foregoing.

E. Time Limits

1. Days shall refer to working days and the number of days indicated at each step is considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
2. If a formal grievance (Level II) is not filed within ten (10) days after notifying the appropriate administrator in Level I, the grievance shall be considered waived except in the case of any continuing grievance.
3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that step.
4. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.

5. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term, the grievance shall continue on time limits based on calendar days until resolution of such grievance. The parties may mutually agree to extend any or all steps to a certain time. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring recess, further attempts at resolution shall be postponed until the return to school following the recess, unless the parties in interest otherwise agree.
 - a. The parties shall so agree where irreparable injury would result from a postponement.
6. The temporary absence of a principal, immediate supervisor or the Superintendent shall toll the running of the days during the absence of such principal, immediate supervisor or Superintendent, but in no case for more than five (5) additional days.
7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

F. Grievance Procedure

Level I. (Informal)

If a teacher believes there is a basis for a grievance, he/she shall first discuss the matter with the appropriate administrator in an effort to resolve the problem informally. Such alleged grievance must be initiated within fifteen (15) days from time the grievant had knowledge or should have had knowledge of the incident being grieved. In no event, however, may a grievance be filed beyond thirty (30) days of the said incident. The grievant may elect to be accompanied by an Association representative.

Level II. (Formal)

If the grievant is not satisfied with the results of Level 1, or is unable for cause beyond his/her control to discuss the matter with the appropriate administrator within the time limit prescribed in Time Limits, Section E., the grievance shall be submitted in writing to the appropriate administrator on accepted form and available in the office of the principal in any school in the Twin Valley Local School District. The grievant may confer with the administrator regarding the grievance. The grievant may elect to be accompanied by an Association representative. The administrator shall make a written decision within seven (7) days after the grievance is submitted.

Level III. (Formal)

If the grievant is not satisfied with the results of Level II, the grievance may be presented within ten (10) days thereafter to the Superintendent. A hearing shall be held within seven (7) days. The grievant may elect to be accompanied by an Association representative. The Superintendent shall make a written decision within seven (7) days after the hearing.

Level IV. (Board of Education)

- a. If a satisfactory disposition of the grievance is not made as a result of the procedure provided in Step III, the employee or his/her representative shall have the right to appeal in writing to the Board of Education with a copy of said appeal to the immediate supervisor and the Superintendent. The notice of appeal shall be filed no later than five (5) work days prior to the next regular meeting of the Board of Education.
- b. The Board shall review the grievance, hold a hearing with the employee and his/her representative (if requested by the employee or the Superintendent/immediate supervisor), and to render a written decision no later than ten (10) calendar days after the hearing.

Level V. (Arbitration)

- a. If the Association is not satisfied with the disposition of the grievance at Level IV, the Association may submit notice to invoke Level V to the Board within fifteen (15) days after the receipt of the Level IV answers.
- b. The American Arbitration Association will be requested to provide the parties with a panel of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first panel submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only."
- c. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement, nor to make any award which is inconsistent with the terms of this agreement or contrary to law. The decision of the arbitrator shall be binding on the grievant(s), the Association and the Board.

- d. The cost of the arbitrator's services shall be shared equally by the Association and the Board. All expenses incurred by representatives of the parties shall be the responsibility of the party incurring the expense.

ARTICLE 34

HOSPITALIZATION/DENTAL

- A. Employees of the Board shall be eligible to participate in a Board-approved health care plan. Two options will be offered, a preferred provider organization (PPO) plan, and a core plan that will include a Health Reimbursement Account (HRA). For employees who elect the core plan, the Board will pay \$500 annually into the Health Reimbursement Account for an employee with single coverage, to a cap of \$2,000, and \$1,000 annually for an employee with family coverage, to a cap of \$4,000.
 1. During the first year of this Agreement, the Board shall pay 84% of the premium of the core plan for individual coverage per month, and 84% of the premium for the core plan for family coverage per month. If both husband and wife are employed in the school district, they shall be covered under one family policy only, and the Board shall pay 84% of the cost of the core plan for such family coverage. If employees choose to be covered by the PPO plan instead of the core plan, they will buy up to the PPO plan by paying the 16% premium of the core plan plus the entire difference in premium between the core and PPO plans.
 2. During the second year of this Agreement, the Board shall pay 82% of the premium of the core plan for individual coverage per month, and 82% of the premium for the core plan for family coverage per month. If both husband and wife are employed in the school district, they shall be covered under one family policy only, and the Board shall pay 82% of the cost of the core plan for such family coverage. If employees choose to be covered by the PPO plan instead of the core plan, they will buy up to the PPO plan by paying the 18% premium of the core plan plus the entire difference in premium between the core and PPO plans.
 3. During the third year of this Agreement, the Board shall pay 80% of the premium of the core plan for individual coverage per month, and 80% of the premium for the core plan for family coverage per month. If both husband and wife are employed in the school district, they shall be

covered under one family policy only, and the Board shall pay 80% of the cost of the core plan for such family coverage. If employees choose to be covered by the PPO plan instead of the core plan, they will buy up to the PPO plan by paying the 20% premium of the core plan plus the entire difference in premium between the core and PPO plans.

B. Dental Insurance

During the first year of this Agreement, the Board shall pay eighty-four (84%) of the cost of the single or family premiums of dental insurance for enrolling employees agreeing to the employee's share paid via the Board's payroll deduction plan. During the second year of this Agreement, the Board's share of the premium will be 82%, and during the third year of this Agreement, the Board's share of the premium will be 80%.

- C. The Board has the right to change the carrier for any of the insurance programs contained herein. The Board will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels, the parties will confer with the carrier in an effort to maintain benefit levels. If unsuccessful, the Board will not be required to self insure any benefits which a carrier reduces or eliminates.

If the Board is considering changing carriers, the Association President shall be notified fifteen (15) days in advance of Board action. Notice shall include a copy of the current contract as well as any proposed contracts. The Association will, upon request, have its designated representatives meet within ten (10) days of receipt of the contracts cited above to discuss the contract changes.

- D. Benefits are subject to the terms and conditions in the master policy, inclusive of the coordination and subrogation provisions.
- E. A new employee must sign card of application for coverage at time of employment or within thirty (30) days thereof. Employees already on the payroll, not already enrolled in the insurance program, may enroll at the anniversary date of the policies or within fifteen (15) days thereof. Any change of status (marriage, birth, death, etc.) must be made immediately upon occurrence of change.
- F. Employees shall be afforded the option of subscribing to an approved Qualified Health Maintenance Organization Plan upon written request. The benefits hereunder shall be in lieu of the within coverages provided in this section, and shall be subject to the limitation on the Board's contribution towards the cost of the traditional medical insurance coverage set forth herein. The option set forth herein shall be in accordance with the enrollment and other requirements of the Health Maintenance Organization.

- G. An employee or dependent whose health coverage terminates due to a qualifying event as specified in the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, P.L. 99-272 may elect to continue health benefit coverage under the provisions of COBRA. The Act in its entirety may be found in the Treasurer's office.
- H. Within 30 days of the implementation of the Agreement there shall be formed a Health Care Cost Study Committee consisting of two members appointed by the Board and two members appointed by the Association. The purpose of the Committee will be to seek means to decrease the cost of health insurance, for education, and for such other health related matters as may come before the Committee. The Committee shall select a presiding officer and shall meet quarterly and at such other times as agreed upon, at such time and place as the Committee itself shall determine.

ARTICLE 35

LIFE INSURANCE/STATE TEACHERS RETIREMENT SYSTEM

- A. **Life Insurance.** Each teacher covered hereunder shall receive \$30,000.00 group term life insurance at no cost to the teacher.
- B. **State Teachers Retirement System.** The Board will pay one percent (1%) of the employee's required contribution to the State Teachers Retirement System of Ohio in addition to the Board's required contribution under Ohio law.

ARTICLE 36

TRAVEL ALLOWANCE

The Board of Education shall allow reimbursement for travel at the highest applicable rate allowable by the I.R.S. for mileage in pursuit of their particular assignment and with prior approval by the Board. In order to receive reimbursement, the teacher must submit a report to the Treasurer of the Board of Education. Travel allowance shall also be paid to supplemental contract teachers who are required to transport students in their personal vehicle as a part of their duties. Prior approval to receive such reimbursement must be obtained from the respective supervisor prior to making such trip.

ARTICLE 37

ACADEMIC FREEDOM FOR TEACHERS

The Board of Education and the Association recognizes that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss issues and divergent points of view. Academic freedom obligates the teacher to present issues in an objective manner and to present the divergent viewpoints which are inherent in issues.

ARTICLE 38

EDUCATIONAL PROGRAM COMPLAINTS

- A. In the event that a citizen has a complaint about educational materials, the citizen shall be requested to confer with the teacher. If not satisfied with the conference with the teacher, the citizen shall be asked to confer with the principal.
- B. If the complaint is not resolved, the citizen shall be asked to reduce the complaint to writing on the form attached to this contract as Addendum 13, and the said complaint shall be reviewed by a committee appointed by the principal. This committee shall consist of the principal, the teacher involved in the complaint, and a third teacher selected jointly by the principal and the teacher. The committee shall send its written recommendations to the citizen and to the Superintendent.
- C. If the complaint is still not resolved, the citizen may discuss the complaint with the Superintendent, and, if not satisfied with the decision of the Superintendent, may present the complaint to the Board of Education in executive session.

ARTICLE 39

COMPLAINTS AGAINST TEACHERS

- A. Communications between the community and the school ideally should be such that most complaints may be resolved through conferences at the school level. Complaints against a teacher must be in writing and will be submitted to the appropriate building principal, who will transmit the complaint to the teacher. Action regarding the complaint shall proceed through the following steps:

1. At the request of the complainant or teacher, a meeting of the teacher, principal and complainant will be arranged at a mutually convenient time to discuss the complaint. The building principal will offer every possible assistance in maintaining a positive, calm atmosphere for resolving complaints from the community against a teacher(s).
2. If the complaint is not resolved at that level, it may be appealed to the Superintendent of Schools or his representative. Complaints against teachers which go beyond the building level shall be reduced to writing.
3. If it is still unresolved, it may be appealed to the Board of Education. If the Board grants an appeal, such hearing shall be in executive session. A teacher may request and be accompanied by counsel and/or a representative of his/her choosing at any level of the written complaint procedure.

ARTICLE 40

SAVINGS CLAUSE

- A. In the event a provision of this Agreement is found contrary to federal or state law, or valid rule or regulation adopted pursuant thereto, as determined by a court of competent jurisdiction, then such provision shall be null and void. The applicable state or federal law or valid rule or regulation adopted by a state or federal agency pursuant thereof shall prevail as to that provision. All other provisions of this Agreement which are not found in conflict with any applicable federal, state or local law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.
- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislation, or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet within sixty (60) days to negotiate the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 41

NO STRIKE/NO LOCKOUT

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the employees or the TVACT.
- B. The TVACT agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the TVACT will actively discourage any strike, stoppage, slowdown, or other interruption of work in violation of this Section.

ARTICLE 42

REIMBURSEMENTS

- A. **Tuition Reimbursement.** The Board and the Association believe that a comprehensive professional development program for teachers is essential. Therefore, the parties support the principle of continuing training of teachers in their area of specialization. As a result, the Board will set aside the sum of \$20,000.00 each year of this Agreement for the purpose of reimbursing teachers for graduate or undergraduate courses directly relating to the teacher's profession.

Bargaining unit members who enroll in a course related to his/her teaching assignment at an accredited college or university shall receive fifty percent (50%) reimbursement of the teacher's cost, provided the following conditions are met:

1. Prior approval for the course is granted by the principal and superintendent.
2. An official grade sheet or transcript is presented showing that a grade of C or better is received (a P in a pass/fail course) in the course.
3. In order to be entitled to reimbursement, the teacher must furnish the Treasurer with proof of payment.
4. Tuition reimbursement checks will be issued once a year in September.
5. In order to be entitled to reimbursement, the teacher must be employed by the Board at the time the reimbursement is paid.

If there are not sufficient funds available to reimburse teachers as set forth in Paragraph B, then the \$20,000.00 will be prorated across all teachers who submit applications for reimbursement, in direct proportion to the amount of each request. If the applications for reimbursement in any year total less than \$20,000.00. the remaining funds will be carried over to the next year and added to that year's allocation.

- B. **BCII Check.** The Board will pay the cost of a teacher's BCII check once each five (5) years.

ARTICLE 43

TEACHER ETHICS

The Board of Education and the Association believe that there are certain commonly held values such as honesty, truthfulness, respect for property, the racial, cultural, and ethnic diversity of others, and democratic ideals which shall be supported by all employees and official representatives of the District, including members of the Board. Staff members shall promote these values, and in turn, endorse and reinforce student actions and student behavior which exemplifies each.

ARTICLE 44

INDEPENDENT INSTRUCTION

- A. **Hourly Rate.** For purposes of reimbursement for independent instruction approved by the Board of Education, the hourly rate will be 1/7 of the base daily rate for an entry level teacher with a BS degree.
- B. By the end of each calendar month, independent instructors will submit their hours worked during that month to the Superintendent on a form to be supplied by the Superintendent.
- C. Acceptance of an assignment to act as an independent instructor is voluntary on the part of the teacher.

ARTICLE 45

JOINT ASSOCIATION/ADMINISTRATION COMMITTEE

- A. In order to provide a forum for addressing concerns and improving the daily working relationship between the Association and the Administration, the Association President and three (3) Association-appointed teachers shall meet from time to time with the Superintendent or his designee and the building principals. Such meeting shall be scheduled at least once each nine weeks of the school year. Meetings will be scheduled at the request of either party and shall not exceed one (1) each thirty (30) days, unless otherwise agreed to by the parties.
- B. It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The meeting will be chaired by each party on alternating months or by the party requesting any additional meeting. Each party shall submit to the other, at least five (5) days prior to the meeting, an agenda of items which such party desires to discuss in the meeting.
- C. Each member shall serve at the pleasure of the appointing party, and may be replaced from time to time. The Committee shall establish its own rules of procedures and shall meet from time to time to discuss and investigate issues of mutual concern. Either party may have present at any meeting those additional people who may better facilitate the presentation of an issue, and/or provide relevant information about an issue on the agenda. Prior notification will be given to the other party of the names of such additional people and the issues which they will address.
- D. Meetings of the Joint Association/Administration Committee will be held outside of the student day so as not to interfere with instruction.
- E. The topics which may be brought to the Joint Association/Administration Committee for discussion and brainstorming for solutions may include, but are not necessarily limited to, the following:
 - (1) Information and opinion sharing on subjects of mutual interest;
 - (2) Individual instances of class size which may place a positive learning environment at risk;
 - (3) Implementation of the School District's Continuous Improvement Plan.

Before a topic which relates to a specific grade level or which is within the authority of a Principal can be brought to the Joint Association/Administration Committee, it must first be submitted to the Principal for resolution.

- F. Any agreements reached by the Joint Association/Administration Committee cannot conflict with the provisions of the Master Agreement.

ARTICLE 46

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Twin Valley LPDC (TVLPDC) shall review and approve individual professional development plan (IPDP) proposals by teachers and administrators based on the format and program established by the TVLPDC and the Preble County Consortium of Schools LPDC (PCCSLPDC), in accordance with ORC 3319.22 and Ohio Department of Education Regulation 3301-24-08. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the TVLPDC. The plan shall be based on the needs of the educator, the students, the school, and the district. The TVLPDC shall have no authority to make any decision contrary to any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of public school districts. The TVLPDC shall not have any authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.
 - 1. TVLPDC Membership. The TVLPDC shall be comprised of five (5) members. Three (3) members shall be teachers and two (2) members will be from the administrative team. There will be one teacher member from the high school, one from the middle school, and one from the elementary school. Initial appointments shall be made prior to September 1, 1999. When the committee is considering the plan of an administrator, treasurer or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers will determine which two teacher members will temporarily leave the committee. If the administrator who submits a plan is a member of the TVLPDC, he/she will be replaced for the purposes of considering his/her plan only, by an administrator to be named by the Superintendent.
 - 2. Appointment, Terms, Stipend. The Association will appoint three (3) teacher members to the TVLPDC. The administrative team members will be appointed by the Superintendent. The Chair of the LPDC will receive a

stipend in the amount of \$500 annually, and the base hourly rate for meetings outside the school day. Teacher members of the LPDC will receive a stipend in the amount of \$300 annually, and the base hourly rate for meetings outside the school day. Release time to attend meetings during the school day may be used as needed, with the approval of the Superintendent.

3. Operating Procedures. Members of the TVLPDC shall elect a Chairperson from the teacher members at the first meeting of the TVLPDC. Additionally, the TVLPD will determine its operating procedures and meeting schedule by consensus. Meetings shall be held, when possible, to keep District costs at a minimum. Where consensus is not possible, a vote of a simple majority of the full membership of the TVLPDC will be required. A quorum shall consist of a minimum of two (2) teachers and one (1) administrator. The Board shall be responsible for clerical and record keeping service for the TVLPDC.
4. Appeals. An educator may request a written explanation of the decision of the TVLPDC and may appeal the decision to the Preble County Consortium LPDC. The approval or disapproval of an IPDP plan is not subject to the grievance procedure in the Negotiated Agreement.
5. Removal of a Member. A member who is not fulfilling his/her duties on the TVLPDC may be removed for just cause by a four-fifths majority vote of all members of the TVLPDC.

B. Relationship to and role of the PCCSLPDC:

1. The PCCSLPDC will develop the format for IPDP proposals, facilitate the training needs of TVLPDC members, coordinate county-wide in-service activities, help provide information for county-wide program decisions, establish a county-wide Resident Educator Program, and serve as the appeals board when an educator's IPDP is not approved by the TVLPDC.
2. Teacher members of the PCCSLPDC from the Twin Valley Community Local School District will be appointed in accordance with the Constitution and By-Laws of the Association. Administrative team members will be appointed by the Superintendent.
3. Compensation for all Twin Valley teacher members of the PCCSLPDC will be consistent with the Independent Instruction hourly rate as defined in this Negotiated Agreement for PCCSLPDC meetings outside the school day. Release time to attend meetings during the school day may be used as needed, with the approval of the Superintendent.

C. Additional Responsibilities of the LPDC:

1. The LPDC will conduct a needs assessment among teachers to determine what the needs and interests are in terms of staff development.
2. The LPDC will act as a resource for teachers on the availability of staff development programs on topics which have been identified in the needs assessment.
3. The LPDC will research available resources for providing staff development programs to teachers at a reasonable cost, including such resources as the Ohio Education Association, Ohio Bureau of Workers' Compensation personnel, local business professionals, Preble County Educational Service Center, and the Miami Valley Special Education Regional Resource Center.
4. The LPDC will survey the teaching staff to determine their expertise in providing staff development programs to the rest of the staff. This survey will be periodically updated as the teaching staff attends staff development programs, to insure that information relevant to others is disseminated.
5. The LPDC will research the availability of grant funds to provide stipends for teachers attending workshops when school is not in session, and will apply for such grants.
6. At the beginning of each school year, the LPDC will evaluate the effectiveness of the District's staff development plan for the previous year, and make modifications and improvement as deemed desirable.

ARTICLE 47

REHIRE OF RETIRED TEACHERS

In the event the Board hires or rehires a teacher who has retired and is receiving benefits from a public retirement system, the following provisions will apply:

- A. Re-Employment. The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. Rehire of retired teachers is not automatic. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.

- B. Break in Service and Seniority. Retirement of a teacher from the District will be considered a break in service, and a teacher who is later rehired will be considered a newly hired teacher. Such a teacher will not acquire seniority, and will not have recall rights in the event the teacher is subject to a reduction in force.
- C. Placement on Salary Schedule. A retired teacher who is hired or rehired will be given credit for ten (10) years of service for purposes of placement on the salary schedule. This provision expressly supersedes Ohio Rev. Code §3317.13 and other applicable laws.
- D. Sick Leave. A teacher who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article 25 of this Agreement. The Board may advance a re-employed teacher up to five (5) days of sick leave. Such a teacher is not eligible to convert sick leave to severance pay pursuant to Article 30 of this Agreement upon subsequent retirement. In addition, such a teacher is not eligible for the retirement incentive pursuant to Article 31 of this Agreement. This provision expressly supersedes Ohio Rev. Code §124.39 and all other applicable laws.
- E. Insurance Benefits. A teacher who retires and is subsequently reemployed by the Board will be eligible for any of the insurance plans offered by the Board.
- F. Contract.
1. A retired teacher who is hired or rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the teacher, or without the necessity of Board action. Such teacher shall not be deemed reemployed when notice of nonrenewal is not given. Any further employment of the teacher will be pursuant to Paragraph 2 of this Section. This provision expressly supersedes Ohio Rev. Code §3319.11 and all other applicable laws.
 2. A retiree will not be eligible for continuing contract. This provision expressly supersedes Ohio Rev. Code §3319.08 and all other applicable laws.

ARTICLE 48

INTERVENTION ASSISTANCE TEAMS

There will be three Intervention Assistance Teams (IATs), one at the elementary school, one at the middle school, and one at the high school. There will be four teachers, including the guidance counselor, on each team. Except for the guidance counselor, teachers will be encouraged to serve two year terms, and can serve multiple terms. IAT team members will be trained to perform their duties on the team. IAT members will receive release time for meetings during the school day, or will receive the base hourly rate (1/7 of the base daily rate for an entry level teacher with a BS degree) for meetings outside the school day.

ARTICLE 49

DURATION OF AGREEMENT

A. This Agreement, subject to adoption by the Board, shall be effective as of June 27, 2014, and shall remain in effect through August 31, 2016, and for yearly periods from year to year thereafter unless either party shall give the other written notice of its intention to terminate this Agreement between one hundred twenty (120) and ninety (90) days prior to the expiration date in the year in which this Agreement expires. Following such notice, the parties shall meet at mutually agreed upon times for the purpose of negotiating a new Agreement.

B. Alternate Dispute Settlement Procedure

Pursuant to Ohio Revised Code §§4117.14(C) and (E), the parties mutually agree upon the following dispute settlement procedure as an alternative to and in lieu of the dispute resolution procedures provided for in §4117.14 of the Ohio Revised Code.

1. In the event that either party declares negotiations to be at an impasse, the parties mutually agree to call upon and meet with a representative of the Federal Mediation and Conciliation Services for the purpose of mediation. Any cost for the use of such mediation service shall be shared equally by the parties.
2. Upon the expiration of the contract, after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, and after the parties have engaged in mediation as set forth in paragraph (1) above, the Association will have the right to strike upon the filing of the statutorily required ten (10) day notice and the Board shall have the right to declare "ultimate impasse" and implement its last offer.

IN WITNESS WHEREOF, the parties hereto have set their hands this 24th day of July, 2014.

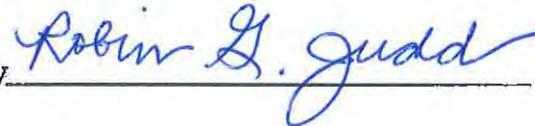
TWIN VALLEY COMMUNITY LOCAL
SCHOOL DISTRICT BOARD OF
EDUCATION

TWIN VALLEY ASSOCIATION OF
CLASSROOM TEACHERS, OEA/NEA

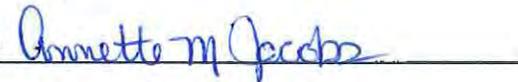
By 
Tim Beneke, Board Member

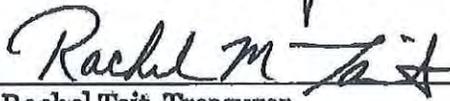
By 
Catherine Ackerman, President

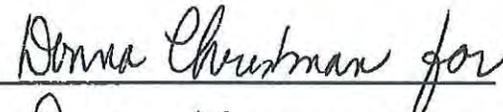
By 
Jason DeLong, Board Member

By 

By 
Clint Moore, Superintendent

By 

By 
Rachel Tait, Treasurer

By  for
Darlene Messer, OEA LRC

ADDENDUM #1

TEACHERS SALARY SCHEDULE - 2014-2015

(Due to step freezes during fiscal years 2012, 2013 and 2014, steps maintained by District office for employees employed during this period.)

Step	B.S. DEG	+150 SEM HRS	M.S. DEG	M.S. + 15 HRS.	M.S. + 30 HRS.
0	30,371	31,586	33,408	34,927	36,445
	1.0000	1.0400	1.1000	1.1500	1.2000
1	31,586	32,953	34,927	36,445	37,964
	1.0400	1.0850	1.1500	1.2000	1.2500
2	32,801	34,319	36,445	37,964	39,482
	1.0800	1.1300	1.2000	1.2500	1.3000
3	34,016	35,686	37,964	39,482	41,001
	1.1200	1.1750	1.2500	1.3000	1.3500
4	35,230	37,053	39,482	41,001	42,519
	1.1600	1.2200	1.3000	1.3500	1.4000
5	36,445	38,419	41,001	42,519	44,038
	1.2000	1.2650	1.3500	1.4000	1.4500
6	37,660	39,786	42,519	44,038	45,557
	1.2400	1.3100	1.4000	1.4500	1.5000
7	38,875	41,153	44,038	45,557	47,075
	1.2800	1.3550	1.4500	1.5000	1.5500
8	40,090	42,519	45,557	47,075	48,594
	1.3200	1.4000	1.5000	1.5500	1.6000
9	41,305	43,886	47,075	48,594	50,112
	1.3600	1.4450	1.5500	1.6000	1.6500
10	42,519	45,253	48,594	50,112	51,631
	1.4000	1.4900	1.6000	1.6500	1.7000
11	43,734	46,619	50,112	51,631	53,149
	1.4400	1.5350	1.6500	1.7000	1.7500
12	44,949	47,986	51,631	53,149	54,668
	1.4800	1.5800	1.7000	1.7500	1.8000
13	45,557	48,670	53,149	54,668	56,186
	1.5000	1.6025	1.7500	1.8000	1.8500
15	46,164	49,353	54,668	56,186	57,705
	1.5200	1.6250	1.8000	1.8500	1.9000
20	47,379	50,720	56,186	57,705	60,742
	1.5600	1.6700	1.8500	1.9000	2.0000

ADDENDUM #2

TEACHERS SALARY SCHEDULE - 2015-2016

(Due to step freezes during fiscal years 2012, 2013 and 2014, steps maintained by District office for employees employed during this period.)

Step	B.S. DEG	+150 SEM HRS	M.S. DEG	M.S. + 15 HRS.	M.S. + 30 HRS.
0	30,978	32,217	34,076	35,625	37,174
	1.0000	1.0400	1.1000	1.1500	1.2000
1	32,217	33,611	35,625	37,174	38,723
	1.0400	1.0850	1.1500	1.2000	1.2500
2	33,456	35,005	37,174	38,723	40,271
	1.0800	1.1300	1.2000	1.2500	1.3000
3	34,695	36,399	38,723	40,271	41,820
	1.1200	1.1750	1.2500	1.3000	1.3500
4	35,934	37,793	40,271	41,820	43,369
	1.1600	1.2200	1.3000	1.3500	1.4000
5	37,174	39,187	41,820	43,369	44,918
	1.2000	1.2650	1.3500	1.4000	1.4500
6	38,413	40,581	43,369	44,918	46,467
	1.2400	1.3100	1.4000	1.4500	1.5000
7	39,652	41,975	44,918	46,467	48,016
	1.2800	1.3550	1.4500	1.5000	1.5500
8	40,891	43,369	46,467	48,016	49,565
	1.3200	1.4000	1.5000	1.5500	1.6000
9	42,130	44,763	48,016	49,565	51,114
	1.3600	1.4450	1.5500	1.6000	1.6500
10	43,369	46,157	49,565	51,114	52,663
	1.4000	1.4900	1.6000	1.6500	1.7000
11	44,608	47,551	51,114	52,663	54,212
	1.4400	1.5350	1.6500	1.7000	1.7500
12	45,847	48,945	52,663	54,212	55,760
	1.4800	1.5800	1.7000	1.7500	1.8000
13	46,467	49,642	54,212	55,760	57,309
	1.5000	1.6025	1.7500	1.8000	1.8500
15	47,087	50,339	55,760	57,309	58,858
	1.5200	1.6250	1.8000	1.8500	1.9000
20	48,326	51,733	57,309	58,858	61,956
	1.5600	1.6700	1.8500	1.9000	2.0000

ADDENDUM #3

SUPPLEMENTAL SALARY SCHEDULE

Salary to be based on current base salary multiplied by index number listed.

		<u>ATHLETICS</u>	
<u>POSITION</u>	<u>INDEX</u>	<u>POSITION</u>	<u>INDEX</u>
BOYS		GIRLS	
Baseball – Varsity	0.090	Basketball – Varsity	0.150
Baseball – Reserve	0.065	Basketball – Reserve	0.090
Basketball – Varsity	0.150	Basketball – Middle School	0.055
Basketball – Reserve	0.090	Cross Country	0.065
Basketball – Freshman	0.065	Soccer – Varsity	0.090
Basketball – Middle School	0.055	Soccer – Reserve	0.065
Cross Country	0.065	Softball – Varsity	0.090
Football – Varsity	0.150	Softball – Reserve	0.065
Football – Reserve	0.090	Track – Varsity	0.090
Football – Middle School	0.055	Track – Assistant	0.065
Football – Summer	0.030	Track – Middle School	0.050
Soccer – Varsity	0.090	Volleyball – Varsity	0.090
Soccer – Reserve	0.065	Volleyball – Reserve	0.065
Track – Varsity	0.090	Volleyball – Middle School	0.055
Track – Assistant	0.065		
Track – Middle School	0.050		
Wrestling – High School	0.090		
Wrestling – Reserve	0.065		
Wrestling – Middle School	0.050		
CO-ED			
Athletic Director	0.200		
Cross Country - Middle School	0.050		
Athletic Trainer	0.090		
Varsity Golf	0.055		
Indoor Track	0.030		
Varsity Coach Off Season Conditioning	0.020	(Min. 12 students actively involved; 2 hours/day, 3 days/ week, 3 months; Max. 2 per coach per year)	
<u>ACTIVITIES/ADVISORS/CLUBS</u>			
Yearbook – High School	0.050	Play Production/Play	0.060
Cheerleaders – Varsity	0.070	High School Play Music Director	0.030
Reserve	0.060	Middle School Play Advisor	0.025
Freshman	0.040	Middle School Power of the Pen	0.025
Middle School 7/8	0.050	High School Quiz Team	0.050
Class advisors		Middle School Quiz Team	0.025
Seniors	0.030	Science Club	0.015
Juniors	0.070	Science Fair Coordinator – High School	0.015
Sophomores	0.020	Science Fair Coordinator – Middle School	0.015
Freshmen	0.020	Science Olympiad – High School	0.050
8th Grade	0.050	Science Olympiad – Middle School	0.050
Language	0.015	Student Council – High School	0.020
Music – Band – 5-12	0.200	Student Council – Middle School	0.020
Chorus – High School	0.020	Ticket Manager – High School	0.030
Flag Corps – High School	0.055	Ticket Manager – Middle School	0.030
National Honor Society	0.015	Muse Machine	0.050
Newspaper – High School	0.030	Stipend for Academic Class or Whole	
Newspaper – Middle School	0.025	Grade Level Overnight Field Trip	\$40/night
S.A.D.D. Advisor – High School	0.025	Talent Show Advisor	
		Elementary	0.010
		Middle School	0.015
		High School	0.020

The salaries determined by use of the above percentages shall be paid only upon the issuance of a supplemental contract by the Board and the fulfilling of the assigned duties. Supplemental contracts may be divided between two (2) or more individuals, and the Board reserves the right to add or delete positions or to not fill a supplemental position set forth herein. After the 10th year in a supplemental position, a teacher will receive an additional 10% of the stipend for subsequent years of service in the position.

ADDENDUM #4
TWIN VALLEY LOCAL SCHOOL DISTRICT PERSONAL LEAVE REQUEST

Name _____ School: _____

Date of Leave _____ Half Day _____ A.M. _____
Whole Day _____ A.M. _____

Teacher's Signature _____ Date _____

*

To be completed by the Principal:

_____ Approved _____ Disapproved

If disapproved, give reason: _____

Principal's Signature _____ Date _____

*

To be completed by the Superintendent:

_____ Approved _____ Disapproved

If disapproved, give reason: _____

Superintendent's Signature _____ Date _____

Note: Requests for personal leave must be made three (3) days in advance, except in an emergency.

(SUBMIT IN DUPLICATE)

ADDENDUM #5
Twin Valley Community Local School District
Professional Day Request

Name _____ Assignment _____

Meeting or

Visitation _____

Location: _____ Date(s) _____

State how attendance at this professional meeting or visitation is related to the School District's Continuous Improvement Plan (e.g., How will it improve student learning?)

Substitute Needed (Please Check): Yes No

Reimbursement of expenses available

from: _____ Amount _____

Expenses Request: a. Registration (amount) _____

b. Mileage (amount) _____

c. Lodging (amount) _____

TOTAL: _____

(Items a, b and c require prior Board action.)

It is understood that approval of a request shall be followed by a brief written report of the meeting to the principal, a copy of which shall be forwarded to the Superintendent.

Date _____ Signature _____

--

Approved _____ Disapproved _____

Principal _____

Approved _____ Disapproved _____ Superintendent _____

Reason for Disapproval _____

**ADDENDUM #6
TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT
NOTIFICATION OF USE OF SICK LEAVE**

Name _____ Date _____

No. Of Days Requested _____ Assignment _____

I hereby request sick leave beginning _____ .M. on _____ and ending at _____ .M. on _____ .
(Date) (Date)

Standard reasons acceptable for sick leave are: (Check which reason) **(Mark only one.)**

- 1. Personal illness
- 2. Injury
- 3. Dental and medical appointment
- 4. Absence due to illness or injury in the employee's immediate family.
- 5. Exposure to contagious disease which could be communicated to others.
- 6. Disability due to pregnancy.
- 7. Death of parent, brother, sister, spouse, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepchild, or member of the household.

State relation _____

I hereby verify that sick leave was taken for the reason checked.

Signature of Employee

To be completed by employee:
When medical attention is required, complete the following:

Date(s) of Visit

Name of Attending Physician

Address of Attending Physician

APPROVED DISAPPROVED

Signature of Administrator

If disapproved, state reasons: _____

ADDENDUM #7

TWIN VALLEY COMMUNITY LOCAL SCHOOL DISTRICT
REQUEST FOR USE OF SICK LEAVE FOR OTHER RELATIVE OR IN HARDSHIP CASE

The Superintendent may approve sick leave usage for illness or death of relatives not included in the definition of "immediate family" (Article 25, Paragraph C of the Master Agreement) and in hardship cases. The exercise of discretion by the Superintendent with respect to one situation will not constitute precedent for the Superintendent's exercise of discretion in any other case. [The nature of the illness must be such or the circumstances dictate that the teacher is clearly needed by the ailing member of the family.]

Name _____ Date _____

No. Of Days Requested _____ Assignment _____

I hereby request sick leave beginning _____ .M. on _____ and ending at _____ .M. on _____ .
(Date) (Date)

I am requesting such usage for the following reasons (please identify person, the relationship and the nature of the hardship):

Signature of Employee

--

APPROVED _____ DISAPPROVED

Signature of Superintendent

ADDENDUM #8

STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 81-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.
5. It is understood that it is the responsibility of each individual teachers to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
6. The Board is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
7. The Association and teachers individually agree to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

ADDENDUM # 9

GRIEVANCE REPORT FORM

Level 1 (Informal)

Date of occurrence of grievance/complaint _____

Date of informal discussion _____

Formal Level

Level 2:

Statement of the grievance (must include the Article & Section of the Master Agreement which has been violated, misinterpreted, or misapplied): _____

Relief Sought: _____

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Administrator: _____

Administrator: _____ Date Issued: _____

Level 3:

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Superintendent: _____

Superintendent: _____ Date Issued: _____

Level 4:

Grievant: _____ Date Submitted: _____

Hearing Date: _____

Response of Board: _____

Board President: _____ Date Issued: _____

Level 5:

Date of receipt of Board's reply: _____

Date of Association's Demand for Arbitration: _____

3. To what in the material do you object? Please be specific and cite pages/scenes and explain your reasoning in light of the class and grade level in which this material is being presented:

4. What do you feel might be the result of using this material in the classroom? Please be specific and cite pages/etc.:

5. Have you read any review of the material and if so, please list the source and date of the review.

Source of review(s)

Date of Source(s)

6. Are you aware of the judgment of this work and/or this author by educational or literary critics? Describe what you know about these educational or literary opinions.

7. Are there resources you suggest to provide additional information and/or other viewpoints on this topic?

8. What would you like the school to do about this material?

