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MASTER AGREEMENT

BETWEEN THE

Teays Valley Education Association

AND THE

**TEAYS VALLEY LOCAL
BOARD OF EDUCATION**

July 1, 2016 to June 30, 2019

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ARTICLE I
RECOGNITION

A. Recognition

1. The Teays Valley Local Board of Education, hereinafter referred to as the “Board”, recognizes the Teays Valley Education Association OEA/NEA/CENTRAL, hereinafter referred to as the “Association” as the exclusive and sole bargaining agent for all classroom teachers, counselors, and special teachers.
2. Substitutes employed in the Teays Valley Local School District on a continuous basis in the same position for a period of sixty (60) days or more days and those employed on a continuous basis or a combination of days thereof for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and /or Sections 3319.11 and 3319.111 ORC. Substitute teachers thusly employed shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board. Inclusions in the bargaining unit shall remain until the return to duty of the teacher whose position the substitute was employed to fill or the end of the current year whichever shall come first.
The Association recognizes that casual day-to-day substitute teachers, the Superintendent, Principals, Assistant Principals, and other supervisory and administrative personnel are excluded from the bargaining unit.

B. Definition

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

C. Membership in Professional Organizations

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

ARTICLE II RIGHTS

A. Management Rights

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

B. Association Rights

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

1. Board of Education Information

- a. Board Meetings – Prior to each regular or special Board meeting, the board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular or any special meeting; (3) any final budget or appropriation resolution; and (4) complete June Treasurer’s report.
- b. Notice of Board Meeting – The Board shall give the Association reasonable advance notice of all regular and special Board meetings.
- c. Board Meeting Participation – The Board shall allow upon the submission of a written request from the Association President to the Superintendent, a reasonable period of time, not to exceed ten (10) minutes, to speak during the time reserved for public discussion at regular Board meetings.

2. Directory Information

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

3. School Mail

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

4. Use of Bulletin Boards

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

5. General Teachers Meetings

The Board shall allow the Association to address teachers for a reasonable period of time, but no more than ten (10) minutes during the general teacher’s meeting at the beginning of the school year.

6. Use of School Building

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

Advance Notice – The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service.

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

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

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

Duly elected or designated representatives of the Teays Valley CTA will be released from duty without loss of pay to attend official meetings of the National Education Association, Ohio Education Association, and Central Ohio Teachers Association. Such released days shall be limited to a cumulative total of three (3) days.
10. Discussion Forum

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

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

11. All bargaining unit members shall have the right to attend all school functions and events excluding charity functions and/or booster sponsored events, or the like (Examples: Cabaret and Donkey Basketball).
12. The Board and its agents will make its best effort to include Association members during the hiring process of new employees or hiring committees.

C. Individual Rights

1. Neither the Board nor the Association shall discriminate against bargaining unit personnel on the basis of race, color, creed, national origin, sex, religion, disability, sexual orientation, or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.
2. The provisions of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, age, disability, religious creed, sex, or national origin.
3. Nothing in this document shall prohibit any member of the bargaining unit from communicating his/her views to the Superintendent or the Board.

D. Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the TVCTA/OEA/NEA, a Fair Share Fee for the Association's representation of such non-members. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1st of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such Fair Share Fees shall begin at the first payroll period in February except that no fair share fee deductions shall be made for bargaining unit members employed after February 20 until the members' second paycheck. The Treasurer of the Board shall upon notification from the Association that a member has terminated membership commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each. The Association on behalf of itself and the OEA and NEA agrees to indemnify the board, its members, officers, treasurer, and employees in the Treasurer's office, for any cost or liability incurred as a result of the implementation and enforcement of this provision.

1. The Board shall notify the Association president in writing of any claim made or action filed against the employer by a non-member for whom indemnification may be claimed.
2. The Association shall reserve the right to designate counsel to represent and defend the employer. The Association shall extend to the Board the right upon request to have the Board's attorney to be informed regarding the case. The Board reserves the right to waive indemnification by the Association at the start of the defense, provided the Board agrees to actively defend this provision with the Board's own counsel.
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the association or its affiliates application to file briefs amicus curia in the action.

The Association shall administer its fair share fee and rebate procedure consistent with all applicable federal and state law. The Association shall provide reasonable notification to non-members of the fair share fee and their right to object to the amount of the fee prior to the deduction of the fee.

ARTICLE III
NEGOTIATIONS PROCEDURE

A. Purpose, Scope, and Successor Agreement:

1. Purpose – The purpose of negotiations is to reach agreement on issues submitted for negotiations by the parties.
2. Scope – The scope of negotiations shall be limited to wages, hours, terms and other conditions of employment, and the continuation, modification and deletion of a provision of this Master Agreement.
3. Successor Agreement – Negotiations for a successor agreement shall be in accordance with Ohio Revised Code, Chapter 4117, except as noted herein.

B. Directing Requests

1. Notice to Negotiate - A notice to negotiate may be submitted by the Board to the Association President or by the Association to the Board through the Superintendent. The initiating party shall send a copy of the notice to negotiate to SERB between February 1 through February 28 of the year the contract is set to expire.
2. Initial Meeting - Within ten (10) calendar days after the notice to negotiate is received, the representatives of the Association and the Board will mutually agree to the time, location of the meetings and the date negotiations shall begin. Negotiations shall begin no earlier than March 1 nor later than April 30.
3. Exchange of Proposals - The parties shall exchange their respective written proposals prior to the initial negotiation session. No new items shall be submitted thereafter except upon mutual agreement of the teams.

C. Negotiating Meetings

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

D. Representation

1. Team Composition - The negotiation teams of the Board and the Association shall not have more than eight (8) members, a majority of whom shall be employees or officials of the district.
2. Selection - Each party has the right to choose their representatives either from within or outside the school district and each party shall clothe their representatives with the power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Procedure While Negotiations Are In Progress

1. Caucus - The chairperson of either group may recess his/her group for independent caucus at any time for a period of thirty (30) minutes or as otherwise mutually agreed.
2. Protocol - No action to coerce or censor or penalize any negotiating participant shall be made or implied by any member as a result of participation in the negotiation process.
3. Item Agreement – As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party’s chief negotiator.
4. Schedule of Meetings – Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.
5. Final Agreement – No agreement shall be considered final until after ratification and approval by the Association membership and the Board of Education.
6. Press Releases – Prior to impasse, no press releases shall be issued without mutual agreement of the parties.

F. Agreement

When agreement is reached on those matters being negotiated, the outcome shall be reduced to writing and submitted first to the Association and then to the Board for formal approval. Following the conclusion of negotiations the Association shall have ten (10) days to take a ratification vote. Following the Association’s ratification vote, the Board shall have ten (10) days to take its ratification vote.

G. Impasse

1. In the event negotiations are not completed within sixty (60) days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Upon such request by either party, the parties shall submit a joint written request to the FMCS to provide a mediator to facilitate bargaining. Mediation shall begin as soon as the mediator is available and shall continue until the expiration of the collective bargaining agreement, and, if the parties mutually agree, may continue thereafter. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
2. In the event there are costs and expenses which may be incurred in securing and utilizing the service of a mediator, such costs will be shared equally by the Board and the Association.

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

H. Final Document

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

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions

1. "Association" shall mean the Teays Valley Education Association.
2. "Administration" shall mean the Superintendent, Assistant Superintendent, Principals, Assistant Principals and Directors.
3. "Board of Education" and the "Board" shall mean the Teays Valley Local Board of Education.
4. "Days" shall mean working days as designated in the school year calendar except legal holidays unless specified otherwise and except for summer break when days shall mean days when the administrative offices of the school district are open for business.
5. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.
6. "Grievant" shall mean a teacher(s) or the Association initiating a claim.
7. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
8. "Teacher" shall mean a member of the bargaining unit.

B. Rights of the Grievant and the Association

1. Any bargaining unit member is entitled to bring a representative of their choosing to any meeting with their supervisor or an administrator, if the member elects to have a representative present.
2. A grievant may be accompanied at all times and at all steps of the grievance procedure by a representative of the Association or their choosing.
3. The Employer recognizes that any bargaining unit member is entitled to be free of questioning about conversations the members has had with the member's Association representative.
4. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances'.
5. All parties agree that the grievance will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of a party-in-interest will automatically provide a five (5) day extension.
2. If grievant does not file a grievance in writing within thirty (30) working days of the occurrence of the act or condition on which the grievance is based, or the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.
3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered, or mailed by certified mail with return receipt requested. The Association shall receive copies of all notices.
5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

D. Informal Procedure

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

E. Formal Procedure

1. Step One - If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be (pursued) further by submitting a completed Grievance Report Form. A copy of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, the Association, and the Superintendent.
2. Step Two - If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall complete the Grievance Report Form, Step II, and submit the same to the Superintendent within ten (10) days of the receipt of its disposition at Step I. Within ten (10) days of receipt of the grievance form, the Superintendent shall meet with the grievant. Within five (5) days of the meeting, the Superintendent shall write a disposition of the grievance by completing Step II

of the Grievance Report Form and forwarding a copy to the grievant, the Association, and the Immediate Supervisor.

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

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

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

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

5. Arbitration

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

6. Costs

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

- F. Withdrawal

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

ARTICLE V
LEAVES

A. Sick Leave

1. Unit members shall accumulate sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month.
2. Unused sick leave may accumulate to a maximum of two hundred forty (240) days.
3. Employees may use sick leave for absence due to the following reasons:
 - a. Personal illness, injury, or illness attributable to pregnancy disability.
 - b. Exposure to a contagious disease with certification from a physician as to the medical necessity of the employee's absence.
 - c. Illness in the immediate family (immediate family is defined to include parents, parents-in-law, grandparents, grandchildren, sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, and such other persons who may live with the unit member as a member of the household or who, by reason of special circumstances, stand in the place of the above enumerated individuals, including, but not limited to, "step" relatives.
 - d. Death in the immediate family (as defined in c. above) for only those days which exceed the maximum allowed under the Bereavement Leave section.
 - e. Each employee shall be entitled to an advance of ten (10) days of sick leave regardless of whether that amount has been accumulated. These ten (10) days shall constitute a part of the total days for which the employee is eligible to earn during the contract year and shall be subsequently earned to avoid recoupment.
 - f. Adoption of a child, not to exceed six (6) weeks.
4. In the event that a unit member exhausts his/her sick leave due to a severe illness, injury or disability, that member may request sick leave days from a "bank" of days voluntarily donated by unit members to a "District Sick Leave Bank".
 - a. The District Treasurer and a designated Association Representative shall jointly develop a format which will assure equitable treatment of all bargaining unit members.
 - b. In no instance shall a unit member be allocated more than thirty (30) days from the "bank" in any given contract year.
 - c. In no case shall this plan prevent or prolong a unit member's application for and going on disability retirement.
5. Deduction of sick leave for fractional parts of a day will be made in increments of one-fourth ($1/4$), one-half ($1/2$), three-fourths ($3/4$), or a full day to the nearest equivalent.

6. The teachers shall upon return, complete a written signed statement to justify the use of sick leave. The teacher shall also provide the name of the attending physician if medical attention was required, and the date(s) consulted.
7. Where there is an expectation that a unit member will use in excess of five (5) consecutive days of sick leave, the employee shall inform the superintendent or his designee of the number of anticipated days to be used. If the absence continues beyond ten days for the reason of illness, the Board may request a verification statement from a physician. The employee shall provide the Board three (3) days' notice prior to the expected return from sick leave.
8. Use and accrual of sick leave days shall be reported to each unit member by the Treasurer as a part of the payroll information on the check stubs.
9. Deduction of sick leave shall not be made for those days when schools are closed due to calamity.

B. Personal Leave

1. Personal leave is available for teacher absence with pay for up to three (3) days unrestricted days annually.
2. The Superintendent/designee shall approve requests for personal leave when such a request is submitted.
3. Employees are encouraged to use personal leave for legal, business, family, and emergency matters, which cannot otherwise be managed after normal school hours. However, its use shall remain a personal matter and no reason shall be submitted for approval.
4. Such leave shall be subject to the following restrictions:
 - a. Personal leave shall not be granted the day before or the day immediately following vacation or holiday periods; nor shall such leave be granted during the first or the last week of the school year, except on approval of the Superintendent.
 - b. Not more than fifteen (15%) percent of bargaining unit members in any given building shall be approved for professional and/or personal leave for any one (1) workday. Such limit will be applied on a first-come, first-serve basis. Emergencies will be exempted from this restriction.
5. Whenever possible, application for leave shall be made at least three (3) days in advance of the anticipated leave.
6. In case of an emergency, the building principal must be notified and the proper form completed upon return.

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

C. Professional Meetings

1. The Association shall submit to the Superintendent by August 15 a list of annual department and curriculum conferences held during the school year. In the event the Superintendent decides that everyone requesting to attend the conference will not be allowed to attend, the Superintendent shall recommend to the Association President the number of participants who may attend each conference. The Association will select the participants on a yearly rotation basis. (Example – A person attending an annual department or curriculum conference one school year would go at the end of the list to attend the conference the following school year.)
2. Requests for attendance at professional meetings shall be submitted through the Principal to the Superintendent. The Superintendent or designee will review and sign off all applications for approval or denial. The Superintendent and the Board retain sole discretion to approve or deny requests to attend professional meetings and activities.
3. During the first semester, no more than 75% of the professional meeting budget shall be allocated for professional meetings. In the event a meeting is after the first semester but is approved before the end of the first semester, for allocation purposes, it would be counted as part of the first semester allocation. The remaining 25% are to be allocated after the first semester.
4. The Board shall reimburse all reasonable necessary and actual expenses for registration, meals, transportation, lodging, parking, and mileage provided that proper receipts are presented as a part of the statement of expense on forms approved by the Board. Employees must estimate the anticipated expenses for which reimbursement will be sought at the time of approval by the Superintendent.
5. The bargaining unit member may request an advance on registration fees to attend an approved convention/conference. If the member does not attend said convention/ conference, or if the advance exceeds the actual and necessary costs, the advance or portion thereof shall be refunded by the member within thirty (30) days of receipt of such advance.

D. Mandatory Court Appearances and Jury Service

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

2. Any bargaining unit member serving on jury duty shall be paid his/her salary for each working day served as a juror. All monies received from the Court minus parking and meal expenses shall be reimbursed to the Board.
3. A bargaining unit member shall not be required to use personal leave for the lawful will of a court or agency.

E. Bereavement Leave

1. A bargaining unit member shall be entitled to a collective annual total of five (5) days leave for death in the immediate family as defined in Section A-3-C of the contract, death of relatives not included in the immediate family definition or a close friend.
2. This leave shall not be cumulative from one year to the next.
3. Any days beyond the five (5) permitted under this section shall be chargeable against appropriate other leave (first against sick leave if available; secondarily to personal leave).

F. Unpaid Leaves of Absence

1. Application for unpaid leaves of absence shall be made to the Superintendent at least thirty (30) days prior to the commencement of such leave. (In the event circumstances dictate a shorter notice, the time frame shall be amended accordingly).
2. During such leave the bargaining unit member shall have the option to purchase COBRA when the board premiums expire. Upon return from leave, a bargaining unit member shall be assigned to a position for which he/she qualifies; there is no assurance that the assignment will be the one which had been vacated, nor is there a guarantee of assignment to the same building and/or grade level.
3. Upon return from leave, the employee shall assume the same position of the salary schedule unless the employee has accrued one hundred twenty (120) or more days teaching service during the year in which leave was granted.
4. Individuals on leave shall notify the Superintendent in writing of their intent to return by:
 - a. For first semester leaves – November 30
 - b. For second semester or full year leaves – April 10

G. Maternity/Paternity/Child Care/Adoption Leave

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

2. During the period of maternity disability the bargaining unit member is entitled to use sick leave.
3. A bargaining unit member requesting unpaid leave under this section shall have the right to such leave providing that the request is submitted to the Superintendent thirty (30) days prior to the commencement of such leave. (In the event that circumstances dictate a shorter notice, the time frame shall be amended accordingly).
4. Upon request, such unpaid leave shall be granted for the remainder of the semester, and if requested, extended for the remainder of the school year (if the initial semester is the first semester of the school year).
5. One additional full school year's leave of absence shall be granted if requested.

H. Disability Leave of Absence Without Pay

1. Upon the receipt of a written request documented with a physician's statement from a bargaining unit member, the Board shall grant an unpaid disability leave of absence for a period of not more than one (1) school year or for the remainder of the current school year.
2. If circumstances warrant and a written request is received, an additional full school year shall be granted provided that such request is accompanied by a physician's certification that there is a continuing disability.
3. The employee shall not earn pay or sick leave during the period of disability leave of absence.

I. Military Leave

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

J. Assault Leave

1. Any member of the bargaining unit who is unable to perform his/her contract duties due to physical disability directly resulting from an assault which he/she is in the course of Board employment, while on duty, either on school grounds during school hours or where requested/required to be in attendance at a school function, shall be eligible to receive assault leave.
2. Assault leave shall be for a maximum of 65 days in a school year.
3. To be eligible for assault leave, the employees shall submit to the Treasurer, a signed statement indicating the nature of the injury, the date of its occurrence, the identity of the person(s) causing the assault, if known, and the facts surrounding the assault. Assault leave will not be deducted from sick leave.

4. Full payment for assault leave, less Worker's Compensation, shall not exceed the members per diem rate of pay and will not be approved for payment unless and until the requirements above are met.
5. The employee who is assaulted shall if possible file criminal charges against the assailant.

ARTICLE VI
JOB SECURITY

A. Evaluation

1. Purpose of Evaluation

- a. To assess the performance of the professional staff so that appropriate employment decisions may be made.
- b. To determine the renewal of an employee's limited contract.
- c. To improve the quality of instruction.
- d. To improve staff performance through observation of the entire educational process.
- e. To encourage and promote acceptable levels of instructional performance.
- f. To assess and identify elements of the individual's performance which are in need of improvement and to suggest ways and methods in which professional improvement can be achieved.

The Teays Valley Local School District adopted a teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011 that aligns with the Standards for Teaching Profession and is attached hereto as Exhibit H.

2. Evaluation Procedures

- a. The first and the third, if necessary, observation of the school year shall be preceded by a conference between the evaluator and the teacher at least (3) days prior to the observation.
- b. The observation should not occur the day prior to the following Thanksgiving, Christmas, Spring break, or when the employee has had an extended absence, including but not limited to maternity/paternity/adoption leave. No observation or evaluation shall be conducted after May 10th and/or within three (3) days after the beginning of a new semester.
- c. Every newly employed teacher will have a pre-evaluation conference with the evaluation-taking place early in the school year. A volunteer mentor teacher may be provided to assist the new teacher throughout the first year. The mentor teacher shall play no part in the evaluation.
- d. An employee shall clearly understand when his/her professional performance is not acceptable. When the individual is made aware of such a situation, he/she shall be placed on REVIEW STATUS. Review status indicates that serious deficiencies have been observed and properly documented and without acceptable improvement, the employee's contract status may be in jeopardy. The employee will be provided a copy of all information, material, or documentation that the administrator relied upon in placing the member on review status. Additionally, the President of the

Teays Valley Education Association will be provided written notice of the name of the teacher who is being placed on review status.

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

The administration shall provide recommendations for improving any deficiencies noted.

- f. Evaluation shall be based upon performance observed in classroom observations as well as performance deficiencies documented and which occur outside regular classroom observations.
- g. Each teacher shall be evaluated according to the Ohio Department of Education Evaluation Policy outlined in Exhibit H. Evaluations shall include two (2) formal observations of at least thirty (30) consecutive minutes and walkthroughs. One formal observation shall occur in each semester if the teacher is available and in attendance. At least fifteen (15) calendar days should occur between formal observations barring any unforeseen circumstances or agreement with the teacher.
- h. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal or are found deficient to the extent that adverse personnel action may result, a total of three (3) formal observations must be conducted by the first day of May.
- i. A conference to discuss the observation shall be held and a report shall be given to the teacher no later than five (5) days after the observation. If a need arises, the principal may state in writing to the teacher that he needs an additional five (5) days to hold the conference.
- j. The teacher will then have the option to review the evaluation for two (2) days during which time the teacher may add his/her comments and sign the evaluation form. In the meantime, the principal has maintained a copy of the evaluation. The evaluation will be placed in the personnel file if the teacher fails to return the signed document after five (5) days.

- k. When the teacher turns in the signed evaluation form, the principal shall provide the teacher with a copy of the signed form within five (5) days.
- l. A classroom walkthrough is any observation of less than 20 minutes. Each walkthrough shall be followed by separate written or digital report of the results of the walkthrough. If concerns or deficiencies are noted in a walkthrough then a conference shall be held to discuss it no later than five (5) days after the walkthrough. There shall be no more than four (4) walkthroughs per semester. However, nothing in this section shall prevent an administrator from visiting a classroom and reporting performance deficiencies that may occur outside the regular classroom observations.
- m. All teachers' evaluations shall be completed by the first day of May and each teacher shall be provided with a written copy of the evaluation results by the tenth of May.

3. Due Process

If an employee with more than three (3) years of experience believes the evaluator has violated the procedure or that the evaluator's judgment or conclusion is arbitrary or capricious, the employee must file a written grievance in accordance with Article IV of the grievance procedure of the parties' contract.

B. Non-Renewal of Limited Contracts

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

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

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

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

At the end of an employee's 4th contract, he/she may not be non-renewed by the Board, except for good cause.

Teachers employed less than twenty (20) hours per week and teachers employed on an hourly or as-needed basis whose employment does not exceed twenty (20) hours in any

given week who teach “at risk” and/or disabled students (SBH, DH, LD) shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Sections 3319.11 and 3319.111 O.R.C. Teachers thusly employed shall have no right to employment or re-employment in any subsequent year unless offered a regular contract of employment by the Board.

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

Contract Termination

1. No continuing or limited contract shall be terminated during its term except for good and just cause. Employees shall have the right to appeal such termination through the negotiated grievance procedure.
2. This provision shall supersede and replace O.R.C. 3319.16 and 3319.161 relating to contract termination.

C. Sequence of Limited Contracts

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

a.	Initial Contract	One (1) year
b.	Second Contract	One (1) year
c.	Third Contract	One (1) year
d.	Fourth Contract	Two (2) year
e.	Fifth Contract & Thereafter	Five (5) years
2. Upon the recommendation of the Superintendent, the Board may issue a one (1) year probationary contract at the end of the contract, sequence if under the following provisions:
 - a. The Superintendent or his designee notifies the teacher five (5) working days in advance of the regularly scheduled April Board meeting of the intent to issue a probationary contract with professional improvement goals attached to the same.
 - b. The issuance of a probationary contract shall be based on less than satisfactory performance of contracted duties, as demonstrated by evaluations and informal observations.
 - c. Upon the expiration of the probationary contract period, the member of the bargaining unit must be advanced to the next contract sequence or properly notified of the Board’s intent to non-renew the contract pursuant to the terms of this agreement.

- d. A probationary contract shall be issued no more than once to any given employee during the course of employment with the Teays Valley Local School District.
3. Those employed prior to the effective date of this contract will complete their current limited contracts before begin placed appropriately (based on system experience) in the aforementioned sequence.
4. A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract shall notify the local Superintendent in writing by October 1, and upon request, will be considered for a continuing contract at the April Board meeting at which time personnel employment is considered.
5. Retired Employees Re-employed by Board in bargaining unit positions
 - a. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Teays Valley Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Teays Valley Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
 - b. All retired teacher shall be placed on Step 0 of the teacher's salary schedule training column. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.
 - c. If a teacher hired pursuant to this provision wishes to utilize the health insurance plan offered by the Board, the Board shall be obligated to provide that employee a single plan and pay the same percentage for the single plan premium as it does for other members of the bargaining unit. If the teacher employed pursuant to this provision wishes to utilize the Board's health insurance coverage and signs up for a family plan, then the Board of Education shall be obligated to pay 50% of the premium for said family plan with the employee paying the remaining 50% of the premium.
 - d. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.
 - e. Each one year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action

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

- f. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- g. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.
- h. Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit. In addition, teachers employed pursuant to this provision shall not be permitted to accumulate personal leave days and carry them over into the next school year if re-employed by the Board. Teachers employed pursuant to this provision shall start each new school year with a personal leave balance of zero.

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

D. Discipline

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

E. Reduction in Force

- 1. The Board may institute a reasonable reduction in force by reason of declining enrollment, return to duty of regular teachers after leave of absence, suspensions of school or territorial changes, or financial reasons.
- 2. When a reduction in force becomes necessary, it shall occur in the following manner:
 - a. Natural attrition through retirement, resignation, non-renewal or leave of absence to the extent possible.
 - b. Non-tenured teachers holding temporary certification will be the first suspended.

- c. Fully certificated teachers who hold limited contracts will be the next suspended.
 - d. Teachers who hold continuing contracts shall be given preference so that they are the last persons suspended within the certification/license area to be reduced.
3. In making such reductions by suspending contracts, the Board will proceed in accordance with the recommendation of the Superintendent who shall give preference to continuing contracts.
4. Seniority shall be defined as the length of continuous full time service as a bargaining unit member and shall not be interrupted by approved leaves of absence. Should a tie occur in determining seniority, the tie shall be broken by the date of the official Board action with respect to employment; and then by the date the Board's offer was accepted in writing; and then by the date by which the initial job application was submitted.
5. Reductions shall be made by the Superintendent in those areas of certification/licensure recommended for the reduction as follows:
 - a. Those limited contract teachers with an evaluation rating of "ineffective" shall be suspended first.
 - b. Teachers with a limited contract and an evaluation rating of "developing" and who have an improvement plan shall be suspended next.
 - c. Teachers with a limited contract and an evaluation rating of "developing" without an improvement plan shall be suspended next.
 - d. Teachers with a limited contract and an evaluation rating of "skilled" or "developing" without an improvement plan shall be considered "comparable" for purposes of RIF, such that those teachers with these evaluation ratings and having the least seniority will be the next to be suspended.
 - e. If a teacher has not been evaluated in the most recently completed school year, he/she will not be RIFed.
 - f. Evaluation ratings for purposes of RIF and recall shall only include the principal's evaluation rating and shall not include the student growth calculations (including value-added data).
6. Once it is determined which teachers are to be suspended, the Board shall establish a RIF list and such list shall be given to the Association.

7. A teacher whose name appears on the reduction in force list shall be offered re-employment when a position becomes available for which he/she is certificated. However, a teacher suspended with an evaluation rating of “ineffective” shall not be placed on the RIF list and shall not be recalled. Teachers on the RIF list shall be recalled in reverse order of layoff. No new teachers shall be employed by the Board while there are teachers on the RIF list who are properly certificated for any such opening. Teachers shall remain on the RIF list for a period of twenty-four (24) months.
8. Teachers being recalled shall be notified by certified mail to the teacher’s last known address and shall have twenty (20) calendar days from the date of receipt to respond affirmatively. It shall be the teacher’s responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.
9. Any bargaining unit member whose contract is to be suspended as a result of the reduction in force shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified to perform, provided that his/her principal’s evaluation rating is comparable or higher than the less senior teacher’s principal’s evaluation rating. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of the notification of “lay-off”. A member who is displaced according to this section is entitled to the same displacement rights vis-à-vis any less senior member provided that his/her principal’s evaluation rating is comparable or higher than the less senior teacher’s principal evaluation rating.
10. Any teacher having certification in more than one area who exercises the right of displacement as authorized in #9 above, shall be reassigned at the discretion of the Superintendent so long as such reassignment is in an area for which such teacher has a valid certificate.

F. Criminal Records Check

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

by the Association. The local Superintendent shall provide the employee with a copy of the adverse criminal record report and explain that release of the employee is required by law. The statutes pertaining to the non-renewal and/or termination of teachers shall not apply to the release of a conditionally hired employee as required by R.C. 3319.39. There is no right of appeal or grievance from a revocation of conditional employment.

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

ARTICLE VII
TERMS & CONDITIONS

A. Personnel Files

1. The official personnel file of each professional staff member shall be maintained in the central administrative office; the superintendent, other administrators, the treasurer and their assigned clerical personnel shall have access as related to the maintenance of the files.
2. A professional staff member, upon request, shall have access to his/her respective personnel file to review its contents. Any such review shall be held during regular office hours and in the presence of the Superintendent or his designee. The professional staff member may be accompanied by a representative.
3. Confidential information such as college or university ratings, letters of reference from university staff, individuals or previous employers are specifically exempted from such a review. The administrator shall remove any such information from the file before the review.
4. Any member shall be notified of the intent to place material in their personnel file which may be considered critical of their conduct, service, character or personality. Thereafter, each professional staff member shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to the personal or professional interest of such professional, and have such response attached to the specific material.
5. Each professional staff member shall have the right to indicate those documents and/or materials in his respective personnel file, which he believes to be obsolete, inappropriate, untimely and/or inaccurate. The staff member shall have the right that obsolete, inappropriate, untimely and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials the member shall have the right to initiate a grievance.
6. No materials dealing with the evaluation or discipline of a professional staff member will be placed in the personnel file without prior acknowledgment by the staff member that he/she has had the opportunity to review the material.
7. Any routine non-evaluative and non-disciplinary materials such as teaching certificates, transcripts, personal data forms, insurance materials, military certification, workers' compensation data, etc. shall not require prior acknowledgment by the staff member.

B. School Year & Calendar

1. The work year shall consist of one hundred eighty-five (185) days. Of these 185 days, one (1) day shall be a general meeting at the beginning of the school year, one-half (1/2) shall be a work day; a second day shall be scheduled at the

beginning of the school year, one-half (1/2) of which shall be devoted to in-service education and the remaining one-half (1/2) shall be a work day; two (2) record keeping days shall be implemented, one at the end of each semester; one (1) day shall be devoted to individualized professional development (this excludes employee compliance training such as Public School Works) and two (2) parent-teacher conference days. The Board will provide the teachers with four (4) uninterrupted early dismissal days of no less than one (1) hour in duration to begin before the scheduled dismissal time for students for the purpose of professional development at the end of each quarter to be determined by the calendar committee starting in the 2014-15 school year.

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

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

C. School Day

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

Elementary: 7 hrs. 15 min. Middle/High School: 7 hrs. 25 min.
2. Each building principal will identify at the beginning of the school year a specific date each month for a regular monthly staff meeting. If an emergency exists, additional meetings may be called. Both regular and special meetings shall not extend the work hours more than one (1) hour. Staff meetings are not to be scheduled the day before a holiday dismissal.
3. The Board may adjust the start and end times of the school day at each building in the District as long as the length of the school day does not exceed the maximum limitations contained in this section.

D. Planning Time

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

1. High School – At least one (1) planning period per day of fifty (50) consecutive minutes while students are present.
2. Middle School – At least one (1) planning period per day of fifty (50) consecutive minutes, while students are present.
3. Elementaries – At least one (1) planning period of at least thirty (30) minutes per day while students are present and at least 210 minutes per week while students are present.

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

4. Performing Substitute Work – An administrator shall not ask an employee to substitute for another employee more than one time during a given school year. An exception to this provision may occur if the administrator and employee agree that an emergency situation has occurred, then that employee may be asked to substitute more than one time during the school year.

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

E. Class Size

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

If the class size target exceeds the maximum amount of students, the affected teachers will notify the principal and superintendent and discuss the possibility of one of the following options: adding a teacher, or an aide/assistant, a change of schedule, a class size stipend to be paid at the end of the year based on the yearly class size average (See Exhibit I), or seek other alternatives in resolving the issue.

F. Vacancies, Transfers & Assignments

Vacancy Defined – A vacancy shall be defined as a job opening created by the death, resignation, retirement, transfer, promotion, non-renewal or termination of the teacher formerly filling such position or by reason of being newly created by action of the Board

or Administration. The Board is not required to fill a vacancy provided that it is in accordance with the reduction in force provision of this contract.

1. Vacancies

a. All vacancies shall be posted in each building and sent to the teachers' work e-mail address for five (5) working days except during the period between July 10 and the opening of school, when it will be for two (2) working days up until thirty (30) calendar days before the first student day. During this 30-day window vacancies will be posted but the position may be filled at any time. "Working days" will be days upon which the administrative offices are open for business. All members desiring a transfer and/or having an interest in a specific assignment should it become vacant must submit a letter to the local Superintendent by May 1 expressing such in order to be considered. It shall be the member's responsibility to provide the local Superintendent with a telephone number at which he/she may be reached.

b. Vacancies occurring during the school year shall be filled on a temporary basis with a substitute until the end of the school year. Beginning May 1, these positions temporarily filled shall be posted as vacant for the next school year.

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

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

- a. Highest seniority individual with appropriate qualifications at the time of posting
- b. Experience

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

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

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

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

2. Involuntary Transfer & Assignment

- a. A teacher being involuntarily transferred to another building shall be given the opportunity to meet with the Superintendent or his/her designee prior to said transfer to review the reasons for the transfer.
- b. A teacher being involuntarily transferred to a different building will be placed only in a position for which the teacher is certified.
- c. The reason for the involuntary transfer shall be a fair and honest reason and the Superintendent shall give this reason to the teacher in writing.
- d. The decision of the Superintendent relative to the assignment and/or transfer of a member of the bargaining unit shall not be subject to the grievance procedure.
- e. Should a bargaining unit member be transferred or reassigned to a new grade level or content area within fourteen (14) calendar days before the start of the school year, that member is eligible to receive two professional days.

G. Complaint Procedure

1. If any complaint, written or verbal, made to the Board, its members or any administrator by a parent, student, or any other member of the public concerning a bargaining unit member's CONDUCT is deemed to be serious enough to become a matter of record, the bargaining unit member shall be informed of the stated concern by the appropriate administrator and the unit member shall in turn attempt to resolve the party's complaint.
2. In the event that the complainant is not satisfied and requests to bring the concern to the Board, the bargaining unit member shall be so informed and shall have the right to provide information to the Board concerning the issue. In no case shall a complaint be grounds for action reprimanding or disciplining a unit member without prior notice to the member which would provide a minimum of seven (7) work days for the unit member to resolve the concern or provide information on the issue to the administration. If the concern is heard by the Board it shall occur in executive session. The unit member and/or his representative shall be afforded the opportunity to be present and to be heard.

H. Required Meetings or Hearings

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

I. Record Keeping Days
There shall be no scheduled workshops during teacher record keeping days unless by mutual agreement of the bargaining unit members involved.

J. Grading
The grading period shall be nine (9) weeks long. Progress reports will be given for all students midway through the grading period. For the progress report the teacher will approximate the grade and will use a letter grade. However, teachers shall not provide progress reports midway through the first grading period for students in kindergarten through fifth grade.

Eligibility – eligibility will be determined approximately every 4 ½ weeks.

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

L. Smoke Free Work Place
Employees shall be prohibited from smoking in school buildings or on school grounds.

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

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

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

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

O. Health and Safety Committee
A health and safety committee shall be formed to investigate and make recommended solutions to district health and safety issues. The committee shall consist of a principal

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

P. Highly Qualified Teacher

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

Q. Multiple Areas of Certification or Licensure

1. Employees hired for the first time after June 30, 2005, who have multiple areas of certification or licensure shall be required to maintain two (2) areas of certification or licensure.
2. The Board shall determine and notify the newly hired employees which certification or licensure areas must be maintained.
3. Courses identified by the LPDC as necessary to maintain the area of certification or licensure that is not being currently utilized shall be fully reimbursed by the Board. This reimbursement shall not be deducted from the funds designated in Article VIII (I).
4. Renewal fees for the area of certification or licensure not being currently utilized shall be fully reimbursed by the Board.

R. Mentorship Program

The Mentorship program shall include a provision that has the Association, with recommendations from the building principals, selecting all mentors and the rate of compensation or release time. This mentor program shall be submitted to the Board and Association for their approval. Based upon licensure law, all new entry year teachers must pass a performance assessment. Teays Valley District’s entry year program must include components that address the entry year process. All state funding coming to the Teays Valley District designated for entry year use will be used for purchased services through the Pickaway County Educational Service Center to support an entry year program as long as the Pickaway County Educational Service Center offers this program to the Board. Monies will be used for, but not limited to, mentor salaries, entry year salaries, materials, substitute coverage (not to exceed two (2) days per entry year teacher) and professional development.

ARTICLE VIII
COMPENSATION

A. Salary and Index

1. For the 2016-2017 school year all bargaining unit members will receive a 2.5% increase on their base salary and shall move up one step on the salary schedule.
2. For the 2017-2018 school year all bargaining unit members will receive a 2.0 increase on their base salary and shall move up one step on the salary schedule.
3. For the 2018-2019 school year all bargaining unit members will receive 2.0 increase on their base salary and shall move up one step on the salary schedule.
4. The Board shall implement the salary schedule attached hereto and designated Exhibit A for the 2016-2017 school year.
5. The Board shall implement the salary schedule attached hereto and designated Exhibit B for the 2017-2018 school year.
6. The Board shall implement the salary schedule attached hereto and designated Exhibit C for the 2018-2019 school year.
7. The Board shall implement the supplemental salary schedule attached hereto and designated Exhibit D for the 2016-2017, 2017-2018, 2018-2019 school years.
8. For hours to count for placement on the MA plus twenty column of the salary schedule, the hours must be hours earned in graduate level courses after earning a master's degree. The hours must be earned from an accredited college or university.
9. If the Superintendent of schools approves them, hours earned in undergraduate courses after obtaining a master's degree may count for placement on the MA plus twenty columns.

B. Payroll Practices

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

- a. The Athletic Director, Band Directors and Choral Director who have summer responsibilities to be paid twenty-six (26) pays. The Yearbook Advisors, Newspaper Advisor, Department Chairpersons, and Middle School Athletic Directors, BLT members, NHS advisors, Key Club Advisors, Class advisors all to be paid in twenty-two (22) payments.
 - b. With exceptions noted, all other supplemental contracts to be paid in the lump sum method at the conclusion of the responsibilities.
 3. The Association is responsible for providing the Treasurer of the Board a signed assignment authorizing deduction of membership dues and assessments of the National Education Association, the Ohio Education Association and/or Central Ohio Teachers' Association. The deduction of the membership dues shall be made from regular payrolls beginning in October and ending in July of each year. The Board agrees to promptly remit to the respective Association (The Ohio Education Association) all monies so deducted accompanied by a roster of those for whom the deductions have been made. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board, with a copy to the Association. Such authorization may be withdrawn during a period of fifteen (15) days each year ending the 15th of September.
 4. Any payroll changes made by a unit member must be submitted to the treasurer's office before the 15th of the month. Such changes will then be made on the first pay of the following month so the changes apply to an entire month.
 5. Unit members interested in participation in a tax sheltered investment program must first check with the Treasurer to make a determination if the proposed investment company has been Board approved.
 6. Electronic Deposit
All employees will be required to utilize electronic deposit.
- C. Credit for Experience
1. Credit for years of teaching experience upon initial employment shall be granted at no less than the minimum amount required by Section 3317.13, ORC.

In addition, the Board may grant additional years of teaching experience upon initial employment in excess of that required by 3317.13 if the Board believes it is in the best interests of the school district to do so.
 2. Credit shall be given for up to ten (10) years of comparable prior experience in a supplemental contract assignment.

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

D. Home Instructors/Home Tutors

1. At the beginning of each school year the Board shall post to all employees a notice requesting that anyone interested in filling a position of Home Instructor to notify the Board. The hourly rate for tutorial instruction shall be Twenty-Seven Dollars (\$27.00) per hour. A minimum of one (1) hour shall be paid in the event no students attends the appointment unless the session is cancelled in advance.

E. Extended Service

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

F. Mileage Expense

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

G. Severance Pay

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

1. Pay for unused accumulated sick leave shall be based upon the eligibility requirements as stated above. The number of days to be paid shall be one-fourth (1/4) the value of the employee's accrued, but unused sick leave, up to two hundred forty (240) days; thus, the maximum would be sixty (60) days severance pay.
2. In the event an employee dies and at the time of his/her death he/she was eligible to receive severance pay, then in that event, the amount of severance pay the employee would have received had he/she retired at the time of his/her death shall be paid to his/her estate.
3. Payment shall be made based upon the employee's daily rate of pay at the time of separation for retirement as follows:
 - a. Teacher's severance pay to be based on the contract year of one-hundred-eighty-five (185) days.

- b. Personnel on extended service (twenty (20) additional days per each month of extended service) shall have severance pay calculation based on extended service and base salary only;
4. Severance pay for unused accumulated sick leave retirement shall eliminate all accrued sick leave to the employee.
5. Severance pay shall be processed on a single check and shall be paid only once to any given employee.
6. Applications for severance pay are to be made through the office of the treasurer and must be accompanied with documentation from the retirement system of the affirmed eligibility for service or disability retirement; payment shall be made within 60 days following the employee's effective date of retirement provided the treasurer has evidence that the first retirement check has been received by the employee.
7. Super Severance Pay
 - a. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year he/she first attains 30 years of STRS retirement credit, he/she shall receive a lump sum payment of \$10,000.00 plus severance pay as provided in the contract. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she reaches his/her 30th year of STRS eligibility shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to this contract upon retirement.
 - b. An employee wishing to receive super severance pursuant to this provision must tender his/her resignation for retirement purposes no later than April 1 of the school year under the above requirement. The retirement notice shall be effective the end of the school year.
 - c. Payment pursuant to this provision shall be made within sixty (60) days of the Treasurer's receipt of notice from STRS that the employee is retired and receiving benefits through STRS.

H. Retirement Pick-Up

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

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

amount equal to the amount “picked-up” by the Board for the purpose of State and Federal Tax only.

2. The pick-up provision shall apply to all compensation including any extended service or supplemental contract earnings.
3. Compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans is the individual bargaining unit member’s responsibility.
4. The foregoing “pick-up” provisions are governed by regulations and rules of STRS and IRS; if any such rules are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, STRS rulings, or other governing body regulations, the Board shall be held harmless and this article of the Agreement shall be declared null and void.

I. Educational Incentive

1. The Board will provide \$75,000 for the purpose of reimbursing teachers for courses completed in their teaching area, area of licensure or is otherwise related to their teaching position. The Treasurer shall add the total amount for reimbursement for the previous 12 months as of September 15th of each year. This amount shall be divided into the total allocated as stated above to determine the percent each teacher shall receive for the course work completed. Payment to the teacher shall be made by November 1st. Payment will not exceed 100% of the tuition cost. Each member must submit a completed grade slip and an itemized paid fee receipt for reimbursement. Any amount of the total allocation for reimbursement not used 1 (one) year, shall be rolled over to the following year provided the total amount does not exceed the annual limits set forth above.
2. The staff member must be employed in the district at the time such reimbursement is due, otherwise payment shall be forfeited. Staff members new to the district shall not be eligible to take courses for reimbursement prior to June 1st of their initial contract year in the district.
3. Reimbursement will occur for only those courses where prior approval has been granted by the Superintendent; that approval must precede the registration for and the beginning date of the course(s). Only those courses which directly relate to the respective teaching field or those courses needed for additional certification requirements qualify under this program.
4. It is understood that in applying Section (1) Educational Incentives, subparagraph (3), the Superintendent will apply it literally when approving or disallowing courses for reimbursement and past practice in this regard will not necessarily be followed.

An exception will be made if the applicant's original course, which was approved, was closed out/ canceled and a substitute course was chosen.

5. Reimbursement Guidelines:

- a. Complete the Green Form to reflect your plan for the completion of the course(s) and submit it to the Superintendent for board approval prior to registering for course work.
- b. After the board has approved your coursework request, the original Green Form will be returned to you with the appropriate approval.
- c. As you are completing the coursework, make sure you keep the RECEIPT indicating the amount you paid for the TUITION COST of the class. (Reimbursement is NOT available for material fees, bus transportation charges, general registration fees, etc.)
- d. When you have completed your class and have received your final grade, attach the grade slip to the Green Form along with the paid fee receipt and keep these items in your possession until September 15th of the year you are to be reimbursed. DO NOT TURN IN ANY OF YOUR DOCUMENTATION UNTIL SEPTEMBER 15TH. It is acknowledged that some universities do not have the grades processed by September 15th. As in the past, we will accept your coursework documentation up to three days prior to the November 1st deadline to make payment to each individual staff member.
- e. Failure to submit all required documentation by the required date may result in reimbursement being delayed until the next year.

J. Benefits

1. The Board shall provide a high deductible plan (HDP) with deductibles of \$1,500 for the single plan (in-network) and \$3,000 for family plan (in-network), with maximum out-of-pocket for the single plan of \$3,000 (in-network) and maximum out-of-pocket expenses of \$6,000 for the family plan (in-network). The Board shall pay 100% of the single premium and 90% of the family premium for this coverage.

The Board will contribute for calendar years 2017, 2018 and 2019 to each employee's single and family plan health savings account based on the following:

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

- b. \$500 to be paid following written verification by a primary care provider of completion of a routine physical for the employee (if a single plan) OR a routine physical for both the employee and spouse, if on a family plan. The \$500 stipend cannot be partially paid, and two physicals must be completed for any employee enrolled in a family plan to be eligible for this \$500 stipend.
 - c. \$500 for each employee that completes the on-line health survey through United Health Care.
 - d. These stipulation must be completed by December 31st of the year prior to receiving these contributions.
 - e. Payments will be as follows: \$500 to all accounts in January of each year. The remainder will be divided by eleven and dispersed evenly from February through December.
2. Employees who are not enrolled in the district's health insurance are not eligible for any Board contribution to a Health Savings Account. For married employees eligible for health insurance by reason of their employment, the married employees may elect two single-health insurance plans or one family health insurance plan during an open enrollment period. Such employees will have two Health Savings Account contributions by the Board at either the single plan contribution or family plan contribution amount, depending upon which plan is elected. The Board will fund 95% of a family premium and 100% of a single premium for the High Deductible/Health Savings Account Plans.
3. Should the proposed "Excise Tax (Cadillac Tax) be imposed any time during this contract, it shall be understood that bargaining shall be immediately opened to negotiate insurance benefit to avoid any government imposed fees. It is understood that the district will not incur an excise tax on benefits.
4. Beginning with the December 2013 open enrollment, "Partners" are eligible for family health coverage under the Board's Plan in the same manner and subject to the same conditions, limitations, and qualifications as other members of the bargaining unit. "Partners" are defined as two individuals of the same sex, who are both employed by the Board, who share a regular and permanent residence, who have a committed personal relationship, who can demonstrate financial interdependence, who are not related by blood, not legally married, are not in a partnership with anyone else, and have a dependent (as defined in the Board's health insurance plan) such as a son or daughter.
5. Dental Insurance – The Board shall provide the current dental insurance plan or similar coverage for the life of the contract.
6. Insurance Fiscal Reports
The Board shall provide the Association with two copies of the monthly reports provided by the Fiscal Agent. Such reports shall include all contributions to and disbursements from the consortium Fund during the preceding calendar month.

7. **Term Life Insurance**

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

- a. The coverage will provide the AD/D (Accidental Death & Dismemberment or Double Indemnity) feature.
- b. If the insurance policy utilized by the district so provides, the coverage will have a waiver of premium feature in the event the employee becomes disabled.

8. **125A Plan** – The Board shall make available to interested employees a 125 Plan for the tax sheltering of insurance premiums, a health care flexible spending program and a dependent care program. The district shall provide an in-service training on the use, benefits and consequences of the 125 Plan on an annual basis.

K. **Supplemental Contracts**

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

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

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

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

L. **Internal Substitution**

Teachers who are required to give up their planning time to substitute for an absent teacher shall be compensated at the rate of \$27.00 per hour. In addition, if a teacher is required to take another absent teacher's students or a portion thereof, the teacher shall receive the above hourly rate or proportion thereof to the number of students taken (i.e., if the teacher takes one-half of an absent teacher's students, that teacher will get one-half of the above hourly rate.)

M. **IAT Meetings**

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

N. Master Teacher

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

O. National Board Certification

A one-time stipend of \$500 will be provided to any bargaining unit member achieving or obtaining a national board certification while an employee of the Teays Valley Local School District.

P. Lead Mentors

An annual stipend of \$1,200 will be provided to one (1) Middle School/High School Lead Mentor and to one (1) Elementary Lead Mentor.

Q. Non-Election of Insurance

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

1. To receive a stipend the employee must complete a year of non-coverage without electing to take Board paid medical insurance.
2. A year shall be defined as the 12 month period beginning January 1 through December 31.
3. Each eligible employee shall be given the option to either (1) elect medical coverage, or (2) elect the stipend for non-coverage. The open enrollment period is November 1 through November 30 of each year when an employee may make a status change in the election of non-coverage or insurance. .
4. If the employee elects the stipend, and subsequently decides for any permissible reason to re-enroll in the medical insurance plan with the 12-month period, he/she shall be permitted to do so, but shall forfeit any rights to any amount of insurance stipend.
5. An eligible employee enrolling in the medical insurance plan after a period of non-coverage shall not be excluded from any coverage, benefit or service guaranteed to all other covered individuals because of such re-enrollment, and shall not be subject to any exclusions, based on conditions that existed prior to enrollment. No proof of insurability shall be required for re-enrollment.

6. The \$2,000 stipend payment for nonuse shall be paid in the month of January following the employee's 12-month election of non-coverage.
7. When an employee is married to another employee, neither employee is eligible to participate in the opt-out.

ARTICLE IX
RESIDENT EDUCATOR PROGRAM

A. Purpose

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

B. Definition

The Resident Educator Program, a four (4) year program created by HB1, is designed to provide newly licensed Ohio educators with quality guidance provided by a trained mentor. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

C. Roles

1. Resident Educator Mentor

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

2. Resident Educator

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

3. Lead Mentor

The Lead Mentor/ is a teacher, as appointed by the Superintendent, who serves as the district's coordinator of the mentor program and the Resident Educator Program. The Lead MentorTeacher / oversees the orientation of all experienced teachers who are new to the district as well as the implementation of all aspects of the Resident Educator program, completes all required reports to ODE, including registration of Resident Educators, funding requests, midyear reviews, and the Formative Progress Reviews. The Lead Mentor also coordinates and approves all summative assessments for district resident educators prior to submission to the assistant superintendent and ODE for purposes of licensure.

D. Selection of Resident Educator Mentors

1. Lead Mentors and/or the Association President will get recommendations from building principals to select Resident Educator mentors from a list of state-certified mentors within the district.
2. Resident Educator Mentors must have a minimum of two (2) consecutive years of teaching experience in the Teays Valley Local School District.
3. Resident Educator Mentors must be have successfully completed both Instructional Mentoring Training as well as the Resident Educator-1 Training provided by the Ohio Department of Education.
4. Resident Educator Mentors must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
5. Resident Educator Mentors will use the Resident Educator formative assessment tools, as outlined by the Ohio Department of Education, to support the Resident Educator's success in the program.
6. Resident Educator Mentors do not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

E. Restrictions

1. Any or all materials jointly developed by the Resident Educator/Resident Educator Mentor shall not be developed or utilized as a remediation program.
2. The Resident Educator is not required to complete an IPDP nor utilize the LPDC process.

F. Protections

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as the Resident Educator Mentor shall not be part of that staff member's evaluation.
2. Resident Educator Mentors shall not participate in the evaluation of any Resident Educator.
3. Resident Educator Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
4. No Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential Resident Educator/Resident Educator Mentor discussions.

5. All interactions, written or oral, between the Resident Educator Mentor and the Resident Educator shall be regarded as confidential.
6. At any time, either the superintendent or the Resident Educator Mentor may exercise the option to have a new Mentor assigned.

G. Compensation

1. Resident Educator Mentors who have been assigned Year 1 Resident Educators shall be paid \$1,000.00 for work completed outside of the regular school day. In year 2, the Resident Educator Mentor will be paid \$750, and if ODE deems it appropriate and needed, then in year 3 and year 4 they are to be paid \$350 per year. If more than one resident educator is assigned to a mentor these values will be doubled. No more than two (2) resident educators will be assigned to a mentor.
2. The Lead Mentor Teachers shall be paid a stipend for serving as Lead Mentor for all experienced teachers new to the district, all year 2-4 Resident Educators, as well as coordinating the mentoring of all Year 1 Resident Educators. There will be a total of two Lead Mentors, one placed in the elementary building and one placed in either the middle or high school building.
3. Both Resident Educator Mentors and the Lead Mentor Teacher/Resident Educator Coordinator shall be paid in a one-time lump sum at the end of the school year.
4. The District will pay all approved training fees for the Resident Educator Mentors to receive the mandated ODE state mentor training.
5. Resident Educator Mentors and Resident Educators will be provided up to two (2) professional days annually for year one through year four of the program to conduct observations, complete required activities and reports, and complete all other activities outlined in the Resident Educator program.

ARTICLE X
EFFECTS OF CONTRACT

A. Effects of Contract

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

B. Publication of Negotiated Agreement

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

C. Duration

This Agreement shall be effective upon ratification by the parties except that compensation shall be effective July 1, 2016, and shall continue until its expiration on June 30, 2019.

FOR THE TEACHERS ASSOCIATION

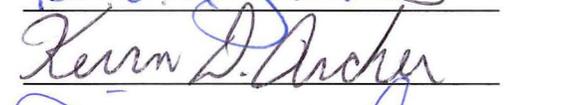




FOR THE BOARD OF EDUCATION







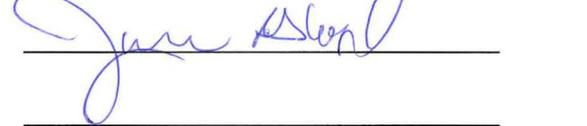


EXHIBIT A

Prior Yr Base Salary **\$38,397**
 RAISE % : **2.50%**
 FY17 BASE SAL **\$39,357**

FISCAL YEAR 2017

SERVICE YEARS	1		2		3		4	
	INDEX	BA AMOUNT	INDEX	BA+150 AMOUNT	INDEX	MA AMOUNT	INDEX	MA+20 AMOUNT
0	1.00000	39,357	1.05000	41,325	1.10000	43,293	1.15000	45,260
1	1.04500	41,128	1.10000	43,293	1.15500	45,457	1.20500	47,425
2	1.09000	42,899	1.15000	45,260	1.21000	47,622	1.26000	49,590
3	1.13500	44,670	1.20000	47,228	1.26500	49,787	1.31500	51,754
4	1.18000	46,441	1.25000	49,196	1.32000	51,951	1.37000	53,919
5	1.22500	48,212	1.30000	51,164	1.37500	54,116	1.42500	56,084
6	1.27000	49,983	1.35000	53,132	1.43000	56,280	1.48000	58,248
7	1.31500	51,754	1.40000	55,100	1.48500	58,445	1.53500	60,413
8	1.36000	53,525	1.45000	57,068	1.54000	60,610	1.59000	62,578
9	1.40500	55,296	1.50000	59,035	1.59500	62,774	1.64500	64,742
10	1.45000	57,068	1.55000	61,003	1.65000	64,939	1.70000	66,907
11	1.49500	58,839	1.60000	62,971	1.70500	67,104	1.75500	69,071
12	1.54000	60,610	1.65000	64,939	1.76000	69,268	1.81000	71,236
13	1.58500	62,381	1.70000	66,907	1.81500	71,433	1.86500	73,401
14	1.63000	64,152	1.70000	66,907	1.87000	73,597	1.92000	75,565
15	1.63500	64,349	1.75500	69,071	1.93000	75,959	1.98000	77,927
16	1.64000	64,545	1.75500	69,071	1.93000	75,959	1.98000	77,927
17	1.64000	64,545	1.75500	69,071	1.93000	75,959	1.98000	77,927
18	1.64500	64,742	1.76000	69,268	1.93500	76,156	1.98500	78,123
19	1.64500	64,742	1.76000	69,268	1.93500	76,156	1.98500	78,123
20	1.65000	64,939	1.76500	69,465	1.94000	76,352	1.99000	78,320
21	1.65000	64,939	1.76500	69,465	1.94000	76,352	1.99000	78,320
22	1.66000	65,332	1.77500	69,859	1.95000	76,746	2.00000	78,714
23	1.66000	65,332	1.77500	69,859	1.95000	76,746	2.00000	78,714
24	1.66500	65,529	1.78000	70,055	1.95500	76,943	2.00500	78,911
25	1.67500	65,923	1.80000	70,842	1.98000	77,927	2.03000	79,895
26	1.68000	66,120	1.80500	71,039	1.98500	78,123	2.03500	80,091
27	1.68000	66,120	1.80500	71,039	1.98500	78,123	2.03500	80,091
28	1.68500	66,316	1.81000	71,236	1.99000	78,320	2.04000	80,288
29	1.68500	66,316	1.81000	71,236	1.99000	78,320	2.04000	80,288
30	1.68500	66,316	1.81000	71,236	1.99000	78,320	2.04000	80,288
31	1.68500	66,316	1.81000	71,236	1.99000	78,320	2.04000	80,288
32	1.69500	66,710	1.82000	71,630	2.00000	78,714	2.05000	80,682
33	1.69500	66,710	1.82000	71,630	2.00000	78,714	2.05000	80,682
34	1.69500	66,710	1.82000	71,630	2.00000	78,714	2.05000	80,682
35	1.69500	66,710	1.82000	71,630	2.00000	78,714	2.05000	80,682

EXHIBIT B

Prior Yr Base Salary **\$39,357**
 RAISE % : **2.00%**
 FY18 BASE SAL **\$40,144**

FISCAL YEAR 2018

SERVICE YEARS	1		2		3		4	
	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT
0	1.00000	40,144	1.05000	42,151	1.10000	44,158	1.15000	46,166
1	1.04500	41,951	1.10000	44,158	1.15500	46,366	1.20500	48,374
2	1.09000	43,757	1.15000	46,166	1.21000	48,574	1.26000	50,582
3	1.13500	45,564	1.20000	48,173	1.26500	50,782	1.31500	52,789
4	1.18000	47,370	1.25000	50,180	1.32000	52,990	1.37000	54,997
5	1.22500	49,176	1.30000	52,187	1.37500	55,198	1.42500	57,205
6	1.27000	50,983	1.35000	54,194	1.43000	57,406	1.48000	59,413
7	1.31500	52,789	1.40000	56,202	1.48500	59,614	1.53500	61,621
8	1.36000	54,596	1.45000	58,209	1.54000	61,822	1.59000	63,829
9	1.40500	56,402	1.50000	60,216	1.59500	64,030	1.64500	66,037
10	1.45000	58,209	1.55000	62,223	1.65000	66,238	1.70000	68,245
11	1.49500	60,015	1.60000	64,231	1.70500	68,446	1.75500	70,453
12	1.54000	61,822	1.65000	66,238	1.76000	70,654	1.81000	72,661
13	1.58500	63,628	1.70000	68,245	1.81500	72,861	1.86500	74,869
14	1.63000	65,435	1.70000	68,245	1.87000	75,069	1.92000	77,077
15	1.63500	65,636	1.75500	70,453	1.93000	77,478	1.98000	79,485
16	1.64000	65,836	1.75500	70,453	1.93000	77,478	1.98000	79,485
17	1.64000	65,836	1.75500	70,453	1.93000	77,478	1.98000	79,485
18	1.64500	66,037	1.76000	70,654	1.93500	77,679	1.98500	79,686
19	1.64500	66,037	1.76000	70,654	1.93500	77,679	1.98500	79,686
20	1.65000	66,238	1.76500	70,854	1.94000	77,879	1.99000	79,887
21	1.65000	66,238	1.76500	70,854	1.94000	77,879	1.99000	79,887
22	1.66000	66,639	1.77500	71,256	1.95000	78,281	2.00000	80,288
23	1.66000	66,639	1.77500	71,256	1.95000	78,281	2.00000	80,288
24	1.66500	66,840	1.78000	71,456	1.95500	78,482	2.00500	80,489
25	1.67500	67,241	1.80000	72,259	1.98000	79,485	2.03000	81,492
26	1.68000	67,442	1.80500	72,460	1.98500	79,686	2.03500	81,693
27	1.68000	67,442	1.80500	72,460	1.98500	79,686	2.03500	81,693
28	1.68500	67,643	1.81000	72,661	1.99000	79,887	2.04000	81,894
29	1.68500	67,643	1.81000	72,661	1.99000	79,887	2.04000	81,894
30	1.68500	67,643	1.81000	72,661	1.99000	79,887	2.04000	81,894
31	1.68500	67,643	1.81000	72,661	1.99000	79,887	2.04000	81,894
32	1.69500	68,044	1.82000	73,062	2.00000	80,288	2.05000	82,295
33	1.69500	68,044	1.82000	73,062	2.00000	80,288	2.05000	82,295
34	1.69500	68,044	1.82000	73,062	2.00000	80,288	2.05000	82,295
35	1.69500	68,044	1.82000	73,062	2.00000	80,288	2.05000	82,295

EXHIBIT C

Prior Yr Base Salary **\$40,144**
 RAISE % : **2.00%**
 FY19 BASE SAL **\$40,947**

FISCAL YEAR 2019

SERVICE YEARS	1		2		3		4	
	INDEX	BA AMOUNT	INDEX	BA+150 AMOUNT	INDEX	MA AMOUNT	INDEX	MA+20 AMOUNT
0	1.00000	40,947	1.05000	42,994	1.10000	45,042	1.15000	47,089
1	1.04500	42,790	1.10000	45,042	1.15500	47,294	1.20500	49,341
2	1.09000	44,632	1.15000	47,089	1.21000	49,546	1.26000	51,593
3	1.13500	46,475	1.20000	49,136	1.26500	51,798	1.31500	53,845
4	1.18000	48,317	1.25000	51,184	1.32000	54,050	1.37000	56,097
5	1.22500	50,160	1.30000	53,231	1.37500	56,302	1.42500	58,349
6	1.27000	52,003	1.35000	55,278	1.43000	58,554	1.48000	60,601
7	1.31500	53,845	1.40000	57,326	1.48500	60,806	1.53500	62,854
8	1.36000	55,688	1.45000	59,373	1.54000	63,058	1.59000	65,106
9	1.40500	57,530	1.50000	61,420	1.59500	65,310	1.64500	67,358
10	1.45000	59,373	1.55000	63,468	1.65000	67,562	1.70000	69,610
11	1.49500	61,216	1.60000	65,515	1.70500	69,815	1.75500	71,862
12	1.54000	63,058	1.65000	67,562	1.76000	72,067	1.81000	74,114
13	1.58500	64,901	1.70000	69,610	1.81500	74,319	1.86500	76,366
14	1.63000	66,744	1.70000	69,610	1.87000	76,571	1.92000	78,618
15	1.63500	66,948	1.75500	71,862	1.93000	79,028	1.98000	81,075
16	1.64000	67,153	1.75500	71,862	1.93000	79,028	1.98000	81,075
17	1.64000	67,153	1.75500	71,862	1.93000	79,028	1.98000	81,075
18	1.64500	67,358	1.76000	72,067	1.93500	79,232	1.98500	81,280
19	1.64500	67,358	1.76000	72,067	1.93500	79,232	1.98500	81,280
20	1.65000	67,562	1.76500	72,271	1.94000	79,437	1.99000	81,484
21	1.65000	67,562	1.76500	72,271	1.94000	79,437	1.99000	81,484
22	1.66000	67,972	1.77500	72,681	1.95000	79,847	2.00000	81,894
23	1.66000	67,972	1.77500	72,681	1.95000	79,847	2.00000	81,894
24	1.66500	68,177	1.78000	72,886	1.95500	80,051	2.00500	82,099
25	1.67500	68,586	1.80000	73,705	1.98000	81,075	2.03000	83,122
26	1.68000	68,791	1.80500	73,909	1.98500	81,280	2.03500	83,327
27	1.68000	68,791	1.80500	73,909	1.98500	81,280	2.03500	83,327
28	1.68500	68,996	1.81000	74,114	1.99000	81,484	2.04000	83,532
29	1.68500	68,996	1.81000	74,114	1.99000	81,484	2.04000	83,532
30	1.68500	68,996	1.81000	74,114	1.99000	81,484	2.04000	83,532
31	1.68500	68,996	1.81000	74,114	1.99000	81,484	2.04000	83,532
32	1.69500	69,405	1.82000	74,523	2.00000	81,894	2.05000	83,941
33	1.69500	69,405	1.82000	74,523	2.00000	81,894	2.05000	83,941
34	1.69500	69,405	1.82000	74,523	2.00000	81,894	2.05000	83,941
35	1.69500	69,405	1.82000	74,523	2.00000	81,894	2.05000	83,941

EXHIBIT D

Fiscal 2017						
Prior Base:	\$ 38,397					
Raise:	2.50%					
FY17 Base	\$ 39,357					
	Class I	Class II	Class III	Class IV	Class V	Class VI
% of Base	13%	11%	8%	7%	6%	5%
Raise per Year	\$ 100.00	\$ 75.00	\$ 75.00	\$ 50.00	\$ 40.00	\$ 40.00
<u>Years of Exper.</u>						
0	5,116	4,329	3,149	2,755	2,361	1,968
1	5,216	4,404	3,224	2,805	2,401	2,008
2	5,316	4,479	3,299	2,855	2,441	2,048
3	5,416	4,554	3,374	2,905	2,481	2,088
4	5,516	4,629	3,449	2,955	2,521	2,128
5	5,616	4,704	3,524	3,005	2,561	2,168
6	5,716	4,779	3,599	3,055	2,601	2,208
7	5,816	4,854	3,674	3,105	2,641	2,248
8	5,916	4,929	3,749	3,155	2,681	2,288
9	6,016	5,004	3,824	3,205	2,721	2,328
10	6,116	5,079	3,899	3,255	2,761	2,368
11	6,216	5,154	3,974	3,305	2,801	2,408
12	6,316	5,229	4,049	3,355	2,841	2,448
13	6,316	5,229	4,049	3,355	2,841	2,448
14	6,316	5,229	4,049	3,355	2,841	2,448
15	6,416	5,304	4,124	3,405	2,881	2,488

Fiscal 2018

Prior Base: \$ 39,357
 Raise: 2.00%
 FY18 Base \$ 40,144

	Class I	Class II	Class III	Class IV	Class V	Class VI
% of Base	13%	11%	8%	7%	6%	5%
Raise per Year	\$ 100.00	\$ 75.00	\$ 75.00	\$ 50.00	\$ 40.00	\$ 40.00
<u>Years of Exper.</u>						
0	5,219	4,416	3,212	2,810	2,409	2,007
1	5,319	4,491	3,287	2,860	2,449	2,047
2	5,419	4,566	3,362	2,910	2,489	2,087
3	5,519	4,641	3,437	2,960	2,529	2,127
4	5,619	4,716	3,512	3,010	2,569	2,167
5	5,719	4,791	3,587	3,060	2,609	2,207
6	5,819	4,866	3,662	3,110	2,649	2,247
7	5,919	4,941	3,737	3,160	2,689	2,287
8	6,019	5,016	3,812	3,210	2,729	2,327
9	6,119	5,091	3,887	3,260	2,769	2,367
10	6,219	5,166	3,962	3,310	2,809	2,407
11	6,319	5,241	4,037	3,360	2,849	2,447
12	6,419	5,316	4,112	3,410	2,889	2,487
13	6,419	5,316	4,112	3,410	2,889	2,487
14	6,419	5,316	4,112	3,410	2,889	2,487
15	6,519	5,391	4,187	3,460	2,929	2,527

Fiscal 2019

Prior Base: \$ 40,144
 Raise: 2.00%
 FY19 Base \$ 40,947

	Class I	Class II	Class III	Class IV	Class V	Class VI
% of Base	13%	11%	8%	7%	6%	5%
Raise per Year	\$ 100.00	\$ 75.00	\$ 75.00	\$ 50.00	\$ 40.00	\$ 40.00
<u>Years of Exper.</u>						
0	5,323	4,504	3,276	2,866	2,457	2,047
1	5,423	4,579	3,351	2,916	2,497	2,087
2	5,523	4,654	3,426	2,966	2,537	2,127
3	5,623	4,729	3,501	3,016	2,577	2,167
4	5,723	4,804	3,576	3,066	2,617	2,207
5	5,823	4,879	3,651	3,116	2,657	2,247
6	5,923	4,954	3,726	3,166	2,697	2,287
7	6,023	5,029	3,801	3,216	2,737	2,327
8	6,123	5,104	3,876	3,266	2,777	2,367
9	6,223	5,179	3,951	3,316	2,817	2,407
10	6,323	5,254	4,026	3,366	2,857	2,447
11	6,423	5,329	4,101	3,416	2,897	2,487
12	6,523	5,404	4,176	3,466	2,937	2,527
13	6,523	5,404	4,176	3,466	2,937	2,527
14	6,523	5,404	4,176	3,466	2,937	2,527
15	6,623	5,479	4,251	3,516	2,977	2,567

INCREMENT SALARY SCHEDULE FOR EXTRA-CURRICULAR ASSIGNMENTS

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

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

Supplemental Class I:

Athletic Director - TVHS (3 positions -- Fall, Winter, Spring)
Head Boys Basketball
Head Girls Basketball
Head Football
Head Wrestling
Director, Instrumental Music
Choral Music
Middle School Athletic Director x 1.5 (TVEMS, TVWMS)

Supplemental Class II:

Head Baseball
Head Softball
Head Boys Track
Head Girls Track
Head Volleyball
Head Boys Soccer
Head Girls Soccer
Head Cross Country (2)
Instrumental Music Ass't (2)

Supplemental Class III:

Head Boys Tennis
Head Girls Tennis
Boys Basketball, Ass't Varsity
Boys Basketball, JV
Boys Basketball, Freshman
Girls Basketball, Ass't Varsity
Girls Basketball, JV
Girls Basketball, Freshman
Football, Ass't Varsity (2)
Football, JV (2)
Football, Freshman (2)
Wrestling, Ass't Varsity (2)
Wrestling, JV
Athletic Site Manager (Fall)
Athletic Site Manager (Winter)
Head Cheerleading (Fall)
Head Cheerleading (Winter)
Head Cheerleading (Competition)
Yearbook, TVHS
Head Golf (Boys)
Head Golf (Girls)
Head Swimming

Supplemental Class IV:

Baseball, Ass't Varsity
Baseball, JV
Baseball, Freshman
Softball, Ass't Varsity
Softball, JV
Track Ass't (3)
Volleyball, Ass't Varsity
Volleyball, JV
Volleyball, Freshman
Boys Soccer, Ass't Varsity
Boys Soccer, JV
Girls Soccer, Ass't Varsity
Girls Soccer, JV
Bowling, Varsity
Cross County Ass't (TVHS)
Freshman Softball

Supplemental Class V :

*Boys Tennis, Ass't
*Girls Tennis, Ass't

Middle School Sports (East and West)

Baseball, 7th grade
Baseball, 8th grade
Softball, 7th grade
Softball, 8th grade
Boys Basketball, 7th grade
Boys Basketball, 8th grade
Girls Basketball, 7th grade
Girls Basketball, 8th grade
Football, 8th grade, including summer conditioning (2)
Football, 7th grade, including summer conditioning (2)
Boys Track (2)
Girls Track (2)
Volleyball, 7th grade
Volleyball, 8th grade
Wrestling (2)
Yearbook (TVEMS & TVWMS)
Cross Country (TVEMS & TVWMS)
Football Cheerleading (JV)
Basketball Cheerleading (JV)
Swimming Assistant
Weight room (Fall, Winter, Spring, Summer)
Golf Assistant HS (1 Boys, 1 Girls)

Supplemental Class VI

*Golf Assistant (TVEMS & TVWMS)
In the Know
Mock Trial (TVHS)
*Mock Trial Assistant (TVHS)
Mock Trial (TVEMS & TVWMS)
Football Cheerleading (Freshman)
Football Cheerleading - 7th grade (TVEMS & TVWMS)
Football Cheerleading - 8th grade (TVEMS & TVWMS)
Basketball Cheerleading (Freshman)
Basketball Cheerleading - 7th grade (TVEMS & TVWMS)
Basketball Cheerleading - 8th grade (TVEMS & TVWMS)
National Honor Society (TVHS)
Competition Writing (TVEMS & TVWMS)
TVHS Pep Band
LPDC Coordinator

Stipend (Class I or \$2,000)

Fitness Center Supervision (Fall, Winter, Spring, Summer)
Drama Director (per production, 2 maximum)
Student Council (TVHS)
Key Club (TVHS)

Junior Class Advisor
Future Business Leaders of America (FBLA)
BLT Members (Appointed by building principals)
 TVHS (up to 10 positions)
 TVEMS & TVWMS (up to 7 positions)

Stipend (Class II or \$1,500)

Freshman, Sophomore and Senior Class Student Advisor

Stipend (Class III or \$1,000)

National Junior Honor Society (TVEMS & TVWMS)
BLT Members – Elementary Buildings (Appointed by building principals)

Stipend (Class IV or \$500)

LPDC Members (up to 6)

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

Positions that include (TVEMS & TVWMS) are two (2) positions or 1 at each building.

GRIEVANCE REPORT FORM

GRIEVANCE NUMBER _____
GRIEVANCE REPORT

SUBMIT TO PRINCIPAL OR IMMEDIATE SUPERVISOR IN TRIPLICATE

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A) DATE CAUSE OF GRIEVANCE OCCURRED: _____

B) STATEMENT OF GRIEVANCE: _____

C) SECTION OF AGREEMENT DECLARED TO HAVE BEEN VIOLATED: _____

D) RELIEF SOUGHT: _____

Signature _____ Date _____

E) DISPOSITION BY PRINCIPAL OR IMMEDIATE SUPERVISOR: _____

Signature _____ Date _____

STEP II

A) POSITION OF THE GRIEVANT: _____

Signature _____ Date _____

B) DATE RECEIVED BY SUPERINTENDENT/DESIGNEE: _____

C) DISPOSITION BY SUPERINTENDENT/DESIGNEE: _____

Signature _____ Date _____

STEP III

A) POSITION OF GRIEVANT: _____

Signature _____

Date _____

STEP IV

A) POSITION OF GRIEVANT: _____

Signature _____

Date _____

B) DATE RECEIVED BY ARBITRATOR: _____

Teacher Evaluation Policy

Legal References: ORC 3319.11,3319.111; 3319.112; 3319.58 . 3319.16, 3319.114,
Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012);
Am. Sub. HB 555 (March 22, 2013)

The Board of Education (Board) of the Teays Valley Local School District (District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

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

Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance.

Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if

adopted under RC 3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board-determined measures. When available, value-added data or an alternative student academic progress measure if adopted under RC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

If a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the entire student academic growth factor of the evaluation for such teachers shall be based on the value-added progress dimension.

Value-added data based on the results of state assessments administered in the 2014-2015 and 2015-2016 school years will not be used to assess student academic growth. Such data also will not be used when making dismissal, retention, tenure or compensation decisions. The Board may administer ODE-approved assessments and/or local measures of student growth using state-designed criteria and guidance for teachers of subjects where value-added scores from state assessments are not available. Evaluations for teachers of grade levels and subject areas for which the value-added progress dimension is applicable, and where no other measure is available to determine student academic growth, shall be based solely on teacher performance.

Students with 45 or more excused or unexcused absences during the full academic year will not be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Least Effective, (2) Approaching Average, (3) Average, (4) Above Average or (5) Most Effective, student growth levels.

Evaluation Timeline

District administrators evaluate teachers annually. Annual evaluations include two formal observations at least 30 minutes each and periodic classroom walk-throughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

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

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every three years. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations carried out under this policy, and whose student growth measures are at least average or higher every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, one observation is carried out and at least one conference with the teacher is held.

Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education. Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. The Board adopts a list of approved credentialed district evaluators, chosen from the Ohio Department of Education's list.

Professional Growth and Improvement Plans

Teachers with a final summative rating of Accomplished must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers with a final summative rating of Skilled must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list and will have input on their credentialed evaluator.

Teachers with a final summative rating of Developing must develop professional growth plans with their credentialed evaluators. The Superintendent/designee approves the professional growth plan and assigns the credentialed evaluator.

Teachers with a final summative rating of Ineffective must develop an improvement plan with their credentialed evaluators. The Superintendent/designee approves the improvement plan and assigns the credentialed evaluators. .

Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education.

Retention and Promotion Decisions

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

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

Poorly-Performing Teachers

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

Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education evaluation framework.

Class Size Stipends

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

1 to 4 students over target	\$500
5 or more	\$1000

Middle School and High School teachers that are over 150

151 to 155	\$500
156 to 160	\$1000
161 and higher	\$1500

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

*Stipends are based on yearly averages of enrollment

Memorandum of Understanding

The Teays Valley Education Association and the Teays Valley Board of Education hereby enter into this Memorandum of Understanding to address the addition of teacher to the district.

The board agrees to hire the following teachers from July 1, 2016 to June 30, 2019

Elementary Art (1)

Middle School Technology (1)

Elementary Physical Education (1)

Elementary General Music (1)

High School Elective (1)

This agreement will be void and negotiations will be opened if there is an adverse situation or development that negatively impacts the budget of the Teays Valley Local School District.