



# **AGREEMENT BETWEEN**

**TRI-VALLEY EDUCATION  
ASSOCIATION  
and  
TRI-VALLEY LOCAL  
BOARD OF EDUCATION**

**JULY 1, 2017 – JUNE 30, 2020**

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## **ARTICLE 1 NEGOTIATIONS AGREEMENT**

### **A. PREAMBLE**

1. Recognizing that providing a high quality education for the children of the Tri-Valley Local School District is the primary purpose of this school district and that good morale of the certificated staff is necessary for the best education of the children, we hereby declare that:
  - a. The Board of Education, under law, has the final responsibility for establishing the policies of the district.
  - b. The Superintendent and his staff have the responsibility of carrying out the policies established.
  - c. The Board of Education recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board of Education and its certificated staff.
2. The Board of Education of the Tri-Valley Local School District hereby adopts the following Agreement covering recognition of a certificated employee organization and the methods by which negotiations shall take place with said organization.

### **B. RECOGNITION**

1. The Tri-Valley Local School District Board of Education (the "Board") hereby recognizes the Tri-Valley Education Association OEA/NEA-Local (the "Association") as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117, Ohio Revised Code, for all full time and part-time certificated employees under regular contract.
2. The Association recognizes that the Superintendent, Assistant Superintendent, tutors, principals, and other administrative personnel as defined in Chapter 4117, Ohio Revised Code, are excluded from the bargaining unit. The bargaining unit will include any newly created non-supervisory full-time certificated regular contract positions which have a community of interest with the bargaining unit.

### **C. PRINCIPLES**

1. Attaining Objectives - Attainment of objectives of the educational program of the Tri-Valley Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, and the certificated staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
2. Certificated Personnel - It is recognized that members of the certificated staff require specialized qualifications, and that the success of the educational program in the Tri-Valley Schools depends upon the maximum utilization of the abilities of bargaining unit members who are reasonably well satisfied with the conditions under which their services are rendered.
3. Right to Join or Not to Join - It is further realized that certificated employees have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of an employee.
4. Rights of Individuals - Nothing in this Agreement shall prohibit any certificated teaching employee from presenting views, proposals, or grievances in accordance with the established procedure. Negotiations, however, shall be conducted according to this contract.

5. "Good Faith" Negotiations - The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

#### **D. AREAS FOR DISCUSSION AND AGREEMENT**

1. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding negotiable matters which shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.
2. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Tri-Valley School system.

#### **E. PROCEDURES FOR CONDUCTING NEGOTIATIONS**

1. Negotiating Teams - The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
  - a. All negotiations shall be conducted exclusively between said teams of three members or that which is mutually agreed upon.
  - b. The parties may call upon professional and lay consultants to assist in all negotiations. A lay consultant or professional consultant is any party other than a Board or Association member. The expense of such consultants shall be borne by the party requesting them.
2. Submission of Issues - Upon request of either party, by registered/certified letter, president to president, for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request and in no event shall the first meeting be less than sixty (60) days prior to the expiration of this contract. All issues proposed for discussions shall be submitted in writing by the Association and the Board at the first meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.
3. Negotiation Procedures - Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph 1, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall be held at a time other than the regular school day unless mutually agreed by the parties.
4. Recess - A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than three (3) calendar days from present session (unless otherwise mutually agreed to).
5. Mediation - If agreement is not reached, the unresolved issue(s) shall be submitted to the Federal Mediation and Conciliation Services or other mutually agreed upon service.

6. Caucus - Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
7. Exchange of Information - Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
8. Progress Reports - The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.
9. Reaching Agreement - As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the agreement as its official policy. The Association agrees to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.
10. In the event the parties are unable to reach agreement either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon the receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, and the Superintendent, or his/her designee shall be submitted to Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining differences. In the event agreement is not reached through mediation and the agreement or any extension of the agreement has expired and it appears that no more meaningful discussion can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.
11. The cost of employing all mediation services shall be shared by the Association and the Board.
12. It is also agreed by the Association and the Board that the procedures outlined in this agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

## **ARTICLE 2 USE OF SCHOOL FACILITIES AND ASSOCIATION RIGHTS**

### **A. GENERAL PROVISIONS**

1. The Association, its representatives, and affiliates, shall have the right to use school buildings for meetings. These meetings shall not interfere with or interrupt normal instructional programs in keeping with provisions of Building Policy and the Ohio Revised Code.
2. The Association shall have the right to use school facilities and equipment, including typewriters, copy machines, duplicating equipment, calculating machines and audiovisual equipment; only when operated by qualified people and the Association will accept responsibility for equipment. The school Board shall be reimbursed for all supplies used by the Association.
3. The Association will have the right to use school faculty bulletin boards.
4. The Association shall be recognized at every regular school Board meeting in keeping with the understanding of open communications.
5. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs or revisions of educational policy, which are proposed or under consideration, when deemed feasible by the Board.

6. The Association may use the internal mail system of the school.
7. Current board policies and administrative guidelines shall be available to all bargaining unit members on-line through the Tri-Valley home page link. Hard copies will be available in each building. As revisions occur, the Superintendent will provide the Association President with written updates. Custody and maintenance of an updated copy will be the responsibility of the Association. The monthly Board meeting summary distributed to staff members will include references to new/updated district policies that impact bargaining unit members.
8. The Board treasurer will forward to the TVEA President a copy of each monthly, quarterly, and annual financial report.
9.
  - a. Scheduled payroll deductions shall be provided for the following:
    - (1) Federal, State and City taxes.
    - (2) Insurance.
    - (3) Any financial institution capable of accepting an electronic deposit.
    - (4) Partial deposits to the Ohio Educational Credit Union.
    - (5) Tax Sheltered Annuities and/or Roth IRAs (Roth IRAs through payroll deduction ends January 1, 2018).
    - (6) Political Contributions.
    - (7) Ohio Tuition Trust Authority/College Advantage.
    - (8) Tri-Valley Endowment Fund.
    - (9) Tri-Valley Fitness Center.
    - (10) Genesis Fitness Center.
    - (11) The Fieldhouse.
    - (12) Dresden Swim Center.
    - (13) Ohio Deferred Compensation.
  - b. For a company/institution to begin receiving payroll deductions, at least seven employees must initially be enrolled in the program. If enrollment falls below the stated minimum for a company/institution that began receiving payroll deductions after July 1, 2005, the company/institution has six (6) months to reach or surpass the minimum enrollment or the payroll deduction will be discontinued. The Board Treasurer will contact the company/institution and the Association President if the enrollment falls below the limit. The Association President will make the membership aware that additional employees are needed to continue that deduction.

## **B. REPRESENTATION FEES**

1. Members of the bargaining unit who elect not to become or to remain members of the Association shall be obligated to pay a fair share fee for the Association's representation of such nonmember during the term of this contract. The Association will collect the fair share fee. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. The fair share fee shall not be more than 100% of the unified dues of the Association.
3. Bargaining unit members hired after the beginning of the school year shall be obligated to pay a pro rata portion of the "fair share fees" after a sixty (60) day grace period.
4. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and to the Superintendent upon request, and that such procedure

and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

5. Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
6. Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).
7. The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Board, its individual members, officers and employees, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against it, or one of its members, officers or employees by a nonmember for which indemnification may be claimed.
  - b. The Association shall reserve the right to designate counsel to represent and defend the employee.
  - c. The Board agrees to:
    - (1) Give full and complete cooperation 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.
    - (3) To not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
  - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

#### **A. GRIEVANCE POLICY**

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

#### **B. PURPOSE AND OBJECTIVES**

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

#### **C. DEFINITION**

1. A grievance is a complaint involving the alleged violation, misinterpretation of or misapplication of:

The written agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and to which are agreed.

2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of like circumstances affecting each member of the said group.

#### **D. GENERAL PROVISIONS**

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more bargaining unit members arising out of like circumstances. Grievance hearings shall be set at a time mutually convenient for the grievant and administration involved.
3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
4. A grievance shall be reduced to writing and shall include:
  - a. The alleged violation.
  - b. Relief sought.
  - c. Date of initiating procedure.
5. The Association shall be available to assist any bargaining unit member in preparing the proper and complete information necessary to expedite the procedure. The Association shall be notified of any grievance filed and shall have the right to be present at Levels 1 through 3.
6. Counsel of choice may be used by any or all parties involved in the grievance procedure at Levels 2, 3, and 4. If counsel for the bargaining unit member is an organizational counsel, the person shall be an official representative of the Association.
7. Time limits given shall be considered as a maximum, unless otherwise extended by mutual written agreement by the parties involved. Either party may request a five (5) day extension to meet any timelines contained in this Article.
8. Failure of the administration to respond in the time limit allowed shall result in the grievance automatically proceeding to the next appropriate level.
9. A grievance may be initiated at Level 2 when it has been determined by the building principal that the subject is not within the realm of his/her responsibility or control.
10. Nothing contained in this procedure shall be construed as limiting the rights of a bargaining unit member to use other professional or legal assistance in resolving a complaint or problem.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a bargaining unit member, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
12. A day shall be a day on which the Board offices are open for business.
13. No reprisal shall be made against any party involved in the use of this grievance procedure.
14. A grievance may be resolved at any level without prejudice or record.
15. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.



16. All records, documents, or communication concerning a grievance shall be filed in a grievance file upon resolution of the stated grievance.

## **E. PROCEDURE**

### **1. LEVEL 1 - SUPERVISING ADMINISTRATOR**

- a. A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within ten (10) days of his/her becoming aware of the alleged violation, or said grievance shall no longer exist.
- b. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator or both may have present at said meeting such persons as may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
- c. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance. A copy shall be sent to the Superintendent.

### **2. LEVEL 2 - SUPERINTENDENT**

- a. If the supervising administrator misses a Level 1 deadline or the aggrieved is not satisfied with the suggestion for resolution received in Level 1, he/she may within five (5) days of the missed deadline or receipt of the written response submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.
- b. The meeting shall be within five (5) days of the request.
- c. The meeting shall be conducted in a manner as stated in Level 1.
- d. Within five (5) days of the meeting, the Superintendent shall provide the aggrieved and the immediate administrator of Level 1 with a written response stating his/her position and suggestion for resolution of the grievance.

### **3. LEVEL 3 - BOARD**

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee or group or a Level 2 deadline is missed, such employee or group may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy will be filed with the Treasurer of the Board of Education. Failure to file such appeal within five (5) days from the missed deadline or receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the grievance on the agenda for the next meeting of the Board of Education. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization.
- b. The Board of Education shall act upon such appeal no later than its next regular meeting. The Board of Education's action shall be based upon the information presented by the Superintendent and arguments presented by or on behalf of the bargaining unit member. A copy of the Board's decision shall be sent to the grievant, Association President, Superintendent, and appropriate administrators.

#### 4. LEVEL 4 - ARBITRATION

- a. If a Level 3 deadline is missed or the aggrieved is not satisfied with the resolution of the grievance in Level 3, he/she may within ten (10) days of the Board's written response or missed Level 3 deadline submit a written request to the Board and the Association that the grievance be submitted to arbitration. The Association shall determine whether to appeal the grievance to arbitration, making such appeal shall be made by filing with the Superintendent a written notice of appeal to arbitration within ten (10) days of the grievant's receipt of the Board's Level 3 disposition of the grievance or missed Level 3 deadline. Any grievance not appealed to arbitration within the 10-day limit above shall constitute waiver of such grievance.
- b. The arbitrator shall be selected by the Association President or designee and the Superintendent or designee for the Board.
- c. If the Association President or designee and the Superintendent or designee cannot agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of at least seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.
- d. The arbitrator shall hold such meetings as are necessary to reach a fair and impartial opinion on the grievance as stated in accordance with the rules and regulations of the American Arbitration Association.
- e. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this negotiated Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented.
- f. Cost of the arbitrator shall be shared equally by the Association and the Board.
- g. The decision of the arbitrator will be final and binding.

#### **ARTICLE 4 EVALUATION PROCEDURE**

1. The Tri-Valley Teacher Evaluation Procedure will comply with the ORC and will follow the Ohio Teacher Evaluation System (OTES). All forms used in the evaluation process will also follow the OTES and will be available to the bargaining unit member prior to the evaluation process beginning.
2. A required signature by the bargaining unit member to receive evaluation paperwork or reports should not be construed as evidence that the bargaining unit member agrees with the contents of the paperwork or report. Bargaining unit members who disagree with the level of student growth, observations, walkthroughs, other observed deficiencies, the rating of performance and/or the summative, or overall, evaluation rating will be allowed to attach a rebuttal to the appropriate document.
3. A teacher will be entitled to Union representation at any conference held during this evaluation procedure in which the teacher will be advised of an impending adverse personnel action.

#### **ARTICLE 5 INDIVIDUAL CONTRACTS**

All bargaining unit members employed by the Board of Education to perform regular duties shall be issued written contracts in accordance with provisions of the Ohio Revised Code.

1. Said contracts shall include the following information:
  - a. Name of bargaining unit member.
  - b. Name of school district.
  - c. Type of contract (limited or continuing).
  - d. If limited, the number of years in the contract.
  - e. Annual compensation to be paid during the year of issuance of the contract.
  - f. Basis of determining the compensation (i.e., classroom teacher, B.S. Degree and 5 years of teaching experience).
  - g. Statement that bargaining unit member agrees to abide by Board policies in effect at the time of employment.
  - h. Provision that a copy of said contract shall be provided to the bargaining unit member.
  - i. Said contract shall contain the signatures of the Board President, the Board Treasurer, and the bargaining unit member along with the date of issuance.
2. Issuance of limited or continuing contracts shall be effective no later than May 1 of the year the contract is up for renewal.

#### **ARTICLE 6 SEQUENCE OF CONTRACT ISSUANCE**

Regular limited and continuing contracts shall be offered in the following manner:

1. Initial Contract
  - a. 1 year contract
2. Second Contract
  - a. 1 year contract (2 year teaching license)
  - b. 2 year contract (certificate or 5 year teaching license)
  - c. 1 year contract (evaluation concerns with written improvement plan)
3. Third Contract
  - a. 2 year contract (if 5 year teaching license is achieved)
  - b. 3 year contract (certificate or 5 year teaching license)
  - c. 1 year contract (evaluation concerns persist, but acceptable progress occurred on the written improvement plan)
4. Fourth and Forthcoming Contracts (Exceptions are detailed in paragraphs 5 and 6 of this article.)
  - a. 3 year contract
  - b. 1 or 2 year contract if a bargaining unit member was on an improvement plan throughout the entire last year of the contract and the administration deems there is still a need for further improvement.

5. After fifteen (15) years of service to the district, and based upon the bargaining unit member's cumulative evaluations, a bargaining unit member may be considered eligible for a five (5) year contract. Bargaining unit members who are determined ineligible will continue to follow the sequence in number 4 of this article.
6. Continuing contracts shall be granted by the Board in keeping with the Ohio Revised Code, except that it shall be the responsibility of the bargaining unit member to inform the administration of his/her eligibility for a continuing contract at least six (6) months prior to reaching that eligibility. The Superintendent may recommend an extended limited contract of one to two years prior to the vote on a continuing contract. Such recommendation shall be based on the evaluation procedure and shall include reasons directed toward improvement, a plan for administrative assistance and criteria for success. The Board may approve an extended limited contract upon the recommendation of the Superintendent by a simple majority vote. All other restrictions of the extended limited contract as found in the Ohio Revised Code shall apply.
7. For the life of this Agreement and upon mutual agreement between the Association and the Board, the Board may issue a temporary one year contract in order to comply with class size requirements, leaves of absence staffing, or to improve the educational program in the district subject to the following conditions:
  - a. Normally, the length of the contract shall be one year, (26 pay periods) and shall specify the effective dates.
  - b. A temporary one year contract may not be issued during the time that any bargaining unit member with the required certification for the position is on the RIF recall list.
  - c. Non-renewal for just cause procedures contained in Article 7, and Reduction in Force procedures contained in Article 10, shall not apply to the holder of a temporary one year contract. All other rights and responsibilities in the negotiated agreement shall apply to the holder of a temporary one year contract.

#### **ARTICLE 7 NON-RENEWAL OF REGULAR LIMITED CONTRACTS**

1. Non-renewal of a bargaining unit member's regular limited contract shall be due to a bargaining unit member's lack of ability or low degree of professional competency as determined from formal evaluation by the school administration, including the evaluation procedure mutually developed by the administration and the Association, or other good and just cause.
2. A full written record of evaluation of a bargaining unit member's professional service shall be maintained prior to any action of dismissal.
3. If the Superintendent intends to recommend non-renewal of a regular contract, he/she will, on or before June 1, give the bargaining unit member written notice of his/her recommendation, along with the reasons for the recommendation.
4. The below stated procedures relative to non-renewal of limited contracts shall prevail:
  - a. In the event that the bargaining unit member desires a conference before the Board of Education, the bargaining unit member shall deliver or cause to be delivered the original copy of the request to the President of the Board and copies to the Treasurer of the Board and the Superintendent.
  - b. The Board shall honor a request for the specified conference. A conference date shall be scheduled within ten days after the receipt of the request. The Board shall notify the bargaining unit member in writing of the date, time and place.

- c. The conference shall be of a private nature and shall be conducted in executive session of the Board.
  - d. The bargaining unit member(s) shall have the right to be accompanied at the conference and to be represented by up to three (3) representatives of his/her choosing.
5. If the Board of Education overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board of Education.
6. Any violation, misinterpretation, or misapplication of Article 4 (including the mutually agreed upon evaluation procedures) or this article which resulted in a notice of non-renewal is subject to the grievance procedure as follows:
- a. Within ten (10) work days of the bargaining member's receipt of the notice of non-renewal, the bargaining unit member may file a grievance at Level II (Superintendent) of the grievance procedure.
  - b. If this step fails to resolve the dispute, then within ten (10) work days of the receipt of the Superintendent's response or missed Level 2 deadline, the bargaining unit member may appeal to arbitration with the Association filing the written notice of appeal with the Superintendent. Level IV of the Grievance Procedure shall then apply.
7. Non-renewal of limited teaching contracts for probationary employees, who have been employed for two (2) years or less, shall adhere to the following guidelines:
- a. On or before June 1, a probationary limited contract teacher who has been employed for two (2) or fewer years shall be notified by the Superintendent that he/she will not be recommended to the Board for rehiring for the next school year based on the criteria set forth in paragraph 1 of this article. Prior to Board action on his/her contract, such teacher shall have the right to meet with the Board in executive session with representation to present his/her case for renewal of the contract.
  - b. This non-renewal procedure for a teacher who has been employed for two (2) or fewer years supersedes all provisions of O.R.C 3319.111 and such teacher shall have no right to challenge his/her nonrenewal pursuant to O.R.C. 3319.11 or 3319.111 or through the negotiated grievance procedure.
  - c. All teachers under contract prior to the 2003-04 school year are exempt from Article 7, Section 7.
8. The provisions of this Article supersede and replace O.R.C. 3319.11(G). All other provisions of 3319.11 shall apply except as otherwise superseded in this Agreement.

## **ARTICLE 8 VACANCIES**

### **A. DEFINITIONS**

1. A vacancy shall be any position in the bargaining unit (including supplementals) resulting from:
- a. An employee's leaving employment as a result of termination, retirement, resignation, or death.
  - b. An employee's transfer to another position or an open position resulting from a series of transfers.
  - c. An employee's assuming a non-bargaining unit position.
  - d. An employee's unpaid, nonmedical leave of absence for more than one (1) calendar year.

- e. The creation of a new position that falls within the bargaining unit.

### **B. POSTING OF VACANCY NOTICE**

1. Normally, all bargaining unit vacancies that the Board determines to fill, including supplemental positions, and all administrative vacancies shall be publicized to the entire bargaining unit so that any certificated/licensed and/or qualified employee of the District may apply for these positions. Current bargaining unit members will be interviewed by the appropriate administrator(s) and designee(s) and hired when deemed qualified by the Superintendent.
2. Vacancies may be posted for outside candidates after the internal posting period has ended.
3. During the school year, a vacancy notice shall be posted openly on all employee bulletin boards in all school buildings.
4. Vacancy notices will be sent to the Association President, e-mailed to everyone assigned a Tri-Valley e-mail address, and posted on the district web site at [www.tvschools.org](http://www.tvschools.org). Each bargaining unit member desiring a change in position shall indicate on the spring intent form any current or new positions in which he/she may be interested and summer postings for such positions shall be mailed to him/her.
5. A vacancy notice shall include: the position title; certification required, if not obvious from the position title; date of initial posting, and the last date to apply for the position. If the position is a temporary position, the notice shall indicate that it is temporary. A job description shall be included for any newly created position.
6. The posting period shall be for five (5) work days during the school year and for seven (7) calendar days during the summer until July 15. Any posting on or after July 15 and before the first work day of the upcoming school year shall be for three (3) work days and include an "all call" concerning the posting to returning bargaining unit members. It is the bargaining unit member's responsibility to supply the district with a phone number for the "all call" if the number is unlisted.
7. A bargaining unit member who applies for a vacancy and who is denied shall, upon request, be granted a conference with the Superintendent to discuss the reasons for the denial. The bargaining unit member may have a representative of his/her choosing at the conference.

### **C. FILLING OF SUPPLEMENTAL VACANCIES**

1. The Board will attempt to fill all supplemental positions with bargaining unit members. With the exception of fall sports coaching positions, boys' and girls' varsity/reserve basketball coaching positions, and fall activity advisors (i.e. Flingers, Cheerleaders, etc.), all other supplemental positions will not be filled with non-certificated/non-licensed individuals until after June 30. This paragraph does not prevent the Board from filling a supplemental position with a non-certificated/non-licensed person.
2. All unfilled supplemental positions shall be reposted on all employee bulletin boards in all buildings on the first work day of the school year.
3. No vacancy posting is required if the Board intends to fill a supplemental position with the same bargaining unit member who held the position during the prior year. However, in the event this bargaining unit member is not hired for or does not fill the position, all provisions contained in this Article must then be followed.

### **D. FILLING OF VACANCIES**

1. As a courtesy, the Association President or his/her designee will be provided with a copy of the Board agenda at least one day prior to each regular meeting. The agenda of a special meeting will be provided in

a timely manner. The Administration shall notify the Association of the filling of any vacancy by providing the minutes of Board meetings to the Association President or his/her designee. A summary of the Board actions will be e-mailed to each bargaining unit member.

## **ARTICLE 9 TRANSFERS**

### **A. DEFINITIONS**

1. A voluntary transfer is an employee initiated change in assignment from one bargaining unit position to another.
2. An involuntary transfer is a Board initiated change in assignment from one bargaining unit position to another.

### **B. VOLUNTARY TRANSFER**

1. Any bargaining unit member who desires a change in grade or subject assignment or who desires to transfer to another building will indicate this desire on the Yearly Intent Form in March. He or she will include the grade and subject to which he/she desires to be assigned and the school(s) to which he/she desires to be assigned in order of preference.
2. Bargaining unit members who desire a vacant position shall submit their application in writing to the Superintendent within the posting period.
3. Current bargaining unit members who apply for vacancies shall be given first consideration. If more than one bargaining unit member has applied for the same position, the bargaining unit member best qualified for that position shall be appointed and, qualifications being equal, seniority in the school system shall control.

### **C. INVOLUNTARY TRANSFERS / REASSIGNMENT**

1. An involuntary transfer or reassignment shall be made only after a meeting between the bargaining unit member involved and the Superintendent. The member has the right to be accompanied by a representative of his/her choice.
2. A bargaining unit member receiving notification of an involuntary transfer or reassignment on or after August 1 and effective in the same fiscal year shall be paid \$250 if the transfer or reassignment involves a move to another building or to another area of certification, and \$100 if the transfer or reassignment involves a move to a new grade level or classroom.
3. A bargaining unit member being involuntarily transferred or reassigned will be placed only in a position for which such member is certificated/licensed.

## **ARTICLE 10 REDUCTION IN FORCE/SENIORITY**

### **A. REDUCTION IN FORCE (RIF)**

1. In the event that a reduction in the number of bargaining unit members becomes necessary due to decreased enrollment of pupils, return to duty of regular bargaining unit members after leave of absence (or STRS disability), a financial crisis or any legitimate reason as determined by the Board within the scope of sound educational practice, and within the bounds of State Minimum Standards, the Board of Education shall adhere to the following procedures:

- a. No later than sixty (60) days preceding the date of Board action to implement a RIF, the Association President shall be notified of the Board's intent to consider a RIF Program.
- b. Upon the decision by the Board of Education to institute a RIF Program, the President of TVEA will be informed of said decision. A meeting would be held and all aspects of reduction explained by the Superintendent to the TVEA President.
- c. Procedures for determining a RIF List:
  - (1) An updated seniority list shall be prepared and any inaccuracies corrected as indicated in Section (B) of this Article.
  - (2) A formal statement shall be prepared indicating the specific positions to be abolished. This statement shall be prepared and given to the Association thirty (30) days before Board action to implement a RIF. The Board shall take action to implement a RIF no later than thirty (30) days prior to the expected date of implementation.
  - (3) A Reduction in Force List will be prepared by applying the following steps until all necessary reductions have been accomplished:
    - (a) First, bargaining unit members who will leave the district by reasons of retirement, resignation, or an approved leave of absence.
    - (b) Second, the least senior certificated bargaining unit member(s) from the position(s) to be abolished in keeping with the certification, teacher rating, and seniority list.
    - (c) Third, the least senior certificated bargaining unit member(s) from the position(s) to be filled due to a return to duty of a regular bargaining unit member after a leave of absence or STRS disability. Said filling of positions shall be in keeping with certification, teacher rating, and seniority list.
  - (4) Continuing contract status, certification, comparable evaluations, and seniority, in this order, shall be the basis of any RIF Program. Each bargaining unit member will be rated as "accomplished", "skilled", "developing", or "ineffective" based on OTES evaluations and the teacher rating in the most recent year's final evaluation will be used when determining comparable evaluations. Bargaining unit members will be considered "proficient" for RIF purposes until an OTES rating has occurred.
  - (5) A bargaining unit member whose contract is suspended as a result of a RIF Program shall be given written notification, by registered/certified mail that his/her employment will be suspended and the reason for such suspension. This notification shall occur as soon as possible after the Board takes action.
- d. Reemployment of bargaining unit members from the RIF List.
  - (1) All bargaining unit members whose contracts are suspended as a result of a RIF Program shall be placed on a list stating years of continuous service to the district and subject(s) certified to teach.
  - (2) A bargaining unit member on the RIF List shall be offered a contract for positions for which certified, as set forth on said RIF List, as positions become available and in keeping with the certification and the seniority provisions of the RIF List, as positions become available and in



keeping with the certification and the seniority provisions of the RIF Policy (inverse order - last discharged; first reemployed).

- (3) When a certificated teaching position becomes available, the Board shall send a registered/certified letter to all bargaining unit members certified for the position to their last known address to advise them of such position. It is the bargaining unit member's responsibility to keep the Board informed of his or her whereabouts. The bargaining unit member shall notify within 15 days from the date the letter is sent to indicate availability and desire for such position. The Board shall reinstate that bargaining unit member indicating availability and desire for such position which has the greatest seniority.
  - (4) Transfers of bargaining unit members employed, but not affected by the RIF Program shall be limited to positions not affected by said program. If a position(s) is established, this position(s) will be staffed first from the bargaining unit member RIF List. Transfers may be made to a position affected by the RIF Program after the position has been offered to all properly certificated bargaining unit members on the RIF List.
  - (5) No bargaining unit members new to the district will be employed until properly certified bargaining unit members on the RIF List have been offered a contract for the position in accordance with the provisions of this policy.
  - (6) Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored.
- e. Bargaining unit members remaining laid off will be given preferential consideration as substitute teachers.
  - f. Laid-off bargaining unit members may continue in the district's group insurance programs, so long as the employee qualifies for such coverage based upon the guidelines for COBRA eligibility and the bargaining unit member pays the monthly premiums associated with such insurance.
  - g. Administrative and supervisory personnel are excluded from the provisions of this Article.
  - h. A bargaining unit member affected by RIF shall be granted the right herein stated for a period not to exceed two (2) years.

## **B. SENIORITY**

1. Seniority shall mean the length of continuous service under contract in the district.
2. All approved "leaves of absence" will be applied towards continuous service for seniority purposes.
3. Full-time employees shall accrue one (1) year of seniority for each year worked.
4. A tie in seniority shall be broken in the following order:
  - a. The earliest date of Board action to employ.
  - b. The earliest date of a signed and returned contract (if available).
  - c. A flip of a coin.
5. Seniority shall be lost when an employee retires, resigns, is discharged for cause or otherwise leaves employment with the Board. A transfer to a non-bargaining unit position shall constitute a break in seniority but shall not disturb seniority already accrued.

6. A seniority list shall be provided to the Association President once annually, on or before November 1st of each year.
  - a. The list will indicate (by area of certification) the length of continuous service; date of Board action to employ; the date the initial contract was signed and returned; and type of contract currently held.
  - b. The names will appear in descending seniority rank order within areas of certification.
  - c. The names of employees who are certified in more than one (1) area shall be included on the listing for all such areas.
  - d. Each employee shall have fifteen (15) work days after the Association President's receipt of the list to notify the Superintendent in writing of any inaccuracies. The Superintendent shall investigate all reported inaccuracies, make any necessary corrections, and immediately issue an updated list to the president of the Association. If a bargaining unit member does not challenge the accuracy of the list within the fifteen (15) day period, the list will be considered accurate for that year.
  - e. The failure of the Board to give the Association a seniority list by November 1 does not prohibit the Board from implementing the RIF procedure due to a bargaining unit member(s) returning from a leave of absence or STRS disability.

#### **ARTICLE 11 REGULAR TEACHING DUTIES AND RESPONSIBILITIES**

The following shall be the regular teaching duties of bargaining unit members employed by the Tri-Valley Board of Education:

1. Instruction of children in keeping with assignments as set forth.
2. Supervision of children in home room periods.
3. The necessary preparation for instruction.
4. Routine monitoring of physical facilities in which instruction is conducted, not including custodial services.
5. Use of time during the school day which is non-pupil contact for preparing to provide quality instruction to the children, excluding the duty-free lunch period.
6. To direct and be responsible for the activities of any teacher aides that may be assigned.
7. Regular evaluation of student work and, under normal circumstances, timely posting of grades on ProgressBook.
8. Related reasonable rules and regulations.

#### **ARTICLE 12 TEACHING CONDITIONS**

Bargaining unit members employed under regular contract to perform regular duties shall be governed by the following working conditions:

1. The school year shall consist of no more than 184 days.
2. The days not designated as instructional days will include:

- a. 4 days (27 hrs., exclusive of lunch) for classroom set-up and other educator tasks performed in the classroom (or equivalent) outside of regular work hours throughout the school year. Each bargaining unit member must maintain a time sheet of hours worked from August 1 throughout the school year and present to the building principal before or during the checkout process at the end of the school year. A bargaining unit member who does not complete the hours will receive an appropriate/pro-rated reduction in pay.
  - b. 10 days for district/building professional activities including 1 day for opening year activities (district level program) followed by a thirty (30) minute TVEA meeting.
3. Besides student instructional days, other designated instructional days will include:
- a. The equivalent of two (2) days for parent-teacher conferences. The dates for the conferences will be determined by the district calendar committee. Conferences will not be scheduled past 7:30 p.m. if the following day is a student school day.
  - b. The equivalent of two (2) waiver in-service days will be scheduled if the Administration chooses to apply and is approved by the Ohio Department of Education.
  - c. Continuous Learning Assignment (CLA) days which occur when scheduled school is cancelled due to calamities (or other reason). The preparation and grading of CLAs will replace hours not worked by bargaining unit members due to delays, early releases, or days of no school (normally for calamity reasons).
    - (1) If any district building falls below the minimum instructional hours required by law, all buildings will work an additional day or days (without additional compensation) up to the minimum hours required by law with all building locations working the same total number of instructional days during a school year. If an additional day or days are needed, the Superintendent will schedule the “make up” days on any weekday (after January 1 with the exception of Good Friday or Memorial Day) during the remainder of the school year and/or attached to the end of the school year. Days for professional activities may be moved to the end of the school year so “make up” student days may be scheduled.
4. The bargaining unit member's work day shall consist of no more than seven and one quarter (7 1/4) continuous hours, unless reasonable and absolutely necessary. This shall include an uninterrupted duty-free lunch period of no less than thirty (30) minutes. Bargaining unit members will be notified one week in advance and receive agenda items two days in advance for business related teacher meetings.
5. Bargaining unit members should use their planning time for tasks such as conferences, professional study, lesson preparation, photocopying, grading, daily technology tasks, or other tasks deemed necessary. No student(s) will be assigned to the bargaining unit member during his/her planning period.
- a. All high school and middle school bargaining unit members shall be provided one planning period during each student day.
  - b. All K-6 bargaining unit members shall have a minimum of two hundred (200) minutes of planning time per week pursuant to state minimum standards. Bargaining unit members will have at least thirty (30) consecutive minutes of planning time during each student day. Planning time will be scheduled before school and while a classroom teacher's students are participating in physical education, art, vocal music, library, and/or other regularly scheduled related activities. The administration will make every

reasonable effort, and allow staff input, to construct a schedule which provides one specialist each day of the week for each elementary teacher. If requested by a K-6 teacher, an attempt will be made to schedule a recess for his/her class immediately following lunch.

6. No bargaining unit member will be required to collect lunch money. Bargaining unit members in buildings serving any combination of grades K-6 will not be assigned to morning breakfast duty.
7. Guidance services may be available at all buildings as determined by the administration.
8. Before May 1, each building principal will meet with each of his/her staff members individually, by grade levels, or departments and analyze overall class size numbers, the number of the special needs students within each course section/grade level, and staffing needs for the following year.
9. Class sizes shall be balanced to the greatest degree possible, and every reasonable effort will be made to keep class size ratios at 28 students to one bargaining unit member in grades K-4 and 30 students to one bargaining unit member in grades 5-12. If additional equity or unknown funds become available the administration will consider hiring additional teachers to lower class size numbers.
10. Without hiring additional staff, the administration in cooperation with the staff will strive to make every reasonable effort to:
  - a. Maintain class sizes in classes addressing federally or state mandated testing areas to no more than 24 students if 50% or more of the students in the class have not passed the mandated test in that subject area.
  - b. Create the needed number of inclusion classes so that approximately 1/3 of the class is students with an IEP or similar educational document.
11. No more children shall be assigned to an instruction room or station than there are facilities for conducting meaningful educational programs.
12. Special programs shall not exceed the numbers covered by legal limitations.
13. An additional lunch room monitor shall be added for any lunch period with more than 150 students whenever possible.
14. The Board and Association recognize the importance of teacher and student scheduling. The Administration will provide class schedules, class lists, and room assignments to bargaining unit members at least eight work days prior to the first student day. An attempt will be made to balance sections of the same course at the high school/middle school levels. Teachers who have concerns or see scheduling errors/conflicts should make the Administration aware as soon as possible. An attempt will be made to correct scheduling errors/conflicts prior to student distribution and to implement student schedule changes before the first student day.
15.
  - a. Bargaining unit members will be paid at a rate of \$21.00 per hour (pro-rated when needed) when accepting an administrator's request to supervise students during planning time, employed for summer school, before/after school intervention programs, for professional development activities outside the required hours of a school day, or related activities/programs. This will include all paid activities outside of school hours except for extended hours contracts, monitoring Saturday school or afterschool detention, and grading computer-based courses.
  - b. A bargaining unit member who agrees to grade a computer-based course, such as Plato, will be paid a stipend of \$100 per student for each student who completes the course. The bargaining unit member grading the computer-based course will encourage the student to complete the course,

but if the student does not complete the course the bargaining unit member will be paid a pro-rated amount based on the percentage of the course completed by the student.

16. Bargaining unit members who serve on regional/county/district-wide, or building level committees during a contract day shall be granted release time with pay to attend committee meetings. If available, grant monies or other non-general fund monies will be considered to compensate bargaining unit members who serve on curriculum-related committees outside the contract day. Bargaining unit members who serve on committees shall be reimbursed for mileage at the current rate established in Article 27, if the committee meets outside the district. Mileage shall always originate from the central office to the destination point of the meeting.
17. Each bargaining unit member will be issued a key, keycard, or equivalent in order to have access to their respective building(s).
18. The administration expects bargaining unit members to use the technology services provided by the district. Current bargaining unit members have the right to use the school e-mail system throughout the calendar year. Bargaining unit members are not responsible for the content of unsolicited e-mails or spam. If the administration has probable cause that the e-mail system is being used in an inappropriate manner, the bargaining unit member must be informed within one week of the administration viewing his/her school e-mail account.
19. Bargaining unit members will have the prerogative to use district-sponsored technology to write lesson plans.
20. Bargaining unit members should be familiar with and abide by pertinent state and federal laws and Board policies. The Administration will make every reasonable effort to review said laws and policies with bargaining unit members.
21. A child, whose parent or legal guardian is a bargaining unit member, may attend Tri-Valley Local Schools tuition-free. Within the restraints of grade level and building open enrollment maximums, the parent or legal guardian will have priority when enrolling the child at the chosen building.
22. Bargaining unit members will receive a 50% discount off the district membership rate for an individual membership to the Tri-Valley Fitness Center and/or a 50% discount off the district membership rate on a membership for a family member or family membership. If any Board employee receives a higher discount off the district membership rate, bargaining unit members will receive the same discount.
23. Bargaining unit members will not be terminated, non-renewed, reprimanded, or disciplined without just cause.

## **ARTICLE 13 STANDING COMMITTEES**

### **A. COMMITTEE APPOINTMENTS**

1. In sections B-E of this article, teacher members will be appointed by the TVEA President. Administrative members will be appointed by the Superintendent.
2. The Superintendent may invite an OAPSE representative and/or a secretary representative to participate in the committees in sections B and D of this article.

## **B. CALENDAR COMMITTEE**

1. A district level calendar committee will meet each spring to schedule interim report dates, beginning and ending dates for grading periods, when grade cards are distributed, range of dates for parent-teacher conferences, and professional activities within the adopted school calendar for the school year following the next school year. The TVEA president and/or representative, along with one bargaining unit member representative from each building, and one central office administrator along with one elementary, middle school, and high school principal shall constitute the committee membership.
2. The calendar committee will develop a plan to make-up the calamity days that exceed the number allowed by the Ohio Revised Code and/or legislative action. The calendar, including the mutually agreed upon make-up day schedule, will be forwarded to the Board of Education for approval prior to the regularly scheduled May Board meeting. Bargaining unit members will be given a copy of the approved calendar on or before the last teacher work day. The calendar will not be amended without joint agreement between the Board of Education and the TVEA Executive Committee.

## **C. DISTRICT PROFESSIONAL DEVELOPMENT PLANNING COMMITTEE**

1. The District Professional Development Planning Committee shall be equally represented with administrators appointed by the Superintendent and teachers appointed by the TVEA president. The committee should include some members of the LPDC.
2. The committee will forward the proposed dates for waiver in-service days and district/building professional activities to the Calendar Committee via the Superintendent and TVEA President.

## **D. INSURANCE COMMITTEE**

1. An Insurance Committee shall be formed to monitor the usage and rate of the current plans, develop and disseminate consumer information regarding the insurance plans to bargaining unit members and to address problems or concerns regarding the plans.
2. This committee shall consist of up to five (5) bargaining unit members and up to five (5) administrators. The committee shall meet bimonthly or as the committee deems necessary.
3. Before an insurance premium increase/decrease is announced and explained to the entire bargaining unit, the rationale for the change will be presented to the Insurance Committee.

## **E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

1. The LPDC will consist of four (4) teacher members and three (3) administrative members. Members will serve a three-year term. For the 2012-13 school year, two (2) teacher members and one (1) administrative member will be appointed. Each of the following two years, one (1) teacher member and (1) administrative member will be appointed.
2. Any changes to LPDC guidelines, by-laws, or other policies must be approved by the LPDC committee. The Board of Education and the TVEA Executive Committee will be informed about approved changes.
3. All proposed changes will occur at an LPDC meeting in which all regular members are present.
4. LPDC language will not be contrary to Ohio Revised Code unless the Board of Education and TVEA Executive Committee approve the policy that legally supercedes the law.
5. All approved guidelines, by-laws, and other policies of the LPDC will be available online. It is the responsibility of the LPDC Chairperson and LPDC Vice-Chairperson to provide the required information online.

## **ARTICLE 14 FEDERAL AND STATE EDUCATION MANDATES**

### **A. ELEMENTARY SECONDARY EDUCATION ACT (ESEA)**

1. Nothing related to the implementation of ESEA shall contradict the provisions of this Agreement; nor shall it cause the Agreement to be changed.
2. Association representatives will be active participants on committees and planning groups that are called together to study and suggest areas for school improvement.
3. Association representatives will be included as full participants in any and all plans to restructure or redesign the school, school curriculum, or school services as a result of sanctions/consequences under ESEA.
4. The determination of whether a teacher or paraprofessional is highly qualified under ESEA shall not become a part of his/her evaluation.
5. The District Professional Development Planning Committee will have input on how federal dollars for professional development are spent. The funds intended for professional development shall be expended for professional development.
6. Should the district become a supplemental service provider, interested bargaining unit members shall be employed to provide these services.

### **ARTICLE 15 INCLUSION**

1. The regular classroom teacher shall be notified in advance when IEP's are scheduled in order to have an opportunity to provide input into the development and implementation of the IEP to foster optimum educational growth and development.
2. Teachers shall not be required to dispense medication and/or administer medical procedures normally administered by specialized professional personnel. Exceptions may apply during field trip and/or emergency situations.

### **ARTICLE 16 SICK LEAVE**

Members of the certificated staff shall be authorized sick leave in keeping with provisions of the Ohio Revised Code and the Board policy as herein stated.

1. Bargaining unit members shall accrue sick leave at a rate of 1-1/4 days per month while under contract with the Board of Education for a maximum of 15 days per year with 260 days total accumulation. Leaves shall not be granted for less than ½ day units. Full-time employees must request a full day unit of sick leave if missing more than 3 ½ hours on a work day. Part-time employees, those who work less than 30 hours per week throughout the school year, must request sick leave in full day units. The Board will continue its current practice of reporting sick leave accumulation on pay stubs once per month.
2. Upon beginning the duties of employment, a bargaining unit member new to the district shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be 15 days.
3. A bargaining unit member may transfer sick leave previously accumulated in any public or chartered private school up to a maximum of fifteen (15) days per year, not to exceed 150 days total, pursuant to the Ohio Revised Code. Verification must be from the proper agency and needs to include the maximum annual accumulation allowed. Verification should be given to the district treasurer within 60 days of the employee's first work day.

4. If feasible, a bargaining unit member will complete and submit the official district absence form to the building office as far in advance as possible. Otherwise, the form will be placed in the bargaining unit member's school mailbox and upon return the bargaining unit member will complete and submit the form within two days.
5. Immediate family shall mean any of the following persons: spouse; children; father; mother; brother; sister; and respective in-laws. Immediate family also includes members of the immediate household; grandparents; grandchildren; or other persons who have assumed a similar personal position (listed in this paragraph) to the bargaining unit member regardless of residency or relationship. The Superintendent may request an explanation of the relationship for the last group listed.
6.
  - a. Sick leave shall be granted to maximum accumulation for any of the following reasons:
    - (1) Personal illness
    - (2) Personal injury
    - (3) Pregnancy
    - (4) Exposure to contagious disease which could be communicated to others.
    - (5) Illness or injury to a member of the immediate family
    - (6) Death in the immediate family
    - (7) Funeral of any relative or in-law
  - b. If sick leave is used due to the death of a spouse, child, parent, spouse's parent, or other person who has assumed a similar personal position, the bargaining unit member will contact the Superintendent weekly if the absence is for more than five (5) contract days. Except for special circumstances, a maximum of fifteen (15) contract days may be used for each incident of death(s) involving the immediate family members listed in this paragraph.
  - c. Except for special circumstances, a maximum of five (5) contract days may be used for each incident of death(s) involving other immediate family members.
  - d. Falsification of a statement is grounds for suspension or termination of employment.
7. If absence due to personal illness exceeds three (3) consecutive days during which the employee would normally be on duty, the Board of Education shall have the authority to request a "Physician's Certificate" be completed and presented to the building principal or supervisor and hence forwarded to the Treasurer.
8. A bargaining unit member may use her sick leave for maternity reasons for up to thirty (30) contract days for each normal pregnancy.
9. The non-birth parent should use as few sick leave days as possible for his/her leave for maternity reasons. For each normal pregnancy, the length of the mother's hospital stay and no more than two (2) calendar days, after the mother's discharge from the hospital, may be used for maternity reasons by the non-birth parent unless approved by the Superintendent or verified by a physician that additional days are needed.
10. A bargaining unit member may use his/her sick leave for the care of a newly-adopted preschool child for up to fifteen (15) contract days following the member's obtaining physical custody of the child. Should the adoption involve more than one bargaining unit member, the total days used shall not exceed fifteen (15) contract days.
11. Maternity leave for a normal pregnancy must be completed within thirty (30) work days of the date of birth, and adoption leave must be completed within fifteen (15) work days of the member obtaining physical custody of the child. Work days for these leaves during the school year are days in which bargaining unit members are scheduled to work (calamity days do not extend the leave period). Work days during the summer break are Monday through Friday not including holidays.



12. A bargaining unit member may be granted additional days of sick leave beyond the number accumulated upon recommendation of the Superintendent according to Section 3319.08 of the Ohio Revised Code.
13. A bargaining unit member who will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness/injury or her mandatory pregnancy bed rest and subsequent maternity leave, may request through the Association that sick leave days be transferred from donating bargaining unit members' accumulated sick leave days. A bargaining unit member eligible to retire and receive an unreduced normal retirement from STRS is not eligible to receive a transfer of sick leave days from another bargaining unit member.
  - a. The bargaining unit member's physician, or the spouse's or child's physician if the spouse or child has a catastrophic illness/injury, must certify his/her opinion, in writing, including:
    - (1) A statement by the physician that:
      - (a) The severity of the condition is catastrophic, or that mandatory pregnancy bed rest is due to conditions that threaten the life of the bargaining unit member and/or her unborn child.
      - (b) Indicates the prescribed length of time for the patient to recover.
  - b. A copy of the physician's letter must be given to the Association Treasurer and the Treasurer of the Board.
  - c. If the bargaining unit member is unable to make the request for a sick leave donation, a representative can act in his/her behalf.
  - d. The Association shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, the order of whom to deduct from, and the person receiving the donation of sick leave days. Included in the notice will be the signatures of donating members authorizing the Board Treasurer to transfer sick leave days.
  - e. These additional limitations will apply to this paragraph:
    - (1) Any bargaining unit member may donate sick leave days. Donations from a bargaining unit member must be in units of five (5) days.
    - (2) Sick leave transfer is not intended to substitute for legitimate disability cases and should not cover more than a portion of one school year. Although it is the bargaining unit member's decision whether to apply for STRS disability or not, a bargaining unit member with a catastrophic illness/injury must prove that he/she, or a representative, applied for an STRS disability before days are donated to the bargaining unit member. Sick leave day donation will end as soon as possible, without causing a gap between sick leave use and the disability benefit, once the disability has been approved or the donation of days may continue if the bargaining unit member is denied or not eligible for an STRS disability. If the Board requests documentation of the bargaining unit member's current STRS credit status, the employee must provide such documentation before sick leave days may be transferred for catastrophic illness/injury.
    - (3) If the leave is for catastrophic illness/injury, the bargaining unit member to whom the days are given must personally have the catastrophic illness/ or injury or must be caring for a spouse or child with a catastrophic illness/ or injury; in which case sick leave transfer shall be limited to thirty (30) days.

- (4) No more days can be given than needed by the bargaining unit member to serve out the regular school year.
- (5) The bargaining unit member must exhaust his own sick leave first.
- (6) The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick leave days.
- (7) The bargaining unit member's donation of sick leave will be reflected through a reduction in the accumulated total sick leave on the next pay period.
- (8) A member with the maximum accumulation of sick leave who donates days will not accrue additional sick leave days until the following school year. However, if the member uses sick leave under the current guidelines, he/she may accumulate sick leave at the customary rate until he/she reaches the total reflected after his/her most current donation.
- (9) A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the nonuse incentive payment.
- (10) Not including donated sick leave days before June 30, 2013, a bargaining unit member will be limited to receiving donations of sick leave days needed for two (2) personal catastrophic illness/injury periods and one (1) mandatory pregnancy bed rest period during his/her career at Tri-Valley Schools.

- 14. a. A bargaining unit member will receive a premium for nonuse of paid sick leave and special leave as follows:

<u>Total Combined Days of Sick Leave and Special Leave Used</u>	<u>Premium Payment</u>
0 days	\$ 250.00
1/2 - 1 day	\$ 150.00

- b. The premium payment shall not be considered as salary for STRS credit and will be given to each bargaining unit member who met the incentive. Payment will be made by separate check direct deposit in a lump sum by August 10 of the year the incentive was earned.

**ARTICLE 17 PERSONAL LEAVE FOR UNRESTRICTED REASON**

- 1. All bargaining unit members shall be allowed two (2) personal leave days per year. If one (1) or more personal leave days is unused from the previous school year, one (1) personal leave day will be rolled to the next school year for a maximum of three (3) personal leave days used in one school year.
- 2. Except as set forth herein, personal leave days will be unrestricted.
  - a. Leaves shall not be granted for less than ½ day units. Full-time employees must request a full day unit of personal leave if missing more than 3 ½ hours on a work day. Part-time employees, those who work less than 30 hours per week throughout the school year, must request personal leave in full day units.
  - b. Such days of absence shall not be deducted from the bargaining unit member's sick leave days.
  - c. May and June use clause: At the time the personal leave request is submitted if more than the greater of 15% of the bargaining unit members in that specific building or three (3) members in that specific building are already scheduled to be missing on the requested day due to personal leave,

then the request may be denied. (Submit requests for personal leave as early as possible to decrease the chances of the leave being denied.)

- d. A written personal leave request form must be submitted by the staff member applying for personal leave approval.
3. The leave form shall provide the following information:
    - a. Name of bargaining unit member.
    - b. Day or days required.
  4. Application for personal leave should, except in case of emergency, be made to the immediate supervisor, principal or administrative assistant at least forty-eight hours prior to such leave.
  5. Each member of the bargaining unit shall receive a premium for the limited or nonuse of sick leave and personal leave as outlined in Article 16 - Sick Leave.

## **ARTICLE 18 UNPAID LEAVES OF ABSENCE**

### **A. GENERAL**

1. A bargaining unit member may request in writing a leave of absence as the result of pregnancy disability, child care, adoption of a child under the age of six years, illness or disability, graduate study, or other acceptable reasons (if Board approved).
  - a. Leaves of absence herein provided are without pay and are not to exceed two consecutive years unless renewed by the Board of Education. Such renewals will not exceed two years in keeping with the Ohio Revised Code, Section 3319.13.
  - b. A second leave period may be granted if the bargaining unit member has five years of continuous service with the Tri-Valley District.
  - c. The Board of Education will continue to carry on their payroll the records of the bargaining unit members granted leave. Bargaining unit members on leave may continue in the district's group insurance programs, so long as the employee qualifies for such coverage based upon the guidelines for COBRA eligibility and the bargaining unit member pays the monthly premiums associated with such insurance.
  - d. The bargaining unit member's attending physician shall determine when the start and the earliest end of maternity or illness/disability leave will be.
  - e. Child care leave may not be approved if application is not made prior to the bargaining unit member returning to work from pregnancy sick leave.
  - f. Graduate study leaves shall be granted only after three (3) years service in the Tri-Valley District and would be for a period of one year.
  - g. The number of bargaining unit members granted leave for graduate study shall be limited to two (2) bargaining unit members at any given time.
2. By March 31, as a courtesy, a bargaining unit member on a leave of absence should notify the Superintendent of his/her intentions to return or not return the next school year. After March 31, the Board will contact the bargaining unit member to seek the status of the member's return.

## B. FAMILY AND MEDICAL LEAVE

1. In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least twelve (12) months and for at least 1,250 hours during the previous twelve (12) month period is entitled to an unpaid leave of absence of up to twelve (12) continuous weeks during any contract year (July 1 - June 30) for one of the following reasons:
  - a. Because of the birth of a son/daughter of the employee and in order to care for such son/daughter.
  - b. Because of the placement of a son/daughter with the employee for adoption or foster care.
  - c. In order to care for a spouse, son/daughter, or parent of the employee, if such spouse, son/daughter, or parent has a serious health condition.
  - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. If the employee already has been absent during the contract year for one of the reasons listed in (a.) through (d.) above for more than three consecutive weeks (15 workdays), the leave will be considered a part of the twelve (12) week period such that any other leave the employee is entitled to take under this policy will be for twelve (12) weeks less the amount of such absent time already taken in that contract year exceeding two such consecutive weeks.
3. If leave under (c.) and (d.) is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operation of Tri-Valley Local School District. Under (c.) and (d.) above, the employee may request the leave be taken intermittently. The employee may not request intermittent leave under (a.) or (b.).
4. No leave may be taken unless the employee submits an application form for leave to his/her supervisor at least thirty (30) days in advance of the leave or as soon as practicable and approval is granted in writing by the Superintendent or designee. The employee must also provide additional certification depending on the nature of the leave.
5. If the Superintendent or designee has reason to doubt the validity of the certification, he/she may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.
6. The employee's status, salary and benefits will not be reduced upon his/her return because of the leave. The employee will continue to receive health benefits during the term of the leave. "Health benefits" include hospital, surgical, major medical, prescription drug, vision, and dental benefits, but do not include life insurance, disability income insurance or other benefits. The employee must pay his/her contribution to health benefits to the Treasurer by the last pay of each month if the employee wants continued coverage for the following month.
7. The Board may recover its contribution to the health benefits if the employee does not return to work after the leave for a reason other than continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control. (This refund can take place either by withholding from the employee's last check or by the employee paying the Board directly).
8. During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.

9. If an employee goes on leave due to his/her own serious health condition that made the employee unable to perform his/her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work.

#### **ARTICLE 19 JURY DUTY / COURT LEAVE**

1. A bargaining unit member shall be excused for service on a jury without loss of pay or benefits so long as the bargaining unit member promptly submits to the Treasurer the fee(s) (excluding mileage and any other cash disbursements) received for such service.
2. Bargaining unit members shall be released from duty, without loss of pay or benefits, for absence due to the bargaining unit member's compliance with a subpoena to appear in a court of law, provided that:
  - a. Neither the bargaining unit member nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.
  - b. The court appearance is somehow connected with the bargaining unit member's employment or school activities (for example, where the bargaining unit member is required to appear as a witness in a lawsuit by a student for personal injuries which occurred in a school activity or where the bargaining unit member is subpoenaed to be a witness in custody litigation involving a pupil).
  - c. Other job-related court cases if prior approval is granted by the Superintendent.
3. Such leave shall not be deducted from the bargaining unit member's sick leave or special leave, except that a bargaining unit member may use his/her special leave for an absence required by court subpoena that does not come within the terms of paragraph 2, if special leave otherwise is available to the bargaining unit member.

#### **ARTICLE 20 ASSOCIATION LEAVE**

1. The Association may use up to three (3) days of Association Leave each school year with substitutes paid by the Association. The Association may also request up to an additional two (2) days of Association Leave each school year with substitutes paid by the Association. Written notice must be delivered by the TVEA President or his/her designee to the Superintendent at least one week before the leave.
2. Association Leave may be used for the purpose of sending representatives to the OEA Representative Assembly, arbitrations, legislative hearings, lobby days, termination hearings, and other employment/Association related matters with Superintendent approval.
3. A bargaining unit member elected/appointed to a national, state, or regional/multi-county district executive/commission position shall receive up to eight (8) days of leave provided that the bargaining unit member, the Association, or its affiliates pay for the substitutes.
4. Such leave shall not be deducted from a bargaining unit member's sick leave or special leave. Any expenses incurred shall be the responsibility of the bargaining unit member and/or Association.

#### **ARTICLE 21 ASSAULT LEAVE**

Any member of the bargaining unit, who, in the course of his or her assigned duties or while in attendance at a school function, is assaulted as a result of a duty-related (as opposed to personal) dispute, and who is temporarily disabled by any injury resulting from such assault, shall be eligible for "assault leave" subject to the following conditions:

1. To be eligible for “assault leave”, the member of the bargaining unit shall apply for and be granted Worker’s Compensation benefits.
2. If Workers’ Compensation benefits are paid, the employee shall receive the difference between the benefits received from Worker’s Compensation and the employee’s regular salary. The parties agree that assault leave may be used during any waiting period for which Workers’ Compensation is not paid.
3. An employee may receive “assault leave”, as provided above, for a maximum of twenty (20) work days, or until Workers’ Compensation benefits are terminated whichever occurs first.
4. During the time the employee is on leave under this policy there shall be no loss in benefits or reduction in accumulated sick leave. If the employee exhausts his/her assault leave, but is absent due to injury and is drawing lost earnings benefits through Workers’ Compensation, the employee may use his/her accumulated and unused sick leave for the difference between the employee’s per diem pay and the Workers’ Compensation benefits, and the employee’s sick leave will be adjusted proportionately.
5. Any employee who receives benefits under this policy shall cooperate in criminal prosecution resulting from the assault.
6. In the event the employee receives civil damages by reason of the assault, the cost of the substitute teacher’s salary will be repaid to the school district. The amount repaid to the district shall be the actual cost of the substitute teacher’s salary or the actual amount awarded by the court, whichever is less.

#### **ARTICLE 22 MILITARY LEAVE**

1. The Tri-Valley Board of Education will comply with the Ohio Revised Code on Organized Militia - number 5923.05. In reference to 5923.05, the parties agree that all bargaining unit members are “permanent public employees.”
2. All military personnel will attempt to have their field training or active duty assigned during periods of time school is not in session.

#### **ARTICLE 23 THREATENING BEHAVIOR TOWARD STAFF**

1. Threatening conduct may take different forms, including but not limited to the following:
  - a. Encounters in which words and/or actions are used that indicate to an employee that his/her safety and well-being, or another district employees’ safety and well-being, are in jeopardy.
  - b. Written communications that include comments toward the staff member and/or his/her family which is disparaging or would imply or state explicitly that the staff member and/or his/her family may be subject to some form of physical abuse or violence.
  - c. Written or spoken comments to a staff member which could subject him/her to blackmail or extortion.
  - d. Written or spoken communication and/or actions that would imply or explicitly state that some form of damage may be done to the property of a staff member or a member of his/her family.
2. Any staff member who believes that he/she is the victim of any of the above actions or has observed such actions taken by a student, parent, co-worker, supervisor, or other person associated with the District such as a vendor, contractor, volunteer, or school official should promptly take the following steps:
  - a. If the alleged threatener is the staff member’s supervisor, the affected employee should, as soon as possible after the incident, contact the Superintendent.

- b. If the alleged threatener is not the staff member's supervisor, the affected staff member should, as soon as possible after the incident, contact his/her supervisor.
  - c. If the threatener is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal of the alleged threatener.
- 3. The staff member may make initial contact either by a written report or by telephone or personal visit. During this contact, the reporting staff member should provide the name of the person(s) whom he or she believes to be responsible for the threat and the nature of the threatening incident(s). A written summary of each such report is to be prepared promptly by the staff member threatened after consultation with his/her supervisor or building principal and forwarded to the Superintendent.
- 4. Each report received by the supervisor, building principal, or Superintendent as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the subject outside of the investigation. The purpose of this provision is to:
  - a. Protect the confidentiality of the staff member who files a complaint.
  - b. Encourage the reporting of any incidents of threat.
  - c. Protect the reputation of any party wrongfully charged with threatening conduct.
- 5. Investigation of a complaint shall include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.
- 6. If the investigation reveals that the complaint is valid, then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence.
- 7. The Administration will use the 8/1/98 Safe Schools Violence Prevention Protocol found in the teacher handbook to process all incidents or information supplied by any individual. This article shall not supercede the right of a bargaining unit member to contact law enforcement authorities.
- 8. **STUDENT CODE OF DISCIPLINE - STAFF THREATS**
  - a. First Offense: Automatic referral to the school counselor, parent notification and conference, a form of suspension and/or Saturday School, notification to civil authorities, and/or request for expulsion.
  - b. Second Offense: Request for expulsion, with the length of expulsion modified only through proof of the satisfactory completion of professional counseling and referral to Juvenile Court.
  - c. Exception: If the student involved is an identified special education (IDEA) student or has a 504 plan, recommended sanctions will be subject to current applicable law. The district will explore other ways to discipline the student, such as home tutoring, if the student is a threat to other students or staff or negatively impacts the educational environment.

#### **ARTICLE 24 COMPLAINTS AGAINST PERSONNEL**

- 1. The administration may commence an investigation as to the authenticity of any information related to a complaint. No complaint will be placed in any personnel file of a certified member unless:

- a. The administration notifies the bargaining unit member of the complaint.
  - b. Upon the bargaining unit member's request, a conference was held (including the complainant, if he or she is agreeable to participate), the certified staff member, and the principal or immediate supervisor of the certified staff member.
  - c. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the certified staff member. Such initialing shall not be construed as agreeing with the document, but only that the certificated staff member received a copy of the document. Refusal to initial findings and resolution will be noted and the materials filed per (d.) below.
  - d. The certified staff member shall be given a copy of the conference memo and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be submitted within ten (10) days from the date the staff member initials the conference memo.
  - e. Anonymous complaints will not be made a part of the permanent file unless investigation of the complaint substantiates and provides evidence that a valid complaint exists.
2. Complaints will be advanced through the administration with attempts of resolution at the lowest possible level. No complaint regarding a bargaining unit member will be the subject of Board action unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, then the following procedure shall be implemented.
    - a. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.
    - b. Notice of the Board consideration of the complaint will be given to the bargaining unit member involved personally or by means of registered/certified mailing at least three (3) days prior to the Board meeting. Notice will be mailed to the last registered address of the bargaining unit member filed with the Board.
  3. The complaint shall be heard by the Board in executive session. The bargaining unit member will be allowed to remain in the executive session called for purposes of Board consideration of the complaint, in order to hear the complainant and respond, and will be allowed to have one (1) representative accompany him/her to the meeting.
  4. Resolution by Board action will become a part of the bargaining unit member's file, and the bargaining unit member shall receive a copy of the action. The bargaining unit member may attach an opinion or statement to the filed complaint within ten (10) days of the bargaining unit member's receipt of the Board action.

#### **ARTICLE 25 CRIMINAL RECORDS CHECK**

1. The parties acknowledge Ohio law requires the Board of Education to release from employment someone who has been hired subject to the condition that he/she have a clean record on a criminal records check and who receives a disqualifying report. If the records check on such a person discloses a conviction, guilty plea, or other disposition which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:



- a. Upon receipt of the report of the background check from the Bureau of Criminal Identification and Investigation/FBI, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment. A copy of the notice will be given to the President of the Association.
  - b. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law. The employee will be permitted to have Association representation at this conference if he/she desires.
  - c. The Superintendent then shall determine whether release of the employee is required and shall notify him/her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.
2. The section is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check. The bargaining unit member's release shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of an employee pursuant to this section is not subject to the grievance procedure.

#### **ARTICLE 26 OCCUPATIONAL SAFETY AND HEALTH**

1. Before exercising his/her right under R. C. 4167.06, an employee must contact his/her immediate supervisor, principal, or Superintendent and review all the existing facts. The interview will take place immediately upon demand. The employee may be temporarily reassigned until it has been determined that no danger as defined in Section 4167.06 OTC exists without regard to other provisions of this Agreement.
2. The employer agrees that it will take no retaliatory action, nor will it discriminate against an employee who has exercised his/her rights under Sections 4167.06 and 4167.10 ORC and/or this Article in the exercise of any of his/her rights under this agreement.
3. An employee who wishes to assert a claim of discrimination as defined in R. C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a nonrenewal, any claim of discrimination under R. C. Chapter 4167 shall be raised only in the challenge.
4. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violation, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R. C. 4167.10 until the following process has been completely exhausted:
  - a. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal within two work days of the occurrence of the alleged violation.

- b. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two (2) work days of the supervisor's or principal's response. If the supervisor or principal does not respond by his/her deadline, then the employee or Association may file their appeal within two (2) work days of that deadline. The Superintendent or his/her designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.
- c. This paragraph (4) does not apply to safety and health complaints involving "imminent danger" under R. C. 4167.06.

**ARTICLE 27 TRAVELING TEACHERS**

- 1. Bargaining unit members involved in travel from one building to another during the school day shall be reimbursed at the same rate per mile as employees of the United States Department of the Treasury Internal Revenue Service.
- 2. The Treasurer of the Tri-Valley School District will be in charge of adjusting this rate as needed to meet Internal Revenue Service requirements.
- 3. Travel to and from any building at the beginning or end of any school day shall not be considered as traveling teacher expenses, unless otherwise mutually agreed to. Mileage will be turned in the first school day of the month following the incurred expense to receive payment by the last day of the month.
- 4. Travel time, during the school day, shall not be considered lunch or conference time.
- 5. Under normal driving circumstances:
  - a. A bargaining unit member traveling from one school to another within the Dresden village limits shall be allowed a minimum of ten (10) minutes for close-up, travel, and preparation.
  - b. Any bargaining unit member traveling to or from Dresden and a non-Dresden school (Adamsville, Frazzeysburg, or Nashport) or between Frazzeysburg and Nashport shall be allowed a minimum of thirty (30) minutes for close-up, travel, and preparation.
  - c. Any bargaining unit member traveling to or from Adamsville and Frazzeysburg or Nashport shall be allowed a minimum of forty (40) minutes for close-up, travel, and preparation.
  - d. Any bargaining unit member encountering difficulties with the minimum number of minutes allowed for close-up, travel between buildings, and preparation will meet with the building principal(s) to mutually resolve the travel situation.

**ARTICLE 28 TUITION REIMBURSEMENT**

- 1. An applicant may submit his/her request for reimbursement of tuition expenses for course work directly related to his/her area(s) of certification/licensure, administration, or guidance. All course work must be taken from a properly accredited institution and/or approved by the Tri-Valley LPDC.
- 2. An applicant shall request the funds from the Board at the time of course enrollment and shall be reimbursed provided that funds are available and a grade card or transcript indicating successful completion

of the course along with documentation of the actual tuition cost are submitted on or before September 20 to the Superintendent's secretary. An Association officer(s) will meet with the Superintendent's secretary in late August or early September to create a list of bargaining unit members who have requested tuition reimbursement and have yet to submit the required paperwork. The Association will contact each of those bargaining unit members.

3. The application can be requested from the Superintendent's secretary.
4. The application will be mutually developed by the Administration and the Association and shall continue in use until mutually altered by the agreement of both parties.
5. The Board shall reimburse grantees via direct deposit on or before October 20. A maximum amount equal to the BA step 0 shall be expended for tuition reimbursement. If funds are available, the Board may approve requests exceeding the set maximum amount; otherwise all requests will be decreased the same percentage to meet the set maximum amount.
6. If the total requests are within the set maximum amount, tuition reimbursement will be at the rate of \$140 per quarter hour or \$210 per semester hour for a maximum of six quarter hours or four semester hours per year. Tuition reimbursement cannot exceed the actual cost.
7. Bargaining unit members who are no longer employed by the school district at the start of the next school year are not eligible for tuition reimbursement for the school year previous to their resignation date.
8. The Superintendent will approve tuition reimbursement requests which are submitted in accordance with this article.
9. If the Superintendent questions whether a request is in accordance with this article, a committee consisting of the Superintendent, the Superintendent's designee, the Association president, and the Association president's designee will meet to determine if the request will be granted based on the language in this article.

#### **ARTICLE 29 SUPPLEMENTAL PAY**

Bargaining unit members accepting additional responsibilities to their regular duties shall be compensated according to the schedule agreed to through negotiations between the Board and the Association and shall be provided a written supplemental or extended service contract in keeping with the Ohio Revised Code and Negotiated Board Policy. All supplemental and extended time contracts for extra duties shall include specific job descriptions and expectations.

#### **A. CATEGORY I**

1. Bargaining unit members assigned extended duties that are directly related to their regular duties shall be compensated by the following pay schedule:
  - a. \$18.00 per hour for the first year in the position with an additional \$0.50 per hour (not to exceed \$25 per hour) for each year of District service in this position. Bargaining unit members making above \$25.00 per hour during the 2002-03 school year will be capped at that rate.
  - b. Any bargaining unit member that held an extended service contract in the District in the same area prior to the 1997-98 school year will receive at least \$25.00 per hour.
  - c. Initial placement on the extended service schedule will include comparable experience within and outside the district.

2. SUPPLEMENTAL DUTIES YEARLY HOURS (beginning the 2012-13 school year)
 

Vocational Agriculture	40 days
HS Band Director	10 days
HS/MS Guidance Counselors	10 days
HS Work and Family Life	6 days
3. One extended service day is 7.25 hours with a thirty (30) minute lunch. Portions of a day may be earned during any calendar day. With the exception of July, the building principal may assign some specific weekdays to be worked.
4. Extended time may not be earned during the regular school year work day hours or during attendance at events or activities where other bargaining unit members are in attendance in a nonpaid capacity (i.e. graduation, eighth grade orientation, awards assemblies, etc.).
5. An evaluation of a bargaining unit member's performance on specific duties called for by an extended service contract that is directly related to his/her regular duty shall be included in the bargaining unit member's regular evaluation which was jointly developed by the Administration and TVEA.
6. Bargaining unit members shall submit documentation of their days worked under extended time contracts prior to June 30 of the fiscal year for which pay is requested.
7. Bargaining unit members shall be paid \$60 per Saturday to supervise Saturday School for a period of time not to exceed four (4) hours (or \$15 per hour prorated for afterschool detention).

## B. CATEGORY II

1. Bargaining unit members accepting supplemental duties that are not necessarily directly related to their regular duties shall be compensated according to the pay schedule:
  - a. Calculations of supplemental salaries shall be based on the Master's Column of the salary schedule in Article 34. The supplemental salary for the first year in the supplemental position shall be based on the O Step.
  - b. Thereafter, each year of District service in this position shall result in a salary calculated on succeeding steps of the Master's Column to a maximum of Step 16.
  - c. Initial placement on the supplemental schedule will include comparable experience within and outside the district.
  - d. Acceptance of supplemental contracts is voluntary and is not required to maintain employment.

2. NON ATHLETIC GROUP % of MA Column at Appropriate Step

High School

Marching Band/Pep Band Director .....	15%
Asst. Marching Band Director .....	5%
Highland Flingers Advisor .....	5%
Flag Corps Director.....	5%
Choir Director.....	5%
Senior Class Advisor .....	6%
Junior Class Advisor .....	6%
Sophomore Class Advisor .....	3%
Freshman Class Advisor .....	3%
Yearbook Advisor .....	10%
Student Council Advisor .....	8%
National Honor Society Advisor .....	5%
Quiz Team Advisor .....	5%
Newspaper Advisor.....	5%
Drama Advisor.....	5%
Volunteer Coordinator .....	5%
Ecology Club Advisor.....	3%
Ski Club Advisor .....	2%
Archery Club Advisor .....	2%
Ruriteen Advisor .....	2%
Foreign Language Clubs Advisor.....	1%

Middle School

Drama Advisor.....	4%
Memory Book Advisor.....	2%
Washington DC Trip Coordinator.....	2%
Ski Club Advisor .....	1%
Student Council Advisor .....	1%
National Junior Honor Society Advisor .....	1%
Math Counts Advisor .....	1%
Archery Club Advisor .....	1%
Ecology Club Advisor.....	1%
LEO Club Advisor.....	1%

Grades 7-12

Department Heads (Language Arts, Math, Science, Social Studies).....	7%
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Each Elementary (K-6)

Memory Book Advisor.....	2%
Student Council Advisor .....	1%
Camp Ohio Coordinator.....	1%

All Buildings

Building Technology Assistant(s).....	1%
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3. ATHLETIC GROUP % of MA Column at Appropriate Step  
 Assistant Athletic Director ..... 7%

	<u>Varsity</u>	<u>Reserve or Freshman</u>	<u>Middle School</u>
Athletic Trainer.....	20%		
Varsity Basketball (boys or girls).....	15%	10%	*7%
Varsity Football.....	15%	10%	*7%
Wrestling.....	11%	6%	*5%
Track (boys or girls).....	8%	5%	4%
Volleyball.....	8%	5%	4%
Cross Country (boys & girls).....	8%	5%	4%
Soccer (boys or girls).....	8%	5%	
Swimming (boys & girls).....	8%	5%	
Baseball.....	8%	5%	
Golf.....	8%	5%	4%
Softball.....	8%	5%	
Cheerleader Advisor.....	6%	3%	3%

\* % based on varsity assistance if requested.

4. An assistant for any sport may be hired at each level as deemed necessary by the Board. Assistants for grades 9-12 will be paid 2/3 of the percentage of the coach (listed above) they are assisting. Assistants for grades 7-8 (example: throwing coach for middle school track) will be paid 1/2 of the percentage of the coach (listed above) they are assisting. The Board reserves the right to hire community volunteer assistants with no compensation.
5. The building principal or assigned certificated administrator will conduct the evaluation of a bargaining unit member's performance in a supplemental position. In supplemental programs in which there are assistant positions, the person in the leadership role will appraise the performance of those in assistant roles and share the appraisal with the evaluating administrator as a part of the evaluation process.
6. Bargaining unit members may use student activity account monies to pay expenses incurred by a bargaining unit member or necessary chaperones to the extent that the activity account pays the same expense for the student.

**ARTICLE 30 SEVERANCE PAY**

Any bargaining unit member in the Tri-Valley Local Schools who has ten (10) or more years of service in the State Teachers Retirement System of Ohio may elect at the time of retirement from active service, to be paid in cash for a portion of his/her accrued unused sick leave credit in accordance with the following:

1. Bargaining unit members who qualify for severance pay and have more than ten (10) years of service in the State Teachers Retirement System shall be eligible for payment of 25% of their unused sick leave.
2. Eligible bargaining unit members who submit a written resignation for retirement purposes by March 1 will be granted an additional five (5) days of severance pay.
3. a. Such payment shall be based on the bargaining unit member's per diem rate of pay based upon the bargaining unit member's final base salary exclusive of any remuneration received through a supplemental contract at the time of retirement from active service.

- b. After the bargaining unit member has provided written evidence that he/she has been entered on the retirement rolls of the State Teachers Retirement System of Ohio, a one-time lump payment shall be made by the Treasurer of the Board within sixty days of the bargaining unit member's retirement. Payment shall be made upon final certification of retirement from active service by STRS to the Tri-Valley Board of Education.
- c. The payment shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time.

### **ARTICLE 31 EMPLOYMENT OF RETIRED INDIVIDUALS**

The provisions in this article supercede other provisions in this Agreement, Ohio Revised Code where permissible, and other applicable laws.

- 1. Prior to employment, any teacher who has retired under the Ohio State Teacher's Retirement System (STRS), or any other retirement system in the United States which includes teachers, and is subsequently employed in the district for a certificated position will negotiate their step on the salary schedule up to step 7, or step 14 if a Tri-Valley retiree, of the appropriate column (Master's plus 15 semester hours will be placed on the Master's column) and will be frozen at that step throughout the duration of his/her contract.
- 2. Employment after retirement will be considered initial employment. A contract of one (1) to five (5) years will be negotiated between the Superintendent and the retired or soon to be retired individual. The contract will be automatically non-renewed at the end of the negotiated time period. Sequence of contracts in Article 6 does not apply. Unless there are individuals with call back rights from a reduction in force, no posting is needed if the Superintendent decides to rehire the current bargaining unit member to fill the same position. The bargaining unit member will express on the Intent Form his/her desire to work for the district the following year. The Association President will be notified if the Superintendent and a soon to be retired bargaining unit member are negotiating a possible reemployment contract. The Board may post the position before the bargaining unit member submits an official notice of retirement and withdraw the posting if the member does not retire or is rehired.
- 3. Seniority rights do not apply.
- 4. Such teacher will not be eligible for the Sick Leave Bank, Tuition Reimbursement, Severance Pay, and Retirement Incentive. For such teacher, this language supercedes Article 16 (Paragraph 11), 28, 30, and 31. Article 16 Paragraphs 1 and 2 concerning earned sick leave will apply and such teacher will be considered new to the district in Paragraph 2.
- 5. The number of reemployed retirees will not exceed 5% of the total number of bargaining unit positions.

### **ARTICLE 32 INSURANCE**

#### **A. GROUP LIFE INSURANCE**

- 1. The Board shall contract from a carrier licensed by the State of Ohio, for group term life insurance for each bargaining unit member in the sum of \$50,000 with an additional \$50,000 of accidental death and dismemberment coverage.
- 2. The Association shall be provided a copy of the contract and all riders between the Board of Education and the insurance company.

**B. "BASIC" COMPREHENSIVE MAJOR MEDICAL PROGRAM**

1.
  - a. The Board shall provide a single or family comprehensive major medical program for each certificated employee, equal to or exceeding the specifications below.
  - b. The Association shall be provided a copy of the contract and all riders between the Board of Education and the insurance company or a third party administrator.
  - c. All benefits are paid on a usual, customary and reasonable basis.
  
2. Hospital Benefit:
  - a. Room and Board Semi-Private
  - b. Extra Hospital Charges Subject to deductible and co-insurance
  - c. Emergency Out-Patient Coverage Subject to deductible and co-insurance
  - d. Out-Patient Coverage Subject to deductible and co-insurance
  - e. Intensive Care Subject to deductible and co-insurance
  
3. Surgical Benefit:
  - a. Maximum Benefit Subject to deductible and co-insurance
  - b. Anesthesia Subject to deductible and co-insurance
  - c. In-Hospital Doctor Calls Subject to deductible and co-insurance
  - d. Surgical Assistant Subject to deductible and co-insurance
  
4. Outpatient Laboratory and Pathological Benefits:
  - a. Sickness (Unlimited) All diagnostic services such as: Electroencephalograms; X-Ray; Electrocardiograms; Blood; Pancreatic, and Kidney function tests; Pap Smear; Thyroid; Urinalysis; and the like. Subject to deductible and co-insurance
  - b. Accident Emergency \$1,000 at 100% Paid & remaining is subject to deductible and co-insurance
  - c. Initial In-Hospital Exam for Newborns Paid in Full
  - d. Ambulance Service Subject to deductible and co-insurance
  - e. Air-Lift Transport Service Subject to deductible and co-insurance
  
5. Specifications - Major Medical Insurance:
  - a. Maximum benefits: Unlimited
  - b. Deductible:



If the Major Medical Insurance Fund, with all deductions deposited, is the amount specified below at the conclusion of September, then the deductible on January 1 will be as follows:

- (1) Below \$2,000,000 \$1,000 per individual,  
but not more than \$2,000 per family
- (2) \$2,000,000 and above \$800 per individual,  
but not more than \$1,600 per family

c. Co-pay:

(1) Medical appointment/visit:

If the Major Medical Insurance Fund, with all deductions deposited, is the amount specified below at the conclusion of September, then the co-pay on January 1 will be as follows:

- (a) Below \$2,000,000 \$25.00 co-pay per visit
- (b) \$2,000,000 and above \$20.00 co-pay per visit
- (2) First care (ie. Genesis Health Plex) \$50.00 co-pay per visit
- (3) Emergency room \$100.00 co-pay per visit

d. Co-pays do not apply to the deductible and co-insurance.

e. Co-Insurance Provision: Insurance to pay 80% of first \$5,000.00  
and 100% R&C thereafter

f. Maximum Deductible and Co-Insurance Cost will be as follows:

- (1) Below \$2,000,000 \$2,000 per individual, but not more than \$4,000 per family
- (2) \$2,000,000 and above \$1,800 per individual, but not more than \$3,600 per family

g. Tri-Valley will comply with the Affordable Care Act (ACA) reforms that require all co-payments must be included in the out-of-pocket costs. These co-payments will be included at the Federal MOOP (maximum out of pocket) guideline level as adjusted by the Federal Government. (2015 Levels are Single \$6,600 and Family \$13,200)

6. Substance abuse, inpatient nervous treatment and mental treatment shall be treated as any other illness.

7. Wellness/routine will have no copay or cost to the insured:

- a. Well child care for a child under the age of 1 will be paid in full.
- b. Routine/preventive care (i.e. well child care, immunizations, routine gynecological services, routine PSA testing, routine mammogram and mammogram reading, etc.) for individuals age 1 and older will be paid in full
- c. Gardasil shots to protect against human papilloma virus and cervical cancer will be paid in full.
- d. The cost of a routine/preventative colonoscopy for any individual age 50 or older that has not had the procedure within the last 5 years will be paid in full.

8. The Insurance Committee may propose changes to the coverage. Proposals must be approved by the Board, the TVEA Executive Committee, and the Executive Committee of the Tri-Valley OAPSE before taking effect.
9. Drug card deductible receipts will not be permitted to be turned in on the major medical insurance plan for reimbursement.

### **C. PRESCRIPTION DRUG INSURANCE**

1. The Board shall provide single or family prescription drug benefits coverage for each bargaining unit member equal to or exceeding the specifications below. A bargaining unit member selecting prescription drug insurance must select the same coverage (family or single) as the comprehensive major medical program.
  - a. Card Plan Specifications: Deductible Per Prescription  
\$5.00 generic / \$25.00 brand
  - b. Mail order prescriptions will have the same deductible per prescription as follows:
    - (1) one (1) deductible for a thirty (30) day supply.
    - (2) two (2) deductibles for a sixty (60) or ninety (90) day supply.
  - c. Unless requested otherwise by the physician or the patient, prescriptions will be filled with generic drugs when a generic is available.

### **D. GROUP DENTAL INSURANCE**

1. The Board shall provide single or family dental benefits coverage for each bargaining unit member equal to or exceeding the specifications below.
  - a. Maximum benefits per person per calendar year
 

(1) Class I, II, or III	\$1,250.00 per person
-------------------------	-----------------------
  - b. Deductible
 

(1) Individual	\$25.00 per calendar year
(2) Family	\$75.00 per calendar year
2. Benefits Paid:
  - a. Class I - Preventive & Diagnostic:  
No Deductible & 100% of R&C charges
    - (1) Routine Oral Exams - twice a year at least 4 months apart
    - (2) Teeth Cleaning - twice a year at least 4 months apart
    - (3) Fluoride Treatments - once every twelve (12) months
    - (4) Emergency Pain Treatments
    - (5) Space Maintainers

- (6) All Diagnostic X-Rays including complete series
- (7) Test and Lab Exams
- b. Class II - Basic Restorative:  
80% of the R&C charges
  - (1) Fillings - Amalgams, Silicate, Acrylic
  - (2) Root Canal Therapy
  - (3) Treatment of Gum Disease
  - (4) Repair of Bridgework and Dentures
  - (5) Extractions and Oral Surgery including gum treatment and surgery
  - (6) General Anesthesia - if medically necessary
- c. Class III - Major Restorative:  
50% of the R&C charges
  - (1) Inlays, Onlays, Gold Fillings, or Crown Restorations
  - (2) Initial Installation of Fixed Bridgework
  - (3) Installation of Partial or Full, Removal Dentures
  - (4) Replacement of Existing Bridgework or Dentures
- d. Class IV - Orthodontia:  
Life-Time Maximum benefits of \$1,750.00 per person  
60% of the R&C charges
  - (1) Orthodontic Benefits for Adults Also
  - (2) Full Banded Orthodontic Treatment
  - (3) Appliances for Tooth Guidance
  - (4) Appliances to Control Harmful Habits
  - (5) Retention Appliances - not in connection with full banded treatment

#### **E. GROUP VISION CARE INSURANCE**

1. The Board shall contract through a carrier licensed by the State of Ohio, single or family vision care insurance coverage for each certificated employee equal to or exceeding the specifications below.
  - a. Covered Expenses Benefit Period
 

(1) Examinations	twenty (24) months.
(2) Lenses (if required)	One (1) in any twenty-four (24) month period.
(3) Frames (if required)	One (1) in any twenty-four (24) month period.

(4) Maximum Benefit Payment according to schedule.

- b. The Insurance Committee will choose a comparable vision plan if the current plan is unavailable. If the committee cannot find a comparable plan, the recommended plan must be approved by the Board and the TVEA Executive Committee.

#### F. BOARD PAYMENT

1. a. The Board agrees to provide full premium payment of all listed insurance coverages under sections A-E of this article for each bargaining unit member.  
b. At the bargaining unit member's option, the Board agrees to provide payment of 80% of the total premium cost for family coverages under sections A-E of this article regardless of the number of Board employees in the same family plan.
2. Any bargaining unit member, regardless of whether he/she chooses single coverage or family coverage, who would like to pay an additional amount on the premium to receive a "Premier" comprehensive major medical program can enroll to do so annually during the insurance enrollment period. The Board will not pay an additional amount beyond what it pays for employees on the basic plan.
3. Any bargaining unit member, regardless of whether he/she chooses single coverage or family coverage, who would like to pay a reduced amount on the premium and receive a monthly deposit in a Health Saving Account can enroll for an "HSA Plan" annually during the insurance enrollment period. An employee on an HSA Plan will pay the first \$4,000 if on a single plan or first \$8,000 if on a family plan.

#### G. PREMIER COMPREHENSIVE MAJOR MEDICAL PROGRAM OPTION

1. A "Premier Plan" member will receive:
  - a. a major medical insurance deductible at 25% of the set major medical insurance deductibles in section B.5.b of this article.
    - (1) Below \$2,000,000 \$250 per individual, but not more than \$500 per family
    - (3) \$2,000,000 and above \$200 per individual, but not more than \$400 per family
  - b. A \$5.00 reduction to the medical appointment/visit co-pay in section B.5.c.(1) (a-c).
    - (1) Below \$2,000,000 \$20.00 co-pay per visit
    - (2) \$2,000,000 and above \$15.00 co-pay per visit
  - c. Maximum Deductible and Co-Insurance Cost in section B.5.f. of this article will be reduced due to the reduction in the major medical insurance deductible.
    - (1) Below \$2,000,000 \$1,250 per individual, but not more than \$2,500 per family
    - (2) \$2,000,000 and above \$1,200 per individual, but not more than \$2,400 per family
  - d. All other specifics in sections A-E above will remain the same.
  - e. Tri-Valley will comply with the Affordable Care Act (ACA) reforms that require all co-payments must be included in the out-of-pocket costs. These co-payments will be included at the Federal MOOP

(maximum out of pocket) guideline level as adjusted by the Federal Government. (2015 Levels are Single \$6,600 and Family \$13,200).

#### **H. HEALTH SAVINGS ACCOUNT**

1. An "HSA Plan" member will receive the difference of the cost of the HSA Plan and what the Board contributes to the basic plan for that type of coverage (single or family) into their Health Savings Account monthly.

#### **I. NON-NETWORK COVERAGE**

1. All specifics in this article are for network coverage. Non-network coverage for major medical insurance deductibles, co-insurance, and out-of-pocket may be higher for bargaining unit members no matter which plan (basic, premier or HSA) the member selected. It is the bargaining unit members' responsibility to check whether a provider is in the network or non-network. An employee should contact the insurance broker or the insurance provider for inquiries about network status and non-network coverage costs.

#### **J. PART-TIME EMPLOYEE**

1. Part-time employees, not already covered under the family plan of another district employee, will be eligible for insurance and benefits, as required by federal law, if employed for thirty (30) or more hours.

### **ARTICLE 33 TEACHER SALARY**

#### **A. REGULAR PAY**

1. Bargaining unit members' regular salaries, attached hereto, shall be paid in twenty-six (26) equal payments, beginning in mid-September and continuing biweekly; normally on Fridays. The Treasurer's office, at its determination, may make adjustments to this pay cycle so as to insure that no employee is paid their salary prior to earning such salary (this adjustment is commonly known as a "payroll skip" or "payroll creep"). Any planned adjustments to the pay cycle shall be communicated by the Treasurer's office to all bargaining unit members by June 1 with an adjustment to the payroll cycle to be completed the next fiscal year. All bargaining unit members will be paid via direct deposit at no more than two financial institutions.
2. The Board has the option to pay bargaining unit members' regular salaries in twenty-four (24) equal payments beginning in September and occurring twice monthly with the second monthly payment 15 days after the first monthly payment. Bargaining unit members will be notified by June 1 if the change to a 24 pay fiscal year will occur the upcoming fiscal year.
3. When a pay day falls on a day the Federal Reserve Bank is closed, bargaining unit members shall be paid the preceding work day. As a substitute for paper pay stubs, the Board has the option to provide access to pay stubs electronically. Otherwise, during the school year, pay stubs shall be placed in the bargaining unit member's school mailbox and, pay stubs shall be mailed to bargaining unit members during the summer break.

#### **B. ADDITIONAL PAY**

1. The Board shall pay for additional duties as follows:
  - a. Pay for extended service duties shall be divided equally and distributed with the bargaining unit member's regular salary throughout the entire year.

- b. Pay for supplemental duties shall be by direct deposit no later than November 30 for fall supplementals, March 30 for winter supplementals, and May 30 for spring and year long supplementals. If an athletic season or wrap-up activities for that season extend beyond the designated pay date, the treasurer will pay that coaching staff as soon as all responsibilities are complete.
- c. Any bargaining unit member who chooses to participate in Board approved programs designed to enhance the curriculum or teaching facilities shall deposit all money collected from the students with the Board pursuant to Board policy. Limited remunerations from such programs including goods and services shall be awarded to the bargaining unit member as compensation for administering the program after a period of five (5) years of use of the goods and services by the bargaining unit member at school, if prior notification/approval is received by the administration.

### **C. TRANSFER OF YEARS OF EXPERIENCE**

- 1.
  - a. A bargaining unit member may transfer previous years of teaching experience accumulated in any public or private charter school and will be placed at the appropriate step on the salary schedule upon verification of such accumulation from the proper agency. (This paragraph does not supercede Article 31 Paragraph 1.)
  - b. Verification should be given to the district treasurer on or before September 1 of the initial year of employment.
  - c. All years of experience in Ohio public schools and up to ten (10) years for any other combination of teaching experience may be transferred. (This paragraph does not supersede Article 31 Paragraph 1.)

### **D. BASE SALARY / INDEX / SALARY PLACEMENT**

- 1. Bargaining unit members who were grandfathered above the pay scale contained within this article during the 2016-17 school year:
  - a. Will move to the current adopted pay scale if it contains a higher salary.
  - b. Will earn \$260 more than the grandfathered salary earned during the previous school year unless moving to a new column.
  - c. If moving to a new column, will earn \$520 more than the grandfathered salary earned during the previous school year.
- 2. The index schedule included herein shall be used to calculate the salary schedules for each year of this Agreement.
- 3.
  - a. Effective July 1, 2017, the base salary (Bachelors Column, Step 0) shall be \$32,850. Effective July 1, 2018, the base salary (Bachelors Column, Step 0) shall be \$33,200.  
  
If the projected fiscal year 2019 carryover is between 3 million and 6 million on March 31, 2019, effective July 1, 2019, the base salary (Bachelors Column, Step 0) shall be \$33,500. Otherwise, both parties will meet by April 30, 2019 to negotiate salary for the 2019-20 school year.
  - b. (1) Bargaining unit members will be placed on the appropriate column as detailed in this paragraph. Bargaining unit members earning placement on a new column of the index/pay scale should give verification to the district treasurer on or before September 1. Bargaining

unit members must notify the district treasurer in writing by September 30 that the bargaining unit member anticipates earning placement on a new column by the beginning of the next school year. Failure to notify the district treasurer by September 30 will delay placement on a new column by one year.

- (2) A bargaining unit member will be placed on the appropriate step based on the bargaining unit member's years of experience and other appropriate related experience as detailed in section C of this article.
4. Concerning base salary, a non-bargaining unit certificated school employee will not receive more than a 1% increase for 2017-18, more than a 1% increase for 2018-19, and/or more than a 1% increase for 2019-20. Step increases are not affected by this language.
5. The Board and Association have developed an index with an emphasis on pay increases through steps throughout a bargaining unit member's career. The first priority will be to fund the step (and column) increases. A base increase will normally only occur when the realistic long term financial outlook for the school district is healthy enough to support the base increase.
6. No bargaining unit member will make a lower yearly salary than the previous year.

**TRI-VALLEY LOCAL SCHOOLS INDEX SCHEDULE**

<u>STEP</u>	<u>BACHELORS</u>	<u>150 HOURS</u>	<u>MASTERS</u>	<u>MA+15</u>
0	1.00	1.04	1.10	
1	1.04	1.08	1.14	
2	1.08	1.12	1.18	
3	1.12	1.16	1.22	
4	1.16	1.20	1.26	
5	1.20	1.24	1.30	
6	1.24	1.28	1.34	
7	1.28	1.32	1.38	
8	1.32	1.36	1.42	
9	1.36	1.40	1.46	
10	1.40	1.44	1.50	
11	1.44	1.48	1.55	
12	1.48	1.52	1.60	
13	1.48	1.56	1.65	
14	1.48	1.56	1.70	
15	1.48	1.56	1.75	
16	1.52	1.60	1.80	
17	1.52	1.60	1.80	
18	1.52	1.60	1.80	1.84
19	1.52	1.64	1.84	1.88
20	1.56	1.64	1.84	1.88
21	1.56	1.64	1.84	1.88
22	1.56	1.68	1.88	1.92
23	1.56	1.68	1.88	1.92
24	1.60	1.68	1.88	1.92
25	1.60	1.72	1.92	1.97
26	1.60	1.72	1.92	2.02
27	1.60	1.72	1.92	2.02
28	1.64	1.76	1.92	2.07
29	1.68	1.80	1.97	2.12
30	1.72	1.85	2.02	2.17
31	1.76	1.90	2.07	2.22
32	1.78	1.92	2.10	2.25
32+	1.78	1.92	2.10	2.25



**2017-2018 TRI-VALLEY LOCAL SCHOOLS PAY SCALE**

<b><u>STEP</u></b>	<b><u>BACHELORS</u></b>	<b><u>150 HOURS</u></b>	<b><u>MASTERS</u></b>	<b><u>MA+15</u></b>
<b>0</b>	32,850	34,164	36,135	
<b>1</b>	34,164	35,698	37,449	
<b>2</b>	35,478	36,792	38,763	
<b>3</b>	36,792	38,106	40,077	
<b>4</b>	38,106	39,420	41,391	
<b>5</b>	39,420	40,734	42,705	
<b>6</b>	40,734	42,048	44,019	
<b>7</b>	42,048	43,362	45,333	
<b>8</b>	43,362	44,676	46,647	
<b>9</b>	44,676	45,990	47,961	
<b>10</b>	45,990	47,304	49,275	
<b>11</b>	47,304	48,618	50,918	
<b>12</b>	48,618	49,932	52,560	
<b>13</b>	48,618	51,246	54,203	
<b>14</b>	48,618	51,246	55,845	
<b>15</b>	48,618	51,246	57,488	
<b>16</b>	49,932	52,560	59,130	
<b>17</b>	49,932	52,560	59,130	
<b>18</b>	49,932	52,560	59,130	60,444
<b>19</b>	49,932	53,874	60,444	61,758
<b>20</b>	51,246	53,874	60,444	61,758
<b>21</b>	51,246	53,874	60,444	61,758
<b>22</b>	51,246	55,188	61,758	63,072
<b>23</b>	51,246	55,188	61,758	63,072
<b>24</b>	52,560	55,188	61,758	63,072
<b>25</b>	52,560	56,502	63,072	64,715
<b>26</b>	52,560	56,502	63,072	66,357
<b>27</b>	52,560	56,502	63,072	66,357
<b>28</b>	53,874	57,816	63,072	68,000
<b>29</b>	55,188	59,130	64,715	69,642
<b>30</b>	56,502	60,773	66,357	71,285
<b>31</b>	57,816	62,415	68,000	72,927
<b>32</b>	58,473	63,072	68,985	73,913
<b>32+</b>	58,473	63,072	68,985	73,913

**2018-2019 TRI-VALLEY LOCAL SCHOOLS PAY SCALE**

<b><u>STEP</u></b>	<b><u>BACHELORS</u></b>	<b><u>150 HOURS</u></b>	<b><u>MASTERS</u></b>	<b><u>MA+15</u></b>
<b>0</b>	33,200	34,528	36,520	
<b>1</b>	34,528	36,078	37,848	
<b>2</b>	35,856	37,184	39,176	
<b>3</b>	37,184	38,512	40,504	
<b>4</b>	38,512	39,840	41,832	
<b>5</b>	39,840	41,168	43,160	
<b>6</b>	41,168	42,496	44,488	
<b>7</b>	42,496	43,824	45,816	
<b>8</b>	43,824	45,152	47,144	
<b>9</b>	45,152	46,480	48,472	
<b>10</b>	46,480	47,808	49,800	
<b>11</b>	47,808	49,136	51,460	
<b>12</b>	49,136	50,464	53,120	
<b>13</b>	49,136	51,792	54,780	
<b>14</b>	49,136	51,792	56,440	
<b>15</b>	49,136	51,792	58,100	
<b>16</b>	50,464	53,120	59,760	
<b>17</b>	50,464	53,120	59,760	
<b>18</b>	50,464	53,120	59,760	61,088
<b>19</b>	50,464	54,448	61,088	62,416
<b>20</b>	51,792	54,448	61,088	62,416
<b>21</b>	51,792	54,448	61,088	62,416
<b>22</b>	51,792	55,776	62,416	63,744
<b>23</b>	51,792	55,776	62,416	63,744
<b>24</b>	53,120	55,776	62,416	63,744
<b>25</b>	53,120	57,104	63,744	65,404
<b>26</b>	53,120	57,104	63,744	67,064
<b>27</b>	53,120	57,104	63,744	67,064
<b>28</b>	54,448	58,432	63,744	68,724
<b>29</b>	55,776	59,760	65,404	70,384
<b>30</b>	57,104	61,420	67,064	72,044
<b>31</b>	58,432	63,080	68,724	73,704
<b>32</b>	59,096	63,744	69,720	74,700
<b>32+</b>	59,096	63,744	69,720	74,700

**2019-2020 TRI-VALLEY LOCAL SCHOOLS PAY SCALE**

If the projected Fiscal Year 2019 carryover is between 3 million and 6 million effective July 1, 2019, the base salary (Bachelors Column, Step 0) shall be \$33,500. Otherwise, both parties will meet by April 30, 2019 to negotiate salary for the 2019-2020 School Year.

<b><u>STEP</u></b>	<b><u>BACHELORS</u></b>	<b><u>150 HOURS</u></b>	<b><u>MASTERS</u></b>	<b><u>MA+15</u></b>
<b>0</b>	33,500	34,840	36,850	
<b>1</b>	34,840	36,404	38,190	
<b>2</b>	36,180	37,520	39,530	
<b>3</b>	37,520	38,860	40,870	
<b>4</b>	38,860	40,200	42,210	
<b>5</b>	40,200	41,540	43,550	
<b>6</b>	41,540	42,880	44,890	
<b>7</b>	42,880	44,220	46,230	
<b>8</b>	44,220	45,560	47,570	
<b>9</b>	45,560	46,900	48,910	
<b>10</b>	46,900	48,240	50,250	
<b>11</b>	48,240	49,580	51,925	
<b>12</b>	49,580	50,920	53,600	
<b>13</b>	49,580	52,260	55,275	
<b>14</b>	49,580	52,260	56,950	
<b>15</b>	49,580	52,260	58,625	
<b>16</b>	50,920	53,600	60,300	
<b>17</b>	50,920	53,600	60,300	
<b>18</b>	50,920	53,600	60,300	61,640
<b>19</b>	50,920	54,940	61,640	62,980
<b>20</b>	52,260	54,940	61,640	62,980
<b>21</b>	52,260	54,940	61,640	62,980
<b>22</b>	52,260	56,280	62,980	64,320
<b>23</b>	52,260	56,280	62,980	64,320
<b>24</b>	53,600	56,280	62,980	64,320
<b>25</b>	53,600	57,620	64,320	65,995
<b>26</b>	53,600	57,620	64,320	67,670
<b>27</b>	53,600	57,620	64,320	67,670
<b>28</b>	54,940	58,960	64,320	69,345
<b>29</b>	56,280	60,300	65,995	71,020
<b>30</b>	57,620	61,975	67,670	72,695
<b>31</b>	58,960	63,650	69,345	74,370
<b>32</b>	59,630	64,320	70,350	75,375
<b>32+</b>	59,630	64,320	70,350	75,375

## **E. CONTRIBUTION TO STRS**

1. The Board shall pay the full statutorily required employer contribution for each member in the bargaining unit to the State Teacher's Retirement System.
2. The Board shall pick up and pay, on behalf of each member in the bargaining unit, the full statutorily required employee contribution to the State Teacher's Retirement System, so long as the total compensation paid by the Board to and on behalf of each bargaining unit member is not thereby increased. The bargaining unit member's gross salary shall be reduced by the amount of the individual's full statutorily required contribution to STRS and shall be restated accordingly.
3. The amount picked up and paid by the Board shall be the current required contribution of the bargaining unit member to the STRS.
4. The amount so paid on behalf of the bargaining unit member to STRS:
  - a. Shall not be treated as income of the bargaining unit member for federal and state income tax purposes.
  - b. Shall be treated as income of the bargaining unit member for municipal income tax purposes.
  - c. Shall be treated as income of the bargaining unit member for purposes of computing the Board's employer contribution to STRS.
5. No bargaining unit member shall have the option to elect a wage increase or other benefit in lieu of this pickup or to decline this pickup. Each bargaining unit member is responsible for taking this pickup into account, along with other tax-sheltering plans, for purposes of complying with tax law requirements.

## **ARTICLE 34 GENERAL PROVISIONS**

### **A. BOARD RIGHTS**

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Ohio, and of the United States, including but without limiting the generality of the foregoing, the right:
  - a. To the executive management and administrative control of the school system and its properties and facilities.
  - b. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, of their dismissal or demotion, and to promote, and transfer all such employees.
  - c. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
  - d. To delegate authority through recognized administration channels for the development and organization of the means and methods of the instruction according to current written Board Policy; the selection of textbooks and other teaching materials; and the utilization of teaching aids of all kinds.
  - e. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of bargaining unit members and other employees with respect thereto, and with respect to administrative and nonteaching activities within the school system and the terms and conditions of employment.

2. The exercise of the foregoing power, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this contract and Ohio Statutes; and then only to the extent such specific and express terms hereof are in accordance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.
3. The Board may make decisions within the realm of its management rights without prior negotiations with or agreement of the Association, but the Board will give the Association an opportunity to bargain about the effect(s) of its decisions on wages, hours, terms and other conditions of employment of employees in the bargaining unit.

#### **B. WAIVER OF NEGOTIATIONS**

1. The Board and the Association acknowledge that during negotiations resulting in this agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter covered in the scope of negotiations and that this agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters of subject as specifically referred to or covered in this agreement, even though such subject or matter may not have been within knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this agreement.

#### **C. ENTIRE AGREEMENT CLAUSE**

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

#### **D. SEVERABILITY**

1. Consistent with Chapter 4117 of the Ohio Revised Code, this agreement governs the wages, hours, terms and conditions of employment of bargaining unit members. Terms of this agreement prevail over any State statute to the contrary.

E. DURATION OF AGREEMENT

1. This Agreement will remain in effect from July 1, 2017 through June 30, 2020.

<u>Brad S. Sims</u> President, Tri-Valley Education Association	<u>8-8-17</u> Date
<u>Edy Boral</u> President, Tri-Valley Board of Education	<u>7-27-17</u> Date
<u>John Lanning</u> Representative, Tri-Valley Education Association	<u>8-8-17</u> Date
<u>Mark A. Neal</u> Representative, Tri-Valley Board of Education	<u>7-27-17</u> Date