Mon, 01/13/2025 04:30:00 PM SERB

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AGREEMENT BETWEEN

THE SOUTH POINT BOARD OF EDUCATION

AND

THE SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS/OEA/NEA

AUGUST 1, 2024 TO AUGUST 31, 2027

Mon, 01/13/2025 04:30:00 PM SERB

TABLE OF CONTENTS

Page

ARTICLE 1 ASSOCIATION RIGHTS 1

ARTICLE 2 GRIEVANCE PROCEDURE 5

ARTICLE 3 EVALUATION PROCEDURE 8

ARTICLE 4 PERSONNEL FILES 15

ARTICLE 5 PROFESSIONAL AND ACADEMIC FREEDOM 17

ARTICLE 6 COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT 18

ARTICLE 7 MEMBER CONTRACT 18

ARTICLE 8 CONTRACT YEAR 20

ARTICLE 9 CONTRACT DAY 21

ARTICLE 10 CLASS SIZE 23

ARTICLE 11 TRANSFERS AND REASSIGNMENTS 23

ARTICLE 12 SUBSTITUTES 26

ARTICLE 13 STUDENT TEACHER SUPERVISION 26

ARTICLE 14 STUDENT DISCIPLINE AND TEACHER PROTECTION 28

ARTICLE 15 LEAVES 30

ARTICLE 16 SEVERANCE PAY- RETIREMENT/DEATH BENEFIT 40

ARTICLE 17 INSURANCE 41

ARTICLE 18 RESIDENT EDUCATOR PROGRAM 44

ARTICLE 19 STAFF REDUCTION 51

ARTICLE 20 MAINTENANCE OF STANDARDS 54

ARTICLE 21 PROVISIONS CONTRARY TO LAW 54

ARTICLE 22 TEACHING CONDITIONS 55

ARTICLE 23 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 55

ARTICLE 24 SUPPLEMENTAL CONTRACTS 57

Mon, 01/13/2025 04:30:00 PM SERB

ARTICLE 25 SALARY 60

ARTICLE 26 NEGOTIATION PROCEDURE 66

ARTICLE 27 NON-DISCRIMINATION 68

ARTICLE 28 MANAGEMENT RIGHTS 68

ARTICLE 29 EMPLOYMENT OF RETIREES 68

ARTICLE 30 DURATION AND RENEGOTIATIONS 69

APPENDIXES:

PERSONAL LEAVE FORM A-1

APPLICATION FOR PROFESSIONAL DAY A-2

WORKSHOP REIMBURSEMENT FORMS A-3

STATEMENT OF EXCUSED ABSENCE A-4

TRAVEL FORM (WITHIN DISTRICT) A-5

ASSOCIATION LEAVE FORM A-6

ASSOCIATION REIMBURSEMENT FORM A-7

GRIEVANCE REPORT FORM A-8

SICK LEAVE AND/OR PERSONAL LEAVE BUY A-9

BACK FORM A-10

INDIVIDUAL LIMITED CONTRACT – FORM A-11

INDIVIDUAL CONTINUING CONTRACT – FORM A-12

EXHIBITS:

TEACHER EVALUATION RUBRIC ..... Exhibit A

TEACHER WALKTHROUGH FORM ..... Exhibit B

PROFESSIONAL GROWTH PLAN ..... Exhibit C

IMPROVEMENT PLAN ..... Exhibit D

TEACHER SELF-ASSESSMENT SUMMARY TOOL ..... Exhibit E

Mon, 01/13/2025 04:30:00 PM SERB

HQSD STUDENT DATA VERIFICATION FORM .....Exhibit F

MEMORANDUM OF UNDERSTANDINGS:

ONLINE DAY PLAN RESOLUTION.....MU 1

COMPENSATION FOR CLASS COVERAGE .....MU 2

CREDIT UPON HIRE FOR PREVIOUS TEACHING SERVICE .....MU 3

COMPENSATION FOR DYSLEXIA PROFESSIONAL DEVELOPMENT .....MU 4

Mon, 01/13/2025 04:30:00 PM SERB

ARTICLE 1
ASSOCIATION RIGHTS

1.01 Recognition

The South Point Board of Education (hereafter referred to as the Board) recognizes the South Point Association of Classroom Teachers/OEA/NEA (hereafter referred to as the Association) as the sole and exclusive representative for the purpose of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code for all certified staff members employed by the Board in the employee bargaining unit as set forth below.

1.02 Definition of Bargaining Unit

Included in the bargaining unit are all certificated personnel employed by the Board as classroom teachers, counselors, librarians, and the school nurse. Excluded are superintendent, assistant superintendents, principals, assistant principals, and other administrative personnel as defined in Section 4117.01 (K) of the Ohio Revised Code and all non-certificated or management, or supervisory, or confidential personnel, as those terms are defined by the Ohio Collective Bargaining Law, and substitutes.

1.03 The District shall not hire an administrator or non-bargaining unit employee for the teaching, on a regular basis, of classes which are normally taught by bargaining unit members.

This restriction will not prohibit and does not apply to an administrative employee teaching or performing bargaining unit work on a limited or fill-in basis, which could include the teaching of one or two courses per day on a regular basis, filling in for teachers who are not able to be in their classes, and when a substitute is not practical and/or available for the performance of certain supervisory functions over children during limited periods during the day.

1.04 Exclusive Rights

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliated or parent organizations shall have the following rights:

A. The building representatives of the Association in each individual school will have the use of a bulletin board, designated for Association business.

B. Deduction of yearly dues and of fees shall be authorized for payroll deduction to the Treasurer for the following:

1. UEP (United Education Profession)

2. Departments of the Ohio Education Association as found on the yearly enrollment form.

3. Group Income Protection Insurance.

4. Savings (US Bank, WesBanco Bank, Desco)

5. Annuities (TSA) and retirement plans.

6. Credit Union.

7. Christmas Club (US Bank, WesBanco Bank, Desco).

8. Appropriate State income tax for bargaining unit members residing in contiguous states, if the employee submits the request in writing.

Payroll deductions should be continuous until revoked by the employee in writing and at the appropriate time. Authorization for payroll deductions for membership in the Association and affiliated organizations will be on an annual basis. The Association and the Treasurer of the Board will mutually establish the cutoff date for payroll deductions. The total amount of deduction will be prorated into not less than twelve (12) equal consecutive installments, effective with the pay period mutually agreed upon, in writing, as the starting period. The bargaining unit member's dues will be paid in full by the last pay in June. All association dues will be paid in full to the OEA by July 15.

Dues deduction shall be transmitted to the proper agency within forty (40) days after the deductions are made.

1. Changes in payroll deductions for items listed in 1.04, Section B 3-8 shall be authorized in writing by the employee during the open periods, which are the first full weeks of September, December, March, and June. Changes will take place the first paycheck of the following month.

C. Representatives of the Association may make announcements during school faculty meetings.

D. Representatives of the Association may make announcements on school public address systems.

E. The Association building representative will have permission to use individual school equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment in not otherwise in use. Association use of a school building will be permitted provided that: (1) request is made and use arranged for in advance; (2) all equipment will be checked as to condition by the building principal or his designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace, at prorated market value; (3) supplies in connection with such equipment used will be furnished or paid for by the Association.

F. The Association shall have the privilege to place organizational identification on its members' mailboxes.

Mon, 01/13/2025 04:30:00 PM SERB

G. The Association shall receive advance notification of all regular and emergency/special Board meetings and an advance copy of the agenda of each regular and emergency/special Board meeting if such is available. Such agenda shall be sent to the Association President by inter-school mail at the same time it is sent to the news media. Two (2) representatives of the Association shall be accorded the same seating privileges as the press at regularly scheduled or special meetings of the Board. A representative of the Association shall be permitted to address the Board during the hearing of the public during the Board meeting prior to the board's opening discussion to other representatives of the public. Minutes of Board meetings will be made available to the Association President upon request.

H. Names and addresses of newly employed certified staff members shall be provided to the Association following Board approval of their contract.

I. The Association shall have the right to participate in the initial planning and orientation meeting for new professional staff members.

J. The Association shall be serviced by the Board's regular daily inter-school mail pickup and delivery.

K. The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

L. The Superintendent will authorize up to fifteen (15) days with pay (Association Leave) per calendar year collectively to members elected or appointed to represent the Association. The Superintendent will authorize up to twelve (12) additional days, with pay for Association Leave per calendar year collectively to any employee elected or appointed as a statewide officer of the Association.

M. The President of the Association and/or a designee and/or the labor relations consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the President's or labor relations consultant's arrival at any school, the President and/or labor relations consultant shall advise the Principal or, in his absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied, but may be delayed only if the visit, at the time desired, will interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the building principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal, or in the Principal's absence, with the acting building administrator.

N. If negotiations meetings between the Board and the Association are scheduled during a school day, the members of the Association's negotiating team will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings.

Mon, 01/13/2025 04:30:00 PM SERB

O. The Association BR's may call meetings of Association members assigned to the building. Prior to scheduling or calling any such meeting, the Association BR shall advise the building principal of the meeting. No Association meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any professional staff member to be in attendance at the meeting without the prior approval of the building principal. Such approval shall not be unreasonably denied.

P. The Association President will not be assigned any extra duty in order to conduct the necessary Association business.

Q. If the United States Supreme Court's Janus decision is reversed in the future, the Fair Share Fee provisions contained in Article 1, Section Q, of the 2017-2020 contract will be reinstated without bargaining.

R. The Association will make available to all professional staff members a directory listing the names, addresses, phone numbers and job assignments on record of all employees of the Board, except employees who have specifically requested that they not be listed in this directory.

S. The Association will provide a copy of this contract to all professional staff members. Copies will be distributed by the Administration upon employment.

T. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

U. A bargaining unit member shall have the right to Association representation at any meeting he/she reasonably believes may result in an adverse personnel action.

V. The Association shall be given a copy of all current Board policies and procedures which affect members of the bargaining unit. The Association shall be given all additions and changes in such policies and procedures upon their passage by the Board.

1.05 Labor-Management Meetings

The representatives of the Administration shall meet at least once a month with the representatives of the Association, if requested by either party, at mutually convenient times, to discuss matters of mutual concern. Minutes of meetings shall be taken by the Association secretary and submitted to the Administration for approval. After approval, a copy of such minutes shall be returned by the Association to the Administration, with the Association President's signature. Minutes, indicated as approved, shall be considered the official minutes of the meeting.

Mon, 01/13/2025 04:30:00 PM SERB

1.06 Faculty Council

Within each school building there shall be a School Faculty Council consisting of professional staff members assigned to each school building. Such council shall have among its members the Association BR's. The building principal or his designee shall be a nonvoting member of the School Faculty Council. The size, additional membership, and chairperson of the Council will be decided by the faculty no later than September 30th of each school year at a meeting of all faculty assigned to the building principal. The first meeting of the Council must be scheduled by the chairperson by mid-October. The purpose of the Council will be to provide a vehicle for communication between the professional staff members and the administration of the school concerning matters unique to the school, which have not been made the subject of a grievance.
The Council will meet upon call of either the building principal or the chairperson, or of a majority of the professional staff members who are members of the School Faculty Council. All professional staff members will have the opportunity to place items on the agenda. The agenda will be distributed to the staff at least twenty-four (24) hours before any regular meeting. Minutes of all meetings will be distributed to the professional staff members following each meeting.
The Council may consider: (1) discussion of building policies and procedures; (2) building maintenance and cleanliness; (3) student discipline; (4) instruction\programs; and (5) other similar matters. Membership on the Faculty Council will neither be used to jeopardize a professional staff member's job security nor to adversely affect a professional staff member's evaluation or advancement.

1.07 Maintaining Membership

The individual member is responsible for maintaining their membership status in SPACT/OEA/NEA while on approved leave, RIF, suspension or during litigation.

ARTICLE 2
GRIEVANCE PROCEDURE

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher, group of teachers, or the bargaining agent and/or the interpretation, meaning, or application of the provisions of the negotiated agreement.

2.01 Definitions

A. The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, the bargaining agent itself acting on behalf of itself or for any member or group of members.

B. The term "day(s)," when used in this Article, shall be workdays, i.e. Monday through Friday, including the period for time when school is not in session.

Workday(s) shall not be considered holidays, spring/Christmas break, national holidays, or calamity days.

Mon, 01/13/2025 04:30:00 PM SERB

C. "Representation or representative", as provided for in this section shall be any member of the bargaining agent chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing.

2.02 Rights of the Grievant

A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the bargaining agent, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teacher organization other than the recognized bargaining agent.

B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal, except that it shall be subject to the right of the Association to be present at the settlement of all grievances and provided that the settlement is not inconsistent with the terms of this Agreement.

C. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this school district.

D. No grievance may be submitted to arbitration without the consent of the bargaining agent.

E. If a grievance appears to arise from the action of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II described herein.

F. Any grievance not settled at an informal level shall be reduced to writing on the Grievance Report Form included in the Appendix of this Agreement.

G. Any grievance may be dealt with by the grievant seeking redress with the immediate supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.

H. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.

I. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

J. All written grievance communications shall be hand-delivered or mailed, certified mail, return receipt requested.

Mon, 01/13/2025 04:30:00 PM SERB

2.03 Informal Step

If a grievant believes there is basis for a grievance, the grievant may first discuss the matter with an immediate supervisor in an effort to resolve the problem informally.

2.04 Step I

If the grievance is not resolved within five (5) days of such informal meetings, or if the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the Report Form and returning it to the aggrieved and the Association.

2.05 Step II

If the aggrieved is not satisfied with the disposition of the grievance in Step I, the grievant and/or the Association shall complete the Grievance Report Form, Step II, and submit the grievance to the Superintendent within five (5) days of receipt of the Step I response. The Superintendent and/or designated representative shall meet with the grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of the Grievance Report Form and forwarding it to the aggrieved. The Association shall be notified in writing of said disposition.

2.06 Step III

If the aggrieved is not satisfied with the suggestions for resolving the grievance received at Step II, he/she may, within five (5) days of receipt of the written response, make written request to the Superintendent for a hearing with the Board and the Association.

The meeting shall be held within fifteen (15) days of the request or the next scheduled Board meeting.

Within five (5) days of the meeting, the President of the Board shall provide the aggrieved with a written response stating the position of the Board and the suggestions for resolving the grievance with a copy being sent to the Association.

2.07 Step IV

If the aggrieved, with concurrence of the Association, is not satisfied with the disposition of the grievance at Step III, it may within ten (10) days of receipt of the Board's disposition submit the grievance to arbitration by the Federal Mediation and Conciliation Services (FMCS) or Arbitration Mediation Services (AMS) or whose rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete the terms of this negotiated Agreement.

If the grievance is not satisfactorily settled in Step III, the Union may submit the grievance to arbitration. A request for arbitration must be made within ten (10) calendar days following the date the grievance was answered in Step III by submitting a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS), and sending a copy of such request to the Superintendent.

Upon receipt of the arbitrators' list, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternative strike method and a flip of the coin shall determine which party shall strike last from the list.

Either party shall have the option to reject the list of names provided by FMCS or AMS and request a second list.

The arbitrator shall have all power and remedies within lawful statutes to render an award, which shall be final and binding on both parties. In cases where the arbitrability of an issue is questioned, the matter arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue.

The cost for the services of the arbitrator shall be borne by the losing party.

2.08 All grievances shall be filed within twenty-five (25) days of the date that the grievant knew or should have known that a violation occurred.

If the Association provides written notice to the Superintendent that it intends to submit a potential grievance matter to the Labor-Management Council, the timelines shall be waived automatically and the Association shall have an additional five (5) days following the actual Labor-Management Council meeting in which to formally file the grievance if discussion and any necessary action at the Labor Management Council does not result in a resolution that is satisfactory to the Association. The parties may mutually agree to further extend the filing timelines.

2.09 If such disposition is not timely filed by an administrator at any Step, the grievance shall be considered denied and the grievant shall automatically proceed to the next step.

ARTICLE 3
EVALUATION PROCEDURE

This Article will comply with Ohio Revised Code Sections 3319.11, 3319.111 and 3319.112.

Teachers required to be evaluated under the Ohio Teacher Evaluation System ("OTES") shall be evaluated in accordance with the Board's Standards Based Teacher Evaluation Policy, the State Board of Education's standards-based Ohio Teacher Evaluation System Framework (OTES 2.0), and ODE's OTES 2.0 Model (except as modified for the 2021-2022 school year by emergency legislation passed by the General Assembly). Unit members who are not required to be evaluated under the OTES 2.0 standards-based framework will be evaluated using a similar standards-

based framework, including a final rating of "Accomplished," "Skilled," "Developing," or "Ineffective." School counselors will be evaluated in accordance with the state standards-based framework and the Board's Standards Based School
Counselor Evaluation Policy.

OTES 2.0 shall be implemented in fall 2021, in accordance with this article, except that HQSD shall not be used until fall 2022 in accordance with House Bill 404. In addition, for the 2021-2022 school year, the administration will not use value-added data, any other metric used to evaluate positive student outcomes, or any other student academic growth data to measure student learning attributable to a teacher as part of a performance evaluation under this article. Per House Bill 404, the administration may, however, consider as part of a teacher's evaluation how that teacher collects, analyzes, and uses student data, including student academic growth data or positive student outcomes data, to adapt instruction to meet individual student needs or to improve the teacher's practice.

3.01 Purpose

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

A. Assess a teacher's performance.

B. Help the bargaining unit member achieve greater effectiveness in performance of the work assignment and encourage the development and retention of quality teachers.

C. Provide quality education for the students of the South Point Local School District through the enhancement of the professional growth of teachers.

D. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

E. Inform data driven instruction

3.02 Personnel

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Chapter 3319 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under former section 3319.222 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

3. Other bargaining unit members (e.g. librarians, counselors, school nurse) who do not meet any of the criteria in 1-2 above will continue to be

evaluated under the current evaluation tool until a new form has been approved by ODE and ratified by the Association and the Board.

4. The board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

   a. The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the board.

   b. The teacher has submitted notice of retirement, and that notice has been accepted by the board by December 1 of the school year.

   c. Is participating in the teacher residency program established by Ohio Rev. Code §3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators.

B. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators employed by SPLSD.

1. Each teacher evaluation conducted under this policy shall be conducted by a person:

   1) who is eligible to be an evaluator in accordance with ORC 3319.111 (D) (1) and (2); and

   2) who holds a credential established by ODE for being an evaluator.

2. The evaluator shall not be a bargaining unit member. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

3. Except in the case of an accomplished or skilled teacher, evaluation of an employee shall be conducted by the employee's immediate supervisor and/or an administrator designated by the superintendent due to the extended illness or leave of the employee's immediate supervisor.

4. Teachers with ratings of Accomplished may choose a credentialed evaluator in their building from the approved list. Teachers with ratings of Skilled may have input on the selection of their credentialed evaluator in their building from the approved list for the evaluation cycle.

5. When a teacher’s evaluator is assigned, the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day of work. When an accomplished teacher chooses a credentialed evaluator as defined by this

Mon, 01/13/2025 04:30:00 PM SERB

section, the teacher shall notify the Superintendent or designee of the selection no later than September 30.

6. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator, but the other administrator(s) may provide input to the evaluating administrator.

7. The teacher may request to be assigned a new evaluator if there are any personal relationships or has any past professional issues, any documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation. The Superintendent will respond to the request.

3.03 Evaluation Timeline

A District administrator shall conduct an evaluation of each teacher subject to this policy at least annually.

A. Each evaluation shall include:

1. Two (2) cycles of formal observations of at least thirty (30) minutes each, the first being a Formal Holistic Observation and the second being a Formal Focused Observation, with an emphasis on identified focus area(s), except that the focused observation may occur first in the case of a teacher on an improvement plan; and

2. Periodic classroom walkthroughs by the evaluator, with an emphasis on identified focus area(s).

Two formal observations shall be announced, and all walkthroughs shall be unannounced.

B. Evaluators shall use the state-approved Teacher Performance Evaluation Rubric OTES 2.0 (Exhibit A) and Walkthrough/Informal Observations Form (Exhibit B), which are aligned with the *Ohio Standards for the Teaching Profession*. Forms used for evaluation, including PGP and Improvement Plan, will be attached as an Appendix to the contract.

C. The evaluator will hold a pre-conference meeting, with the teacher to be evaluated, no less than three teacher workdays prior to the formal observation to discuss expectations. In addition, the evaluator will hold a post conference meeting with the teacher, no later than twenty in-person teacher work days after the observation, to allow him/her the opportunity to provide evidence to augment his/her observation.

Mon, 01/13/2025 04:30:00 PM SERB

D. Each completed evaluation cycle will result in the assignment of a Final Holistic, rating of "Accomplished," "Skilled," "Developing," or "Ineffective." A teacher's Final Holistic Rating will be based on the holistic review of all Evaluation Factors, including the walkthrough(s), observation(s), and other components required by Ohio Revised Code to be used in the teacher evaluation procedure and/or referenced in the State Board of Education's OTES 2.0 Framework.

Teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May. The evaluator will hold one summative conference with the teacher to review the completed evaluation.

E. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for non-renewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

F. The Board may elect to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted once every three years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Less frequent evaluations must include two walkthroughs and one conference.

G. The Board may elect to evaluate a teacher receiving a rating of skilled every two years as long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Less frequent evaluations must include two walkthroughs and one conference. Any evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

3.04 High Quality Student Data (HQSD)

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students.

HQSD is defined as information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

A. Each evaluation shall contain two (2) measures of HQSD to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD

Mon, 01/13/2025 04:30:00 PM SERB

shall include the value-added progress dimension as one (1) source of HQSD and the teacher shall use other measure of HQSD to demonstrate student learning. Types of HQSD also include assessments provided by national testing vendors and approved for use in Ohio, and District-determined measures of high-quality student data other than value-added and vendor assessments.

B. If there are multiple vendor assessments applicable to a course of instruction, the teacher may choose the assessment to be used in his/her classroom from ODE's list of approved assessments. For courses of instruction in which neither value-added data nor ODE-approved assessments are available, each teacher or group of teachers shall submit a proposed measure of HQSD to the OTES 2.0 Committee (former SLO committee), which must rigorously review each measure to ensure that it meets the criteria established by ODE.

C. HQSD measures must be submitted on or before October 1. Any HQSD measure rejected by the District OTES 2.0 committee shall be returned to the teacher/group with specific designation of deficiencies by October 17. The teacher/group must resubmit a corrected or a differently selected measure of HQSD within ten (10) school days after October 17.

D. The OTES 2.0 Committee will be composed of one administrator and one teacher from each school building, with teachers being appointed by SPACT. Members of the committee shall be trained in HQSD.

E. HQSD may be used as evidence in any component of the evaluation where applicable. All measures of HQSD must adhere to the relevant criteria established by ODE.

F. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

G. "Value-Added" refers to the value-added measure provided by ODE.

3.05 Professional Growth and Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the evaluation and aligned to any existing school district or building improvement plan. Teachers may solicit assistance from their evaluator in aligning the PGP to any existing school district or building improvement plan.

A. Teachers with a final holistic rating of accomplished will develop a self-directed professional growth plan.

B. Teachers with a final holistic rating of skilled and those who are new to the District or the profession will develop a professional growth plan jointly with their credentialed evaluator.

Mon, 01/13/2025 04:30:00 PM SERB

C. Teachers with a final holistic rating of developing will develop a professional growth plan that is guided by the assigned credentialed evaluator.

D. Teachers with a final holistic rating of ineffective will be placed on an improvement plan developed by their assigned credentialed evaluator. The improvement plan must be based on the results of the evaluation and aligned to any school district or building improvement plan required for the district or building under federal law.

E. Professional Growth Plans shall be completed by October 1 each year. Each PGP must contain no more than two (2) goals. Improvement Plans will identify specific area(s) for improvement aligned to the Ohio Standards for the Teaching Profession, the level of performance the teacher is expected to reach, and a reasonable time frame to correct the deficiencies. The evaluator will also attempt to identify additional education or professional development that may assist the teacher to improve in the identified areas(s).

3.06 Professional Development

The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.

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

3.07 Fair Treatment

A. The reason(s) for nonrenewal of a teacher's contract shall be based on the formal evaluation of the teacher's ability as set forth in the evaluation procedure in the Ohio Revised Code. Such reasons will be given to the teacher in writing ten (10) work days prior to any Board action on the teacher's contract.

B. The administration will fully inform all teachers of any evaluation procedures, criteria, and instruments which subsequently shall be used in their evaluation.

C. All alleged misinterpretations or misapplications of the evaluation procedure may be submitted to the grievance procedure by the teacher and/or the Association. If it is determined through the grievance procedure that the evaluation procedure has been violated in any way or that the teacher is being nonrenewed without just cause, the teacher will be deemed reemployed pursuant to the contract sequence article.

Mon, 01/13/2025 04:30:00 PM SERB

ARTICLE 4
PERSONNEL FILES

4.01 The Board agrees that the Superintendent shall maintain the only official personnel file system. The Administration shall be responsible for developing necessary and reasonable rules regarding office employees' access to the system, proper placement of material, and the security of the system in accordance with the provisions of this Article. The Administration shall inform all office employees who may work with this system of all maintenance rules. Further, the Administration shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, completeness, and in accord with this Article. The file regarding any teacher who is going to be non-renewed, or regarding any action against a teacher regarding contracts, the file shall be current and in the Administrative Offices by April 1. All other materials for the personnel files shall be in the employee's files by June 15.

4.02 The purpose of this system is to serve as a repository of records that are necessary and relevant to the individual teacher's employment and professional responsibilities.

4.03 Access to the personnel file of an individual will be limited to the following: the Teacher, the Superintendent, the Treasurer, the individual teacher's immediate principal or supervisor, and in the case of a transfer, the principal or immediate supervisor for that position.

The personnel file shall be considered confidential; however, the Board shall comply with Ohio Revised Code 149.43. When any individual(s) or agency(ies) or organization(s) makes a request regarding a bargaining unit employee(s) under ORC 149.43, the Board shall assure each of the following conditions:

A. The Board shall immediately issue a written notice to the employee that a request for his/her personnel records has been made. The notice shall contain the name(s) of the individual(s), agency(ies), or organization(s) making the request, the date the request was made, and the specifics of the request. The notice shall include the date and time that the Board shall make the file available to the requesting party, and the employee shall have the right to be present. The employee shall have the right to be accompanied by union representatives. At least three working days notice shall be given to the employee before access to his/her file shall be granted.

B. The Board shall prepare a full set of all documents copied by the party inspecting the employee's files and shall immediately provide, at no cost to the employee, the full set of documents to the employee.

C. At no time shall the Board allow inspection of, or copying, of any medical records, social security numbers, home addresses, trial preparation materials, or other kinds of information specifically protected by statute.

4.04 The teacher shall have access to all personnel information contained in the system within two (2) work days of request. There shall be no charge for access to the system.

Expect for the Superintendent and the Treasurer, all persons viewing the files shall initial and date each file each time the file is examined.

4.05 Upon request by the teacher, the Administration shall:

A. Inform of the existence of any personal information in the system.

B. Permit the member and his/her attorney to inspect all personal information contained in the system.

C. Inform the teacher regarding the types of uses made of the information, including the identity of users of the information.

D. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file.

E. Upon written approval of the member, grant access to the member's attorney or other representative.

F. Furnish the member with a copy of any information contained in the system.

4.06 The teacher shall have the right to read all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and date on the material. The signing of the material does not indicate that the teacher agrees with the content of the document; furthermore, the teacher shall have the right to respond, in writing, to any material that is to be placed in the system. Said response shall be attached to and shall become part of the document that is to be placed in the system. The response shall be included should disbursal of the original document be made.

4.07 No parent complaints will be placed in the personnel file of a teacher unless:

A. The allegation is in writing and is signed by the parent.

B. A conference was held including the parent, teacher, and the principal or immediate supervisor.

C. The results or findings of the aforementioned conference have been reduced to writing by the immediate supervisor and approved, in writing, by the teacher. Said results of findings shall be attached to the complaint.

4.08 No anonymous letters or material will be placed in the system.

4.09 No material defamatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file.

4.10 The teacher shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the system. The Board must make an immediate

Mon, 01/13/2025 04:30:00 PM SERB

investigation as to the appropriateness of the disputed information and immediately notify the teacher of the results of the investigation and the action to be taken. The Board shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate, upon request of the employee. If the teacher is not satisfied with the results of the investigation and the action to be taken, Step IV (Arbitration) of the Grievance Procedure may be utilized to resolve the dispute.

4.11 Any written record of reprimand or disciplinary action shall be removed from the employee's personnel file after a twenty-four (24) month period, so long as no subsequent disciplinary action has occurred for the same or similar circumstances within the twenty-four (24) month period.

ARTICLE 5
PROFESSIONAL AND ACADEMIC FREEDOM

5.01 A professional staff seeks to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere, which is relatively free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

5.02 Academic freedom will be guaranteed to members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The member is responsible for exercising his/her judgment in selecting for discussion those relevant issues, which they may deem to be of value to the maturity and understanding of the students involved. Teachers will be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content. In performing their teaching functions, teachers will be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content.

5.03 Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed.

5.04 The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly prevent the teacher from properly performing their assigned functions during the workday.

5.05 Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not violative of law.

Mon, 01/13/2025 04:30:00 PM SERB

ARTICLE 6
COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

6.01 Communication between the community and the school ideally should be such that most complaints may be resolved through personal conference at the school level. Whenever a complaint, whether orally or written, is made by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, service, or character, the teacher shall be immediately informed of the complaint. The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s), and the principal shall attempt to resolve the complaint(s). If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action only by submitting a complaint against a teacher, which must be submitted in writing and signed by the complainant, to the principal of the school. The principal shall give a copy to the teacher. Likewise, the teacher may request, in writing, to the principal, that such a written complaint must be filed or the matter shall be considered closed. The principal shall give a copy to the parent.

6.02 Further action concerning the complaint shall be initiated by the following procedure:

A. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

B. If it is not resolved at that level, it may be appealed to the Superintendent.

C. If it is still unresolved, it may be appealed to the Board.

6.03 In each of the steps above, a teacher may request, and be accompanied by counsel and/or representative of his choosing. Any conference regarding such complaints shall be private.

6.04 The Administration will assure that all discipline directed to a teacher will be done in a private setting; a bargaining unit member is given an opportunity to have union representation present during this conference. This language does not apply to personal improvement plans.

ARTICLE 7
MEMBER CONTRACT

7.01 The member contract and notification of appointment will be issued to members no later than August 1. Said contract will contain the following information:

A. Name of member.

B. Type of contract (limited, continuing, or annual notice of salary).

C. School year.

Mon, 01/13/2025 04:30:00 PM SERB

D. Statement of salary classification.

E. Contract notations.

7.02 The following clause will appear in all individual contracts: "The Master Contract negotiated between the Association and Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided by law."

7.03 Limited contracts shall be issued in the following sequence:

A. A one (1) year contract upon initial employment.

B. Upon completion of the initial one (1) year contract, the employee shall be given an additional one (1) year contract.

C. Upon completion of the second one (1) year contract, the employee shall be given a two (2) year contract.

D. Upon completion of the two (2) year contract, the employee shall be given a three (3) year contract.

E. Upon completion of the three (3) year contract, the employee shall be given a five (5) year contract. Every subsequent limited contract shall be of five (5) years' duration.

Teachers who qualify for tenure before the expiration of their limited contract will be granted tenure for the next succeeding school year.

7.04 A contract notice will be issued to members after appointment by the Board. Said contract notice will contain the following information:

A. Name and school.

B. Certification assignment.

C. Period of assignment.

7.05 One-Year Contract: for Teachers replacing Teachers on: [15.03 Sabbatical Leave, 15.04 Pregnancy and Maternity Leave, 15.06 Military Leave, 15.08 Leave of Absence, or 15.09 Unpaid Disability Leave/After Exhaustion of Sick Leave.]

A. Prior to being employed by the Board, the Certificated/Licensed person, the employee shall be informed that the limited contract is for one year. A signed copy of their limited contract will be given to the president of S.P.A.C.T. as verification to the status of the employee.

B. This provision of issuing these types of limited contracts shall only apply to individuals who are hired to replace an employee on a Sabbatical Leave (15.03),

Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09).

C. A certificated/licensed person being hired to replace a teacher on an approved Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09) shall be given a one (1) year limited contract. This contract shall state that it is for one year and shall expire at the end of the school year in which the one year limited contract was issued.

D. The Board of Education shall cause a notice to be sent to the employee prior to April 30 of that school year informing the employee it is the intent of the Board to allow the limited contract to expire without Board action to non-renew.

E. The employee and Association agree this provision shall supersede and replace Ohio revised code 3319.11 and 3319.111 and contract language in regards to the Board's obligation to take final action on the limited contract of the employee.

F. Neither the employee nor the Association shall challenge the Board's decision to allow the contract to expire. The only challenge that can be made is if the Board fails to notify the employee on or before April 30.

G. The following language will be included on the employee's contract.
"*This limited contract shall expire at the end of the designated school year without the Board of Education taking action to non-renew. The Association and the employee understand this contract is for one year. The contract is issued due to an employee being on an approved Sabbatical Leave (15.03), Pregnancy Disability and Maternity Leave (15.04), Military Leave (15.06), Leave of Absence (15.08), or Unpaid Disability Leave/After Exhaustion of Sick Leave (15.09). The Board has no obligation to provide reasons nor can the employee or Association challenge the decision of the Board.*"

ARTICLE 8
CONTRACT YEAR

8.01 The regular contract year for a member of the bargaining unit shall be no more than one hundred eighty-two (182) days and shall consist of the following:

A. One hundred seventy-eight (178) days when students are in attendance, two (2) parent-teacher conference days, and two (2) teacher in-service days.

B. Teachers will not be required to work the following days:

- Labor Day
- Election Day (November)
- Thanksgiving and the day following
- Christmas

Mon, 01/13/2025 04:30:00 PM SERB

- New Year's
- Martin Luther King Day
- Easter (Good Friday)

8.02 The procedures prior to the adoption of the annual school calendar by the Board of Education shall be as follows: The Superintendent shall present the proposed school calendar to the President of the South Point Association of Classroom Teachers at least 15 working days prior to consideration and adoption by the Board of Education. The proposed calendar shall be returned to the Superintendent within 10 working days along with the comments and recommendations of the Association. All comments and recommendations shall be included with the Superintendent's final recommendation to the Board of Education. It is understood that the Board of Education has the final responsibility and authority in the adoption of a school calendar.

8.03 The Board adopted calendar shall contain all school days, in-service days, and parent-teacher conference days. Faculty meetings and committees served by teachers on a voluntary basis shall be determined at each building with notice of such meetings given at least two weeks prior to each meeting.

8.04 The middle school and high school guidance counselors shall receive twenty work days of extended service beyond the 182-day contract year.

ARTICLE 9
CONTRACT DAY

[The changes in this Article will go into effect January 1, 2022.] This Article shall not apply to preschool teachers employed by the District, who will continue to work their modified schedule. If all buildings meet minimum hours of instruction for students at the end of the school year, then there will be a half-day early dismissal on the last day of the school year.

9.01 Elementary (Grades K-5)

A. Student's day for elementary shall be 390 minutes.

B. Student's day for grades K-3 shall be 390 minutes, which must include at least one (1) recess period of fifteen (15) minutes per day.[3/]

C. Teacher's day in K – 5 schools shall consist of no more than 420 minutes scheduled as follows:

1. 315 minutes – student contact time.[1/2/]

2. 30 minutes – duty free lunch.

3. 15 minutes – before school.

4. 15 minutes – after school.

5. K – 5 teachers shall be granted forty-five (45) minutes of uninterrupted planning time per day for a total of no less than two hundred twenty-five (225) minutes per week.[2/]

9.02 High School and Middle School (Grades 6-12)

A. Student's day for high school and middle school shall be 420 minutes which includes:

1. 356 minutes – class time for high school and middle school, which includes movement between classes and homeroom duty time.

2. 41 minutes – lunch.

3. No more than five (5) minutes prior to the bell for start of first period, a bell will signal release of students from gym/cafeteria.

B. Teacher's day in the high school and middle school will consist of no more than 420 continuous minutes scheduled as follows:

1. 311 minutes – student contact time.[1/2/]

2. 41 minutes – duty free lunch (HS).

3. 18 minutes – before school.

4. 5 minutes – after school.

5. High School and Middle school teachers shall be granted forty-five (45) minutes of uninterrupted planning time per day for a total of no less than two hundred twenty-five (225) minutes per week.[2/]

9.03 In elementary, middle school, and high school, all teachers should share on an equitable basis the responsibility for student supervision during those times which fall within the teacher's day.

9.04 Teachers may be required to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other professional meetings of not more than sixty (60) minutes' duration. All such meetings will begin no later than fifteen (15) minutes after student dismissal time.

9.05 Teacher's preparation periods will not be used as meetings in developing a handicapped child's Individual Educational Program (IEP) or substitute for an absent teacher. If it becomes necessary for a teacher to attend IEP meetings outside the contract day as defined in 9.01 and 9.02 of this Article or substitute for absent teachers, the teachers will be compensated for such time at the rate of thirty-five dollars ($35) on each day that this occurs. No bargaining unit member shall receive more than thirty-five dollars ($35) per day for loss of preparation periods.

Mon, 01/13/2025 04:30:00 PM SERB

9.06 Any teacher assigned by his/her immediate supervisor to assume the responsibility for another teacher's students in addition to the students normally assigned to the teacher at that time shall be compensated for such time in accordance with Section 9.05 (with a maximum cap of thirty-five dollars ($35) for each day as set forth in Section 9.05), except in an unanticipated or emergency absence.

9.07 The parties agree that the provision of the duty-free 30 minute lunch period is interpreted as meaning the teachers are on their time during lunch, and are free to leave school premises during this 30 minute period and that the Board and District has no liability for workers compensation or other liability for teachers off the premises during this lunch period. Personnel leaving the premises must sign out when leaving and sign in upon returning, or notify the school office when leaving or returning, depending on the past practice in each school. An employee off the school properties on school related business shall not be subject to the provisions of this section.

9.08 Community involvement activities outside the school day are voluntary.

9.09 Footnotes

[1]/ Student contact: that period of time during the student day in which a teacher has assigned responsibility for a student and/or students and including movement between classes.

[2]/ Within the student day and during a full week of school, teachers will be provided individual planning time at the equivalent of five (5) planning periods per week.

[3]/ This recess may be unstructured and outdoors as weather permits.

ARTICLE 10
CLASS SIZE

10.01 The ratio of teachers to pupils on a district-wide basis shall be in accordance with the State Minimum Standards.

ARTICLE 11
TRANSFERS AND REASSIGNMENTS

11.01 Definitions

A. A transfer shall be defined as a change in job assignment from one building to another building within the District.

B. A reassignment shall be defined as a change in job assignment within a building, including changes in grade level and/or subject area.

Mon, 01/13/2025 04:30:00 PM SERB

11.02 Voluntary Teacher Transfer and/or Reassignment

A. Members, who for various reasons, wish to transfer to another building and/or be reassigned to another department and/or grade level, will be eligible to request, and be considered for, such move after putting the dated request in writing and submitting the request to the Principal (for reassignment) or the Superintendent (for transfer to another building.)

B. Members requesting transfers will not be limited to a minimum number of applicants, but offer and acceptance will automatically not eliminate those interested from further consideration for the current year. Members may revoke any or all requests prior to time to transfer execution. Such a request will be kept active indefinitely until the member removes it or the member receives the position.

C. No new member will receive a specific position assignment until all transfer requests have been reviewed and considered. All transfer requests will have been reviewed and considered by June 1.

11.03 Involuntary Transfer (Principal and Administration Initiated)

Involuntary transfer refers to administration-initiated transfers, which the member declines. Said member is to be treated as follows:

A. The principal will identify any problem and discuss such problem with the member involved.

B. Constructive steps to resolve the problem must be taken.

C. Within four (4) weeks after problem identification, a second conference between the member and the principal must be held for purposes of re-appraising the situation.

D. If progress toward overcoming the problem is not satisfactory, the principal may request the advice and/or participation of the School Faculty Council in further resolving the problem. Every reasonable attempt to remedy the problem will be made.

E. The concerned member will be granted an interview with the designated officer, who will reduce to writing the reasons for transfer and date-sign it.

F. If transfer is to be made during the course of the school year, the concerned member will be notified in writing thirty (30) days prior to the anticipated date of the transfer.

G. If a transfer is to be made between school years, the concerned member will be informed in writing by April 30, and, if suitable openings exist, will be transferred by June 15.

H. The member has the right to file a grievance if they do not agree with the reasons for the transfer, and said transfer cannot be executed either temporarily or permanently before the grievance is settled in all finality.

I. At any step previously mentioned, the member will have the right to representation and/or counsel.

J. Members subject to involuntary transfer will be offered a choice of available assignments for which they qualify at the time the assignment is made.

11.04 Posting of Jobs

The Board of Education agrees to make available through the office of the Superintendent or the office of the Treasurer, notification of all job openings for vacated positions, newly created positions, and openings for all positions whether created or vacated. All jobs will be posted for five (5) working days. During the summer, postings will be sent via e-mail.

All job postings shall include the following information:

A. position title

B. subject area and grade level

C. licensing/certification requirement

D. title of immediate supervisor

E. the location of the vacancy (building)

F. date of posting and last date to apply for position

11.05 No Board action shall be required on any member's request for reassignment.

11.06 In the event of summer reassignment, the bargaining unit member shall be provided notice by August 1 except when impracticable. If a decrease in enrollment or an emergency situation necessitates a reassignment during the school year, no prior notification shall be required.

11.07 Any bargaining unit member denied a request for voluntary transfer or voluntary reassignment may request a conference with the principal at which time the employee shall be given specific reasons for the transfer or reassignment denial. If the employee is not satisfied with or does not believe the rationale is appropriate he/she may immediately request and shall be provided a conference with the superintendent to discuss the denial, the reasons for the denial and/or to request action by the superintendent to grant the transfer or reassignment. If the employee is not satisfied with the results of the meeting with the superintendent he/she shall have the right to file a Level III grievance within twenty-five (25) workdays of the conference with the

Mon, 01/13/2025 04:30:00 PM SERB

superintendent and the grievance shall proceed from that point in accordance with Article 2 Grievance Procedure.

ARTICLE 12
SUBSTITUTES

12.01 No substitute teacher will be utilized to evaluate other teachers.

12.02 Substitute teachers shall, when possible, be hired whenever a classroom teacher is absent.

12.03 The Board shall provide substitute teachers for the supervision of special classes during the time(s) the teachers regularly scheduled for these classes are preparing IEP's or testing for IEP's at the rate of one (1) day for every four students. In the fall and spring teachers will receive one (1) additional day to finish IEP's. Additional time will be provided for late enrollees or additional referrals on an as needed basis.

ARTICLE 13
STUDENT TEACHER SUPERVISION

13.01 The Association shall cooperate with the training experience of potential teachers, commonly referred to as "student teaching", in accordance with the provisions herein stated.

13.02 The Board shall accept student teachers from teacher training institutions willing to agree to the following provisions of this policy.

13.03 Administrative Guidelines

A. The Superintendent of Schools shall be the Board designated representative in establishing all arrangements for student teachers from cooperating institutions in accordance with the provisions of this policy.

B. The number, placement, and period of time in which student teachers shall be assigned to the school district shall be determined prior to acceptance of any student teachers from a teacher training institution.

C. Student teachers shall be expected to abide by all Board policies.

D. Violation of Board policy and reasonable rules and regulations of administrative procedure shall be reason for termination of a training experience for a student teacher.

E. Financial remuneration, chits, or other form of compensation for student teacher placement in the district provided for by the teacher training institution shall be determined between the Superintendent, Association, and each teacher training

Mon, 01/13/2025 04:30:00 PM SERB

institution in advance of placement of student teachers in the South Point Local School District.

F. No discrimination shall be employed related to student teachers by the teacher training institution or the South Point Local School District related to sex, color, or religion.

G. Objectives of the teacher training institutions for the student teacher program shall be on file with the Superintendent of the South Point Local School District prior to placement of any student teacher in the South Point Local School District.

H. Objectives may be added for student teachers by the Administration of the South Point Local School District or cooperating teachers in the system.

I. Provisions shall be made for periodic program evaluations of student teachers including input from the local cooperating teacher with the training institution.

J. Student teachers assigned to the South Point Local School District shall be completely assigned for the designated period of time with no additional classroom assignments at the teacher training institution during the normal school day.

K. A written memorandum of understanding shall be signed by the Superintendent of the South Point School District and the teacher training institution to the policy governing student teacher supervision.

13.04 Cooperating Teacher Guidelines

A. Cooperating teachers shall be full-time teachers employed in the South Point Local School District.

B. Cooperating teachers shall have a minimum of three (3) years teaching experience, of which at least two (2) shall be in the South Point School District, and shall possess a Bachelor's Degree and regular certification/license from the State Department of Education in the field for which they are teaching and in which area they will be cooperating with a student teacher.

C. Exceptions can be made by the Administration of the South Point School District for new teachers to the district who have been previous cooperating teachers or who have accumulated additional years of teaching experience outside the South Point School District.

D. Teachers with a Master's Degree in their teaching field and one (1) year of teaching experience can also be considered as a cooperating teacher.

Mon, 01/13/2025 04:30:00 PM SERB

E. Prior to acceptance of student teachers, the faculty of any given building will be notified of availability of student teachers and shall have an opportunity to participate as a cooperating teacher if deemed eligible.

F. All members of the instructional staff of the South Point Local School District eligible to act as a cooperating teacher shall be encouraged to participate periodically in this program as a means of promoting and improving the educational profession.

G. A cooperating teacher shall be assigned no more than one (1) student teacher at any given period during the school year, and no more than two (2) student teachers in one school year.

13.05 Student Teacher Guidelines

A. A student teacher shall be assigned to one (1) cooperating teacher.

B. A student teacher shall observe classroom procedures and techniques as determined by the cooperating teacher and directives of the teacher training institutions before performing actual teaching duties.

C. Student teachers will not be at school during a work stoppage.

D. Student teachers shall be responsible to the cooperating teacher, the building principal, and such persons as designated by the Superintendent of the South Point School District.

E. Student teachers shall be responsible to abide by the information and policies as set forth.

ARTICLE 14
STUDENT DISCIPLINE AND TEACHER PROTECTION

Exceptions to the provisions of this Article shall be made as necessary to comply with state and federal law, including the requirements of the IDEA and Section 504 of the Rehabilitation Act governing students with disabilities.

14.01 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said student.

14.02 A teacher may exclude a student from one class if the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the

continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be returned to class until consultation by the principal with the teacher.

14.03 The Board, in conjunction with the Association, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.

14.04 No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

14.05 Persons employed or engaged as teachers, principals, or administrators in a school, whether public or private, may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or with the control of the pupil, for the purpose of self-defense, or for the protection of persons or property.

14.06 The Board shall be responsible to make every reasonable effort to maintain conditions of employment that are free of hazards and weapons that are causing or likely to cause accident, injury or illness to employees. The Board shall make it unlawful for any student to have or use on any school property any weapon, including but not limited to knives, razors, ice picks, firearms, etc.

A. The Board shall have any student who has any such weapon in his or her possession or in a desk or locker arrested and charges will be filed against the student in either the juvenile court, South Point Village Police Department or the Sheriff's Department.

B. A student at school or attending a school sponsored event having a weapon (as defined above) in his or her possession will be referred to the administration for appropriate action, which may include suspension or expulsion.

C. Any teacher who is threatened or inflicted with any injury to self or another will immediately refer the student(s) to the superintendent for appropriate action, which may include suspension or expulsions.

D. There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for referring any students to the administration for action due to weapons possession, threats or actual usage.

14.07 If a teacher refers a student to the administration/office for a reasonable infraction of the student handbook, the administration will follow the board-approved student handbook if issuing discipline to a student, as permitted by law.

Mon, 01/13/2025 04:30:00 PM SERB

ARTICLE 15
LEAVES

15.01 Sick Leave

A. Each full time certified employee will receive fifteen (15) days sick leave per year at the rate of 1 $^1/_4$ days per month for twelve (12) months.

B. Each part-time employee will receive 1 $^1/_4$ days sick leave for each completed month or fraction thereof of service.

C. First year employees will be granted five (5) days of sick leave credit with the effective date of their first contract, with the advanced days to be removed from such teacher's later accumulated sick days. After one (1) year of service has elapsed, they will be entitled to receive 1 $^1/_4$ days for each additional month of service for a maximum of fifteen (15) days per year after the first year.

D. Maximum accumulation of sick leave days shall be 375 days.

E. New employees will receive credit for sick leave and years of experience accumulated in another public school district or public agency in Ohio. It will be the responsibility of the new employee to supply the Treasurer with certified accumulated sick leave and years of experience from the former employer.

F. Sick leave days may be used to cover absence for personal illness, injury, exposure to contagious disease which could be communicated to other employees, and for illness or death in the immediate family.

Use of sick leave due to death in the immediate family shall be reasonable according to the particular circumstances of the employee. (Consideration shall be given to location of the funeral, relationship of employee with the deceased, family assistance that is necessary, and other similar circumstances.)

G. Employee's immediate family for this policy shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren or other persons who have assumed a similar position regardless of residence.

H. Teachers granted such leave shall be replaced by a substitute according to the Board-adopted policy.

I. The Board will pay a bargaining unit member at the rate of substitute pay +$15 for any unused sick leave day, up to a maximum of the 15 days earned each year. The bargaining unit member must have and maintain a 150-day sick leave balance minimum before he/she can sell back-unused sick leave days. If the bargaining unit member has and maintains a 150-day sick leave balance minimum, he/she has the option of adding the unused sick leave days to his/her accumulation or accepting the buy-out option.

Mon, 01/13/2025 04:30:00 PM SERB

J. If a bargaining unit member has not reached the maximum accumulation of sick leave days allowed by this agreement, the member will add the unused sick leave days to his/her accumulation.

K. It will be the treasurer's office responsibility to provide forms by the end of April for the bargaining unit member to fill out indicating what they want done with unused sick leave and/or personal days for the school year. Payment will be made with the first paycheck in July, unless a teacher is retiring and then it will be paid with his/her final check.

L. Bargaining unit employees may voluntarily donate sick leave days from their individual accumulation to another bargaining unit employee who has suffered a severe personal medical hardship (catastrophic illness, serious accident or serious long-term illness of the bargaining unit employee) and is in need of additional days to meet pay periods or disability approval.

M. The employee who has suffered the medical hardship shall notify the Association President of his/her desire to request sick leave day donation. Upon such notice, and if the request is due to a reason as defined above and confirmation has been obtained from the Treasurer as to the status of sick leave accumulation of that employee a notice shall then be issued and distributed to the employees by the Association President.

N. Any employee who chooses to voluntarily donate day(s) to the individual shall notify the treasurer in writing within 10 days of the notice.

O. The parties agree that the donation of days and the individual donor(s) shall be confidential and the recipient shall only receive notice of the total number of donated days for his/her usage.

P. No donor shall be permitted to contribute more than 15 days per year. One day donated shall count as one day received and shall not take into consideration any pay difference for purposes of this provision.

Q. SPACT members who notify the treasurer they are donating day(s) shall be placed on a continuous alphabetical rotation for the usage of the donated days. In the event the employee no longer needs the days due to conversion to disability or due to death, resignation, retirement or return to work or other reasons, the remaining days on the rotation list shall be returned to the sick leave accumulation of the donor. Each successive donor situation shall commence on a continuous alphabetical basis starting at the point where the previous donor situation ended.

R. Certified Administrative employees will be included in this section dealing with Sick Leave Days Donation.

S. Donated sick leave days will not count against the employee when they sell back unused sick leave days.

Mon, 01/13/2025 04:30:00 PM SERB

T. An employee can only request Sick Leave Donation two times. Any use of the Sick Leave Donation since the employee's date of hire counts towards the two allowed requests.

U. In the event that an employee is using Sick Leave Donation and another form requesting days is passed out this would not count as a second use.

15.02 Professional Leave – Teacher Request

Bargaining unit members shall be granted two professional days during the school year under the following criteria:

A. The information and/or skills will be shared if applicable with at least five (5) other teachers. If the information is grade-level appropriate, the information will be shared with all teachers at that grade level. If the information is applicable to all grades, all teachers at the building should receive the information. Principals should be informed of the teacher's plans for this sharing of information prior to approval. Requests must be made at least two (2) weeks in advance, in writing, and the conference, meeting, convention and seminar topics must be appropriate to the teacher's duties or are skill enhancing.

B. The Superintendent can restrict use of employee requested professional leave to three (3) teachers per building off on any given day. The employees will be given the day off on a first come/first submitted basis.

C. Expenses

1. When a bargaining unit member takes professional leave at his/her request or initiation the Board shall pay the first $200 towards the conference. The $200 shall be used to cover registration, meals, lodging, mileage at IRS rate per mile, etc. The Board shall pay a maximum of $45.00 per day for meal expenses, unrestricted: however, such reimbursement shall be in accordance with the presentation of appropriate itemized receipts.

15.03 Professional Leave - Administrative Request (Assignment)

The Board shall have the right to request an employee to attend a professional conference or seminar under the following criteria:

A. The meeting attendance shall be in accordance with the employee's regular work day.

B. All expenses shall be paid by the Board within certain limits. The Board shall pay the entire cost of registration fees, per night hotel expenditures at the meeting/conference location, and $45.00 per day for meal expenses, unrestricted: however, such reimbursement shall be in accordance with the presentation of appropriate itemized receipts and mileage at IRS rate per mile.

Mon, 01/13/2025 04:30:00 PM SERB

C. The Principal at each building will ask for volunteers and rotate teachers being assigned Administrative Request Professional Leave when possible. All teachers should be considered and have an equal opportunity for this leave.

15.04 Sabbatical Leave

A. The Board hereby provides sabbatical leave to members of the instructional staff according to the provisions herein stated and in keeping with the provisions of the Ohio Revised Code, Section 3319.131.

B. A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year.*

C. A member of the instructional staff shall have had five (5) years educational experience in the system.*

D. A plan of professional improvement during the period the sabbatical is requested shall be furnished.*

E. The part salary shall be the difference between the employee's regular salary and the cost of a substitute.*

F. No more than 5% of the instructional staff shall be granted sabbatical at one time.

G. The Board shall arrange a substitute for instructional staff members on sabbatical according to the Board Policy governing substitute teachers.

H. Additional sabbaticals should be made available to members of the instructional staff after completion of five (5) additional years teaching experience.

I. Members of the instructional staff returning from sabbatical shall be returned to the same assignment held prior to such leave.

J. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.

*Maximum provisions of ORC §3319.131.

15.05 Pregnancy-Related Disability and Maternity Leave

A. Pregnancy-Related Disability Leave

1. Leave Rights

Teachers may use sick leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom (hereafter collectively referred to as pregnancy), and for absence due to disability caused or contributed to by

Mon, 01/13/2025 04:30:00 PM SERB

pregnancy in the employee's immediate family. As used herein, "immediate family" shall include only the employee's wife and children, by blood, marriage, or adoption, whether or not residing in the employee's household. Teachers for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be entitled to unpaid leave of absence or FMLA, if eligible, for that portion of the period of disability not covered by sick leave.

B. Application for Leave

Applications for leave of absence due to disability caused or contributed to by pregnancy, whether paid sick leave or leave without pay, shall be in writing, shall contain a statement of the beginning and ending dates of the period of absence, and shall have attached thereto a statement by the employee's attending physician giving the physician's name and address; the dates consulted; and the physician's opinion, based upon the employee's physical condition, of the beginning and ending dates of the period of disability. Such application may be amended as to the anticipated beginning and ending dates of disability at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by the filing of an amended application and statement of the employee's attending physician. Such application for leave and any amendments thereto shall be approved and granted by the employer. Applications for use of sick leave for absence due to disability caused or contributed to by pregnancy in the employee's immediate family shall be on the sick leave forms heretofore prescribed by the employer.

1. Time for Filing Application

Application for leave due to disability caused or contributed to by pregnancy should be made prior to the thirtieth (30^{th}) day before the beginning date of the absence due to disability but the employee's failure to make a timely application shall not be grounds for denying the approval of leave, or the use of accumulated sick leave, or any other right or privilege provided by this policy.

2. Rights While On Leave

Teachers on leave due to disability caused or contributed to by pregnancy shall be entitled to use sick leave while on such leave; shall continue to be credited with sick leave at the statutory rate; shall be recognized as full-time employees and treated as such for all fringe benefit purposes and the employer shall continue to make all contributions on their behalf during the period of disability leave; and shall be entitled to reinstatement at the expiration of the period of disability to the same class assignment, teaching assignment, building assignment, and supplemental duty assignment, if any, as held immediately prior to the disability leave.

3. Contract Rights

The anticipated disability caused or contributed to by pregnancy, or the anticipated additional expense to the employer for sick leave pay, fringe benefits, substitute teachers pay, etc., or any other factor pertaining to the condition of maternity or to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall not be grounds for terminations, nonrenewal or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.

C. Maternity Leave

1. Leave Rights

In addition to the Pregnancy Disability Leave provided in Part A, a teacher who is pregnant or adopting a child less than one (1) year of age shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) commencement of pregnancy, or in the case of adoption, the receipt of custody, and (b) one (1) year after the child is born or adopted. Such leave shall be for any period up to one (1) school year and may be extended for up to two (2) additional school years upon application for extension.

2. Application for Leave

Applications for maternity leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the date the teacher anticipates return to service. Such return date shall coincide with the commencement of a grading period.

Applications for maternity leave shall be granted by the employer.

3. Time for Filing Application

Application for maternity leave prior to childbirth should be made prior to the thirtieth (30^{th}) day before the beginning date of the maternity leave. Application for maternity leave for the period beginning with the expiration of a period of disability, or for maternity leave related to adoption should be made prior to the thirtieth (30^{th}) day before the beginning date of the leave. The employee's failure to make a timely application shall not be grounds for denying the approval of maternity leave.

4. Rights While on Leave

Teachers on maternity leave, whether before or after the period of disability caused or contributed to by pregnancy shall continue to be credited with sick leave at the statutory rate and shall be recognized as full-time employees and treated as such for all fringe benefit purposes,

Mon, 01/13/2025 04:30:00 PM SERB

except for personal days, and the employer shall continue to make contributions on their behalf during the period of approved leave. Teachers on maternity leave effective prior to the period of disability caused or contributed to by pregnancy shall not be entitled to the use of sick leave for the period of disability caused or contributed to by pregnancy when such period of disability immediately follows the period of maternity leave. Teachers on approved maternity leave to become effective at the termination of the period of disability caused or contributed to by pregnancy shall be entitled to use sick leave during the period of disability as provided in part A. Sick leave may not be used during maternity leave.

5. Reinstatement Rights

Upon return from approved maternity leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position which she held prior to the leave, or if that position is no longer in existence, to a substantially equivalent position for which the teacher holds valid unexpired certification. If the teacher desires to return to active service prior to the stated date of the application for leave, the teacher shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the teacher shall return. The teacher shall be assigned to the same or a substantially equivalent position for which she is qualified not later than the commencement of the next grading period. At the expiration of the leave period as originally granted, the teacher shall be entitled to reinstatement on the same terms and conditions as though she returned from leave at the time set forth in the application.

6. Contract Rights

No factor pertaining to the condition of maternity, or to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be grounds for the termination, non-renewal, or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.

15.06 Personal Leave

A. At the beginning of each school year, each certified employee shall be credited with three (3) unrestricted personal leave days.

B. Any personal leave day not used during the year shall be converted to sick leave at the end of the contract year, or, at the option of the employee, may be paid at the substitute rate of pay plus $15.00. Written notice of the option to receive such payment must be filed with the Treasurer by May 15. Payment will be received by the first check in July.

C. Any individual planning to use such leave shall notify his/her immediate supervisor of such intent as soon in advance as possible. The Board can restrict use of personal leave to three (3) persons per building off on any given day. The employees will be given the day off on a first come – first submitted basis.

D. One Personal leave day may be used in $^1/_2$ day increments, upon the employee making the request twenty-four (24) hours in advance, except for emergencies.

E. Classroom teachers who are granted such leave will be replaced by a substitute according to the Board Policy.

15.07 Military Leave

A. Any member of the instructional staff who is required to accept military service in the time of national emergency, or who is called to active duty in the armed services, or who enlists in a branch of the armed services shall be granted unpaid leave of absence. During such leave, said member of the instructional staff shall be considered as if he has been performing assigned duties by the Board and granted full-time in determining seniority or establishing placement on the salary schedule upon return from such service.

B. Said member must make application with the Board within one (1) year of his discharge and shall be employed at the beginning of the next semester following the member's letter of application.

15.08 Jury/Subpoena Duty Leave

A. When it becomes necessary for a teacher to accept jury duty, or is legally subpoenaed to court for reasons related to their employment with the district, the teacher shall be paid the difference between his jury pay and his regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

B. When granted such leave, the teacher will be replaced by a qualified substitute according to board-adopted policy.

15.09 Leave of Absence

A. The Board will hereby grant an employee a maximum of one (1) year's leave of absence without pay upon prior or advance written request by a member of the instructional staff. Such leave may be extended by the Board upon written request of the employee, being within the discretion of the Board. All such leaves shall be for one school year or the remainder of one school year.

B. Members of the instructional staff on such leave shall be carried on the roll of Board employees and shall receive insurance at employee's expense to the extent permitted by the insurance contract, payable by certified check in advance of payment.

Mon, 01/13/2025 04:30:00 PM SERB

C. Upon return from such leave, as granted in this section, an employee returning within one (1) year shall be given his/her same assignment held prior to taking such leave. An employee returning from leave, granted in this section, after one (1) year from the beginning of the leave, may be given his/her same assignment held prior to taking such leave, depending upon availability. Upon an employee requesting a leave under this section, the employee shall waive the right to receive any contribution from the Board toward retirement during the period of the leave.

D. For purposes of seniority, said member of the instructional staff will be considered as having performed his/her normal duties during the period of leave.

E. Transfer and promotions upon return from such leave shall be subject to the provisions of the negotiated agreement.

F. Leaves of absence may not be taken for the purpose of obtaining or fulfilling other employment. No employee shall be employed elsewhere, while on leave of absence, without permission of the Board.

G. Use of this leave shall be granted one time only during the life of employment.

15.10 Unpaid Disability Leave/After Exhaustion of Sick Leave

A. If a teacher is ill or disabled and has exhausted his/her accumulated sick leave, and is not entitled to further advancement of sick leave under Board policies, such teacher is entitled to a leave of absence without pay for a period of not more than two (2) years. This leave may be renewed at the discretion of the Board of Education.

B. If the need for unpaid disability leave extends beyond ten (10) days, appropriate medical verification from a licensed physician of the need for the leave shall be provided to the employer.

C. This leave shall be granted upon prior written request, with the proper verification. If the verification does not specify a particular ending time, then the Employer shall be given notice prior to return. If the leave was for less than thirty (30) days, notice shall be according to the Handbook. If the leave extends beyond thirty (30) days, then the notice time shall be five (5) days.

D. Any such leave, which is granted for a specified time, for less than two (2) consecutive years, can be extended, but only upon prior written request, with proper verification, for a cumulative total leave of two (2) years.

E. Prior to an employee returning to work from such leave, which has extended beyond thirty (30) days, the employee shall provide the employer with a physician's statement verifying that the employee is physically and/or mentally fit to return to work on that date. The employer has the right to have an

independent examination to verify that the employee is ready to return, being at the Board's expense.

F. A teacher who is physically or mentally disabled may be placed on leave involuntarily by the employing Board of Education. In such circumstances, the teacher is entitled to a hearing on the granting or renewal of involuntary leave in accordance with the procedures established in Ohio Revised Code Section 3319.16.

G. An employee on unpaid disability leave after exhaustion of sick leave shall receive all rights and benefits from the date of the beginning of said leave for a period of thirty (30) days and through the end of the month in which the thirty (30) day period ends. Subsequent to this date, the employee shall have the right to maintain health insurance benefits through the employer at the employee's expense, with payments being made monthly in advance. The employee shall continue to maintain District seniority, but shall not receive any further rights or benefits, including but not limited to, accumulation of time for advancement on the salary scale, accumulation of sick leave, or any other fringe benefits.

15.11 Reinstatement Rights

A. Upon an employee returning from any type of a leave of absence, set forth in this Article, the employee's right to reinstatement to the prior position that was held shall be subject to the administrator's right to assign employees within the building.

B. Upon an employee returning from a leave which exceeded one (1) year, any rights to reinstatement to that position shall be subject to the need of the District to fill the position, and thus, the availability of that particular position.

15.12 Any employee absent from work without prior approval and not on an approved leave shall be considered absent without approved leave, and thus subject to disciplinary action.

15.13 Family and Medical Leave

A. The Family and Medical Leave Act of 1993 (FMLA) is Federal Law.

B. This leave does not have to be used simultaneously with sick leave.

C. The employer uses a rolling year for establishing the twelve (12) weeks of FMLA, from the date of request going back twelve (12) months to establish eligibility and forward from the date of application for FMLA for usage of the twelve (12) weeks.

15.14 Assault Leave

A. Any case of assault and/or battery upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel

Mon, 01/13/2025 04:30:00 PM SERB

to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and/or judicial authorities.

B. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

C. The Board will reimburse student assaulted teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty.

ARTICLE 16
SEVERANCE PAY- RETIREMENT/DEATH BENEFIT

16.01

A. The South Point Local Board of Education shall grant severance pay in the amount to be determined by multiplying the daily rate of the teacher's pay at retirement by fifty percent (50%) of the number of unused sick leave days, to a maximum of two hundred twenty-five (225) days of unused sick leave or teachers may take twenty-five (25%) of total unused sick leave days, whichever is the greatest severance pay.

B. For employees hired after July 1, 2009, the South Point Local Board of Education shall grant severance pay in the amount to be determined by Multiplying the daily rate of the teacher's pay at retirement by fifty percent (50%) of the number of unused sick leave days, to a maximum of two hundred (200) days of unused sick leave.

C. For employees hired after September 1, 2017 the South Point Board of Education shall grant severance pay in the amount to be determined by multiplying the daily rate of the teacher's pay at retirement by fifty percent (50%) of the number of unused sick leave days, to maximum of one hundred seventy-five (175) days of unused sick leave.

16.02 A teacher must have been employed by the South Point Board of Education ten (10) years immediately prior to retirement, and must have applied for and have been accepted for retirement from either the State Teachers Retirement System or the School Employees Retirement System (Ohio).

16.03 Severance Pay Options

A. Severance must be taken at the time of retirement as set forth below.

1. Lump Sum: One Check
   Severance plus balance of Contract

Mon, 01/13/2025 04:30:00 PM SERB

2. Two Checks:
   Paid two weeks apart:
   One check Severance and One check Balance of Contract

3. Balance of Contract Plus Severance:
   Pay Balance of Contract over the summer. Severance can be paid any time during the summer with a schedule pay or first pay in September.

16.04 Deceased Employee - Death Benefit

A. The South Point Local Board of Education shall pay a death benefit in the amount to be determined by multiplying the daily rate of the teacher's pay at the time of death by twenty-five percent (25 %) of the number of unused sick leave days, to a maximum of two hundred (200) days.

B. A teacher must have been employed by the South Point Board of Education ten (10) years immediately prior to death.

C. The death benefit will be paid to the Personal Representative designation of which is on file in the Board Office, Executor, and/or Estate.

ARTICLE 17
INSURANCE

17.01 Group Life Insurance

The Board shall purchase, from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee equal to $30,000. The full cost of this program and any increases thereof shall be paid by the Board. The employee shall have the option to purchase up to 1 $^{1}/_{2}$ times of annual income on payroll deduction.

17.02 Health Insurance

A. The Board shall provide a health insurance plan substantially similar to the current plan in effect on the signing of this agreement.

B. Anyone employed after July 1, 2002, who elects to carry the district's health insurance plan will pay 20% of the premium for single coverage or 20% of the premium for family coverage.

C. The board shall pay 100% of the single premium for persons employed by the District before July 1, 2002.

D. Any employee hired before July 1, 2002, can switch from the Family Medical Plan to the Single Medical Plan without incurring any cost. The employees will be "Grand Fathered" under the current contract and the board shall pay 100% of the single premium cost.

Mon, 01/13/2025 04:30:00 PM SERB

E. All persons employed before July 1, 2002, who elect a change in insurance coverage after September 1, 2002, shall pay 20% of the family plan.

F. If husband and wife both are District employees before July 1, 2002, they shall be covered with the family plan, paid 100% by the District.

G. The Board will provide a "125 plan" for use by employees as is currently in effect. The amount of money that can be set-aside under the AFLAC 125 plan will be $3000.

H. The South Point Board of Education reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

I. The Board will continue to provide substantially similar dental/optical insurance coverage as is currently provided for each bargaining unit member at 100% paid.

J. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

K. The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each bargaining unit member equal to $30,000, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider. A member shall have the option of purchasing additional insurance at his/her own expense pursuant to the limits set by the insurance provider.

L. The Board shall only be required to provide insurance coverage for those employees on active pay status. However, employees on approved leaves of absence without pay shall have conversion rights, at the employee's expense. Insurance coverage(s) shall be continued for a bargaining unit member:

1. On leave covered by accumulated sick leave.

2. On non-FMLA leave not covered by any accumulated sick leave upon his/her payment of the premium. Said premiums will be payable at the beginning of each month at the office of the Treasurer.

Mon, 01/13/2025 04:30:00 PM SERB

3. Members on FMLA are eligible for 12 weeks of insurance coverage.

17.03 Dental and Vision Insurance

A. Effective January 1, 1996, the Board shall provide dental and vision insurance to bargaining unit employees by implementing a plan equal or similar thereto to the Delta Dental Plan C and the Vision Services Plan C.

B. The Board shall pay at a maximum the cost for single coverage during the term of this agreement. A bargaining unit employee may elect to add the family plan coverage at the group enrollment rate by paying all costs over the single coverage rates paid by the Board.

C. Two (2) married bargaining unit employees may elect a family plan under one designated employee, and the Board will pay at the maximum the amount equal to the cost of coverage of two (2) single plans, and the employees will pay the difference between that amount and the family rate.

D. The Board provided 125 Plan will incorporate dental and vision if the plan permits.

17.04 Copy of Certificate of Insurance

A. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the board and the insurance company(ies) which shall provide the benefits specified in this Contract.

B. Copies of contracts and certificates of insurance which are affected by the Contract subsequently entered into by the Board shall be provided to the Association.

17.05 As amendments and/or changes in insurance coverages or carriers are received by the Board, the Association shall receive a copy thereof.

17.06 Right to Change Coverage Status

A member of the bargaining unit may change the coverage status (single or family) effective the first (1st) of any subsequent month, subject to the rules and regulations of the carrier.

17.07 Prior to any change of benefits or carriers, the Association will be notified and be given an opportunity to provide input.

A. The South Point Board of Education will pay $1,200 per year to any employee who elects not to participate in the medical insurance coverage due to coverage by another insurance plan. This will be paid in two checks of $600 each. The first

Mon, 01/13/2025 04:30:00 PM SERB

check will be paid no later than the second payday in December of each year and the second check no later than the second payday in June of each year.

B. SPECIAL ENROLLMENT – If an eligible employee declines coverage but subsequently loses coverage under the other health plan and makes application for coverage hereunder within thirty (30) days of the loss, such individual shall be a Special Enrollee provided such person's coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment or reduction in the number of hours of employment) or employer contributions toward such coverage was terminated. If a special enrollment application is accepted, the proposed payment will cease.

If husband and wife both are District employees, they shall be exempt from above proposal.

ARTICLE 18
RESIDENT EDUCATOR PROGRAM

18.01 The following objectives and activities are to provide the South Point Local Schools with a comprehensive and effective Resident Educator Program. This program will satisfy Ohio Administrative Code 3301-24 (which includes 3301-24-02 and 3301-24-04 and 3301-24-05) by having a written program on file, and, of course, implementation of this mandated program will enhance the quality of our instructional efforts for all students in our district. To the extent any provision of Ohio Administrative Code Chapter 3301-24 or Ohio Revised Code Section 3319.223 conflicts with this Article 18, the provisions set forth in the Administrative Code and/or the Revised Code shall prevail.

18.02 Resident Educator Roles and Responsibilities

2-Year Resident Educator Program		
House Bill 442 (GA133) changed the Resident Educator License to a two-year license and the Ohio Resident Educator Program to a two-year program effective April 12, 2023. Resident Educators will continue to be required to successfully complete mentoring, locally determined counseling, and the teacher performance assessment (RESA). See: https://codes.ohio.gov/ohio-revised-code/section-3319.223/. Local schools and districts continue to provide a Resident Educator Program aligned with the Ohio Resident Educator Program Standards, the Ohio Resident Educator Mentor Standards, Ohio Standards for the Teaching Profession, and the Ohio Standards for Professional Development.		
Requirements		
Mentoring	Performance Assessment	Counseling
School leaders are required to provide mentoring by teachers to resident educators within the 2-Year Program. Mentors must be state-certified by successfully completing the 12-hour state training for new mentors. Mentors are selected and recruited at the local level where they are provided additional support and opportunities for growth and development. Mentors follow the Guiding Principles for Mentoring Chart to focus mentoring on the needs of the resident educator. Beginning in March 2023, all new mentors will receive training aligned with the 2Year Program.	The Resident Educator Summative Assessment (RESA) must be taken in Program Year 2. Resident Educators who have completed two years of the program and passed the RESA by July 1, 2023, may apply to advance to the 5-Year Professional Teaching License. Resident Educators holding an Alternative Resident Educator License must complete all requirements listed on their license and on their Alternative Resident Educator Evaluation before advancing to a professional license. Resident educators who were in Program Year 2 in school year 2022-23, but did not take or pass the RESA, must be registered for the RESA as a Program Year 3 in school year 2023-24.	Local schools/districts are required to provide "*Counseling, as determined necessary by the school district or school, to ensure that program participants receive needed professional development.* "ORC Section 3319.223 Many aspects of counseling are met in the mentoring component when mentors tailor support and focus mentoring on the individual needs of resident educators. Counseling supports resident educators by ensuring they receive professional development based on their needs.

Other Considerations	
Program Year 1 Schools/Districts will provide each eligible Resident Educator with a mentor in Year 1. Resident Educators who successfully complete the local Mentoring and Counseling in Year 1 have completed Year 1 of the program. Resident Educators who **do not** successfully complete the local Mentoring and Counseling in Year 1 must repeat Year 1 of the program.	Program Year 2 Schools/Districts will provide each eligible Resident Educator with a mentor in Year 2 and a RESA facilitator (who has completed the RESA Facilitator Training LMS course). The mentor and the RESA facilitator may be the same individual. Resident Educators who successfully complete the local Mentoring and Counseling in Year 2 **and** who successfully complete the RESA in Year 2 have completed all the requirements of the Resident Educator Program and may apply to advance their Resident Educator* license to a professional educator license. [*Teachers holding an Alternative Resident Educator license must complete additional requirements in order to advance their license to a professional license.] Resident Educators who **do not** successfully complete the local Mentoring and Counseling in Year 2 and/or who **do not** successfully complete the RESA in Year 2 will not have completed the program Year 2 requirements and may apply to extend their Resident Educator license.

Guidance/Resources

Policies and Procedures: All policies and procedures for implementation of the Resident Educator Program and the three (3) required program components are developed and implemented at the local level.

The Resident Educator Program team developed updated guidelines and resources to support local schools/districts as they transition to the 2-Year Program. This section lists recently updated resources and is not a complete list of all resources available. For detailed information, visit the Resident Educator Website.

Technical Assistance: REProgram@education.ohio.gov

Resident Educator Program and Mentor Standards

Office of Licensure-Resident Educator Program Transition- FAQs
Resident Educator FAQs

Alternative Licensure Information

For Mentors	1. Mentors trained and certified prior to 2023-24 are not required to be retrained but should view the new mentor resource, "2-Year RE Program Mentor Updates." 2. Two Learning Management System (LMS) courses are available for mentors, Advance Mentoring course and the Exploring Teacher Leadership course. 3. Guiding Principles for Mentoring Chart 4. Mentoring Practices for Growth and Professional Learning
For Program Coordinators	1. Ohio Resident Educator Program Orientation PowerPoint Slides 2. LMS course: Ohio Resident Educator Program Coordinator Orientation
For Resident Educators	1. Ohio Resident Educator Program Orientation PowerPoint Slides
For RESA Facilitators	1. LMS course: RESA Facilitation Training

v.7 July 21, 2023

18.03 Implementation Plan, Method of Selection and Assignment of Mentors

The planning of the Resident Educator Program shall be developed by school personnel, a majority of whom shall be practicing classroom teachers, in partnership with colleges or universities preparing teachers and/or in collaboration with regional educational service providers. Connections with the district's continuous improvement or strategic plan are required. Selection of mentors will be up to the Building Principals and Superintendent. The bid procedure as listed in the teachers' negotiated agreement will be observed. A teacher cannot be assigned as a mentor unless they bid and agree to the assignment. Serving as a mentor is a voluntary assignment. Full time teachers serving as mentors will be assigned no more than TWO (2) resident educators. Whenever possible the mentor shall teach the same grade level or content area and be in the same school building as the resident educator.

Mentors should:

A. Have at least five (5) years of successful teaching experience, with a Masters Degree preferred.

B. Have a thorough understanding of learning theories, child growth and development, principles of leaning, and student evaluation.

C. Have knowledge of the community and students at their school, including special needs those students possess.

D. Possess a clear understanding of school policies, procedures, and routines.

E. Have a thorough understanding of the school's curriculum, courses of study, and testing programs as well as the district's continuous improvement or strategic plan.

F. Possess a wide variety of effective instructional skills.

G. Have a history of interacting and working well with others.

H. Have a command of skills in planning, organizing, and managing work.

I. Other factors to be considered will be:

1. Personality compatibility

2. Assigned to a maximum of two (2) resident educators.

3. Assignments will be for a one (1) year (not less than 120 days).

4. A one (1) year supplemental contract will be issued.

18.04 Mentor Training

Becoming a Certified Mentor

Mentors are key to the success of Resident Educators. In Ohio's Resident Educator Program, districts assign a certified mentor to Resident Educators for each year of their residency. Mentors obtain certification by successfully completing Instructional Mentoring (IM) and Resident Educator-1 (RE-1), thus preparing them to plan effective collaborative professional development for their assigned Resident Educator(s).

The required trainings are described below:

1. Instructional Mentoring
   This one-day training introduces participants to mentoring in Ohio's Resident Educator Program, with particular emphasis on the Mentor/RE relationship.

2. Resident Educator-1
   This one-day training introduces participants to first year curricular responsibilities and requirements of instructional mentors and Resident Educators in Ohio's Resident Educator Program. *Use ***"***IM"* **or** *"RE-1"* in the keyword search options in STARS.

Mon, 01/13/2025 04:30:00 PM SERB

18.05 Professional Development/Support

A. The school district shall develop and implement a plan to provide ongoing professional development support to both mentors and resident educator teachers. All mentors shall receive training in observational framework and mentoring. Mentor's Individual Professional Development Plan (IPDP) may reflect goals associated with their mentorship role.

B. Systems information such as schools policies, procedures and routine, courses of study, competency-based education, lesson plans, layout and facilities of building, parent-teacher conferencing, record keeping, computer usage, use of standardized test results, state-mandated testing requirements, and other information will be topics of discussion for the new teacher in both informal settings and formal in-service meetings.

C. Mentor, resident educator teacher, and principal will participate in New Teacher Orientation activities, part of which will be to jointly plan the building level facet of the program.

18.06 Mentor Activities

Since time is critical to the success of the mentoring process, flexible time and/or common time within the school day and/or time before and/or after school will be used to facilitate mentor/resident educator meetings and observations. The amount of contact time between the mentor and resident educator teacher, and the duration of each contact will be documented in a log by the mentor and the resident educator teacher. Also the general content of each meeting will be documented in the log.

18.07 Evaluation of Program

A. Observations and anecdotal records generated by individual staff meetings will be analyzed for possible changes and suggestions.

B. A written evaluation of the program from administrators, mentor, and entry-year persons will be solicited, maintained, and used for future planning. This evaluation will not be used to evaluate the mentor or resident educator teacher.

C. Mentors, resident educator teachers, and administrators will be invited to participate in periodic assignment/evaluation instruments designed to not only give success/failure feedback, but to provide input towards the topical need for upcoming seminars.

18.08 Evaluation of Resident Educators

A. The evaluation procedure as listed in the teachers' negotiated agreement (Article – TEACHER EVALUATION AND FAIR TREATMENT) will be observed.

Mon, 01/13/2025 04:30:00 PM SERB

B. The mentor teacher will not participate in any informal or formal evaluation of an resident educator teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an resident educator teacher. (Article – TEACHER EVALUATION AND FAIR TREATMENT)

C. The role of the mentor teacher shall be to provide formative assistance to the resident educator teacher. At no time shall the mentor teacher complete a summative evaluation on the resident educator teacher nor shall any information regarding the formative assistance given by the mentor be used in the evaluation of the resident educator teacher. The relationship between the mentor and the resident educator teacher shall be comparable to an attorney/client relationship. While records between the mentor and the entry year teacher are confidential, dates, times and general content shall be documented in a log.

18.09 Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

A. **Mentor Teacher:** A teacher who will provide formative assistance to an Resident Educator Teacher.

B. **Resident Educator Teacher:** A teacher in the first year of employment who has a two year provisional license issued pursuant to paragraph (A) of Rule 3301-24-05 and is employed for a time period of not less than 120 continuous days and who will be provided formative assistance by a mentor teacher.

C. **Formative Assistance:** Assistance which is diagnostic and designed to yield information that will help the teacher identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide diagnosis and assistance to support individual professional achievement.

D. **Resident Educator Program Coordinator:** An educator assigned by the Superintendent to coordinate the Resident Educator Program for resident educator teachers and mentors.

E. **Lead Mentor:** A teacher who has met the criteria for mentor and is assigned to work with resident educator teachers during the provisional licensure period. The lead mentor also has additional leadership responsibilities as assigned by the district Resident Educator Program Coordinator.

18.10 Protections

A. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation.

Mon, 01/13/2025 04:30:00 PM SERB

B. A mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

C. No later than six (6) weeks after the initiation of the Resident Educator Program, the Mentor Teacher or Resident Educator teacher may request to have a new assignment.

D. RESA assessments and the Resident Educator Program requirements will apply only to teachers who are working under a Resident Educator license.

18.11 Compensation

A. Compensation of the mentor shall be in the form of supplemental contract. If for any reason, the mentor is relieved/reassigned during the mentoring duty, the pay will be prorated for the amount of time spent with the resident educator teacher.

B. Additionally, the employer shall pay the cost of any required training and reimburse the Mentor according to Board policy relative to meals and travel reimbursement.

C. If a Mentor has two Resident Educator Teachers assigned to them at one time, they would be paid accordingly. ($1000.00 per resident educator teacher)

D. Notwithstanding anything to the contrary in this Article 18, teacher mentors will only be awarded supplemental contracts and compensated for mentoring in a year that a mentor is now required under the state-mandated resident educator program (i.e., up to a maximum of two (2) one (1) year supplemental contracts, not four (4).

ARTICLE 19
STAFF REDUCTION

19.01 When any of the following circumstances occur, the Board may make a reasonable reduction in force by suspension of contract in accordance with the recommendation of the Superintendent, who is required by law to give preference to teachers on continuing contracts over teachers on limited contracts within each teaching field affected. Seniority cannot be used as a basis for giving preference to any teacher, except when making a decision between teachers who have "comparable" evaluations:

A. A reduction in pupil enrollment;

B. The reduction of a program provided that such reduction is not for arbitrary or discriminatory reasons;

C. A bona fide consolidation; or,

D. A return to duty of a regular teacher after leave(s) of absence.

Mon, 01/13/2025 04:30:00 PM SERB

E. Financial reasons as stated in ORC 3319.17. (If this is deleted by the legislature and enacted in law, this provision will be removed.)

19.02 Any bargaining unit member to be suspended for purpose of reduction in force will be so notified in writing at least thirty (30) days prior to the Board meeting at which action is to be taken. A copy shall be given to the Association President.

19.03

A. Reductions shall follow evaluations and certification according to this Article. Seniority will be computed from a bargaining unit member's date of continuous hire and will begin to accrue as of his/her first day of actual service.

B. Seniority will not continue to accrue during the following, but seniority prior to such suspension will not be lost and will be maintained upon reinstatement.

1. Absence while on approved leave of absence.

2. Absence while on any other approved leave.

3. A layoff of less than three (3) years' duration.

4. A resignation where the employee is reemployed or reinstated within thirty (30) days.

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge/nonrenewal for just cause (if reinstated, seniority shall be considered continuous).

2. Retirement.

3. Layoff for more than three (3) years.

4. Failure to return to work within ten (10) calendar days of receipt of recall from layoff.

5. Failure to return to work at the expiration of a leave of absence unless extension of the leave is granted.

6. A resignation where the employee is reemployed or reinstated after thirty-one (31) days or more.

7. Seniority for time spent out of the bargaining unit in supervisory positions will not be lost but neither will it accrue.

Mon, 01/13/2025 04:30:00 PM SERB

C. A seniority list shall be developed three (3) months prior to the effective date of any reduction in force. A copy of such list shall be posted in each building in the District with a copy being sent to the Association President.

D. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired.

2. The order in which they were hired as recorded by Board minutes.

19.04 Recall After Reduction In Force

A. Any teacher laid off as a result of staff reduction shall be recalled in inverse order in accordance with ORC 3319.17 (c). Before posting any vacancy, the Board will offer the position to the most qualified bargaining unit member on the recall list who has the highest evaluation score in that area of certification or total if a tie exists in the evaluation score district seniority shall be used to break the tie.

B. Notice of recall will be given by regular mail to the last address given to the Board by a bargaining unit member. A copy of the notice of recall will be given to the Association President. If a bargaining unit member fails to respond within twenty (20) working days after forwarding of the above notice of recall, he/she will be deemed to have refused the position offered.

C. A bargaining unit member who is reduced in force will remain on the recall list for thirty-six (36) months after the effective date of his/her reduction in force, unless he/she:

1. Waives his/her recall rights in writing;

2. Resigns;

3. Fails to accept recall to the position that he or she held immediately prior to his/her reduction in force, or;

4. Fails to report to work in a position that he/she had accepted within ten (10) work days after receipt of the notice of recall, unless such employee is sick or injured, verified by a doctor's certificate.

D. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the accumulation of seniority, accumulation of sick leave, salary placement, and contract as he/she held at the time of layoff.

E. No new bargaining unit member will be employed by the Board while there are bargaining unit members on the recall list who are certified for the vacancy.

Mon, 01/13/2025 04:30:00 PM SERB

19.05 Rights While Suspended

A. Any bargaining unit member whose contract is suspended for the purpose of reduction in force shall be entitled to all Board provided insurance benefits while on lay-off/suspension. The bargaining unit member has the right to buy the insurance at the Board group rate and pay through the Clerk/Treasurer on a monthly basis, subject to the terms of the Board's insurance policy. It shall be the duty of the bargaining unit member to pay such amounts in advance monthly or in greater amounts, and upon failure to do so, the Board may cancel such benefits.

B. A bargaining unit member laid off from a full-time position may accept and/or reject recall to a part-time bargaining unit position. A member who accepts a part-time position shall remain on the recall list for recall to a full-time position. A member who rejects a part-time position shall remain on the recall list.

ARTICLE 20
MAINTENANCE OF STANDARDS

20.01 During the duration of this Contract, the Board shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective day of this Contract.

20.02 The New South Point High School and South Point Middle School will be treated as two separate Buildings for the purpose of contract language. July 11, 2005.

20.03 The pre-school classrooms housed in any building of the South Point School system will be considered a separate "building" for the purpose of this contract. August 2021.

ARTICLE 21
PROVISIONS CONTRARY TO LAW

21.01 If any provisions of this document or any application of the document to any certificated person or persons shall be found contrary to law by a court of competent jurisdiction, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

21.02 Upon any provision being found to be contrary to law, then the parties shall begin negotiations within thirty- (30) days regarding a replacement provision. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

Mon, 01/13/2025 04:30:00 PM SERB

ARTICLE 22
TEACHING CONDITIONS

22.01 The Board shall furnish sufficient material and supplies for teaching, including, but not limited to, textbooks, audio-visual aids, paper, pens, and duplication materials and equipment, within the reasonable discretion of the building administrator.

22.02 The Board shall provide a restroom facility at each school for the exclusive use of non-students.

22.03 Each classroom will be provided chalkboard and bulletin board space.

22.04 The Board will make every effort within its means to provide teachers with safe, healthful working conditions.

22.05 The Board shall provide passage to school activities and athletic events. Employees shall enter by the pass gate, if applicable, and sign the pass sheet.

22.06 No bargaining unit employees, except those medically certified by the state, shall be required to administer any medical or health related procedures, except in life threatening situations.

ARTICLE 23
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

23.01 South Point Local Professional Development Committee shall determine whether coursework completed by educators meets the requirements for renewal of certificates and licenses. The committee shall also review other continuing education activities in addition to coursework.

23.02 The South Point Association of Classroom Teachers Executive Council shall appoint the teacher members and designate replacement members in case of vacancies among teacher members. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy. The Administration and SPACT may recommend to the Board of Education or the SPACT Executive Committee the removal of LPDC members from the LPDC who miss more than three (3) consecutive meetings.

23.03 The structure of the South Point Local Professional Development Committee shall include the following elements:

A. The Committee shall have a district level scope.

B. There shall be six (6) total members of the Local Professional Development Committee. The committee shall contain four (4) South Point Association Classroom Teacher members, which may include the President of the Association. Each teacher member must have at least five (5) years of teaching experience. The four (4) members will consist of one per building:

SPHS 1 representative
SPMS 1 representative
Burlington Elem 1 representative
South Point Elem 1 representative

Preschool teachers will be included in the building in which they are assigned. If there is a tie in the voting of the LDPC, the Superintendent will be the tie breaker.

C. The two administrative members shall include a principal and one other representative, which may include the Superintendent, the Assistant Superintendent, or the Clerk/Treasurer, or any other administrative person appointed by the Superintendent. The administrative member must have a minimum of a Provisional Administrative Certificate/License. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy.

D. The committee will work with the other educators in the district to develop LPDC operating procedures and criteria for approval of individual professional development plans and approval of professional development activities as required by the new licensure standards. The Committee will recommend the renewal of educators' certificates/licenses if renewal requirements have been met.

E. Each member will serve a three-year term (with the exception of the initial terms of the committee. The initial terms of the committee members will be on a staggered three, four, and five-year basis). Each member will serve a three-year term from the time which they are elected. Terms shall run from July 1 to June. Committee members will be elected by the South Point Association of Classroom Teachers'. Each person will run in their respective building Council at the expiration of their building representatives' individual term.

F. The Local Professional Development Committee shall schedule meetings at least once each month throughout the year except the month of July. These meetings will be held during non-school hours. Meetings may be canceled if no coursework has been submitted for evaluation during the previous thirty (30) days. The committee shall meet at the call of the chairperson or upon the filing of a petition with the Superintendent signed by two (2) committee members.

G. The meetings shall be held at the Middle School or as otherwise determined by the committee.

H. The LPDC Committee shall be paid $ 3,000.00 per year, per member over twenty-six (26) pays.

Note: Elections for LPDC members shall occur upon the expiration of current LPDC members as follows:

- **SPHS – start of the 2024-25 school year**

Mon, 01/13/2025 04:30:00 PM SERB

- **SPMS – start of the 2024-25 school year**
- **Burlington Elementary – start of the 2026-27 school year**
- **South Point Elementary – start of the 2025-26 school year**

23.04 Beginning with the contract year 2008-09, the application and review process for Master Teacher shall be under the LPDC following the guidelines established by the state of Ohio.

ARTICLE 24
SUPPLEMENTAL CONTRACTS

24.01 Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the bargaining unit member's regular duties. Members performing supplemental duties shall be issued written, individual, limited contracts that include:

A. Duration of the supplemental contract,

B. Title of supplemental position,

C. Amount of supplemental compensation.

24.02 Any instructional staff member involved in a negotiated extra duty assignment, and whose participation is approved by the Board, shall receive compensation for that extra duty in accordance with the supplemental salary schedule included in Section 26.08 of this Article.

24.03 Compensation for activities added between negotiations shall become the subject of immediate bargaining between the parties. The Board may add activities between negotiations and set compensation for this/these new supplemental contract(s) based on the current supplemental categories listed in the contract, not to exceed category 1.

24.04 School clubs may be added to the approved list through a principal's recommendation to the Superintendent for recommendation to the Board. Teachers are required to serve as club advisors only if the club is on the list.

24.05 Periods to be assigned for extra duty responsibilities will be determined by the building principal and central office staff.

24.06 The Board is not required to fill any supplemental duty position.

24.07 Supplemental contracts shall automatically expire at the end of the term, without notice of nonrenewal to the employee or other action by the Board of Education. Renewal of supplemental contract shall require affirmative Board action. The Superintendent shall send an e-mail to all SPACT members at the conclusion of the May Board meeting regarding filling of the supplemental contracts.

A member's performance in a supplemental position shall not have an adverse affect on the member's regular teaching contract.

24.08 Bargaining unit members performing supplemental duties shall be compensated in accordance with the following supplemental salary schedule and dollar amounts in Categories 1, 2 and 3 and shall receive the same percent raise as the base salary. The following listed rates reflect the salary increases in Article 25, Section 25.06.

Category 1. 2024-25 $4,399 / 2025-26 $4,531 / 2026-2027 $4,667

HS Assistant Football-Boys
HS Assistant Basketball-Boys
HS Assistant Basketball-Girls
HS Assistant Basketball (JV)-Boys
HS Head Softball-Girls
HS Head Track-Boys
HS Head Track-Girls
HS Head Wrestling-Boys
HS Head Volleyball-Girls
HS Head Baseball-Boys
HS 9th Grade Basketball-Boys
HS Head Bowling Coach
HS Head Soccer-Boys
HS Head Soccer-Girls
HS Academic Coach-[2 positions]
HS & MS Drama Coach-[1 position]
MS Head Football-Boys
MS 8th Grade Basketball-Boys
MS 8th Grade Basketball-Girls
MS 7th Grade Basketball-Boys
MS 7th Grade Basketball-Girls
MS Cheerleader Coach
JV Cheerleader Coach
HS Cheerleader Coach (Fall and Winter)

HS Band Auxiliary Coach [Majorettes, Flags, Rifles, etc.] [1 position]
No paid assistant coach(es) will be approved for boys or girls 7th or 8th grade basketball.

Category 2 2024-25 $3,599 / 2025-26 $3,707 / 2026-27 $3,818

HS Golf-Boys & Girls
MS Golf-Boys & Girls
HS Assistant Track-Boys
HS Assistant Track-Girls
HS Assistant Track-Boys & Girls
MS Head Track-Boys
MS Head Track-Girls
MS Assistant Track-Boys
MS Assistant Track-Girls
MS Assistant Track-Boys & Girls
HS JV Wrestling-Boys
HS Asst. Athletic Director
Assistant Weight Coach – [2 positions]
Assistant Weight Coach-Girls [1 position]
Head Weight Coach
MS Assistant Football-Boys
MS Soccer-Boys & Girls
MS Assistant Soccer Coach
HS Assistant Soccer Coach-Boys
HS Assistant Soccer Coach-Girls
HS Tennis-Boys & Girls
HS Assistant Baseball-Boys
HS Assistant Softball-Girls
HS Assistant Volleyball-Girls
HS & MS Cross Country-Boys & Girls [1 position]
MS Academic Coach
MS Wrestling-Boys
MS Head Volleyball-Girls
MS Assistant Volleyball-Girls
MS Cheerleader Coach (Fall and Winter)

Category 3. $500.00 per year

High School Yearbook Advisor
Elementary Music Supplemental (2 positions, SPE & BE)
NHS

Category 4. $600.00 per year

Head Teacher, Elementary Buildings

The Head Teacher will perform duties only during the times the principal is out of the building due to reasons such as but not limited to district meetings, illness, or unexpected emergencies. If the principal is out of the building for more than one-half day, a certified substitute teacher will be provided for the head teacher's classroom and duties.

Junior/Senior Prom Coordinator 5% Supervise and maintain required records of fundraising projects.
Organize and work with student prom committee.
The Junior/Senior Prom is divided into three parts: (1.) Grand March; (2.) Prom; (3.) After Prom

Junior/Senior Prom Assistant Coordinator 2.5%

Category 6. - $ 30.00 Per Hour

After School Detention/Study Monitors/SLO Team Meeting ($30.00 per hour)

After school detention and study shall be paid at the rate of $30.00 per hour.
Detention: High School (6 hours per week) and limited to 4 hours per week at the Middle School and 1 hour per week at each elementary school.

After School Media Center ($30.00 per hour)

The High School and Middle School Media Centers will be open no more than a maximum of three (3) hours as needed, (no more than one (1) day per week as agreed upon by SPACT and the administration). If additional personnel, time and/or days are needed, the number of personnel, time and/or days will be determined by the superintendent with recommendations from the building principal and the person covering the media center being considered. The bid procedure in the Master Contract will be followed.

The South Point Elementary and Burlington Elementary Media Centers will be open under the same guidelines listed above for the High School and Middle School

Homebound Instructors ($30.00 per hour)

Hours limited to five hours of Instructional time per week. ($30.00 per hour)

Category 7 – Stipends

All jobs paying a stipend shall be posted and bid according to the Article 11.04 (Posting of Jobs). Amount of stipend will be included in the posting.

Category 8 - Mentor Teacher

Mentor Teacher paid $1000.00 per Resident Educator Teacher, each year for 2 years.

Category 9 – National Board Certification

Any teacher who successfully completes and receives National Board Certification shall be compensated $1000.00 by the South Point Local Board of Education, on a one-time basis.

Mon, 01/13/2025 04:30:00 PM SERB

24.09 The Board shall, at its own expense, conduct routine motor vehicle record checks on any bargaining unit employee who volunteers to drive a school vehicle on school sponsored activities and the Board will provide insurance coverage.

24.10 Whenever the Administration directs any portion of the supplemental duties to be conducted as part of a regular work day, a qualified substitute shall be provided.

ARTICLE 25
SALARY

25.01 Regular Salary

Initial placement on the Teachers' Salary Schedule shall be determined in accordance with the applicable provisions of the Ohio Law.

25.02 Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired [150 semester and/or 225 Quarter] undergraduate and/or graduate hours since the beginning of their college work.

Placement on the MA + 30 Salary column is interpreted to be those teachers who have acquired thirty (30 semester and/or 45 quarter) graduate hours not needed in the conferring of the Master's Degree.

A. Teachers' salaries shall be paid in twenty-six (26) equal installments.

B. All license/certified employees must select the option of electronic pay deposit.

C. The Board shall make electronic transfer deposits of paychecks for any employee who so notifies the treasurer in writing during the open enrollment period and shall continue for the entire year. An employee's salary shall be paid by electronic transfer to a bank or credit union or savings and loan institution of the employee's selection not later than 8 a.m. of each pay date. Whenever a pay date is not a regularly scheduled workday, or if a holiday interferes with the pay date, the electronic transfer shall be made no later than 8 a.m. one day earlier than the regular pay date and said electronic transfer shall be pre-dated to allow access to the monies on that date.

D. It is agreed that all paychecks or deposits issued the week of Thanksgiving shall be made on the Tuesday before Thanksgiving.

E. Employees on supplemental contracts may be paid in twenty-six (26) equal installments over a twelve (12) month period in a fiscal year, or in one (1) lump sum at the completion of the supplemental contract with approval of the Superintendent with twenty (20) days' notice to the Board Treasurer. The employee on such supplemental contract must file with the Board Treasurer the proper paperwork at the beginning of the school year. If the employee chooses

Mon, 01/13/2025 04:30:00 PM SERB

to receive the payment in one (1) lump sum, the supplemental contract shall be paid on the next pay period following completion of the supplemental contract.

25.03 Teachers who are required to drive their personal vehicle for job related duties shall be reimbursed mileage at the IRS rate per mile.

25.04 The salary schedules listed below shall become effective with the effective date of this Agreement.

South Point Local School District
Salary Schedule 2023-2024

Base Salary: $ 38,460

Steps		BA	5 Years Training No Masters	MA	MA + 30
0		38,460	43,521	45,714	49,344
		1.0000	1.1316	1.1886	1.2830
1		43,521	45,175	47,560	51,575
		1.1316	1.1746	1.2366	1.3410
2		44,979	46,829	49,406	53,806
		1.1695	1.2176	1.2846	1.3990
3		46,440	48,483	51,252	56,036
		1.2075	1.2606	1.3326	1.4570
4		47,902	50,136	53,098	58,267
		1.2455	1.3036	1.3806	1.5150
5		49,363	51,790	54,944	60,498
		1.2835	1.3466	1.4286	1.5730
6		50,825	53,444	56,790	62,728
		1.3215	1.3896	1.4766	1.6310
7		52,286	55,098	58,636	65,690
		1.3595	1.4326	1.5246	1.7080
8		53,748	56,752	60,482	66,113
		1.3975	1.4756	1.5726	1.7190
9		55,209	58,405	62,328	66,536
		1.4355	1.5186	1.6206	1.7300
10		56,671	60,059	64,174	66,959
		1.4735	1.5616	1.6686	1.7410
11		58,132	61,713	66,020	67,882
		1.5115	1.6046	1.7166	1.7650
12		59,594	63,367	67,867	69,151
		1.5495	1.6476	1.7646	1.7980
13		61,055	65,020	69,713	71,574
		1.5875	1.6906	1.8126	1.8610
14-18		62,517	66,674	71,559	73,805
		1.6255	1.7336	1.8606	1.9190
19-24		62,517	66,674	71,559	73,805
	Plus	1,250	1,250	1,250	1,250
	Total	**63,767**	**67,924**	**72,809**	**75,055**
25-30		63,767	67,924	72,809	75,055
	Plus	1,500	1,500	1,500	1,500
	Total	**65,267**	**69,424**	**74,309**	**76,555**
31+		65,267	69,424	74,309	76,555
	Plus	2,000	2,000	2,000	2,000
	Total	**67,267**	**71,424**	**76,309**	**78,555**

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired 150 Semester and/or 225 Quarter undergraduate and/or graduate hours since the beginning of their college work.
NOTE: Placement on the MA+30 salary column is interpreted to be those teachers who have acquired 30 Semester and/or 45 quarter graduate hours not needed in the conferring of the Master's Degree.

South Point Local School District
Salary Schedule 2024-2025

Base Salary: **$ 39,998**
4% Increase

Steps		BA	5 Years Training No Masters	MA	MA + 30
0		39,998	45,262	47,542	51,318
		1.0000	1.1316	1.1886	1.2830
1		45,262	46,982	49,462	53,638
		1.1316	1.1746	1.2366	1.3410
2		46,778	48,702	51,382	55,958
		1.1695	1.2176	1.2846	1.3990
3		48,298	50,422	53,302	58,278
		1.2075	1.2606	1.3326	1.4570
4		49,818	52,142	55,222	60,598
		1.2455	1.3036	1.3806	1.5150
5		51,338	53,862	57,142	62,917
		1.2835	1.3466	1.4286	1.5730
6		52,858	55,582	59,062	65,237
		1.3215	1.3896	1.4766	1.6310
7		54,378	57,302	60,982	68,317
		1.3595	1.4326	1.5246	1.7080
8		55,898	59,022	62,901	68,757
		1.3975	1.4756	1.5726	1.7190
9		57,418	60,742	64,821	69,197
		1.4355	1.5186	1.6206	1.7300
10		58,938	62,462	66,741	69,637
		1.4735	1.5616	1.6686	1.7410
11		60,458	64,181	68,661	70,597
		1.5115	1.6046	1.7166	1.7650
12		61,978	65,901	70,581	71,917
		1.5495	1.6476	1.7646	1.7980
13		63,497	67,621	72,501	74,437
		1.5875	1.6906	1.8126	1.8610
14-18		65,017	69,341	74,421	76,757
		1.6255	1.7336	1.8606	1.9190
19-24		65,017	69,341	74,421	76,757
	Plus	1,500	1,500	1,500	1,500
	Total	**66,517**	**70,841**	**75,921**	**78,257**
25-30		66,517	70,841	75,921	78,257
	Plus	2,000	2,000	2,000	2,000
	Total	**68,517**	**72,841**	**77,921**	**80,257**
31+		68,517	72,841	77,921	80,257
	Plus	2,500	2,500	2,500	2,500
	Total	**71,017**	**75,341**	**80,421**	**82,757**

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired 150 Semester and/or 225 Quarter undergraduate and/or graduate hours since the beginning of their college work.
NOTE: Placement on the MA+30 salary column is interpreted to be those teachers who have acquired 30 Semester and/or 45 quarter graduate hours not needed in the conferring of the Master's Degree.

South Point Local School District
Salary Schedule 2025-2026

Base Salary: **$ 41,198**
3% Increase

Steps		BA	5 Years Training No Masters	MA	MA + 30
0		41,198	46,620	48,968	52,857
		1.0000	1.1316	1.1886	1.2830
1		46,620	48,391	50,945	55,246
		1.1316	1.1746	1.2366	1.3410
2		48,181	50,163	52,923	57,636
		1.1695	1.2176	1.2846	1.3990
3		49,747	51,934	54,900	60,025
		1.2075	1.2606	1.3326	1.4570
4		51,312	53,706	56,878	62,415
		1.2455	1.3036	1.3806	1.5150
5		52,878	55,477	58,855	64,804
		1.2835	1.3466	1.4286	1.5730
6		54,443	57,249	60,833	67,194
		1.3215	1.3896	1.4766	1.6310
7		56,009	59,020	62,810	70,366
		1.3595	1.4326	1.5246	1.7080
8		57,574	60,792	64,788	70,819
		1.3975	1.4756	1.5726	1.7190
9		59,140	62,563	66,765	71,272
		1.4355	1.5186	1.6206	1.7300
10		60,705	64,335	68,743	71,726
		1.4735	1.5616	1.6686	1.7410
11		62,271	66,106	70,720	72,714
		1.5115	1.6046	1.7166	1.7650
12		63,836	67,878	72,698	74,074
		1.5495	1.6476	1.7646	1.7980
13		65,402	69,649	74,675	76,669
		1.5875	1.6906	1.8126	1.8610
14-18		66,967	71,421	76,653	79,059
		1.6255	1.7336	1.8606	1.9190
19-24		66,967	71,421	76,653	79,059
	Plus	1,500	1,500	1,500	1,500
	Total	**68,467**	**72,921**	**78,153**	**80,559**
25-30		68,467	72,921	78,153	80,559
	Plus	2,000	2,000	2,000	2,000
	Total	**70,467**	**74,921**	**80,153**	**82,559**
31+		70,467	74,921	80,153	82,559
	Plus	2,500	2,500	2,500	2,500
	Total	**72,967**	**77,421**	**82,653**	**85,059**

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired 150 Semester and/or 225 Quarter undergraduate and/or graduate hours since the beginning of their college work.
NOTE: Placement on the MA+30 salary column is interpreted to be those teachers who have acquired 30 Semester and/or 45 quarter graduate hours not needed in the conferring of the Master's Degree.

South Point Local School District
Salary Schedule 2026-2027

Base Salary: **$ 42,434**
3% Increase

Steps		BA	5 Years Training No Masters	MA	MA + 30
0		42,434	48,018	50,437	54,443
		1.0000	1.1316	1.1886	1.2830
1		48,018	49,843	52,474	56,904
		1.1316	1.1746	1.2366	1.3410
2		49,626	51,668	54,511	59,365
		1.1695	1.2176	1.2846	1.3990
3		51,239	53,492	56,547	61,826
		1.2075	1.2606	1.3326	1.4570
4		52,851	55,317	58,584	64,287
		1.2455	1.3036	1.3806	1.5150
5		54,464	57,142	60,621	66,749
		1.2835	1.3466	1.4286	1.5730
6		56,076	58,966	62,658	69,210
		1.3215	1.3896	1.4766	1.6310
7		57,689	60,791	64,695	72,477
		1.3595	1.4326	1.5246	1.7080
8		59,301	62,616	66,732	72,944
		1.3975	1.4756	1.5726	1.7190
9		60,914	64,440	68,768	73,411
		1.4355	1.5186	1.6206	1.7300
10		62,526	66,265	70,805	73,877
		1.4735	1.5616	1.6686	1.7410
11		64,139	68,090	72,842	74,896
		1.5115	1.6046	1.7166	1.7650
12		65,751	69,914	74,879	76,296
		1.5495	1.6476	1.7646	1.7980
13		67,364	71,739	76,916	78,970
		1.5875	1.6906	1.8126	1.8610
14-18		68,976	73,563	78,953	81,431
		1.6255	1.7336	1.8606	1.9190
19-24		68,976	73,563	78,953	81,431
	Plus	1,500	1,500	1,500	1,500
	Total	**70,476**	**75,063**	**80,453**	**82,931**
25-30		70,476	75,063	80,453	82,931
	Plus	2,000	2,000	2,000	2,000
	Total	**72,476**	**77,063**	**82,453**	**84,931**
31+		72,476	77,063	82,453	84,931
	Plus	2,500	2,500	2,500	2,500
	Total	**74,976**	**79,563**	**84,953**	**87,431**

NOTE: Placement on the 5 Years Training No Masters salary column is interpreted to be those teachers who have acquired 150 Semester and/or 225 Quarter undergraduate and/or graduate hours since the beginning of their college work.
NOTE: Placement on the MA+30 salary column is interpreted to be those teachers who have acquired 30 Semester and/or 45 quarter graduate hours not needed in the conferring of the Master's Degree.

Mon, 01/13/2025 04:30:00 PM SERB

25.06 All new negotiated money related items will take effect retroactive to the start of the 2021-2022 school year, except as otherwise specifically stated herein.

25.07 Pay year with 27 pays [must be 26]:

A. If and when an adjustment needs to be made in the employees pay schedule the adjustment will be made in the month of September.

B. There will be a three-week period instead of a two-week period between the last August check and the first September check.

C. The employees will be notified before the last day of school preceding the September that the schedule change will take place.

25.08 If an employee finishes enough college credit that would put them in a new pay column and that employee provides proof of credit to the Treasurer before September 30 (to be followed by an official transcript), the employee shall receive the pay increase for that school year. If an employee finishes enough college credit that would put them in a new pay column and that employee provides proof of credit to the Treasurer before January 30 (to be followed by an official transcript), the employee shall receive the pay increase for only the second semester of that school year.

ARTICLE 26
NEGOTIATION PROCEDURE

A. The Board and the Association recognize their obligation to meet at all reasonable times and places agreed upon by the parties, to bargain in good faith upon all subjects as defined in Ohio Revised Code, Section 4117.08(A), excluding those managerial functions which are prohibited as subject for collective bargaining by Section 4117.08(B), and excluding those managerial functions reserved to management in Section 4117.08(C) except as such managerial functions affect wages, hours, terms and conditions of employment.

B. The Board and the Association agree that neither side shall have more than seven (7) representatives, exclusive of outside consultants and legal counsel, at any session of negotiations, unless the parties agree to increase the number of representatives for a specific meeting; however, the representatives shall not necessarily be the same individuals each session.

C. The Board will be guided by law concerning its obligation not to attempt to control the Association's selection of representatives, as the Association will likewise not attempt to control the Board's selection of representatives. All representatives shall be in compliance with ORC 4117.

D. Either team may call upon the use of consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.

Mon, 01/13/2025 04:30:00 PM SERB

E. The Board's and the Association's chief negotiators shall memorialize in writing items tentatively agreed to in negotiations. However, such items shall not have contractual status between the parties until incorporated into an entire contractual package and ratified by the Association and adopted by the Board.

F. The parties acknowledge that they have an alternative dispute resolution procedure to that provided in Ohio Revised Code Section 4117.14, which alternative procedure supersedes the provisions of that Section. Under the agreed-upon alternative dispute resolution procedure, if impasse is declared by either party, or the parties are unable to reach agreement on all issues submitted for negotiations, either party may declare impasse on the issues yet unresolved. If impasse is declared the parties will mutually request assistance from the Federal Mediation and Conciliation Services in the form of a Mediator selected by the FMCS. The mediator shall act in such capacity until one or both parties declare otherwise, or until agreement is reached. However, if agreement is not reached through mediation within thirty (30) calendar days from the beginning of federal mediation the Association may initiate the provisions of Section 4117.14(D) (2) of the ORC. This procedure is in lieu of the provisions contained in ORC Section 4117.14, but does not waive the Association's rights under Section 4117.14(D) (2), subject to the condition that the Association shall not resort to a strike until the impasse procedure has been exhausted and notice as required by the statute has been given. The mediator has no authority to recommend or to bind either party to any agreements.

G. When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be first submitted to the Association for ratification. Upon notifying the Superintendent by the President of the Association that the Association has properly ratified the Agreement, it shall be submitted to the Board for its consideration, and the Board will then conduct a ratification vote on the Agreement as soon as feasible.

H. Between ninety (90) to sixty (60) days prior to the expiration of this Agreement in any year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence bargaining. The parties shall mutually schedule its first negotiations session immediately following such written notice. The first meeting shall be for the parties to exchange packages.

I. All contract language not addressed in negotiations remains current contract language.

J. If during the life of this Agreement, in-term bargaining is required as a provision of this Agreement; ordered by SERB as the result of a violation of a provision of this Agreement; ordered by a court of competent jurisdiction as the result of a violation of a provision of this Agreement; or by mutual consent of both parties, said bargaining procedures shall be in keeping with the procedures set forth in this Article.

Mon, 01/13/2025 04:30:00 PM SERB

K. The South Point Board of Education and the South Point Association of Classroom Teachers agree that during in-term bargaining, the bargaining procedures shall be in keeping with the procedures set forth in this Article 26 – Negotiation Procedure of the Master Contract Agreement.

ARTICLE 27
NON-DISCRIMINATION

A member of the bargaining unit shall not be discriminated against by either the Board or the Association on the basis of race, sex, religion, national origin, marital status, handicap or age. All policies, practices, procedures and regulations shall be applied fairly and without discrimination.

ARTICLE 28
MANAGEMENT RIGHTS

The Board has the right to exercise the rights stipulated under ORC Section 4417.08 (c) (1) through (9).

ARTICLE 29
EMPLOYMENT OF RETIREES

29.01 A retiree is defined as a certified and/or licensed staff member who has retired through a Teachers Retirement System.

29.02 A newly employed retiree shall be placed in his/her actual educational/experience column at Step 5 of the current contract and shall remain at Step 5 while employed as a retiree.

29.03 Retirement from the South Point Local School District shall be considered a break in employment. Rehire date supersedes prior employment date in the South Point Local School District.

29.04 The Board of Education will provide health insurance according to the rules of the State Teachers Retirement System of Ohio, or other state retirement systems where applicable. If the applicable state teachers' retirement system rules provide access to insurance coverage for employed retirees, the employed retiree will not be eligible to enroll in the School District's insurance plan. The employed retiree must meet all eligibility requirements of the District's insurance carrier. All employed retirees are required to pay the employee share of individual or family coverage if applicable.

29.05 Employed retirees may be employed on a series of one (1) year limited contracts. Employed retirees shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. Employed retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC. Prior to employment the retiree shall be given notice of this provision and shall acknowledge their understanding of the

Mon, 01/13/2025 04:30:00 PM SERB

provision. The decision of the Board to non-renew a retirees is not subject to the grievance procedure.

29.06 Employed retirees will receive 15 sick days for each year of employment. Sick leave shall accrue at 1 $^1/_4$ days per month. No sick days accrued prior to retirement may be carried over to retiree's employment. The employed retiree will receive 3 personal days for each year of retiree's employment. The use of personal days shall be in accordance with the CBA. Any remaining sick days or personal days left at the end of each year of employment shall be sold to the Board at the rate of $90.00 per day.

29.07 Employed retirees shall not be eligible to receive a severance payment upon leaving employment with the District, nor will he or she accrue seniority. This provision is effective September 1, 2010. Any employed retiree employed prior to September 1, 2010 shall not be bound by this Article.

29.08 If the Board reduces staff in accordance with the Reduction in Force procedure in the Master contract, the employed retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights. A retiree shall always remain at the bottom of the seniority list of bargaining unit members.

29.09 Subject to these provisions, the employed retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the South Point Association of Classroom Teachers Association/OEA/NEA. And shall be entitled to all provisions of the CBA except those rights and benefits specifically addressed in this Article.

29.10 This provision and such salary and individual contract provisions with employed retirees shall expressly supersede ORC Section 3317.13 and all other applicable laws.

ARTICLE 30
DURATION AND RENEGOTIATIONS

30.01 This contract shall be effective as of August 1, 2024, and will continue and remain in full force and effect until August 31, 2027.

30.02 This contract supersedes all Board policy, rules, and regulations that are inconsistent with this contract.

30.03 At the request of either party, no sooner than ninety (90) days or later than sixty (60) days prior to the expiration of this Agreement, the parties shall commence to negotiate a successor agreement.

30.04 Upon ratification of this Agreement by both the Association and the Board, the Agreement shall be printed in booklet form with the cost to be shared equally between the Board and the Association.

Mon, 01/13/2025 04:30:00 PM SERB

30.05 ORC 3302.10 ACKNOWLEDGEMENT

As required by Section 3302.10(P) of the Ohio Revised Code, the provisions of 3302.10 are incorporated by reference as part of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the dates set forth.

FOR THE BOARD:

FOR THE ASSOCIATION:

Chad Goff

Lynn Murnahan

Angie Dalton

DATE 11/18/24

DATE 11/13/24

Mon, 01/13/2025 04:30:00 PM SERB

TODAY'S DATE _____

SOUTH POINT LOCAL SCHOOL DISTRICT

PERSONAL LEAVE REQUEST

I hereby request _____day(s) personal leave.

to be effective _____date(s).

_____
Signature

_____
Building

( ) Approved ( ) Disapproved

_____
Building Principal or Supervisor

_____
Superintendent

CIRCLE

Number of $^{1}/_{2}$ personal leave days taken this school year 1 2

A maximum of two half day personal leaves are allowed per school year.

All other personal leave time will be charged as a full day.

Mon, 01/13/2025 04:30:00 PM SERB

SOUTH POINT LOCAL SCHOOL DISTRICT

APPLICATION FOR PROFESSIONAL DAY

Per Article 15 of the Master Contract

EMPLOYEE REQUEST_____ADMINISTRATIVE REQUEST_____

Request for_____day(s) leave by member of the professional staff.

Date of application of leave _____

Date(s) of leave _____

Name_____

School _____ Position _____

Reasons for leave

_____

_____

_____

Will a substitute be needed? _____

Is reimbursement for the substitute available? _____

Who should be invoiced for reimbursement? _____

LIST ANTICIPATED EXPENSES IF	TRAVEL/MILEAGE: _____	$_____
SUCH IS TO BE CONSIDERED FOR	MEALS: _____	$_____
PAYMENT BY THE SOUTH POINT	LODGING: _____	$_____
BOARD OF EDUCATION:	INCIDENTALS:	$_____
	REGISTRATION FEES	$_____
Approval Signature of:	TOTAL	$_____

Principal _____Date

Superintendent _____Date

Mon, 01/13/2025 04:30:00 PM SERB

APPROVED WORKSHOP REIMBURSEMENT FORMS
(To Be Completed FOLLOWING Completion of Meeting or Training)

NAME AND LOCATION OF MEETING: _____

_____

Dates of Meeting _____

Educational Purpose _____

Local Sponsoring Agency: _____

Was a Substitute Teacher Needed? _____

LIST ACTUAL EXPENSES:
***ITEMIZED RECEIPTS MUST BE ATTACHED**

TRAVEL: _____ $_____
MEALS: _____ $_____
LODGING: _____ $_____
INCIDENTALS: $_____
REGISTRATION FEES $_____
TOTAL $_____

DATE: _____

_____
SIGNATURE OF EMPLOYEE

ACTION TAKEN:

_____

_____

_____

_____

_____
BUILDING PRINCIPAL

_____

_____
SUPERINTENDENT OF SCHOOLS

Mon, 01/13/2025 04:30:00 PM SERB

SOUTH POINT LOCAL SCHOOL DISTRICT

STATEMENT OF EXCUSED ABSENCE FROM DUTY

(Principals and Supervisors are to attach this format to each certification for payroll.)

Employee's Name _____

*Inclusive dates of absence _____

Reason for absence – check one:

( ) Personal illness – Name of physician _____

( ) Illness in family – Give relationship _____

_____

*I hereby certify that I was physically incapable of performing my duties on the date or dates of absence as indicated above; or that it was imperative for me to be with my ailing relative on the above date or dates of absence; or that it was necessary for me to be absent from duty in accordance with the standing board approved negotiations agreement for days of personal leave; or leave without pay taken voluntarily by me or with the concurrence of my immediate supervisor.

_____
(Employee's Signature)

_____
(Where Employed)

_____
(Principal or Supervisor Signature)

_____
(Superintendent Signature)

FALSIFICATION OF A STATEMENT IS GROUNDS FOR SUSPENSION OR TERMINATION OF EMPLOYMENT UNDER SECTION 3319.06 OF THE REVISED CODE.

The above certificate must accompany P/R report.

Checks will not be released until certificates are filed.

Mon, 01/13/2025 04:30:00 PM SERB

TRAVEL IN DISTRICT

Fill Out Each Month

DATE	DESTINATION	MILEAGE	TIME OF DAY	PURPOSE OF TRIP

EMPLOYEE

SUPERINTENDENT

Mon, 01/13/2025 04:30:00 PM SERB

ASSOCIATION LEAVE

South Point Local School District
South Point Association of Classroom Teachers

The individual applying for Association Leave is to give a copy of this form (with the S.P.A.C.T. President's signature) to the S.P.A.C.T. Treasurer. The original signed form is to be given to your principal.

Application for_____day(s) leave for association business.

Date of application _____

Date(s) of leave _____

Name _____

Building _____

LIST ANTICIPATED EXPENSES IF SUCH IS TO BE CONSIDERED FOR PAYMENT BY THE SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS:	TRAVEL/MILEAGE: _____	$_____
	MEALS _____	$_____
	LODGING: _____	$_____
	INCIDENTALS:	$_____
	REGISTRATION FEES	$_____
	TOTAL	$_____

Signature of:

S.P.A.C.T. President _____Date_____

Principal _____Date_____

Superintendent _____Date_____

Mon, 01/13/2025 04:30:00 PM SERB

REIMBURSEMENT FROM SPACT FOR ASSOCIATION LEAVE

(To be Completed FOLLOWING Completion of Association Leave and given to the Association's Treasurer along with a copy of the signed Association Leave Form for payment.)

NAME _____

Dates of Association Leave _____

LIST ACTUAL EXPENSES:

***ITEMIZED RECEIPTS MUST BE ATTACHED**

TRAVEL: _____ $ _____

MEALS: _____ $ _____

LODGING: _____ $ _____

INCIDENTALS: $ _____

REGISTRATION FEES $ _____

TOTAL **$ _____**

DATE: _____ _____

SIGNATURE OF S.P.A.C.T. MEMBER

ACTION TAKEN:

_____

_____

_____

_____

S.P.A.C.T. TREASURER (signature) DATE

Mon, 01/13/2025 04:30:00 PM SERB

GRIEVANCE REPORT

Name of Grievant _____ Date Filed _____

Master Contract (section) violation _____ Date-cause of grievance occ. _____

Statement of Grievance:

_____

_____

_____

Relief sought (if additional space is needed, attach additional sheet):

_____

_____

_____

_____
SPACT Member's Signature Date

_____ _____
SPACT President SPACT Grievance Chairperson

STEP I

Disposition by Principal or Immediate Supervisor _____

_____

_____
Signature Date

Position of Grievant and/or Association:

Continue to **next step** or **dismiss grievance** (mark one)

Signature _____ Date _____

Mon, 01/13/2025 04:30:00 PM SERB

STEP II

Date Received by Superintendent _____

Disposition of Superintendent _____

_____

_____

_____
Signature Date

Position of Grievant and/or Association:

Continue to next step or dismiss grievance (mark one)

_____
Signature Date

STEP III

Date submitted to Board of Education _____

Disposition and Award of Board of Education _____

_____

_____
Signature Date

SICK LEAVE AND/OR PERSONAL LEAVE BUY BACK

To: All Certified Employees

From: Treasurer - South Point School District Treasurer's Office

Subject: Sick Leave and/or Personal Leave Buy Back

Date: _____

SICK LEAVE

Per Article Section 15.01 Paragraph I, the Board will pay a bargaining unit member at the rate of substitute pay + $15.00 for any unused sick leave days, up to a maximum of 15 days earned each year. The bargaining unit member must have and maintain a 150-days sick leave balance minimum before he/she can sell back-unused sick leave days. If the bargaining unit member has and maintains a 150-sick leave balance minimum, he/she has the option of adding the unused sick leave days to his/her accumulation or accepting the buy-out option.

PLEASE SIGN, DATE AND RETURN BY **MAY 15**. MARK THE APPROPRIATE OPTION BELOW AND RETURN TO THE PAYROLL DEPARTMENT IN THE TREASURES OFFICE.

I_____ Elect to be paid for my unused sick leave, for the

_____School Year, and by my signature affirm that I have the required, minimum balance of 150 sick days accumulated.

I_____ Elect for my unused sick leave for the _____ School Year, to be added to my accumulated sick leave days.

PERSONAL LEAVE

Please note Article 15 section 15.05 of the current contract gives the option of letting unused personal days be converted to sick leave or receiving payment for them at the rate of substitute pay plus $15.00.

PLEASE INDICATE BELOW, WITH YOUR SIGNATURE YOUR PREFERENCE AND RETURN TO THE TREASURER'S OFFICE BY **MAY 15**.

I _____wish to be paid for my unused personal days.

I _____wish the balance of my personal days to be converted to sick leave and added to my accumulated sick leave days.

Mon, 01/13/2025 04:30:00 PM SERB

TEACHER'S CONTRACT – LIMITED

Rev. Code Secs. 3313.33; 3319.08, .09

AN AGREEMENT entered into between _____and the Board of Education of South Point Local School District in Lawrence County, Ohio; the said _____ hereby agrees to teach in the Public Schools of said District for a period of

.

Said _____further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of the adopted salary schedule.

Entered into at South Point, Ohio this_____day of _____, 20__.

"The Master Contract negotiated between the Association and Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided by law."

_____

Teacher

THE BOARD OF EDUCATION

By _____

President

_____

Treasurer

Sec. 3319.12. Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year. Provisions of Sec. 3319.11, as to expiration, apply to all Limited Contracts

Mon, 01/13/2025 04:30:00 PM SERB

TEACHER'S CONTRACT – CONTINUING

Rev. Code Secs. 3313.33; 3319.09, .11, .12

AN AGREEMENT entered into between _____and the Board of Education of South Point Local School District in Lawrence County, Ohio; the said _____ hereby agrees to teach in the Public Schools of said District from the date of this Contract until he/she resigns, elects to retire, is retired pursuant to law, or until said Contract is terminated or suspended as provided by law.

Said _____further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the
office of its Treasurer, to the said _____the sum of the adopted salary schedule. Said sum to be payable in a specified number of monthly installments as shall be indicated in Notices to be sent annually as provided by law.

Entered into at South Point, Ohio this _____ day of , 20__.

"The Master Contract negotiated between the Association and Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in said Master Contract or by provisions provided by law."

_____
Teacher

THE BOARD OF EDUCATION

By _____
President

_____
Treasurer

Sec. 3319.12. Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.

Mon, 01/13/2025 04:30:00 PM SERB

Teacher Performance Evaluation Rubric

The Teacher Performance Evaluation Rubric is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30 minute observation and post conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the preconference, observation, post-conference ***and*** classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators Are not expected to gather evidence on all ***indicators*** for each observation cycle. Likewise. teachers may, but are not required to bring additional pieces of evidence to address all indicators The professionalism section of the rubric may use evidence collected during the pre-conferences and post conferences as well as Information from the Professional Growth and/or Improvement Plan, if applicable

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources* **of** *Evidence: pre-conference, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High- Quality Student Data** **Element 1.1** **Element 1.2** **Element 1.3** **Element 3.3**	**The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).**	**The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.**	**The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) end monitors student progress toward goal(s).**	**The teacher thoroughly and correctly analyzes trends and patterns In at least lwo sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).** **The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting**
	Evidence	Click or tap here to enter text	Click or tap here to enter text	Click or tap here to enter text.	Click or tap here to enter text
	Connections to prior and future learning **Element 1.2** **Element 2.1** **Element 2.2** **Element 2.4** **Element 2.5**	**The teacher plans lessons that demonstrate no connections to student prior learning or future learning.**	**The teacher plans lessons that attempt to make connections with student prior learning or future learning, These connections are not clear.**	**The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.**	**The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and Includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher**

Mon, 01/13/2025 04:30:00 PM SERB

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards	The teachers instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs. school and district priorities **or** the standards	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The **teacher's** instructional plan incorporates activities, assessments and resources. Including available technology, that aligns with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on **school and** district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS	**Planning Instruction for**	**The teacher's instructional plan makes**	The teachers instructional **plan** makes minimal	The teachers instructional plan reflects connections to	The teacher's instructional plan reflects consistent

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components** j				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data. pre-conference, artifacts, student surveys*	**the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture. developmental characteristics or backgrounds.	connections to student experience, culture, developmental characteristics or student backgrounds	student experiences, culture and developmental characteristics. These may include poor learning, abilities, strengths, needs. talents, backgrounds, skills, language proficiency and interests	connections to student experience, culture and developmental characteristics. These may include poor learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard **4:** Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference*	Communication with students	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance for students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content specific developmentally appropriate language or content specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
formal observation, classroom walkthroughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional, or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors and incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY (*continued*)	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) ***Possible Sources of Evidence: pre-conference, post-conference,***	Classroom routines and procedures. Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and endured by students. Students initiate responsibility for effective operations of the classroom.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
formal observation, classroom walkthroughs/informal observations, peer review, student surveys	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency. Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them affectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among student and teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	**The teacher does not use varied assessments.**	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
Possible Sources of Evidence: pre-conference, formal observation, classroom walkthroughs/informal observations, assessments, student portfolios, post-conference		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of Student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) ***Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review***	Communication and collaboration with families. Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with student and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication And collaboration with colleagues **Element 6.3**	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities **Element 7.1**	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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Exhibit B

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: **Grade(s)** Area(s): **Date:**

Evaluator Name: **Time** Walkthrough Begins: **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teachers evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional Informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
❑ Teacher is consistent and effective In communicating appropriate, needs based, differentiated learning goals	❑ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
❑ Instructional time is used effectively	❑ Information is presented in multiple formats
❑ Teacher combines collaborative and whole class Naming opportunities	❑ Routines, procedures and transitions we consistent, effective and maximize instructional
❑ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	❑ Feedback Is substantive, specific, timely and supports student learning
❑ Lesson makes clear and coherent connections with student prior learning and future learning	❑ Teacher selects, develops and uses multiple assessments
❑ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	❑ Teacher uses differentiated instructional strategies and resources for groups of students
❑ Other	❑ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

FINAL MARCH 27, 2020

Mon, 01/13/2025 04:30:00 PM SERB

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

FINAL March 27, 2020

Mon, 01/13/2025 04:30:00 PM SERB

Exhibit C

#EachChildOurFuture

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan, The plan must align to any Strict and/or building improvement pan(s). The Professional Growth Plea is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide professional development opportunities and support the teacher by providing resources (e.g. time, financial) The Professional Growth Plan must be dear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps 8 Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Gal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____Date._____

Evaluators Signature: _____Date:_____

The evaluator's signature on this form verifies the proper procedures as detailed In the local contract have been followed.

Ohio Department of Education

Mon, 01/13/2025 04:30:00 PM SERB

Improvement Plan

Teacher Name: _____ Grade Level/Subject: _____

School year: _____ Building. _____ Date of Improvement Plan Conference. _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of Ineffective. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan. the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section **1:** Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession.*** Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—Lis specific goals) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Mon, 01/13/2025 04:30:00 PM SERB

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development

Section 5: Alignment to District and/or Building Improvement Plan(s)—Describe the assignment to the District and/or Building Improvement Plan

Comments:

Date for Improvement Plan to be evaluated _____

Teachers Signature: _____Date _____

Evaluator's Signature: _____Date. _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Mon, 01/13/2025 04:30:00 PM SERB

Improvement Plan: Evaluation of Plan

Teacher Name _____ Grade Level/ Subject _____

School Year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following:

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature below indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Mon, 01/13/2025 04:30:00 PM SERB

EXHIBIT E

Ohio Teacher Evaluation System | **Self-Assessment**

Self-Assessment Summary Tool

Directions: Teachers should record evidence to Indicate strengths and areas for growth for each standard. Name:
Then, look across all the standards holistically and identify priorities for the upcoming year. Date:
Note these two priorities with check marks in the far-right column.

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction, and intervention for special population			
Standard 2: Content	• Knowledge of content • Use of content-specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio's Learning Standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goat-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio's Learning Standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productivity and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			

Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuance, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student			

Mon, 01/13/2025 04:30:00 PM SERB

Exhibit F

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text. Evaluator Name: Click or tap here to enter text.

Content Area(s): Click or tap here to enter text. Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.
2. Click Cr tap here to enter text.

The high-quality student data Instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

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

AND

The teacher must use the data generated from the high-quality student data Instrument by:

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

Comments: Click *or* tap here to enter text.

Teacher Signature: Data: Click or tap to enter a date

HQSD Approval Signature: Date: Click or tap to enter a date.

Mon, 01/13/2025 04:30:00 PM SERB

South Point Local School District

Online Day Plan Resolution

RESOLUTION ADOPTING AN ONLINE DAY PLAN

Online day plans are an alternative to making up hours due to school closure under several circumstances. An online day plan may be used to make up hours in a school year for circumstances necessary to close schools. The circumstances in Law are:

Disease Epidemic, Hazardous Weather, Law Enforcement Emergencies, Inoperability of School Buses or Other Equipment Necessary to the School's Operation, Damage to a School Building, or Temporary Circumstances Due to Utility Failure Rendering the School Building Unfit for School Use

WHEREAS, the South Point Local Board of Education desires that students have learning opportunities even when schools are closed for any *of* the reasons specified in section 3313.482 of the Ohio Revised Code; and In excess of the number of days authorized in section 3313. 48; and

WHEREAS, section 3313.482 authorizes a board of education to file a plan with the Ohio Department of Education to provide online learning opportunities through an online day plan for student in lieu of attendance on such excess days:

The South Point Local Board of Education is adopting this resolution September of 2023 lo lake effect during the 2023-2024 school year and be used during subsequent years.

NOW THEREFORE BE IT, AND IT IS, HEREBY RESOLVED that the South Point Local Board of Education hereby approves the following plan.

PLAN FOR ONLINE DAY PLAN

Pursuant to Ohio Revised Code section 3313.482, the board of education of South Point Schools hereby authorizes the following plan lo allow students of the district to access and complete classroom lessons in order to fulfill up to a maximum of the number of hours that are the equivalent of days allowed by the state because of the closing of schools for any of the reasons specified in section 3313.482. Each plan should be designed to ensure continuity of learning for students during a school closure. Each school or district is required to adopt an online day plan by Aug. 1 of each school year.

Mon, 01/13/2025 04:30:00 PM SERB

1) This plan is adopted, pursuant to approval of the Board of Education September 2023.

2) This plan includes the written consent of the teachers' employee representative as designated under division (8) of section 4117 04. Such consent is on file in the official file of the board of education and is hereby incorporated into this plan as if specifically rewritten.

3) South Point Local School Districl, to the extent possible, will provide for teacher-directed synchronous learning in which the teacher and studenls are inicracting in reel time on a virtual learning platfonn during the closure from a platform such as Google Classroom;

4) South Point Local School District's attendance requiremcnls, including how the school will document participation, will be done through completion of said lessons and communication through the learning platform and/or school email;

5) Equitable access to quality instruction will be ensured and South Point Local School District will address the needs of student with disabilities, English learners, and other vulnerable student populations through contact to intervention specialist, counselors, the ELL liaison and any other person available by email which is located on South Point Local School District’s website;

6) The process the school or district will use to notify staff, students and parents that it will be using online delivery of instruction will be done both on social media and by a district all call system;

7) Contacting teachers by email or a virtual learning platform during the closure will be possible by using Google Classroom virtual learning platform student logins or through staff email located on the South Point Local School District’s website;

8) South Point Local School District will meet the needs of staff and students regarding internet connectivity and technology for online delivery of instruction by providing Google Classroom and staff and student email addresses.

9) Any student without access to a device or internet or hasn’t been assigned a device would have 2 weeks upon returning to school to complete any necessary assignments.

Mon, 01/13/2025 04:30:00 PM SERB

The duly authorized representatives of the Board and the Association have executed this MOU on the date set forth by each name, and it shall be effective upon signature of all parties.

For the South Point Association of Classroom Teachers:

SPACT President — Date 11/11/24

SPACT Vice President — Date 11/11/24

For the South Point Local School District Board of Education:

~~Chris Mathes, Superintendent~~ — Date 11/11/24

Lee Elliott, Treasurer — Date 11/11/24

Mon, 01/13/2025 04:30:00 PM SERB

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH POINT BOARD OF EDUCATION AND SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS/OEA/NEA REGARDING COMPENSATION FOR CLASS COVERAGE

This Memorandum of Understanding ("MOU") is entered into by and between the South Point Local School District Board of Education (Board) and the South Point Association of Classroom Teachers (Association) to address compensation for bargaining unit members who are asked to cover a class during their planning time during the 2023-2024 school year.

WHEREAS, due to shortages of substitute teachers, bargaining unit members have had to cover classes for an absent teacher during their planning time; and

WHEREAS, the Board desires to compensate bargaining unit members for such loss of planning time; and

WHEREAS, the Board and the Association are operating under the terms of a Collective Bargaining Agreement (CBA) effective from August 1, 2021 through July 31, 2024.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association, effective immediately upon the signing of this document by the representatives of all parties, that:

1. For the 2023-2024 school year, if a bargaining unit member volunteers at the supervisor's request or is assigned by the supervisor to assume the responsibility for another bargaining unit member's class during all or part of his/her planning time, that bargaining unit member shall be paid thirty dollars ($30.00) on each day that this occurs. No bargaining unit member shall receive more than thirty dollars ($30.00) per day for loss of planning time. The supervisor shall, when feasible, first solicit volunteers from the bargaining unit for such assignment but shall at all times retain the right to assign bargaining unit members. Compensation for loss of planning time shall be remitted to the teacher within the next applicable pay period.

2. The mew rate pf $30.00 shall be effective on passage by both parties (Association and Board).

3. This constitutes the entire agreement between the Board and Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein.

4. This MOU shall expire at the end of the 2023-2024 school year unless the parties mutually agree in writing to extend it.

Mon, 01/13/2025 04:30:00 PM SERB

The duly authorized representatives of the Board and the Association have executed this MOU on the date set forth by each name and it shall be effective upon signature of all parties.

FOR SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS/OEA/NEA:

SPACT President — Date: 11/14/24

FOR THE SOUTH POINT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Chris Mathes, Superintendent — Date: 11-14-24

Mon, 01/13/2025 04:30:00 PM SERB

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH POINT BOARD OF EDUCATION AND
SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS/OEA/NEA
REGARDING CREDIT UPON HIRE FOR PRIOR TEACHING SERVICE

This Agreement and Memorandum of Understanding ("MOU") is entered into by and between the South Point Association of Classroom Teachers ("SPACT") and the South Point Local School District Board of Education ("Board") to address prior service credit for new teacher hires.

WHEREAS, the Board and Association are operating under the terms of a Collective Bargaining Agreement (CBA) effective from August 1, 2024 through July 31, 2027; and

WHEREAS, Article 25, Section 25.01, of the CBA states, "Initial placement on the Teachers' Salary Schedule shall be determined in accordance with the applicable provisions of the Ohio Law;" and

WHEREAS, Ohio Revised Code Section 3317.13 provides for newly-hired teachers to be given credit for their years of prior teaching service as defined by statute up to a maximum of ten years, and Ohio Revised Code Section 3317.14 permits a board of education to establish its own requirements for granting service credit; and

WHEREAS, the Board desires to offer newly-hired teachers credit for prior years of teaching in excess of ten years on an interim basis, until the parties meet to negotiate a successor collective bargaining agreement;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and SPACT, effective immediately upon the signing of this document by the representatives of all parties, that:

1. Retroactive to May 8, 2023, and continuing through July 31, 2027, Article 25, Section 25.01, of the CBA shall be revised to state:

   > Initial placement on the Teachers' Salary Schedule shall be determined in accordance with the applicable provisions of the Ohio Law, except that, upon initial hire, a teacher shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by the State of Ohio and up to ten (10) years' experience credit for all years of out-of-state teaching service.

2. This constitutes the entire agreement between the Board and SPACT regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein.

3. This MOU shall not be construed to set precedent or to alter the provisions of the CBA with respect to compensation or otherwise, except as expressly set forth herein.

4. This MOU shall expire on July 31, 2027, unless the parties mutually agree in writing to extend it.

Mon, 01/13/2025 04:30:00 PM SERB

The duly authorized representatives of the Board and the Association have executed this MOU on the date set forth by each name, and it shall be effective upon signature of all parties.

For the South Point Association of Classroom Teachers:

_____ 11/11/24
, SPACT President (Date)

_____ 11/11/24
, SPACT Vice President (Date)

For the South Point Local School District Board of Education:

_____ 11/11/24
Chris Mathes, Superintendent (Date)

_____ 11/11/24
Lee Elliott, Treasurer/CFO (Date)

Mon, 01/13/2025 04:30:00 PM SERB

MEMORANDUM OF UNDERSTANDING

BETWEEN THE SOUTH POINT BOARD OF EDUCATION AND SOUTH POINT ASSOCIATION OF CLASSROOM TEACHERS/OEA/NEA REGARDING COMPENSATION FOR DYSLEXIA PROFESSIONAL DEVELOPMENT

This Agreement and Memorandum of Understanding ("MOU,.) is entered into by and between the South Point Association of Classroom Teachers ("SPACT") and the South Point Local School District Board of Education ("Board") to address compensation for certain bargaining with members who successfully complete dyslexia-related professional development that they are required to complete under Ohio law.

WHEREAS, due to a recent change in Ohio law (O.R.C. 3319.077), all kindergarten through third grade teachers, as well as teachers providing special education instruction to students in kindergarten through grade 12, except for teachers who provide instruction in fine arts, music, or physical education, must complete 18 hours of professional development aligned with the Ohio Dyslexia Guidebook on identifying characteristics of dyslexia and understanding pedagogy for instruction of students with dyslexia; and

WHEREAS, the Board and Association are operating under the terms of a Collective Bargaining Agreement (CBA) effective from August 1, 2021 through July 31, 2024, which provides for two teacher in-service days; and

WHEREAS, the collectively-bargained in-service days are being fully used for other state-mandated professional development training and cannot accommodate dyslexia-related professional development for teachers, so bargaining unit members who are required to complete dyslexia-related professional development will have to do so during their contractual planning time or outside of the contract day; and

WHEREAS, the Board desires to provide a one-time stipend to those bargaining unit members who successfully complete state-required dyslexia-related professional development by the dates specified herein, to compensate them for the additional work involved;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association, effective immediately upon the signing of this document by the representatives of all parties, that:

1. Bargaining unit members assigned to teach kindergarten or first grade for the 2022-2023 school year, including intervention specialists and teachers who are assigned to teach any kindergarten or first grade student during the school day for the 2022-2023 school year, shall each receive a one-time stipend in the amount of five-hundred dollars ($500.00), minus any applicable deductions, if they satisfactorily complete the dyslexia-related professional development required under Ohio law, pass the assessment at the end of the training, and obtain proof of completion from the Ohio Department of Education (ODE) on or before May 12, 2023.

2. Bargaining with members who are reassigned at the end of the 2022-2023 school year to teach kindergarten or first grade for the 2023-2024 school year, including intervention specialists and teachers who are assigned to teach any kindergarten or first grade student during the school day for the 2023-2024 school year, shall each receive a one-time stipend in the amount of five-hundred dollars ($500.00) if they satisfactorily complete the dyslexia-related professional development required under Ohio law, pass the assessment at the end of the training, and obtain proof of completion from ODE on or before August 1, 2023.

3. Bargaining unit members assigned to teach second or third grade for the 2023-2024 school year, including intervention specialists and teachers who are assigned to teach any second or third grade student during the school day for the 2023-2024 school year, shall each receive a one-time stipend in the amount of five-hundred dollars ($500.00) if they satisfactorily complete the dyslexia-related professional development required under Ohio law, pass the assessment at the end of the training, and obtain proof of completion from ODE on or before May 12, 2024. Such teachers shall not be eligible to receive a stipend prior to the end of the 2023-2024 school year.

4. Bargaining unit members who are reassigned at the end of the 2023-2024 school year to teach second or third grade for the 2024-2025 school year, including intervention specialists and teachers who are assigned to teach any second or third grade student during the school] day for the 2024-2025 school year, shall each receive a one-time stipend in the amount of five-hundred dollars ($500.00) if they satisfactorily complete the dyslexia-related professional development required under Ohio law, pass the assessment at the end of the training, and obtain proof of completion from ODE on or before August 1, 2024.

5. Bargaining unit members assigned to serve as intervention specialist-; for students in any grade between four and twelve (inclusive of grades four and twelve) for the 2024-2025 school year shall each receive a one-time stipend in the amount of five-hundred dollars ($500.00) if they satisfactorily complete the dyslexia-related professional development required under Ohio law, pass the assessment at the end of the training, and obtain proof of completion from ODE on or before May 12, 2025. Such teachers shall not be eligible to receive a stipend prior to the end of the 2024-2025 school year.

6. This MOU shall only apply to existing bargaining unit members who are required to complete dyslexia-related professional development under Ohio law. Teachers who provide instruction in fine arts, music, or physical education are excluded from the State mandate. If the State eliminates or alters the requirement for dyslexia-related professional development training after the 2022-2023 school year, this MOU shall only apply to those teachers who continue to be required to complete eighteen (18) hours of dyslexia-related professional development. Newly hired teachers shall be expected to have completed any required dyslexia-related professional development for the grade(s) they will be assigned to teach prior to their start date and shall not be eligible for a stipend under this MOU.

Mon, 01/13/2025 04:30:00 PM SERB

7.t No bargaining unit member shall be eligible to receive more than one stipend under thist MOU.t

8.t Stipends shall be paid within the first pay period following the applicable deadline (Mayt 12 or August 1), as long as written confirmation of completion from ODE is receivedt by the applicable deadline.t

9.t This constitutes the entire agreement between the Board and Association regarding thet issues outlined herein. There are no other written or verbal agreements, understandingst or arrangements between the parties regarding the issues outlined herein.t

10. This MOU shall not be construed to set precedent or to alter the provisions of the CBA,t with respect to compensation, planning periods, contract year, contract day, ort otherwise.t

11.tThis MOU shall expire at the end of the 2024-202S school year, unless the partiest mutually agree in writing to extend it.t

The duly authorized representatives of the Board and the Association have executed this MOU on the date set forth by each name, and it shall be effective upon signature of all parties.

For the South Point Association of Classroom Teachers:

_____ 11/11/24
, SPACT President (Date)

Chad Coff 11/11/24
, SPACT Vice President (Date)

For the South Point Local School District Board of Education:

_____ 11/11/24
Chris Mathes, Superintendent (Date)

Lee Elliot 11/11/24
Lee Elliot, Treasurer (Date)