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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UPPER ARLINGTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

AND

UPPER ARLINGTON EDUCATION ASSOCIATION

July 1, 2024 to June 30, 2027

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This Collective Bargaining Agreement is between the Upper Arlington City School District Board of Education (the "Board") and the Upper Arlington Education Association/OEA/NEA (the "Association").

ARTICLE I - RECOGNITION

1.1 The Board recognizes the Association as the sole and exclusive representative for members of the bargaining unit. The bargaining unit shall include all regularly employed full-time and all regularly employed part-time certificated/licensed employees except educational aides, home instruction tutors, casual day-to-day substitutes, long-term substitutes employed to work fewer than sixty (60) consecutive contractual days in the same assignment, and all confidential, supervisory, and management-level employees. "Confidential," "supervisory" and "management- level" employees shall be defined as the:

Superintendent
Treasurer
Chief Academic Officer
Executive Directors
Directors
Program Coordinators
Non-teaching Athletic Director
Principals
Assistant Principals
Administrative Assistants and
Other confidential, management-level, and supervisory employees as defined in Section 4117.01 of the Ohio Revised Code or as may be contracted for pursuant to Section 3313.843 of the Revised Code.

1.2 Auxiliary services personnel assigned to a nonpublic school shall be members of the bargaining unit and shall enjoy all the benefits of this Agreement, except to the extent that the requirements of this Agreement are not pertinent to such personnel and the working conditions and terms of employment are controlled by the nonpublic school and not the Board/Administration.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.1 Pursuant to Section 4117.14 of the Ohio Revised Code, the parties establish the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)(6) and any other procedures to the contrary.

2.2 Negotiating Teams and Observers

a. Each party's negotiating team may consist of no more than seven (7) members.

b. Each party may have up to four (4) observers. Board observers are restricted to Board members, members-elect, and management-level, supervisory and confidential employees defined in Article I, Section 1.1 above. Association observers are restricted to members of the bargaining unit defined in Article I, Section 1.1 above.

2.3 If either party wishes to terminate or modify this Agreement, it shall serve written notice on the other party of its intention by March 31 of the year in which this Agreement expires.

2.4 The initiating party will serve upon the State Employment Relations Board (SERB) a copy of the written notice to the other party and a copy of this Agreement.

2.5 The first meeting shall be held on a mutually agreed upon date prior to May 15. The date, time and place shall be arranged by the Association Co-Presidents/designee and Superintendent/designee. At the first meeting, the parties shall exchange their complete written proposals. Thereafter, neither party may submit new proposals.

2.6 Conduct of Negotiations/Cost

a. Either team may caucus during a session for a period of no more than thirty (30) minutes unless otherwise mutually agreed.

b. Requests for information shall be made through the respective spokespersons. Either team may request the other to supply available information pertinent to items being bargained.

c. As items receive tentative agreement, each shall be reduced to writing and initialed by the representatives of each party.

d. When the negotiating teams reach tentative agreement upon the proposed new agreement, all members shall recommend acceptance to the parties they represent.

e. Upon reaching tentative agreement, the proposed new agreement shall be presented to the Association for ratification within ten (10) contractual days. Upon ratification by the Association, the proposed agreement shall be presented to the Board for adoption within ten (10) contractual days. When ratified and adopted, the agreement shall supersede any Board policy, rule or regulation which conflicts with a term of the agreement.

f. All negotiation meetings shall be open only to negotiating team members and observers.

g. The costs (lodging and meals) associated with negotiating a successor agreement, if any, will be shared equally by the Board and the Association.

2.7 Inability to Reach Agreement

a. If agreement is not reached by the forty-fifth (45th) calendar day prior to the expiration of the Agreement, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or, if mutually agreed, an alternate mediation service, for a mediator.

b. If agreement is not reached on unresolved issue(s) prior to expiration of this Agreement or any mutually agreed extension thereof, the Association may, as provided in Section 4117.14(D)(2) of the Ohio Revised Code, give a written ten (10) day notice of intention to strike to the Board and to SERB.

ARTICLE III - ASSOCIATION RIGHTS

3.1 The Association shall have the following rights to the exclusion of any other employee organization:

a. To use school facilities for Association meetings provided such meetings do not interfere with school or school business and provided the appropriate administrator is notified at least forty-eight (48) hours in advance. This time limit may be waived by the administrator if the Association deems its meeting an emergency meeting;

b. To transact business on school property as long as it does not interfere with or interrupt school or school business;

c. To use school business machines such as computers, copying/duplicating machines, calculators, audiovisual equipment, and other equipment/ ordinarily used by teachers during their regular employment duties, provided use will be made on school property and does not interfere with school or school business use of such equipment, and provided the Association shall reimburse the appropriate school account(s) for any consumable supplies it may use;

d. To make announcements or hold brief meetings lasting no longer than ten (10) minutes at faculty building meetings and total staff meetings;

e. To use faculty bulletin boards in faculty lounges;

f. To use a building public address system consistent with building procedures;

g. To use the District's interschool mailing and email systems for the distribution of Association materials to staff members;

h. To place Association materials in staff member mailboxes and receptacles and to affix an Association sticker on said mailboxes and receptacles;

i. To be placed on the agenda to address the Board at Board meetings;

j. To be notified as far in advance as possible of the time, date, and place of all Board meetings and to obtain a copy of the agenda for each Board meeting with or as soon as possible after notification;

k. To address the staff at the first District staff meeting each school year upon request of the Association Co-Presidents.

l. To obtain the following bargaining unit member information, in an electronic format, not later than September 30 of each school year:

1. Name
2. Home Address
3. Date of Hire
4. Full-Time Equivalent (FTE) Status

3.2 The use of equipment set forth above does not include television facilities, vehicles, maintenance equipment, or other Board-owned equipment not used by teachers while performing their regular duties.

3.3 The above rights may only be exercised by Association representatives employed by the Board.

3.4 The Association Co-Presidents/designee shall annually be provided a copy of the following information as soon as it is available except as otherwise indicated:

a. The Board's Official Annual Appropriations Resolution when adopted (both temporary and permanent);

b. The Official Certificate of Estimated Resources and any amendments when received by the Board;

c. A copy of the proposed Tax Budget;

d. A copy of the official Tax Budget when adopted;

e. A copy of the Board Treasurer's June Financial Report to the Board showing all income from each source and expenditures to the various specific General Fund categories for the previous fiscal year ending June 30.

f. A copy of training and experience grids or data for:

(1) Bargaining unit members paid from the regular teachers' salary schedule;
(2) Bargaining unit members paid from the supplemental salary schedule; and
(3) Bargaining unit members paid on an hourly rate.

g. The contract status (fulltime or what portion of fulltime and continuing contract or limited contract) of each bargaining unit member by name, seniority date, and area(s) of certification/licensure as on file with the District by October 30. If requested in writing by the Association, such data will be updated and provided to the Association one other time during the calendar year.

h. At the elementary level, a class size list showing each staff member's student enrollment for each class. Such list to be provided on or before October 30 of each school year.

i. At the middle school and high school levels, a copy of the master schedules showing the number of students assigned to each class. Such schedules shall be provided on or before October 30 of each school year. A revised schedule for the high school only to be provided within a reasonable time after the beginning of the second (2nd) semester.

3.5 Negotiations, grievance hearings, and other meetings between Board and Association representatives shall ordinarily be conducted outside the work day. If the parties agree to meet during working hours, the Association representative(s) shall suffer no loss of pay or benefits as a result of participating.

3.6 Consistent with Ohio Administrative Code Rule 3307-6-01, the amounts paid as compensation to the Association's officers for service to the Association shall constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code. It is mutually understood that the amounts paid to or on behalf of Association officers for services rendered to the Association will be wholly reimbursed to the Board by the Association and that the operation of this Section will in no event result in a cost to the Board apart from the incidental cost of administering this provision.

3.7 Association Membership

a. Association membership is annual with the membership year being September 1 – August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels his/her membership.

b. Any individual who wishes to cancel his/her membership must notify the Association Membership Chair in writing on the Association Form between August 1 and August 31. A member may cancel his/her membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to members of the Association.

ARTICLE IV - BOARD RIGHTS

4.1 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains its legal authority which shall include, but not be limited to, the right to: Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause, or layoff, non-renew, transfer, assign, schedule, promote or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the missions of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule and transfer employees. The Board's and the Superintendent's exercise of the foregoing management rights require neither prior negotiation with nor agreement of the Association.

ARTICLE V - CONFLICT WITH LAW

5.1 If any provision of this Agreement, or any application of this Agreement, conflicts with any federal or state law, regulation, ruling, or order, such provision or application shall be inoperative but the remaining provisions hereof shall remain in effect. Where a provision of this Agreement addresses a matter, it is mutually intended and understood that such provision supersedes any state law or regulation that addresses the same matter except as otherwise required by Section 4117.10 of the Ohio Revised Code. For purposes of this Article, the term "Agreement" includes any supplemental agreement (such as a memorandum of understanding) executed by the Board and the Association.

5.2 If a court or administrative agency of competent jurisdiction determines that any provision or application of this Agreement conflicts with any federal or state law, regulation, ruling, or order, either party may request in writing that negotiations be opened only with respect to the provision or application declared in conflict. The

parties shall meet within thirty (30) calendar days of a request unless mutually agreed otherwise.

5.3 Inability to Reach Agreement

If the parties fail to reach agreement over the affected provision within thirty (30) calendar days after the initial bargaining session, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or, if mutually agreed, an alternate mediation service, for a mediator. The parties pledge to make every reasonable effort in good faith to reach agreement on the unresolved issue(s) within thirty (30) calendar days of the initial mediation session (which timeline may be extended by mutual agreement). Neither party waives any legal remedy that it may have if mediation does not resolve the issue(s) in question.

ARTICLE VI - GRIEVANCE PROCEDURE

6.1 Definition

A grievance is a claim by a staff member, a group of staff members, or the Association of an alleged violation, misinterpretation, or misapplication of this Agreement.

6.2 General Provisions

a. An individual grievance shall be initiated by the person allegedly aggrieved.

b. A group grievance may be initiated by those affected staff members or by the Association. If initiated by the Association, all known names of affected members will be listed on the form and the group will be identified. If the grievance affects all staff members, that fact will be noted on the form.

c. A grievance shall be reduced to writing and include:

(1) The alleged violation, including the specific sections of the Agreement allegedly violated, misinterpreted, or misapplied;

(2) Relief sought;

(3) Date the grievance is filed.

d. Time limits given shall be considered as maximum, unless otherwise extended by written agreement.

e. Failure of a grievant to proceed within specified time limits shall mean the grievance has been resolved by the response given at the previous level unless the grievance is withdrawn under paragraph l. below. If the grievant

is incapacitated or otherwise unavailable, the Association and Superintendent/designee shall arrange for a mutually agreeable extension of time in which to file.

f. Failure of the Administration to respond within the time limit stated shall entitle the grievant to proceed to the next level of the procedure.

g. A grievance may be initiated at Level II when it has been determined by the Chief Talent Officer through discussion with the Association that the subject is not within the principal's/immediate supervisor's realm of responsibility or control. The final determination shall rest with the Chief Talent Officer. A grievance initiated at Level II does not require the parties to engage in the informal procedure contained in Article VI, Section 6.3 of this Agreement.

h. A grievant at his/her request may be represented by the Association at all informal and formal steps. The Association shall have the opportunity to be present at all grievance meetings between the grievant and the Administration during which grievance adjustments are discussed.

i. Nothing contained in this procedure shall be construed as limiting the rights of the Association and/or staff members who have a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.

j. A "day" shall be a contractual day set forth in the adopted calendar excluding legal holidays, and a weekday during the summer vacation excluding legal holidays.

k. No reprisal shall be made against any party involved in the use of this grievance procedure or when exercising rights under this Agreement.

l. A grievance may be withdrawn at any level without record unless maintained in the Board or Association files in accordance with paragraph o. below. Once withdrawn, that grievance may not be refiled.

m. No record, documents, or communication concerning a grievance shall be placed in the personnel file of any participants involved unless required by a grievance disposition or an arbitrator's award.

n. In accordance with paragraphs d. and j. above, where it is specified that an action shall be accomplished within a specified number of days, the first day shall be the day immediately following the day of the event which causes the time period to become applicable.

o. All records, documents, and communications relating to or arising from a grievance may be placed in a District grievance file. Nothing in said file may

be used to the detriment of any aggrieved party whose name appears in the file. The Association also may maintain a grievance file.

6.3 Informal Procedure

A grievance shall first be presented to the principal or immediate supervisor within twenty (20) days of when the grievance occurred or when the grievant should have become aware of the alleged violation in an attempt to resolve the problem informally.

6.4 Formal Procedure

LEVEL I - Administration

If the grievance is not resolved at the informal level, it may be formally submitted to the grievant's principal or immediate supervisor within six (6) days of submission of the informal claim. A meeting shall be mutually agreed upon between the grievant and administrator within six (6) days of the filing of the grievance. Either the grievant or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance. Within six (6) days of the meeting, the administrator shall provide the grievant with a written disposition.

LEVEL II - Mediation/Superintendent

If the grievant is not satisfied with the Level I disposition, he/she may within six (6) days of receipt of the Level I response, submit his/her written grievance to the Superintendent. Within six (6) days after the submission, the Association and Administration may mutually agree to refer the grievance to mediation and will at that time also determine who will participate in such mediation. If so referred, the mediator will be assigned through the Federal Mediation and Conciliation Service (unless otherwise mutually agreed) and further processing of the grievance will be held in abeyance pending conclusion of the mediation process. If mediation does not fully resolve the grievance, or if the grievance is not referred to mediation, a Level II meeting on the grievance will be held in accordance with the following paragraph.

The Superintendent may designate another administrator who is not a party in interest, to conduct the Level II meeting. The meeting shall occur within six (6) days of the submission to Level II (or, if mediation is used, within six (6) days of the conclusion of mediation) and shall be conducted as in Level I. Within six (6) days of the meeting, the Superintendent or designee shall provide the grievant with a written disposition.

LEVEL III – Arbitration

If the grievant is not satisfied with the Level II disposition, with the concurrence of the Association, he/she may within five (5) days of receipt of the Level II response, request to the Superintendent in writing that the grievance be submitted to arbitration. The Superintendent/designee and the Association Co-Presidents/designee shall meet to submit a joint request to the American Arbitration Association to provide an arbitrator in keeping with its Voluntary Labor Arbitration Rules. If no arbitrator is selected from the first list, the American Arbitration Association shall be mutually requested to provide a second (2nd) list. The American Arbitration Association's processing fee shall be shared equally by the parties.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of the Agreement or contrary to law.

The award of the arbitrator shall be final and binding on all parties. The cost of the arbitrator shall be borne by the losing party. If the losing party cannot be clearly discerned, the arbitrator shall apportion the cost between the parties.

Any grievance timely filed under the formal grievance procedure shall be processed to its conclusion or resolution under such procedure.

ARTICLE VII - REDUCTION IN FORCE

7.1 When by reason of decreased enrollment of pupils, abolishment of positions, lack of funds, return to duty of regular staff members after leaves of absence, suspension of schools, territorial changes affecting the District, or changes in District attendance boundaries, the Board determines it will be necessary to reduce the number of teachers, it may make a reasonable reduction. "Abolishment of positions" means the permanent deletion of a position or positions from the District structure or organization because of lack of continued need for the position. If a position is abolished, the person holding the position will not have his or her contract suspended except in keeping with Section 7.4 of this Article. A "lack of funds" means the District has a current or projected deficiency of funding as certified by the County Auditor for the ensuing year to maintain current, or to sustain projected, levels of staffing and operations.

7.2 A probationary employee (see Article VIII, Section 8.1 of this Agreement) is not subject to the procedure appearing in this Article.

7.3 Prior to making any reduction, the Superintendent shall have the authority to make such transfers as he deems necessary in keeping with Article IX, Sections 9.2 and 9.4 of this Agreement. Such transfers shall be made to accomplish the following objectives: (a) to allow more senior teachers with multiple certification/licensure to transfer to other teaching fields; or (b) to minimize the number of staff members to

be laid off; or (c) to minimize the number of transfers so as not to unduly disrupt program areas unaffected by the reduction. Unless specifically covered by (a), (b), or (c), staff members shall be reduced as provided in Section 7.4 below.

7.4 In making a reduction, the Board will suspend contracts in accordance with the Superintendent's recommendation. The Superintendent shall determine the specific areas of certification/licensure as well as the specific positions and/or work locations affected by the reduction in force. Within each area of certification/licensure affected, the Superintendent will give preference to staff members on continuing contracts. The Board shall not give preference to any staff member based on seniority except when making a decision between staff members who have comparable evaluations. For the purposes of this Article, the previous school year's final evaluation rating shall be used for the purpose of determining comparability except in the case of staff members who are in a less-frequent evaluation cycle. For those staff members, the most recent final evaluation rating shall be used. For the purposes of this Article, overall evaluation ratings of Accomplished and Skilled are deemed to be comparable. Ratings of Developing and Ineffective are recognized as not comparable. Only ratings on the teacher performance rubric will be considered for this purpose, and the student growth component of evaluations will not be taken into account.

7.5 Seniority shall be determined by placing all staff members on a seniority list. "Seniority" shall mean length of continuous regular service (irrespective of whether such service is full-time or part-time) in a bargaining unit position in the District including time on leaves of absence and suspension of contract for RIFs. Staff members on continuing contracts will be placed at the top of the seniority list in descending order of seniority. Staff members on limited contracts will then be placed on the list in descending order of seniority. Next to each staff member's name shall be placed all his/her current areas of certification/licensure. Each staff member shall be responsible for submitting the most currently held certificate(s)/licenses to the Board offices within ten (10) calendar days of issuance by the Ohio Department of Education. Certification/licensure in an area that an employee acquires after formal notification from the Deputy Superintendent that his/her contract will be suspended will not be considered in making that reduction in force; in any case where the contract suspension is to become effective with the start of the next school year and the employee received notification of that fact before April 1, the deadline for this purpose shall be April 1. Any such after-acquired certification/ licensure will be considered, however, with reference to recall rights under Section 7.6 of this Article.

Seniority shall begin with the date of the Board meeting at which the staff member was hired or the first day of work for substitutes on continuous assignments who are subsequently hired. If two (2) or more staff members on any seniority list have the same length of continuous service, seniority shall be determined by:

a. Total teaching experience in Ohio public and/or chartered nonpublic schools; by
b. Supplemental contracts held; and finally, by
c. A draw with an Association witness present.

7.6 Staff members selected for suspension of contract shall immediately be placed on a RIF list. A copy of this list shall be given to the Association Co-Presidents. A staff member whose name appears on a RIF list shall be recalled to service if and when a position, after application of the procedures appearing in Article IX, Section 9.54, paragraph d. of this Agreement, becomes available for which he or she is certified/licensed. Seniority shall not be the basis for recall except when making a decision between staff members who have comparable evaluations. Notice of recall shall be given by telephone, telegram or registered mail to the last telephone number or last address given by the staff member to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached. The rights herein granted to a staff member shall be forfeited should he/she: (1) Waive his/her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; (4) fail to report to work in a position that he/ she has accepted within five (5) school days after the notice of recall; or (5) fail to report to work in a position that he/she has accepted the following school year due to being under contract with another public school district in Ohio at the time of recall.

7.7 Nothing in this Article shall abridge the Board's right to non-renew a limited teacher contract in accordance with Section 3319.11 of the Ohio Revised Code.

7.8 A staff member who has received notification that his/her contract will be suspended will be guaranteed the following rights:

a. The right to remain a member of all employee group insurance policies at the individual's expense after the contract is suspended.

b. The Board will accept, without reservation, the resignation of an affected staff member after July 10.

c. The use of fee waivers in accordance with the provisions of this Agreement.

d. Reinstatement rights within thirty-six (36) months from the effective date of the layoff pursuant to Section 7.6 above.

e. No new staff members will be employed while there are staff members on the recall list certificated/licensed for the vacancy.

f. A staff member on the recall list, upon acceptance of a position, shall return to active employment with the same accumulation of sick leave, and salary schedule placement in keeping with Article XI, as enjoyed when his/her

contract was suspended. Time spent on the recall list shall be counted toward seniority. If the staff member who had been contracted to a fulltime position accepts a part-time position (or if he/she had been contracted to a part-time position and accepts a position of fewer hours), the staff member shall retain all recall rights guaranteed by the original suspended contract. Where group insurance policies permit, a staff member whose contract has been suspended may continue to participate in those benefits provided to staff members in active employment provided the staff member pays the group rates.

7.9 Supplemental contracts may be suspended at any time prior to the effective date of the contract.

7.10 Only administrators and other non-bargaining unit members who have continuing service status in the District shall be able to bump back into the bargaining unit.

ARTICLE VIII – FAIR DISMISSAL

8.1 Probationary Employment

A non-probationary staff member whose limited contract is being considered for non-renewal shall be granted the due process rights appearing in Section 8.4 below. Each full-time staff member will serve a probationary period of two (2) years of District service, with each year composed of at least one hundred twenty (120) contractual days actually worked in a school year during which the employee is assigned continuously to the same position. If any part of a staff member's service during his/her first (2) school years of employment consists of non-casual substitute or regular part-time service, the probationary period for that employee will be three (3) years of District service with each year composed either of at least one hundred twenty (120) contractual days actually worked in a school year or contractual days actually worked in a school year equal to not less than eighty percent (80%) of the employee's scheduled work days during that school year, whichever is less, during which the employee is assigned continuously to the same position. The probationary period of a staff member may be extended for one (1) additional year if, in the judgment of the Administration, an extended probationary period is desirable. The Administration will give written notice, by not later than April 1 of the year that would otherwise be the last year of probationary employment, to the staff member and the Association Co-Presidents of the intent to extend the probationary period, with the further understanding that the ultimate decision on whether or not to implement the extension rests with the Administration. Nothing in this Section is intended to preclude the Administration from reducing the probationary period of a staff member by one (1) year if the staff member has previous teaching experience in another Ohio public school district and, in the judgment of the Administration, a reduced probationary period is desirable.

Staff members shall remain probationary employees until reemployed after completing their last year of probationary employment. If a probationary employee's limited contract is non-renewed, the Deputy Superintendent will, upon request, orally notify the employee of the reason(s) why prior to June 1 of the school year in which the non-renewal occurs. Alleged procedural violations of the evaluation policy or alleged procedural violations of this Section 8.1 may be pursued under the grievance procedure appearing in Article VI, which shall be the sole and exclusive method for challenging such nonrenewal. The adequacy of the reason(s) shall not be grievable under Article VI of this Agreement.

8.2 Termination

a. Reasons for Termination

The contract of a staff member may not be terminated except for good and just cause. The sex, race, religion, creed, national origin, private life, or privileged political activity of an employee are not to be considered as reason(s) for termination. No provision of this paragraph or any other part of this Agreement shall apply to the release of an employee pursuant to Section 3319.39 of the Ohio Revised Code, it being mutually understood that any such release is governed exclusively by the provisions of that statute.

b. Procedures for Termination

When termination of a staff member's contract is being considered, Sections 3319.16 and 3319.161 of the Ohio Revised Code will be followed. The Board may suspend a staff member pending final action to terminate his/her contract only if immediate harm to himself/herself or to others is threatened by his/her continuance or for other good and just cause.

8.3 Discipline

a. No staff member shall be formally reprimanded or otherwise formally disciplined without just cause as defined in Section 8.4 a. below. Directives, evaluations, and other similar communications with a teacher do not constitute formal discipline.

b. Before any formal disciplinary action is taken or formal reprimand given, the administrator shall have a meeting with the staff member and his/her Association representative of choice to attempt to resolve the concern informally. The meeting shall be delayed not more than one (1) school day to allow the staff member's Association representative to attend, unless the parties mutually agree to a further delay.

c. If the concern is not resolved informally, any disciplinary action against a staff member shall be conducted in private except to the extent necessary where official Board action may be required. If an affected staff member or administrator deems it necessary, either may request a representative of choice to be present. When such request is made, the disciplinary action shall be delayed not more than one (1) school day unless mutually agreed

8.4 Non-Renewal of Non-Probationary Staff Members

a. Reasons for Non-Renewal

The limited contract of a staff member may not be non-renewed except for reasons concerning professional competence as determined through formal written evaluations as provided in the professional growth instrument; or for other good and just cause. The sex, race, religion, creed, national origin, private life, or privileged political activity of an employee are not to be considered as reason(s) for non-renewal of contract.

b. Procedures for Non-Renewal

(1) An evaluator who has a serious concern as to whether a staff member's teaching contract should be renewed shall notify the staff member in writing. Within five (5) days after receipt of such notification, the staff member may request a conference. The conference shall be held within fifteen (15) contractual days of the evaluator's receipt of such request. The conference shall include the staff member, the principal, and the evaluator if other than the principal. The staff member may have a representative of choice attend the conference if he/she desires. The purpose of the conference shall be to discuss the staff member's deficiencies and to establish constructive steps to remedy the deficiencies, if remediation is appropriate. The staff member will be offered definitive, positive assistance to remedy all said concern(s), time to incorporate the recommended changes into his/her program, methods, and/or competencies. If a plan of remediation has been established, the staff member shall be entitled to at least one additional conference before a recommendation of renewal or non-renewal is submitted to the Superintendent.

(2) An evaluator's recommendation for non-renewal shall be submitted to the Superintendent and the staff member on or before May 15. If the staff member is absent from school, the recommendation may be sent to him/her by registered mail at the current address listed in his/her personnel file. The evaluator need not provide additional evidence of transmitting the recommendation other than mailing it to the staff member prior to May 15.

(3) After receipt of the recommendation for non-renewal, the Superintendent/designee, upon request, shall conduct an informal conference with the staff member.

(4) If the Superintendent recommends that a staff member's contract be non-renewed and the Board approves such recommendation, the employee must be notified in writing by the Board Treasurer on or before June 1 of the year in which the contract expires. Failure of the Administration to comply with the provisions in Section 8.4 b. shall result in the staff member being automatically reemployed on another limited contract or a continuing contract, if eligible.

8.5 General Provisions

A staff member shall be given the opportunity to resign at any time after being notified of a pending non-renewal or termination of contract. If the staff member resigns, the Board will accept the resignation. The Administration will respond to any reference checks with an indication that the staff member resigned.

This Article shall not apply to the non-renewal of any supplemental contract, extended service contract, casual substitute contract or to any reduction in force carried out on accordance with Article VII. Such contracts shall expire automatically and non-reemployment action under Section 3319.11 of the Ohio Revised Code shall not be required. An evaluator shall not be a member of the bargaining unit.

Additionally, this Article shall not apply to an individual who is hired to fill a position that was either posted or closed after July 10th. Such individual shall receive a one-year limited contract that expires automatically and non-reemployment action under Section 3319.11 of the Ohio Revised Code shall not be required. Such individual shall be treated as an internal applicant for any job postings for the subsequent school year. If the individual applies for the position they are currently holding, the individual will only need to complete one (1) traditional face-to-face interview as part of the interview process.

Contractual Procedures Supersede Law

This Article and the District's established evaluation procedure shall supersede, respectively, the provisions of Sections 3319.11(G) of the Ohio Revised Code and any other conflicting provisions of Ohio law.

ARTICLE IX - EMPLOYMENT PRACTICES

9.1 Individual Contracts

a. Individual Teaching Contracts

(1) The regular staff member contract forms (both limited and continuing) shall include at least, and nothing which would conflict with, the following provisions:

(a) Name of the staff member;
(b) Name of the District and Board employing said staff member;
(c) Type of contract, limited or continuing;
(d) Annual salary to be paid (increases may be made during the term of the contract in accordance with Section 3319.12 of the Ohio Revised Code);
(e) Basis of determining compensation (e.g. classroom staff member B.A. Degree - 5 years of experience);
(f) The number of days in the contractual year;
(g) Agreement provision that the staff member shall perform his/her professional duties in keeping with applicable law and reasonable rules and regulations of the Board;
(h) Signatures of staff member, Board President, and Board Treasurer.

(2) Upon request of a staff member already employed under a continuing contract to replace his/her original continuing contract with the new form, such request will be honored. The effective date on the new form will be the original effective date as found on the original form.

b. Individual Supplemental Contracts

(1) The supplemental limited contract form shall include at least, and nothing which would conflict with, the following provisions:

(a) Name of the staff member;
(b) Name of the District and Board employing said staff member.
(c) Duration of contract;
(d) Salary to be paid for the period of time the contract is issued (increases may be made during the term of the contract in accordance with Section 3319.12 of the Ohio Revised Code);
(e) The title and/or description of the supplemental duty;
(f) Agreement provision that the staff member shall perform his/her professional duties in keeping with applicable law and reasonable rules and regulations of the Board;

(g) Signatures of staff member, Board President, and the Board Treasurer.

c. Sequence of Contracts

(1) Staff members will be offered limited contracts as follows:

Sequence of Contracts	Duration of Contracts
Any limited contract	1 year while a resident educator or while a probationary employee (see Article VIII, Section 8.1 of this Agreement)
All subsequent limited	2 years contracts (unless eligible for a continuing contract)

(2) This provision applies to a staff member with a limited contract who believes he/she will be eligible by experience and Ohio certification/licensure (including post-master's degree coursework hours as required by Section 3319.08 of the Ohio Revised Code) for a continuing contract effective with the next school year. To receive continuing contract consideration by the Board, the staff member must, by October 1, give written notice to the Deputy Superintendent that he/she expects to meet all eligibility requirements by April 1. If such notice is given and the employee meets all eligibility requirements by April 1, the Board will, at its regular April meeting, consider the staff member for a continuing contract effective with the next school year. If such notice is not given, or if the employee does not meet the eligibility requirements by April 1, the staff member, unless non-renewed in accordance with Article VIII of this Agreement, will be awarded a new limited contract in accordance with paragraph c.(1) above.

d. Continuing Contracts

(1) A staff member may not be issued a continuing contract for supplemental duties. Only one-year limited contracts may be issued for supplemental duties.

(2) A staff member who has attained continuing service status elsewhere is eligible for continuing status after being employed by the Board for two (2) years. (A year of employment is defined as being employed for one hundred twenty [120] or more days.)

(3) A staff member, eligible by experience and certification/licensure for a continuing contract and who has not attained continuing contract status elsewhere, and who is not being recommended for a

continuing contract, may be reemployed once on a limited contract for no longer than two (2) years duration. In such case, the Superintendent must give written notice to the employee indicating his/her intention to recommend the limited contract and professional reasons for such recommendation. If the Superintendent does not recommend either a continuing contract or a limited contract not to exceed two (2) years, then the Superintendent must recommend that the contract not be renewed in keeping with Article VIII. All requirements of that Article and statutory requirements must be met. Failure to comply with these requirements will automatically reemploy the eligible employee on a continuing contract. These provisions supersede and replace the provisions pertaining to extended limited contracts that appear in Section 3319.11 of the Ohio Revised Code.

(4) On the recommendation of the Superintendent that a staff member eligible for continuing contract status be reemployed, a continuing contract shall be entered into between the Board and the employee unless the Board by three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. In case of a five-member Board, four (4) members would have to vote against the Superintendent's recommendation.

e. General Provisions

(1) The effective date of all renewed limited contracts shall be July 1 of the calendar year in which the contract is renewed or was supposed to be renewed.

(a) The effective (beginning) date for employment under a continuing contract for all staff members who have been approved or should have been approved (by the Board) for a continuing contract is July 1 of that year.

(b) Without requiring the consent of the Board, a staff member may notify the Board in writing on or before July 10 that he/she is resigning and will not be returning at the beginning of the next contractual year. A written notice of resignation submitted after July 10 must have the consent of the Board.

(c) A continuing contract issued during the term of an unexpired limited teaching contract will nullify and void the limited contract on the date the continuing contract becomes effective.

9.2 Part-Time Staff Members

a. As illustrated by the example in paragraph d. below, the contract and compensation of a part-time bargaining unit staff member with a daily work schedule in relation to the contract and compensation of a full-time staff member with a daily work schedule, placed at the same point on the Teachers' Salary Schedule, is determined by multiplying (and then rounding the product up to the nearest two-digit number that is a multiple of 5) the number 1 (representing a full-time staff member) by a fraction whose denominator is 480 (the total minutes within an 8-hour work day) and whose numerator is the sum of the following:

(1) All minutes of the part-time employee's instructional duties, including student passing time (for this purpose, if the employee's instructional duties begin at the normal start of the instructional day in the employee's building, these minutes will be calculated from 8:00 a.m.; otherwise, these minutes will be calculated from five (5) minutes prior to the actual start of instruction); and

(2) All minutes of the part-time employee's planning time awarded under Article XII, Section 12.7 of this Agreement; and

(3) All minutes of the part-time employee's lunch period, if any (for this purpose, if the part-time employee is regularly required to be on the job site for more than 240 minutes, including the non-instructional duty time required under paragraph b. below, the employee will receive a lunch period of not less than 45 minutes); and

(4) All minutes of Professional Meeting Time, prorated under Article XII, Section 12.3, paragraph j. of this Agreement in accordance with the following provisions;

A part-time employee's prorated Professional Meeting Time is calculated as follows: Multiply (and then round the product up to the nearest whole minute) the amount of Professional Meeting Time normally allocated to an employee assigned to the building by a fraction whose denominator is 480 and whose numerator is the sum of the minutes included in subparagraphs 1 (instructional time) and 2 (planning time) above.

Thus, using the example that appears in paragraph d. below, the employee's Professional Meeting Time is calculated as follows: 164 + 48 = 212; since a high school employee's normal Professional Meeting Time is 60 minutes, the part- time employee's Professional Meeting Time is: 60 x 212/480 = 26.5, rounded to 27 minutes.

b. The part-time staff member will be assigned a non-instructional duty typical of non- instructional duties assigned to other staff members in the building, and the minutes of such duty time will not be included in the numerator of the fraction identified in paragraph a. above.

c. Recognizing that the intent of this Section is not to convert what would otherwise be a full-time staff member into a part-time staff member, it is understood that, notwithstanding the provisions of this Section, a staff member will be deemed to be full-time if:

He/she is assigned to the high school and has at least five (5) daily instructional/student contact periods; or

He/she is assigned to a middle school and has at least six (6) daily instructional/student contact periods, or at least five (5) daily instructional/student contact periods plus a non-instructional duty; or

He/she is assigned to an elementary school and has daily instructional duties comparable in duration to those of teachers normally and exclusively assigned to the building.

d. Example:

Assume a teacher is regularly assigned to a high school work schedule that consists of three (3) 48-minute instructional/student contact periods, the first of which begins at the normal start of the instructional day in the building (8:05 a.m.). Five (5) minutes of student passing time occur between periods. The employee also receives a lunch period of 48 minutes. The numerator of the fraction referred to in paragraph a. above is 286, calculated as follows:

164 (instructional minutes and passing time, calculated from 8:00 a.m.)
48 (minutes of planning time)
48 (minutes of lunch period)
+27 (prorated minutes of Professional Meeting Time)
287 (sum and numerator)

The employee's contract and compensation relative to a full-time employee at the same point of the Teachers' Salary Schedule, whose salary is, say, $35,874, are then calculated as follows: (with the #1 representing a full-time staff member)

1 x 287/480 = .6 (no further rounding necessary)

Thus, the employee receives a .6 contract with a salary of $21,524 ($35,874 x .6).

e. In lieu of the formula specified above, if a part-time staff member is not assigned to a daily work schedule, but instead to a schedule composed of only certain days of a work week, the employee's contract and compensation in relation to the contract and compensation of a full-time staff member, placed at the same point on the Teachers' Salary Schedule, is determined by multiplying the number 1 (representing a full-time staff member) by a fraction whose denominator is 40 (the total hours of a normal work week) and whose numerator is the total of all hours the employee is regularly required to be on the job site for any purpose, including any lunch period, during a work week.

Example:

Assume a teacher is regularly scheduled to work full 8-hour days on Mondays and Wednesdays and five (5) hours on Thursdays but not scheduled to work at other times of the week. His/her contract and compensation relative to a full-time staff member at the same point of the Teachers' Salary Schedule, whose salary is, say, $35,874, are calculated as follows:

1 x 21/40 = .525, rounded up to .55.

Thus, the employee receives a .55 contract with a salary of $19,731 ($35,874 x .55).

f. Notwithstanding any other provision of this Section, it is mutually understood that an a.m. and a p.m. kindergarten teacher will each receive a .5 contract.

9.3 NOTIFICATION OF ASSIGNMENT

a. Each staff member shall be notified in writing of his/her building assignment, grade, level, and course assignment for the next school year by June 15, if there is to be a change in his/her building assignment, grade level, or course assignment from the present school year. A first draft of the Master Schedule for each elementary school, high school and middle school building, after being developed by the Administration with the involvement of the relevant Building Leadership Team members at the elementary schools or Department Chairpersons at the middle schools and high school and reviewed by the Building Leadership Team, will be made available to bargaining unit members by not later than June 1 of each school year. A high school draft will show when classes will occur and conference/preparation periods for those teachers who team. A middle school draft will show when classes will occur, lunch periods, and conference/preparation periods. An elementary school draft will show the

related arts schedule, gifted schedule, duty schedule, planning times, and lunch times for each staff member, except that members working as an IS, OG instructor, and reading specialist shall be exempted from this draft schedule. It is mutually recognized that changes in a particular Master Schedule may be necessitated by unforeseen circumstances and that the June 1 draft will not show any sixth (6th) assignments. Bargaining unit members who wish to comment with respect to the draft shall submit their comments in writing to the building principal within five (5) school days of receiving the first draft. A second (2nd) draft of the Master Schedule, including sixth (6th) assignments, will be made available by not later than August 1, again recognizing that changes in a particular Master Schedule may be necessitated prior to the beginning of the school year by unforeseen circumstances. The final Elementary Master Schedule, showing each member's lunch, planning, and duty for each building shall be shared via a live document that updates in real time with staff not later than the second Monday of the school year.

b. As used in this Agreement, transfer means a change of a staff member's building assignment from one building to another. Changes in grade level or changes within a building do not constitute transfers. Likewise, any changes in itinerant staff members' assignments do not constitute transfers. Itinerant staff members are defined as those persons who are assigned duties in more than one District building in the following categories: Speech and language therapists, gifted education teachers, adapted physical education teachers, special education teachers, career education specialists, DCAPP Coordinators, school psychologists, nurses, work study coordinators, occupational therapists, physical therapists, elementary art, elementary general music and elementary physical education teachers, elementary and middle school instrumental music teachers, teacher leaders and school counselors. Part-time itinerant staff members shall be notified of, and shall have the opportunity to apply for, any additional work available within their areas of assignment in the buildings to which they are assigned. Upon request, the Deputy Superintendent shall meet with an itinerant teacher to discuss the reasons for a particular assignment or reassignment.

c. If a change becomes necessary after June 15, an updated draft will be emailed to all staff in the building and if a grade level or content area change occurs, every effort will be made to personally contact the affected staff member(s). Staff members are responsible for giving written notification to both the Chief Talent Officer and the building Principal of the address and telephone number where they can be contacted during the summer months when school is not in session if that address and/or telephone number is different from the residence as listed in the personnel files.

d. If a staff member permits certification/licensure to lapse or requests that certification/licensure be revoked with respect to a particular teaching area,

subject, or grade level in order to avoid an assignment, the Board may reduce the employment contract of the employee proportionate to the assignment being avoided. This provision shall not apply, however, if the lapse or revocation pertains to a teaching area, subject, or grade level within which the employee has not taught during the immediately preceding seven (7) full school years.

9.4 NOTIFICATION OF JOB OPENINGS

a. A vacancy is created by the death, resignation, retirement, transfer, non-renewal, or termination of a certificated/licensed staff member formerly filling such a position, a new position created by the Board, or an opening that occurs as a result of middle school/high school course registration each year.

b. Notification of all vacancies requiring certificated/licensed personnel, all interscholastic coaching supplemental position vacancies, all supplemental contract vacancies (other than interscholastic coaching) which have not been filled within a building, and all District- wide supplemental contract vacancies shall be posted via District email as they occur throughout the calendar year. A posting does not require the Board to fill a vacancy. Any exceptions to this posting requirement are set forth in applicable items elsewhere in this Agreement.

c. During the summer when school is not in regular session, the Deputy Superintendent will also send notice of all such vacancies by email to a personal address to all staff members who request such notice. It is the responsibility of each staff member to provide a personal email address.

d. If the vacancy is caused by a staff member taking a leave, the posting will include a notation that the vacancy is temporary and will include the effective beginning and ending dates of the vacancy. The date the vacancy is to be filled will be indicated with each respective vacant position announced.

e. In filling a teacher leader or Teacher on Special Assignment position, the Chief Academic Officer/designee and Association Co-Presidents will mutually select a committee of up to five (5) certificated/licensed staff members to screen and interview the candidates. If there are more than five (5) candidates for the position, the Chief Academic Officer (or designee) and Association Co-Presidents may mutually limit the number of candidates to five (5). The committee members who interview the candidates will give appropriate input and recommendations to the Chief Academic Officer (or designee) as to the acceptability and order of preference of the candidates. While it is anticipated that the successful candidate will typically emerge through consensus, it is also recognized that the final right of selection rests

with the Chief Academic Officer (or designee) and the Board. For purposes of this provision, "teacher leader" does not include EIS personnel.

9.5 STAFF MEMBER TRANSFER

a. Notification of Job/Vacancies

As vacancies occur and are announced pursuant to Section 9.4 above, staff members possessing certification/licensure for the vacant or new position and who desire a transfer to the vacant or new position, may apply in writing to the Deputy Superintendent. This Section does not apply to supplemental contracts.

b. Procedures for Filling Vacancies

(1) When a vacancy occurs, the Administration shall not recommend nor shall the Board permanently fill such vacancy until five (5) calendar days after the vacant position is announced as set forth above. Each staff member who applies to the Deputy Superintendent within the five (5) day limitation will have his/her request for transfer considered. A staff member may also apply in anticipation of a possible vacancy. A staff member who applies within the time limit will receive consideration and an interview. A staff member who misses the deadline may receive consideration but is not assured of an interview. A transfer will be granted only when the transfer will have little or no disruptive effect upon students. The Administration shall consult with each staff member whose request for transfer was not granted. The final authority to make or deny transfers pursuant to this Section rests with the Superintendent.

(2) The Deputy Superintendent and the Association Co-Presidents may mutually agree to waive the requirements of Section 9.4 and paragraph (1) above in filling such a vacancy. In such a case, prior to the end of the contractual year, the position will be posted as a vacancy under Section 9.4 for the following contractual year if the position will continue to be filled.

(3) Except for teacher leaders, department chairpersons, grade level chairpersons, intervention services coordinators, EIS positions and positions which are not included in the bargaining unit identified in Article I of this Agreement), when the vacancy is one which requires a certificated/licensed employee, the staff member who has the greatest seniority, who has made written request for a transfer to the position possesses certification/licensure for the position will be granted the transfer if such action would be in the best interests of

the District. If the most senior staff member is not transferred, the staff member shall, upon request, be given the reasons in writing.

(4) When the vacancy under this paragraph b. is for a position of a department chairperson or a position which is not included in the bargaining unit as set forth in Article I of this Agreement, the final authority in making transfers/recommendations for employment rests with the Superintendent. Department chairperson positions shall be posted and staff members shall be given an opportunity to apply for such positions at least once every three (3) school years. An applicant for a Department chairperson must be mutually acceptable to the building principal and the Building Leadership Team. If more than one (1) such applicant is mutually acceptable, the position will be awarded to the applicant who is elected by members of the Department.

(5) If a less senior staff member is transferred, the more senior staff member who was not transferred may request a meeting with the Deputy Superintendent and the principal(s) involved. The staff member may have a representative of his/her choice present. The request for a meeting shall be in writing to the Executive Director and shall identify the staff member's representative, if any, who will attend. At the meeting, the staff member will be given the written reason(s) why he/she was not granted the transfer. These reasons may not be the subject of a grievance and shall not be placed in the staff member's personnel file. The final authority to make or deny transfers pursuant to this provision rests with the Superintendent.

c. Building Reorganization

The Administration has the right to reorganize a staffing pattern within a building. During a building reorganization the Administration will give consideration to the desires of the staff member in the reorganization. A building reorganization will occur first and the resulting vacancies will be posted after the building reorganization is complete.

d. Involuntary Transfers

When application of paragraphs a., b., and c. ~~and d.~~ above do not succeed in filling a vacancy, the Administration may employ a new staff member to fill the vacancy. The Administration will also give consideration, if possible, to increasing the contract of a part-time staff member who is properly certificated/licensed for the vacant position. If neither of these alternatives is deemed appropriate by the Administration, an involuntary transfer may be made. The staff member with the least seniority who is certificated/licensed for the vacant position shall be involuntarily transferred

if such action would be in the best interests of the District. If the Deputy Superintendent determines that a more senior staff member must be transferred, the staff member may request a meeting pursuant to the provisions of paragraph b.(5) above. The final authority to make involuntary transfers pursuant to this provision rests with the Superintendent.

e. Seniority

As used herein, "seniority" shall be defined as in Article VII, Section 7.5 of this Agreement.

f. Staff Members on Leaves

A staff member on any type of extended leave(s) during the regular school year shall receive school newsletters and a school personnel directory in which his/her name shall be listed. During the summer such staff members shall receive the notices of vacancies in accordance with Section 9.4.

9.6 PERSONNEL FILES/PAYROLL FILES

a. The personnel file of each staff member in the Board office shall be the only official, file of recorded personnel information maintained by the Board and Administration, except as provided herein. The Deputy Superintendent shall be the official manager of the personnel file system.

b. A staff member shall have access to his/her personnel file during regular office hours within two (2) work days of receipt of a written request to ~~by~~ the Deputy Superintendent/designee, unless the provisions in paragraph c. below must be followed. A staff member may be accompanied by a representative of his/her choice when inspecting his/her personnel file. A staff member's representative shall also have access to the staff member's personnel file when the staff member authorizes the access in writing.

c. Except for public records requests processed under Section 149.43 of the Ohio Revised Code, access to a staff member's personnel file shall be limited to Board members, the Superintendent, the Treasurer, central office administrators, the staff member's building principal, administrators directly supervising the staff member, other administrators who are considering that staff member for possible transfer or promotion, or Board's legal counsel. Secretaries of these listed individuals shall have access to a personnel file for clerical purposes. With respect to a request under Section 149.43 of the Ohio Revised Code to examine a staff member's personnel file, the following provisions will apply:

(1) The Deputy Superintendent will make every reasonable effort to inform the employee of the request within twenty-four (24) hours of

receipt of the request (or by noon of the employee's next scheduled work day if the request is received near the end of the employee's work day and the employee is not scheduled to work the following day) and of the identity of the person or organization making the request;

(2) Medical records (as defined in Section 149.43) and the employee's social security number will not be subject to disclosure;

(3) The Deputy Superintendent will prepare and furnish to the employee a numbered index of items, other than those materials identified in paragraph g. of this Section, in the personnel file that are being disclosed; and

(4) If copies of materials in the personnel file are taken by the person or organization making the request, the Deputy Superintendent will furnish the employee with either duplicate copies of such materials or notice of what materials were copied and taken.

d. A staff member shall be entitled to a copy of any specific materials in his/her file upon written request. If a staff member requests copies of more than thirty (30) pages in a school year, a fee for duplication may be charged.

e. Letter or materials anonymous to the staff member or reports partially or entirely based on sources anonymous to the staff member shall not be placed in the staff member's personnel file. Information maintained in a staff member's personnel file shall be necessary and relevant to the function of the school system. In addition, the information maintained shall be accurate, timely and complete. Information in a personnel file may be removed upon mutual agreement of the staff member, administrator making the entry or Superintendent.

f. The following information may be placed in a staff member's personnel file without notifying the staff member:

(1) Official transcripts of college courses and college credentials;
(2) Teaching certificates and licenses;
(3) Salary notices and contracts;
(4) Employment application forms and related pre-employment material;
(5) Health records required for employment;
(6) Military records;
(7) Attendance records;
(8) Transfer requests;
(9) Correspondence between the staff member and any school administrator which relates to items (1) through (8) and paragraph e. above.

g. The following information may be placed in a staff member's personnel file only after notifying the staff member and supplying him/her with a copy of the information. This notification shall be in writing and shall include the dated signature of the administrator submitting the information to be placed in the staff member's personnel file. In addition, any such information shall also have the dated signature of the staff member. The staff member is required to sign and return a copy of said information to the administrator who is submitting the information to the Deputy Superintendent provided the signature line has a notation that reads: "The staff member's signature does not necessarily indicate agreement with the contents of information contained herein." Except for unusual circumstances, the signed copy of said information will be returned within ten (10) days. If not returned within the ten (10) days, the copy will be placed in the staff member's personnel file.

(1) Official evaluation reports (including the signature line notation and boxes as specified above);

(2) Letters of merit or commendation not initiated for inclusion in the personnel file by the staff member;

(3) Observation/conference reports;

(4) Any administrator's report, which may include relevant materials, concerning the staff member's conduct;

(5) Any other item not listed above, provided it meets the requirements of accuracy, timeliness, and completeness set forth above.

h. Items in a staff member's personnel file are limited to those in paragraphs f and g. above and letters of merit and other related material which recognize the professional merit of the staff member. These materials shall be placed in a staff member's file upon his/her request.

i. If a staff member disputes the accuracy, relevance, timeliness, or completeness of information in his/her file, he/she may submit a written request to the Deputy Superintendent to conduct an investigation. The staff member shall specify the reason(s) why he/she believes the information to be inaccurate, irrelevant, untimely, or incomplete. The investigation shall be conducted within thirty (30) days of receipt of the request in accordance with the specifications and requirements of Section 1347.09 of the Ohio Revised Code. If the Executive Director determines an item is inaccurate, irrelevant, untimely or incomplete he/she shall alter the material, if possible, to remedy the problem or delete the material from the file.

j. If the staff member is dissatisfied with the Executive Director's determination concerning the disputed information or the subsequent determination by the Superintendent, the staff member may within twenty (20) days submit a brief statement to be included in the file outlining his/her position on the disputed information. The appropriate administrator shall sign this statement within ten (10) days to acknowledge his/her awareness of the statement. Absent unusual circumstances, the administrator's signature does not indicate agreement with the contents of the statement. If not signed within the ten (10) days, the statement will be included in the personnel file.

k. If the staff member still believes that specific item(s) in his/her personnel file are not accurate, timely, complete, or relevant, the staff member may file a grievance within twenty (20) days of receipt of the Executive Director's determination or take the matter to a court of law. Any grievance filed shall be filed under Level II and the Level II hearing officer shall be the Superintendent and not his/her designee. No Level III appeal may be made.

l. All complaints concerning personnel files shall be processed exclusively in accordance with the procedures specified in this Section and Chapter 1347 of the Ohio Revised Code.

m. A staff member's immediate building principal and/or assistant principal may also maintain a personnel file on the staff member, provided that access to the file, the confidentiality of the file, and contents of the file meet the specifications and requirements above. Staff members shall be notified in writing when a principal and/or assistant principal maintain a building file. An administrator's personal informal notes or records about a staff member are not part of the official or building personnel file and are not subject to the requirements above. No adverse action shall be taken against a staff member based upon notes which are not a part of the official file.

n. Each staff member's payroll file shall be located in the Board offices and shall be the only official file of printed payroll information. The Treasurer shall be the official manager of the payroll system. Staff members shall have access to their payroll files and may dispute the information contained therein pursuant to the procedures set forth above, provided that any complaint shall be initiated with the Treasurer rather than the Deputy Superintendent. All information related to payroll may be placed in a staff member's payroll file without notifying the staff member.

o. No administrator shall initiate a distribution of a bargaining unit member's evaluation or category of evaluation.

9.7 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A Local Professional Development Committee will be appointed to oversee and review professional development plans for course work, continuing education units, or other equivalent activities needed in order that each individual staff member have a vehicle for presenting individual plans for license qualification.

This Committee will be made up predominantly of practicing classroom teachers and shall be fairly representative of elementary, middle school, high school, and support staff. Committee members shall serve staggered terms that provide continuity of procedures and policies. All Association members of the Local Professional Development Committee (LPDC) as well as the LPDC Chair will be appointed by the Association Co-Presidents and serve three (3) year terms.

Committee membership shall be no less than twelve (12) nor more than sixteen (16), at least sixty percent (60%) of whom shall be practicing teachers appointed by the Association Co-Presidents.

ARTICLE X - LEAVES OF ABSENCE

10.1 SICK LEAVE

a. All full-time (1.0 FTEs) staff members and part-time (less than 1.0 FTEs) staff members shall accumulate sick leave credit at the rate of one and one-quarter (1/4) days per month under contract (including summer months) at the staff member's FTE contract. Sick leave credit may not be accumulated during an unpaid leave of absence. Sick leave accumulated prior to an unpaid leave of absence shall be credited upon return from leave. If a staff member's contractual FTE is altered sick leave will be credited and accrued on the basis of when it was earned. (Example: A member works five (5) years full-time and has an accumulation of sixty (60) sick leave days; if this employee requests and is granted a 0.5 part-time status, he/she will be credited with one hundred twenty (120) days of sick leave as of the change in status. Conversely, a member works five (5) years on a 0.5 part-time status and has an accumulation of sixty (60) sick leave days; if this employee requests and is granted full-time status, he/she will be credited with thirty (30) days of sick leave as of the change in status.) This paragraph shall not apply retroactively to sick leave accrued prior to the start of the 2015-2016 school year.

Notwithstanding the above paragraph, if a staff member moved from full-time to part-time status during the term of this Agreement and also retired under STRS with an effective retirement date on or before June 30, 2018, the Board, in calculating severance pay, will utilize the employee's accrued sick leave balance at July 31, 2015, under the formula appearing in the

parties' immediately preceding Agreement coupled with sick leave earned and accrued thereafter under the above paragraph.

b. Each new staff member or staff member who has exhausted his/her accumulated sick leave may be advanced five (5) days of sick leave. If any of these five (5) days are used, they shall be deducted from the sick leave accumulated during that year of employment (in the event of childbirth refer to paragraph l. below.) If a staff member's employment ends using advanced sick leave and not earning the same, he/she will have the per diem amount deducted for unearned sick leave from the last salary check issued by the Board Treasurer.

c. Unused sick leave shall have an unlimited accumulation.

d. Sick leave may be used for any absence of the staff member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the staff member's immediate family.

e. After the birth of a staff member's child, the birth parent may use available sick leave during the first eight (8) calendar weeks, unless delivery is by Caesarian-section, in which case the birthparent may use available sick leave during the first ten (10) calendar weeks. The non-birth parent may use available sick leave during the first four (4) calendar weeks, irrespective of whether delivery is by Caesarian-section.

f. Adoption: Upon the placement of a child for adoption, as verified in writing by the agency facilitating the adoption, a staff member may use up to four (4) calendar weeks of sick leave immediately after placement for adoption of a pre-school age or older child. A member may use up to six (6) calendar weeks of sick leave immediately after the placement for adoption of a newborn child. The amount of sick leave available to the member in the case of an adoption may be increased by the Superintendent/designee on a case-by-case basis due to extenuating circumstances.

g. For full-time staff, absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of sick leave use. Absence beyond one-half (1/2) day but less than a full day, shall be counted as a full day of sick leave use. For a part-time staff member, absence of a portion of a day up to one-half of the part-time staff members FTE contract shall be counted as one-half (1/2) day of sick leave use. Absence beyond more than 1/2 of the FTEs of the part-time staff member's contract day, shall be counted as a full day of sick leave use.

h. Upon a staff member's use of five (5) consecutive days of sick leave for any reason, the member is obligated to notify his/her immediate supervisor of

his/her status, the anticipated date of return to service, and the anticipated need for substitute coverage. Upon a staff member's use of eight (8) consecutive days of sick leave because of the member's own illness or injury, the member is obligated to provide a physician's note justifying the leave (and specifying the anticipated date of return to service or continued schedule of care) to the Superintendent/designee (unless otherwise agreed in the particular case by the Superintendent/designee.) If medical attention was required while on sick leave, the member shall furnish the name(s) and address(es) of the attending physician(s) and the date(s) when consulted.

If the Superintendent or Deputy Superintendent wishes to challenge a member's need for the use of sick leave, either administrator shall notify the staff member in writing. This notification shall include an explanation of the reason(s) for the challenge and require the staff member to provide a written explanation justifying the use of sick leave. The Superintendent's request shall be made within ten (10) contractual days after the member's return from leave.

i. The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to Section 124.38 of the Ohio Revised Code or pursuant to Section 3319.141 of the Ohio Revised Code, shall be placed to his/her credit upon his/her employment with the Board, provided such employment takes place within ten (10) years of the date of the last termination from public service.

j. No sick leave shall be granted to or accumulated by a staff member after the effective date of his/her retirement or resignation; provided, however, that any sick leave balance that a staff member may have after receiving severance pay under Article XI, Section 11.10 of this Agreement will be certified by the Board Treasurer to any third (3rd) party as the staff member's sick leave balance in effect upon the staff member's severance of employment in the District.

k. Staff members who become ill during the contractual day will notify the building principal of their illness.

l. Staff members who become aware of the need to use sick leave at a time other than during the contractual day will submit a request through the District-designated absence-management system. Requirements of this paragraph shall be waived by the Administration only in emergency situations.

m. A sick leave committee consisting of six (6) members shall administer a sick leave contribution plan for use in catastrophic cases. The Superintendent shall appoint three (3) members and the Association Co-Presidents shall appoint three (3) members.

The plan includes these concepts:

(1) A person using contributed sick leave will be limited to ninety (90) days of such sick leave in a catastrophic case or sixty (60) days when necessary after the birth of a child;

(2) If a member does not wish to participate in the sick leave bank, then he/she must complete the opt-out form, and provide it to the payroll supervisor no later than September 15th. If a bargaining unit member does not have a least one (1) day of sick leave, the District shall advance the member one (1) day in order for the member to become enrolled in the sick leave bank.

(3) Days borrowed from the sick leave bank related to the birth of a child will be reimbursed five (5) days per contractual year until all days borrowed have been returned. If an individual utilizes sick leave advancement for the purpose of the birth of a child and leaves employment with the district prior to repayment of all days, then the individual is financially responsible for paying back the district. The district is authorized to withhold the individual's final check to do so.

The form used in administering the plan will include the following criteria and concepts:

1. Employee must be a bargaining unit member;

2. Employee must have contributed one (1) day during the current school year;

3. Employee must have used all of paid leave before requesting bank days (all sick leave, personal leave, and advanced sick leave days);

4. Employee must supply a physician's or nurse practitioner's statement;

5. The plan pertains only to the employee's personal illness/injury (requests involving immediate family will be considered on a case-by-case basis);

6. Only up to thirty (30) days can be approved at a time (maximum limit of ninety [90] days except that a maximum limit of sixty [60] days will be available when necessary after the birth of a child);

7. The employee is not eligible if on STRS disability.

(4) A staff member shall submit application for the sick leave bank via UAEA leadership for the purpose of sick leave advancement.

10.2 ILLNESS, INJURY OR DEATH IN THE IMMEDIATE FAMILY

a. Sick leave may be used for illness, injury or death in staff member's immediate family. In case of illness or injury, immediate family includes parent, grandparent, grandchild, son, daughter, brother, sister, spouse, in-laws bearing any of these relationships, or any individual who is a member of the staff member's household. In case of death, immediate family also includes cousin, nephew, niece, aunt, or uncle, with the further understanding that these relationships will qualify as members of the immediate family in case of illness or injury if the staff member is the person's caregiver. For the death of any of the foregoing family members, the staff member may use up to five (5) days sick leave. Additional sick leave may be approved by the Superintendent/designee if there are extenuating circumstances.

b. Upon returning from sick leave for reason of illness, injury, or death in the immediate family, the staff member shall complete a readmission form to justify the use of the sick leave.

c. Staff members who become aware of the need to use sick leave during the contractual day will notify the building principal.

d. Staff members who become aware of the need to use sick leave at a time other than during the contractual day will follow the "Guidelines for Securing a Substitute Teacher" as published and distributed by the District unless sick leave is being used on a contractual day during which students are not to be in attendance and teachers are to be in attendance. In such cases, the staff member will notify his/her building principal as soon as possible. Requirements of this paragraph shall be waived by the Administration only in emergency situations.

e. If a staff member must be absent because of illness, injury, or death of a person other than a member of his/her immediate family, a request should be made to the Superintendent/designee prior to any absence. If the request is approved, the day(s) will be deducted from sick leave.

f. In the event of extended illness or disability, application for a non-paid leave of absence may be made by the staff member to the Board.

10.3 PERSONAL LEAVE

a. Paid Personal Leave

Up to three (3) days of paid personal leave per contractual school year shall be granted upon written notice to the Deputy Superintendent through the immediate supervisor or building principal.

Except in an unforeseen circumstance, notification should be made within a reasonable period of time in advance of the date leave is to be taken.

Personal leave may be taken in full day or in half (1/2) day increments.

The following restrictions shall apply for a personal leave request made for a Monday and/or a Friday during the months of May and June; the work day before and following a holiday; the Tuesday before Thanksgiving; the work day before and following Spring break; the Thursday before and the Monday after the designated Spring No Student/No Staff calendar dates of April 18, 2025 and April 3,2026 and March 26, 2027. The request for such leave shall be limited to the first five percent (5%) of the bargaining unit, and the staff member shall provide at least twenty (20) days' notice for such leave. This application must be presented electronically to the Chief Talent Officer. Each staff member shall be limited to two (2) such requests per school year.

Personal leave cannot be taken on the first two (2) contractual days or last day of the contractual year; during semester or final examination periods; nor the last day of a quarter or trimester, depending on the staff member's assigned home building.

Notwithstanding the preceding two (2) paragraphs, if submitted through the Chief Talent Officer and approved, leave will be granted if the leave is for:

(a) Moving;
(b) Appearance in court;
(c) Closing procedures when buying and/or selling a home;
(d) Appearance as a witness in court;
(e) Obtaining a degree at a university or college;
(f) Adoption of a child;
(g) Attendance at a graduation of a member of the family;
(h) Internal Revenue Service Hearing;
(i) Attendance at a wedding of a member of the family;
(j) Adverse travel conditions which prohibit the teacher from safely reaching his or her work assignment or commercial carrier grounding or cancellations which prohibit the staff member from reaching his/her work assignment. This provision applies only to those instances where a staff member is out of town or away from his/her

home and is unable to reach his/her work assignment. It does not apply to an individual who cannot reach his/her work assignment from his/her home.

Paid personal leave for religious holidays shall be approved and is not subject to the limitation of three (3) days per year.

While not accumulative as personal leave, unused personal leave days shall automatically be converted to accumulated sick leave days for those staff members who have not used all three (3) days by the end of each contractual year. A staff member who has not used any personal leave in the previous school year, shall have an additional two (2) bonus days of personal leave available for use the following school year. A staff member who has used no more than one (1) day of personal leave in the previous school year, shall have an additional one (1) bonus day of personal leave available for use the following school year. During the next school year, the bonus day(s) will be deducted before the three (3) guaranteed personal leave days. Such bonus leave shall not be accumulative and shall not be added to sick leave. The Personal Leave Form shall be attached and incorporated herein as Appendix F.

b. Personal Leave (Non-Paid)

Written application for non-paid personal leave should normally be made one (1) week in advance to the Deputy Superintendent with the principal's or supervisor's recommendation. The staff member will be notified within forty-eight (48) hours of approval or disapproval after Deputy Superintendent receives the request. If applications are not approved, the staff member will have the opportunity to meet with the principal, supervisor, Deputy Superintendent and/or the Superintendent to review the request.

Normally, no more than five (5) non-paid personal leave days shall be granted during a contractual year.

c. General Provisions

Personal leave, both paid and non-paid, is not deductible from sick leave. The Deputy Superintendent will keep an accurate report of all notifications for personal leave and any other pertinent information.

d. Misuse of Personal Leave

If misuse of personal leave is determined to have occurred, it shall constitute an unauthorized absence. In such instances, the staff member shall be subject to reasonable disciplinary action.

10.4 PAID LEAVE FOR COURT APPEARANCES AND JURY DUTY

A staff member shall be granted leave with pay for the following reasons:

(1) Court appearance for jury selection or duty;
(2) Court appearance as a witness;
(3) Court appearance as a defendant (civil cases only);
(4) Court appearances as a plaintiff where the Board is not an adverse party.

Such leave shall be granted upon written notice to the Deputy Superintendent by the staff member.

In using leave for reasons cited in paragraph a. (3) and (4) above, the staff member must have exhausted personal leave days to be eligible for leave.

10.5 PAID ASSAULT LEAVE

a. Any staff member physically assaulted by any parent, student, or other person while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the injuries sustained in the assault. If granted, this paid leave shall not be charged against sick leave or personal leave.

b. Assault leave will be granted if the following provisions are fulfilled:

(1) The staff member must make written application for leave;

(2) The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability;

(3) The staff member shall, if requested, consent to an examination at Board expense by a Board-designated physician at a reasonable time and place and said physician concurs with the staff member's physician that the staff member is disabled from returning to service;

(4) The staff member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the staff member and/or the Board.

c. For the duration of leave, the Board shall continue to pay all fringe benefits at no cost to the staff member.

d. An Assault Leave shall be for no longer than thirty (30) contractual days.

10.6 PAID PROFESSIONAL LEAVE (Short-Term)

a. The Administration may grant professional leave with pay upon application by a staff member in keeping with the following provisions:

(1) A maximum of three (3) consecutive contractual days usually will be allowed for any leave requiring a substitute;

(2) There will be no time or expense limitations if attendance at a convention, seminar, or workshop is required by the school;

(3) It may be necessary to limit the number of leaves from the District to attend the same activity;

(4) Travel expenses will be reimbursed as follows:

(a) Automobile: at the IRS established rate per mile not to exceed a total of 1,000 miles.

(b) Common Carrier: (coach fare) not to exceed $500.

(5) The Administration may establish a year-to-year rotation of staff members approved as applicants for workshops, seminars, and conventions which staff members attend on a regular annual basis if funds are not available to approve leaves for all who applied.

(6) The annual appropriations measure may be a limiting factor in the granting of professional leave.

(7) Except in unusual circumstances, an application must be submitted in writing to the individual's building principal at least fifteen (15) calendar days prior to the intended use of professional leave and must state the purpose for such leave. With the permission of his/her department members, a coordinator may submit the applications for professional leave for members of his/her department in keeping with the above timelines. Such applications must be signed by the individual staff member(s) requesting leave.

(8) Except in unusual circumstances, the Administration shall notify the applying staff member who meets the timelines stated above of approval or disapproval of the request at least ten (10) contractual days after receiving said application.

b. Reimbursements for other expenses shall be in keeping with the following provisions:

(1) The Board shall reimburse a staff member for lodging, meals, taxis, telephone calls, and other trip related expenses up to $150 per day not to exceed a total of $450 upon presentation of signed expense statements and receipts when applicable. Payments of expenses in excess of the amounts listed above must first be approved by the Superintendent/designee.

(2) In addition, registration fees shall be fully paid by the Board except as provided in Article XI, Section 11.12 of this Agreement. Reimbursement shall not be for organizational dues included in registration fees.

(3) Reimbursement for expenses other than those indicated above shall be left to the judgment of the Board Treasurer.

c. Approval of professional leave does not necessarily indicate that all expenses will be fully reimbursed. The amount of reimbursement shall be indicated on the professional leave form and signed by the appropriate administrator. If the amount does not fully reimburse the staff member, the staff member may apply for additional funding from other sources within the District. The form shall indicate Staff Development funding sources and the appropriate administrative offices to contact.

d. Classroom teachers using professional leave must contact the substitute teacher coordinator at least five (5) days in advance. If five (5) days' notice is not given, the leave can be canceled.

10.7 SABBATICAL LEAVE

A staff member, 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 in accordance with the following provisions:

a. A staff member shall have had five (5) years of service in the District;

b. A plan of professional improvement shall be furnished prior to Board approval. Upon return from sabbatical leave, a report shall be filed by the staff member as proof that said plan was followed;

c. The part salary shall be the difference between the staff member's regular salary for the next school year and the B.A. 2 years' experience of the salary schedule. Notification of part salary shall be given to the staff member as soon as possible, but not later than July 1. Such part salary may be increased in keeping with Section 3319.12 of the Ohio Revised Code. If increased, the staff member will be notified as soon as possible after July 1;

d. No more than five percent (5%) of the staff shall be granted sabbatical leave at one time. If more than five percent (5%) apply, those not previously granted sabbatical leave with greatest seniority (as determined under Article VII, Section 7.5 of this Agreement) will be granted such leave;

e. Additional sabbaticals shall be made available to staff members after completion of five (5) additional continuous years of teaching experience;

f. Upon return from leave, the staff member will resume the same contract status held prior to leave unless he/she has become eligible for and been granted a continuing contract while on leave. The staff member will return to the same assignment held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification/licensure. Nothing herein shall prevent the staff member who is on such a leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement;

g. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule and for seniority purposes;

h. A staff member who does not return to duty for at least one (1) full school year after a sabbatical leave or after additional leave related to the sabbatical leave shall be required to pay back all remuneration received from the Board under the provisions of paragraph c. above. Such pay back must be made within a four (4) month period of time beginning with the first full month said staff member was to have returned to duty. Arrangements for making the pay back during this period of time shall be made between the Board Treasurer and the affected staff member;

A staff member may complete retirement contributions and secure retirement credit for the period of the sabbatical leave within the two (2) year period immediately following the leave. Otherwise, eligibility to do so is lost.

10.8 PROFESSIONAL ASSOCIATION LEAVE

a. Upon application, the Board shall grant a total of one hundred sixty-five (165) days, no more than sixty-five (65) of which may be used in any particular school year, with pay for use by the Association for its officers and representatives to attend conferences or activities. Representatives of the Association must complete an application for professional leave as far as possible in advance of the date leave is being requested and forward the application to the Deputy Superintendent. A copy of the application will be given to the building principal. The Board shall pay the cost of the substitutes, but shall not pay for any other costs associated with the leave.

b. Under provisions of this Agreement, Professional Association Leave may also be utilized for the preparation and attendance at any of the following: grievance hearings, negotiation meetings, and mediation.

10.9 UNPAID PROFESSIONAL LEAVE

a. With the recommendation by the Superintendent and the approval of the Board, staff members may be granted a leave of absence without pay and without credit on the salary schedule in order to undertake additional professional training. The leave may be requested to take courses at a university or college, to enter government service, to serve in political office, to teach, or to engage in any activity that would benefit staff members in the performance of his/her duties. The Board's contribution to STRS will be paid if the staff member's request is in accordance with applicable statute and STRS regulations. The leave will not be for a period of time longer than one (1) school year.

b. The factors listed below will be taken into account by the Superintendent in making a recommendation. Other factors also may be taken into consideration:

(1) The disruptive effect the leave may have upon instruction;

(2) The availability of a satisfactory replacement;

(3) Whether the person has been granted this type of leave or other types in the past;

(4) The length of the leave;

(5) The amount of time between the staff member's request and the start of the leave;

(6) The nature of the professional training the staff member will receive.

c. To apply for this leave a staff member must:

(1) Have been employed by the Board at least three (3) full school years prior to the leave;

(2) Submit a written request to the Chief Talent Officer indicating the nature of the professional training, how the training will improve the skills of the staff member, and the beginning and ending dates of the leave; and

(3) Meet with the Chief Talent Officer/designee for the purpose of discussing the staff member's immediate and long-range career plans.

d. Each leave will be evaluated upon its individual merit and decisions made will not necessarily constitute precedents. This leave of absence is from service with the District and not from a specific assignment.

e. If a staff member returns from an Unpaid Professional Leave, he/she will resume the contract status held prior to leave unless he/she has become eligible for and been granted a continuing contract while on leave. The staff member will return to the same assignment held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification/licensure. Nothing herein shall prevent the staff member who is on such a leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement.

10.10 UNPAID CHILD CARE LEAVE

a. An unpaid child care leave shall be granted to a staff member in keeping with the following provisions:

(1) A staff member who becomes knowledgeable of the birth or anticipated birth of his/her child, or who is adopting a child, is eligible for leave.

(2) At the option of the eligible staff member, leave may begin:

(a) During pregnancy, regardless of disability;
(b) After any necessary use of sick leave before and/or after delivery;
-or-
(c) Any date within ten (10) calendar days prior to obtaining custody of an adopted child. (In case of an adoption, this last option must be selected by the staff member.)

(3) Not later than March 1 before the effective date of the leave, the staff member must submit written notice of this effective date to the Deputy Superintendent (unless this requirement is waived by the Executive Director). The staff member may only once alter or cancel the effective date of the leave by written notice to the Executive Director.

(4) Leave may be taken full-time (or part-time if mutually agreed to by the staff member and the Administration) for:

(a) The remainder of the contractual year,
-or-
(b) An entire contractual year (if leave begins at the beginning of a contractual year.)

If option (a) is selected, the staff member may request in writing an extension of leave for the entire following contractual year. Such request must be submitted to the Deputy Superintendent no later than March 1 (unless this requirement is waived by the Executive Director). The Board shall approve one (1) such request for an extension if the staff member was on child care leave for sixty (60) or fewer contractual days during the contractual year in which the initial leave began. This extension will not be considered as an alteration to be covered under the provisions outlined above.

b. A staff member may remain a member of all or any employee group insurance policies at the individual's expense after the effective date of leave. If the staff member is on a paid status for at least one hundred twenty (120) days of the contractual year during which leave begins, the Board will continue to pay the premiums for all or any employee insurance policies for the staff member for the remainder of that contractual year including June, July, and August.

c. A staff member on leave shall not be eligible for fee waiver credits.

Upon returning from leave, the staff member will resume the contract status held prior to leave unless he/she has become eligible for and been granted a continuing contract while on leave. The staff member will return to the same position held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification/licensure. Nothing herein shall prevent the staff member on leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement.

d. If a staff member has received unpaid childcare leave during two (2) consecutive school years under this Section, the member must return to duty on active status for at least one (1) semester as a condition of applying for another unpaid leave.

10.11 UNPAID LEAVE FOR PERSONAL REASONS

a. With the recommendation of the Superintendent and the approval of the Board, staff members may be granted a leave of absence without pay and without experiential credit on the salary schedule for personal reasons. The Board's contribution to STRS will be paid if the staff member's request is in

keeping with applicable state statute and STRS regulations. The leave will not be approved for a period of time longer than one (1) school year, and in no event will more than two (2) consecutive years of leave be approved under this Article.

b. The factors listed below will be taken into account by the Superintendent in making a recommendation. Other factors also may be taken into consideration.

(1) The disruptive effect the leave may have upon instructions;

(2) The availability of a satisfactory replacement;

(3) Whether the person has been granted this type of leave or other types in the past;

(4) The length of the leave;

(5) The amount of time between the staff member's request and the start of the leave;

(6) The reason for the leave.

c. To apply for this leave a staff member must:

(1) Have been employed by the Board at least three (3) full school years prior to the leave; and

(2) Submit a written request to the Deputy Superintendent by not later than March 1 prior to the school year for which leave is requested indicating the beginning and ending dates of the leave; and

(3) Meet with the Superintendent or the Executive Director for the purpose of discussing the staff member's request.

d. Each leave will be evaluated upon its individual merit and decisions made will not necessarily constitute precedents. This leave of absence is from service with the District and not from a specific assignment.

e. If a staff member returns from a Leave for Personal Reasons leave, he/she will resume the contract status held prior to such leave unless he/she has become eligible for and has been granted a continuing contract while on leave. The staff member will return to the same assignment held prior to leave if the assignment still exists. If the assignment no longer exists, the staff member will be assigned to a position within his/her area of certification. Nothing herein shall prevent the staff member who is on such

a leave to seek a transfer or to be transferred in accordance with Article IX, Section 9.5 of this Agreement.

f. A staff member may remain a member of all or any group insurance plans at the individual's expense.

10.12 MILITARY LEAVE

Military leave will be granted to a staff member in accordance with all applicable federal and Ohio laws.

ARTICLE XI - SALARY AND EMPLOYEE BENEFITS

11.1 SALARY SCHEDULE

a. Effective August 1, 2024, the BA Minimum salary shall be $52,265 on the current index.

Effective August 1, 2025, the BA Minimum shall be $54,094 on the current index.

Effective August 1, 2026, the BA Minimum shall be $55,852 on the current index.

b. On the salary schedule, the headings are defined as:

Non-Degree - Staff members who do not hold a Bachelor's Degree.

B.A. - Staff members who hold Bachelor's Degree.

B.A. 150/B.A. + 15 - Staff members who hold a Bachelor's Degree and have completed 150 semester hours (225 quarter hours) OR have completed 15 semester hours (23 quarter hours) after receiving a Bachelor's Degree and an initial State Certificate.

B.A. + 30 - Staff members who hold a Bachelor's Degree and have completed 30 semester hours (45 quarter hours) after receiving the Bachelor's degree and the initial State Certificate.

M.A. - Staff members who hold a Master's Degree.

M.A. + 10 - Staff members who hold a Master's Degree and have completed 10 semester hours (15 quarter hours) after receiving the Master's Degree.

M.A. + 20 - Staff members who hold a Master's Degree and have completed 20 semester hours (30 quarter hours) after receiving the Master's Degree.

M.A. + 30 - Staff members who hold a Master's Degree and have completed 30 semester hours (45 quarter hours) after receiving the Master's Degree.

M.A. + 40 - Staff members who hold a Master's Degree and have completed 40 semester hours (60 quarter hours) after receiving the Master's Degree.

Years of Experience - As defined and recognized in Chapter 3317 of the Ohio Revised Code.

With respect to horizontal salary schedule credit for semester (quarter) hours beyond the B.A. degree and credit for semester (quarter) hours beyond the M.A. degree, credit will be given for CEU's and EOA's that are converted to semester (quarter) hours in accordance with the formula appearing in the District's Local Professional Development Committee's Activities Guidelines. In order to count toward the conversion, the CEU or EOA must be pre-approved (irrespective of whether the staff member is legally required to have an Individualized Professional Development Plan) by the Local Professional Development Committee on or after January 1, 2000.

c. Pay for extended service supplemental contracts will be based on the individual's per diem rate of pay.

d. For any staff member newly hired as a regular employee for the 2000-01 school year or thereafter, prior years of experience as a small group instructor in the District or elsewhere shall not count as years of experience for which vertical credit is given in the initial placement of the staff member on the salary schedule; prior years of teaching, as opposed to small group instructor, service will count toward vertical salary schedule credit on the same terms as apply to teachers generally. Years of teaching or small group instructor service earned during and after the 2000-01 school year will count toward vertical salary schedule credit. This provision shall not be construed to require altering the vertical salary schedule placement of any incumbent staff member.

11.2 SALARY SCHEDULE - SUMMER ACADEMY

a. Compensation for summer academy work shall be paid at the hourly rates appearing in Appendices D, E, and F.

After a staff member's tenth (10th) year of service in the summer academy, the staff member assigned to perform such work shall receive a payment of $20.00 for each year of service above ten (10).

11.3 SUPPLEMENTAL DUTIES

a. Prior to May 31st of the 2023-2024 school year, a list of the supplemental positions that are currently filled, along with the supplemental's placement on the negotiated salary schedule, shall be reduced to writing with a copy provided to the Association Co-Presidents. This list shall serve as the initial list of available supplemental positions. The athletic/co-curricular salary schedule shall be increased each year across-the-board by the same yearly percentage increase of the base salary on the regular salary schedule. The yearly increase in the co-curricular salary schedule shall begin with the first athletic/co-curricular activity of the school year.

b. (1) No staff member may refuse a supplemental duty assignment when that assignment is: (1) an extension of his/her duties under a regular teaching contract; (2) an assignment that has customarily been performed by staff members in the past; and (3) an assignment that should be performed by the staff member rather than another staff member or substitute. This requirement shall not apply when the staff member: Has conflicting District job duties; is unable to perform the assignment because of illness or medical reasons; has been involuntarily transferred or reassigned to a position for which a supplemental is required; or is an itinerant teacher who was reassigned to a position for which a supplemental was required when a supplemental involving similar levels of expertise or time had not been required for his/her previous position.

(2) Any staff member whose coaching contract is a stipulation of his/her being employed who resigns his/her coaching position shall also be considered to have automatically resigned his/her regular teaching position during the first three (3) years of employment. The District shall have no further obligation to employ the individual as a teacher, unless the Board non-renews the individual as a coach but not as a teacher or he/she cannot coach for medical reasons.

(3) A staff member for whom a supplemental duty assignment is mandatory under these provisions, and who believes the supplemental assignment is not being properly compensated, may take the issue to the Athletic and/or Co-Curricular Supplemental Contract Committee, as set forth in Section 11.3(f).

(4) Except as otherwise provided in the last sentence of this paragraph, a staff member who is requested to perform duties beyond his/her regular length of day and/or beyond his/her regular contractual year shall be offered a supplemental contract to perform such duties. The duties for which pay is to be offered and the amount to be paid for these supplemental duties shall be determined by the Board.

Nothing herein except Section 11.3 b. (1) shall require a staff member to accept a supplemental contract. Where a project or activity not subject to paragraph c. below, whose implementation will involve payments to affected employees, is Board-approved, it is agreed that the Board may elect, in lieu of executing supplemental contracts with such employees, to make such payments based on documentation satisfactory to the Treasurer without the necessity of further Board action.

c. Any staff member who is requested to perform co-curricular duties (Board Regulation 3120.08) for which a supplemental contract will be issued, will be paid according to the staff member's placement on the Athletic/Co-Curricular Salary Schedule (Appendix E).

d. Any staff member who is requested to supervise overnight activities shall be paid through a supplemental contract an additional one hundred dollars ($100.00) per overnight. A supplemental contract shall be issued prior to the performance of such duties.

e. Only non-classroom teaching staff members may earn and use compensatory time. Staff members have the option of accepting or not accepting work assignments for compensatory time. Compensatory time must be used within one hundred eighty-six (186) work days of its being earned. When a work assignment is worked by the staff member, section A of the Form is to be completed. A copy of the form is to be given to the staff member and the original retained by the supervisor. The scheduling of the use of compensatory time is at the option of the staff member, but the staff member must so notify his/her immediate supervisor two (2) days in advance. If such advance notification is not given, the supervisor may deny the use of the compensatory time. Once the compensatory time is used, section B of the Form is to be completed and the form sent to the payroll department in lieu of a readmission form. Staff members must have worked a compensatory time work assignment prior to using compensatory time.

f. Athletic and/or Co-Curricular Supplemental Contract Committee

(1) The Board and the Association shall establish an Athletic and/or a Co-Curricular Supplemental Contract Committee. The Committee shall be co-chaired by the Association and the Board and shall have three (3) representatives from the Association appointed by the Association Co-Presidents and three (3) representatives of the Board appointed by the Superintendent/designee. The Committee shall meet one (1) time per year. Additional meetings may be held upon a majority vote of the Committee.

(2) The Committee shall meet for the sole purpose of reviewing the current athletic and/or co-curricular supplemental contract categories and making a recommendation to the Superintendent regarding any adjustments to the athletic and/or co-curricular supplemental contract categories. Any adjustments to the athletic and/or co-curricular supplemental categories will take effect the following school year. In evaluating whether any adjustments to such categories are appropriate, the Committee will consider factors relative to the nature of the athletic and/or co-curricular activity and the categories of comparable districts. Notwithstanding the foregoing, no one holding a supplemental contract shall receive a reduction in pay as a result of adjustments to the athletic and/or co-curricular supplemental categories, so long as that individual remains in the position without interruption. The determination of category levels by the Committee is not subject to the grievance procedure appearing in Article VI of this Agreement.

(3) In determining athletic and/or co-curricular supplemental categories, experience credit will be given for up to ten (10) years of experience. This experience must have been under a paid contract and must have been at a similar level to that of the position in the District. Two (2) years of experience at a lower category level will be given one (1) year of credit at a higher category level. (For experience, each two (2) years as an assistant coach will count as one (1) year of experience as a head coach). This procedure for awarding experience credit is not subject to the grievance procedure appearing in Article VI of this Agreement. Should a member be incorrectly awarded experience credit, this would be subject to Article VI of this Agreement.

(4) Should a majority of the Committee reach agreement on proposed changes to the athletic and/or co-curricular supplemental contract categories, the Committee will present its recommendation to the Superintendent who will make a recommendation to the Board to approve the same. Any action by the Board in acting or not acting thereon shall be final and not subject to the grievance procedure appearing in Article VI of this Agreement. Should the Committee fail to reach agreement on proposed changes to the athletic and/or co-curricular supplemental contract categories, the categories shall not be changed.

(5) All seasonal supplemental contracts shall be paid in two (2) equal installments, with the first installment to be paid after the first half (1/2) of the season is completed, and the second (2nd) installment to be paid following completion of the supplemental contract provided that the individual's signed

supplemental contract is received in the Chief Talent Officer's Office at least thirty (30) days prior to the first (1st) pay of the season. Should the individual's signed supplemental contract not be received for any reason at least thirty (30) days prior to the first (1st) pay of the season, the entire supplemental shall be paid following completion of the supplemental.

(6) All annual supplemental contracts shall be paid in two (2) equal installments with the first half being paid in December and the second half being paid in May following completion of the supplemental contract.

(7) Supplemental contracts shall be posted as a full position. If staff members filling a supplemental position volunteer, supplemental contracts may be divided among those staff members. The remuneration of each staff member holding part of a divided supplemental contract shall be calculated based on

(a) the category of the supplemental contract
(b) the staff member's proportion of a full position and
(c) the staff member's experience level

11.4 PAYROLL DEDUCTIONS FOR PROFESSIONAL ASSOCIATIONS

a. The Board shall provide payroll deductions for the payment of Association membership dues, initiation fees and assessments affiliated professional organization(s) dues and the OEA Fund in accordance with the following provisions:

(1) Staff members shall submit a written authorization for payroll deductions on a form provided by the Association to the Board Treasurer. A staff member who wishes to authorize payroll deduction for the above shall do so by October 9 of the year that he/she begins payroll deductions under this Agreement. Unless revoked or changed in accordance with the procedures contained herein, an authorization will continue from year to year. If a refund is due a staff member, it shall be the responsibility of the Association to make such refunds.

(2) A staff member who wishes to revoke or modify his/her payroll deduction may do so only between August 15 and September 9 of any year. The Association shall process all revocations or modifications and submit them to the Board Treasurer by September 10 each year.

(3) By October 10 of each year, the Association will notify the Board Treasurer of the total amount of dues to be deducted for each staff member. Such notifications shall be in the form of a letter signed by the Association Co-Presidents or Association Treasurer and sent electronically to the Treasurer.

(4) Authorized payroll deductions will be made in sixteen (16) equal installments beginning with the November pay and continuing each month through the following June.

(5) If staff members end their employment or go on unpaid leaves of absence before all installments have been deducted, the unpaid balance will be deducted from their final payroll check and remitted to the Association Treasurer as provided below.

(6) Within fourteen (14) calendar days following the completion of each deduction, the Board Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Upper Arlington Education Association".

(7) Payment to all annuity carriers which have submitted monthly statements received by the 27th of the month shall be paid by the 30th of the month. Payments to annuity carriers submitting monthly statements after the 27th of the month will be made as soon as practicable after the statement is received by the Treasurer.

b. The Association does indemnify the Board and the Board Treasurer against liability for all deductions made as long as they are in compliance with these provisions.

c. No employee organization other than the Association shall be entitled to payroll deduction of membership dues, initiation fees and assessments.

11.5 MILEAGE REIMBURSEMENT

a. The staff listed below shall be reimbursed at the IRS established rate per mile when required to use a personal vehicle to perform assigned professional duties within and outside the District:

(1) Itinerant staff members for travel between buildings during the school day; and

(2) Coordinators, EIS personnel, psychologists, staff members on special assignment, nurses, science consultants, and vocational staff members.

b. In addition to these listed staff members, other staff members shall be reimbursed at the same rate when their building principal specifically assigns them to use a personal vehicle for school related duties, provided the staff member accepts the assignment. Such assignments may include, but are not limited to coaches, and/or advisors who use personal vehicles to transport students on school authorized field trips.

c. Copies of mileage report forms shall be distributed only to those who are eligible for reimbursement. Mileage reports shall be completed quarterly.

11.6 PAY PLAN

a. Except for newly hired, first-year staff members, all regular pay will be paid by direct deposit into the staff member's designated bank account in twenty-four (24) equal installments on the tenth (10th) and twenty-fifth (25th) day of each month September through August. All payroll deductions will be calculated on a twenty-four (24) pay basis and taken out in equal amounts. Newly hired, first year staff members will be paid by direct deposit into the staff member's designated bank account in twenty-five (25) equal installments on the tenth (10th) and twenty-fifth (25th) day of each month September through August but shall receive the initial pay on August 25th. After receiving the twenty-fifth (25th) payment, the staff member shall be paid on the twenty-four (24) equal installments thereafter. All supplemental pay will be paid according to the terms established within the supplemental contract and added to the regular pay installments during the period of time that the supplemental contract occurs.

b. General Provisions

(1) The notice of direct deposit shall be issued no later than 4:00 P.M. on the appropriate dates each month. When a pay date falls on Saturday, Sunday, or a holiday, the notice shall be transmitted electronically to the staff member's email address furnished to the Board's treasurer (which may be either the member's school or personal email address or both).

(2) STRS service credit may be purchased by payroll deduction.

11.7 CURRICULUM/PROGRAM IMPLEMENTATION AND IN-SERVICE

a. Staff participation in and attendance at in-service programs which take place outside the staff member day and/or contractual year is not required. Attendance at all new staff member pre-service programs for newly employed staff members conducted prior to the beginning of their regular contractual year is required and compensation, if any, shall be determined by the Board.

b. Notwithstanding paragraph a. above, in addition to the one hundred eighty-six (186)-day contractual year specified in Article XII, Section 12.2 of this Agreement the Board may authorize up to one (1) day, or up to two (2) half-days, for curriculum/program implementation and/or in-service on particular subjects. Attendance is voluntary and will be compensated at the daily rate (or half such rate where a half-day is involved) applicable to a staff member placed at Step 0 of the B.A. column of the salary schedule.

c. A staff member who serves on a committee(s) created by Board policy, through Strategic Planning, or by a provision of this Agreement shall be entitled to one (1) day of pay at the daily rate that applies at BA, Step 5 on the teachers' salary schedule.

d. Staff members who wish to do so are encouraged to design in-service programs and workshops to be conducted outside the staff member day or contractual year. Any such in-service proposal is to be presented to the Superintendent/designee. The proposal must specify the number of planning and presentation hours for which the staff member seeks compensation in connection with the project. If approved and subsequently completed, the staff member will receive compensation at the daily rate that applies at BA, Step 2 of the teachers' salary schedule (converted if and as necessary to an hourly rate).

e. The Administration will make every effort to schedule ETR, 504 and/or IEP meetings within the regular staff member work year and work day. If, as a last resort, such a meeting must be scheduled on a day during the summer recess, the participants whose attendance is required will meet at a mutually agreed upon time and receive compensation at the daily rate that applies to the salary at BA, Step 5 on the teachers' salary schedule, more specifically, if the meeting does not exceed four (4) hours, the staff member will receive one-half (1/2) of this daily rate; if the meeting exceeds four (4) hours, the member will receive the full daily rate. If, as a last resort, such a mutually agreed upon meeting must be scheduled to start after 4:00 p.m. on a regular staff member work day, the participants whose attendance is required will receive one-fourth (1/4) of the daily rate that applies to the salary at BA, Step 5 on the teachers' salary schedule. It is mutually understood that this Section does not apply to a staff member to the extent that a supplemental contract for that member already covers such work.

f. The curriculum reimbursement rate specified in Board policy is $190 per day.

11.8 PROFESSIONAL DEVELOPMENT

a. Staff members may apply to the Superintendent/designee through the Association Staff Development Committee to attend Instructional Professional Development conferences. Such conferences shall be for the purpose of improving instructional skills, teaching strategies, or other areas of professional awareness.

b. Selection will be made by the Association's Chairperson of Staff Development and the Superintendent.

The Board will pay fifty percent (50%) of the registration fee and the Association will pay fifty percent (50%) of the registration fee. The total amount allocated by the Board for the registration fee of these conferences shall not exceed three thousand dollars ($3,000.) per school year. For purposes of this Section, a "school year" shall begin on September 1 and end the following August 31.

11.9 FEE WAIVERS FOR INSTITUTES OF HIGHER LEARNING

The following procedures will be used for application and distribution of the fee waivers:

a. Each staff member must complete a written application form. This form must be received by the Central Office no later than the stated deadline.

b. Distribution Procedure:

(1) Autumn and Spring Semesters

Distribution Step 1 - Up to two (2) hours of fee waiver credit will be given to all staff members who so request.

Distribution Step 2 - Up to six (6), which is four (4) in addition to Step 1) will then be given to all staff members who so request if they provide proof that they are required to be a fulltime student that semester as a residency or internship requirement which is part of a degree or licensure program.

(2) Summer Semester

Distribution Step 1 - as above

Distribution Step 2 - as above

(3) Depleted Allocation

During any distribution step in a particular semester when the entire allocation of fee waivers for that semester is depleted, all individuals within that category will be placed on a preference list in accordance with the procedures below. Fee waivers will be allocated by taking the total number received by the District at the beginning of each school year and dividing them by 1/3 to be allotted to autumn, winter, summer semesters. If any unused fee waivers for a given semester remain, they will be allocated for the following semester.

c. Preference List:

1st Preference - Any staff member who is in the fifth (5th) year of a five-year license or is in the final year of any license which is required to retain current position.

2nd Preference - Any staff member:

(1) in the fourth (4th) year of a five-year license or in the next-to-last year of any license;

(2) working to obtain additional certification/licensure; or

(3) working to obtain a degree.

3rd Preference - Any staff member who is in the third (3rd) year of a five-year license or is in the second (2nd) year of a resident educator license.

4th Preference - Any staff member who did not qualify for the first three (3) categories.

d. General Provisions

(1) Administrators and school psychologists may use fee waivers in the same manner as the teaching staff.

(2) Unused fee waivers must be returned no later than the third (3rd) week of the quarter (or term). The Deputy Superintendent must be notified of any dropped course if the drop is completed by the third (3rd) week of the quarter (or term). Failure to comply with either of the above two procedures may result in the withdrawal of rights to participate in the fee waiver system for one (1) calendar year.

(3) Fee waivers will be distributed to those staff members whose applications are received on a first-received basis.

11.10 SEVERANCE PAY

a. Upon retirement, staff members shall be entitled to receive remuneration for unused sick leave in accordance with the following provisions:

(1) The amount to be paid shall be determined by multiplying the number of days' credit by the daily rate of pay. Payment will be made by not later than the last regularly scheduled pay day in January following the calendar year in which eligibility for severance pay is established.

(2) Except as otherwise specified in paragraph (3) below, the daily rate of pay shall be the employee's annual base salary rate as determined by placement on the Teachers' Salary Schedule at the time of retirement divided by the number of days in the employee's regular contractual year. If the employee is on an approved, unpaid leave at the time of retirement, "placement on the Teacher's Salary Schedule" means placement at the salary that would have been in effect at the time of retirement if the employee were on active paid status.

(3) Supplemental contracts, summer school teaching and extended duty contracts shall not be included in the annual salary rate.

b. For those staff members hired on or prior to June 30, 2012, the number of days of credit shall be the lesser of the following:

(1) One-fourth (1/4) of the number of accumulated days of unused sick leave; or

(2) Sixty-three (63) days.

c. For those staff members hired on or after July 1, 2012, the number of days of credit shall be the lesser of the following:

(1) One-half (1/2) of the number of accumulated days of unused sick leave; or

(2) Eighty-three (83) days.

d. Severance pay will be paid only to those staff members who are retiring from active teaching service by utilizing either regular, early, or disability retirement provisions of any Ohio retirement system and whose retirement status has been confirmed (by a copy of a retirement pay stub or other documentation reasonably satisfactory to the Board's Treasurer) by the retirement system. Staff members who are on leave are not eligible for severance pay until their resignation has been accepted by the Board and provided they meet the requirements set forth above.

e. Notwithstanding the above provisions, severance pay will also be paid in accordance with the formula of this Section 11.10 in the event of the death of a staff member with at least ten (10) years of active District service. Such payment will be made in accordance with Section 2113.04 of the Ohio Revised Code or to the member's estate if Section 2113.04 does not apply.

11.11 TUITION REIMBURSEMENT/CREDENTIAL RENEWAL FEES

a. The Board will allocate the sum of ninety-five thousand dollars ($95,000) per school year from its general fund budget for tuition reimbursement. Any unused balance as of the end of a school year will be rolled over and added to the Board's allocation for the succeeding school year. This program will be administered by the Association.

b. The Board will allocate the sum of twelve thousand dollars ($12,000) per calendar year for the reimbursement of staff members for their professional credential renewal fees. This program will be administered by the Association.

11.12 BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

a. For purposes of this Section, total annual salary per pay period for each staff member shall be the salary otherwise payable under this agreement and their contracts. The total annual salary and salary per pay period of each staff member shall be payable by the Board in two parts: (1) Deferred salary and (2) cash salary. A staff member's deferred salary shall be equal to that percentage of said staff member's total annual salary or salary per pay period which is required from time to time by State Teachers Retirement System ("STRS") to be paid as an employee contribution by said staff member and shall be paid by the Board to STRS on behalf of said staff member as a "pickup" of the STRS employee contribution otherwise payable by said staff member. A staff member's cash salary shall be equal to said staff member's total annual salary or salary per pay period less the amount of the pickup for said staff member and shall be payable, subject to the applicable payroll deductions, to said staff member. The Board's total combined expenditures for staff members' total annual salaries otherwise payable under their contracts and applicable Board policies (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section not been in effect.

b. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup".

The Board shall report for municipal income tax purposes as a staff member's gross income said staff member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

c. The pickup shall be included in the staff member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.

d. Board pickup shall terminate immediately if any provision thereof is determined to be contrary to law or if employer pickup should no longer be authorized by the Internal Revenue Service, Ohio Attorney General, or the State Teachers Retirement System.

11.13 HEALTH INSURANCE

a. The Board will continue to provide a High Deductible Health Plan (HDHP) for eligible staff members. The in-network deductible amount will be $1,600 per year for single coverage and $3,200 per year for family coverage or the minimum required by IRS regulations for an HDHP, whichever is greater.

After satisfaction of the member's annual deductible, the member will have an in-network co-insurance obligation of fifteen percent (15%) subject to an in-network maximum out-of-pocket obligation amount of $2,250 per year for single coverage and $4,500 per year for family coverage. Should the in-network annual deductible amounts increase due to IRS-required minimums, the annual maximum out-of-pocket amounts will increase by the same amount.

In January 2025, and again in both January 2026 and January 2027, the Board will contribute to each participating member's HDHP account $990 (if family coverage) or $495 (if single coverage). Members may make additional contributions consistent with IRS regulations, by payroll deduction. Employees who leave the insurance plan for any reason during the following twelve-month period will reimburse the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Employees hired after January 1 shall receive a pro-rated Board contribution based on the number of months in District employment during the initial year.

If, consistent with applicable law, for a staff member who is on the HDHP plan, but is not permitted to contribute to an HSA, the Board will contribute to the employee a dollar amount equal to what would have been contributed to the HSA contribution through payroll as taxable income. It is understood that the Board's contribution under this provision cannot be with pre-tax dollars and will constitute taxable income to the employee.

b. The Board shall pay 85% of the monthly premiums for the single and family plans for full-time staff members. The Board will continue an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, non-reimbursable medical expenses and child care expense allocations are covered consistent with applicable legal requirements.

If the Board's share of the monthly premium increases by eight (8) percent or more relative to the previous insurance year, the insurance committee identified in f. below must convene to formulate a proposal under which benefits are modified to reduce the Board's cost increase of the insurance renewal to less than eight (8) percent; if the committee's proposal is not ratified/approved by both parties, the excess above eight (8) percent will be paid fifty (50) percent by the staff member and fifty (50) percent by the Board.

c. If a legally married and not separated couple is employed by the Board, only one (1) staff member may enroll in the insurance program. The Board shall pay one hundred percent (100%) of the monthly premium for such coverage. The normal funding of the HSA will apply. If a legally married couple is employed by the Board and the couple has no dependents, each spouse may request single health coverage (under the guidelines described in paragraph b. above) in lieu of family coverage. If the legally married couple employed by the Board elects to use this option, neither spouse may elect family coverage.

d. The Board shall pay a proportionate share of a staff member's health insurance for staff members employed on at least a .4 part-time basis. The proportionate share shall be equal to the percent of a full-time contract the staff member fills multiplied by the dollar amount in paragraph b. If such a staff member's contract of employment is later involuntary reduced by the Board or Administration to less than .4, the employee will not thereby lose the right to participate in insurance benefits under this Section by paying a proportionate share.

e. The Board shall have the final responsibility and authority to select and contract with an insurer(s), carrier(s), and/or plan administrator(s) to provide health insurance coverage.

f. A committee of six (6) members, consisting of two (2) members appointed by the Superintendent, two (2) members appointed by the Association Co-Presidents, and two (2) members appointed by the OAPSE President, will meet at least semi-annually to review insurance data information, monitor rates, and to make recommendations for insurance carriers.

g. A staff member who retires and is not rehired under Article XV of this Agreement becomes ineligible to participate in insurance benefits under this Section on the last day of the month in which the effective date of the member's retirement occurs.

11.14 DENTAL AND VISION INSURANCE

a. The Board shall pay one hundred percent (100%) of the cost of group dental insurance for full-time staff members. The coverage of the dental insurance program shall be the same as currently provided. Where a deductible is applicable, the amount paid by the staff member shall be $75 per individual and $150 per family with an 80/20 insurance provision on essential and complex services for the first $2,500 annually. The Board shall also pay one hundred percent (100%) of the cost of the current group vision insurance for full-time staff members.

b. If a legally married and un-separated couple is employed by the Board, only one (1) staff member may enroll in the dental and/or vision insurance program.

c. The Board shall pay a proportionate share of a staff member's dental and/or vision insurance for staff members employed after January 1, 1982 on at least a .4 part-time basis. The proportionate share shall be equal to the percent of a full-time contract the staff member fills. Staff members employed as of January 1, 1982 will continue to have their total dental premiums paid by the Board. If such a staff member's contract of employment is later involuntary reduced by the Board or Administration to less than .4, the employee will not thereby lose the right to participate in insurance benefits under this Section by paying a proportionate share.

d. The Board shall have the final responsibility and authority to select and contract with an insurer(s), carriers(s), and/or plan administrator(s) to provide the dental insurance coverage.

e. The orthodontia benefit in the plan shall provide for sixty percent (60%) reimbursement of covered expenses up to a lifetime maximum of $2,000.00 for each individual covered by the plan.

f. A staff member who retires and is not rehired under Article XV of this Agreement becomes ineligible to participate in insurance benefits under this Section on the last day of the month in which the effective date of the member's retirement occurs.

11.15 GROUP LIFE INSURANCE

The Board shall pay 100% of the monthly premiums of a group life insurance policy for each full-time staff member and each staff member employed on at least a .4 part-time basis. If such a staff member's contract of employment is later involuntary reduced by the Board or Administration to less than .4, the employee will not thereby lose the right to participate in insurance benefits under this Section. It is mutually understood that a staff member employed on less than a .4 part-time basis prior to January 1, 2006, who participated in insurance benefits under this Section will continue to be eligible to receive such benefits on the same basis for so long as such employee is continuously employed by the Board. The dollar face value of the policy shall be fifty thousand dollars ($50,000). Such policy shall provide for an equal amount of accidental death and dismemberment coverage. If permitted by the insurer, the employee may purchase at the group rate up to an additional fifty thousand dollars ($50,000) in such coverages. The policy will also provide a conversion clause to allow the individual at the time his/her employment ends with the Board to convert his/her coverage to an individual policy without requiring a physical examination. A staff member who retires and is not retired under Article XV of this Agreement becomes ineligible to participate in insurance benefits under this Section on the last day of the month in which the effective date of the member's retirement occurs.

11.16 RETIREMENT OR SEPARATION INCENTIVE

a. QUALIFICATIONS

To be eligible to participate in the Plan, a bargaining unit member must have been hired on or before June 30, 2012, and:

(1) Shall be at experience Step Eighteen (18) or higher on the salary schedule (for the purposes of this eligibility requirement any bargaining unit member who was an hourly employee except for occupational and physical therapists, prior to the start of the 2000-01 school year shall be allowed to count all of the experience the staff member attained while being employed by the District in addition to any other experience the staff member was granted at the time of hire);

(2) Shall have been employed in the District for ten (10) continuous years prior to the application;

(3) Shall have by the end of the bargaining unit member's contracted year, no more than 34.999 years of service credit as credited by STRS. Should STRS modify the number of service years required for full retirement below or above the current contractual maximum cap of 34.999 years for the Separation Incentive, that modified

number plus .999 years, shall be the new eligibility requirement for this Section 11.16(a)(3), and the parties agree that no bargaining unit member shall be financially or otherwise penalized by this reduction or increase should the staff member have otherwise been eligible for the incentive, so long as that staff member retires at the conclusion of the particular school year in which the change occurs (in the event of a reduction). Should STRS reduce the eligibility requirements for that particular school year after December 1st, an affected staff member shall submit their resignation within ten (10) work days of the effective date of the change; and

(4) Shall provide certification/licensure of service credit by STRS at the time of application;

(5) Shall resign effective at the end of the bargaining unit member's contractual year and submit the resignation on or before December 1 to be approved at the December Board meeting.

If a bargaining unit member exceeds the maximum number of years of service as credited by STRS in a preceding school year, then he/she forfeits eligibility for this retirement/separation incentive for all subsequent years of employment.

b. APPLICATION

Bargaining unit members shall submit applications on or before December 1. Included with the application will be a copy of the most recent notice to the bargaining unit member from STRS specifying total service credit and a resignation to be accepted by the Board at its December meeting contingent upon acceptance of the applying bargaining unit member by the Board into this retirement Plan.

c. PAYMENT

Payment shall be in the amount of 60% of the final base salary of the bargaining unit member. If the employee is on an approved, unpaid leave at the time of resignation, "final base salary" means the salary that would have been in effect at the time of resignation if the employee were on active paid status. Payment will be made no later than September 25 and payment may be made into an annuity in keeping with applicable IRS regulations.

d. RESTRICTIONS

A bargaining unit member may receive this benefit only once and may not receive the benefit while on an STRS disability retirement leave of absence.

Each calendar year the Board shall appropriate adequate funds to implement the Plan for a minimum of ten percent (10%) of bargaining unit members. Applications will be processed in the order of District seniority until the ten percent (10%) limit has been reached, provided that any bargaining unit member who would lose eligibility under paragraph a. (3) above shall be given first preference. The Board may elect to fund more than ten percent (10%) bargaining unit members in any year.

e. EMPLOYEES ON LEAVE

A bargaining unit employee on an approved leave is eligible to participate in the Plan if all eligibility requirements under this Section are satisfied within twenty-four (24) months after the effective date of the leave. In such a case, the employee is responsible for satisfying all application requirements under this Section.

11.17 ACCESS TO SCHOOL-AGED CHILD CARE (SACC)

a. Five percent (5%) of open SACC spots in each building shall be reserved for staff members' children. If the number of spots requested by staff members exceeds the number of spots available at the desired building, staff members shall be entered into a staff member only SACC lottery for that building.

b. Each staff member whose child(ren) is unable to be enrolled in SACC through the staff members' SACC lottery will subsequently be entered into the public lottery.

c. Each staff member whose child(ren) still is unable to be enrolled in SACC through the public SACC lottery will be placed on the waitlist for that building. At no time shall the number of staff members on the waitlist exceed twenty percent (20%) of the waitlist.

d. Each staff member whose child(ren) was not able to be waitlisted will automatically be able to be waitlisted the following year provided that the staff member's child(ren) was not able to be admitted to SACC via a or b above.

11.18 DEVICE PROTECTION

The Board will pay up to $1,200 annually towards the cost of District-issued device repair or replacement. Staff members may apply to utilize the $1,200 on a first come, first served basis until the $1,200 is depleted. Once the $1,200 is depleted for the school year, staff members will be responsible for any repair or replacement cost associated with their device. In no event shall the Board's total cost exceed $1,200 in a school year and any

additional amount remaining at the end of the school year will not roll over to the following year.

ARTICLE XII - TEACHING (WORKING) CONDITIONS

12.1 SCHOOL CALENDAR

a. A school calendar committee shall be appointed consisting of no more than six (6) members. The Superintendent shall appoint up to three (3) administrators, and the Association Co-Presidents shall appoint three (3) members. The committee shall study and make recommendations regarding the school calendar. In preparing the calendar recommendation, the committee shall provide an opportunity for members of the classified staff, parents and students to offer suggestions before recommending a calendar to the Superintendent. All decisions of the committee shall be arrived at by consensus. On or before January 31 the calendar committee shall submit its recommendations to the Superintendent. In November 2019, the Calendar Committee will convene to develop a school calendar for the 2021 – 2022 school year and the following two (2) years. The Committee will reconvene every three (3) years to follow this process.

b. Any school calendar shall include no more than one hundred eighty-six (186) days. The final authority to set or amend the school calendar legally is the responsibility of the Board which may shorten the calendar if school(s) are closed for weather, calamity, energy conservation, or for other reasons in keeping with any applicable law. The calendar committee will identify potential make-up dates when developing a calendar.

c. The school calendar also shall provide for the following days as non-school days during which neither professional staff nor students are in attendance:

- Labor Day
- Central OEA/NEA Day (except the calendar committee has discretion to recommend that this day be an instructional day in a particular school year)
- Thanksgiving Day
- The Friday after Thanksgiving
- At least the last weekday* preceding Christmas Day
- Christmas Day
- New Year's Day
- January 2, unless New Year's Day falls on a Friday or Saturday
- Martin Luther King Day
- The Friday before President's Day (except the calendar committee has discretion to recommend that this day be an instructional day in a particular school year)
- President's Day

- Spring No Student/No Staff Day
- Memorial Day

It is mutually understood and agreed that, if a student transitional day is scheduled in a particular school, it will occur within the student instructional year and must be approved by the Administration and Association.

d. (1) All classroom teachers shall be scheduled in a four (4) hour block of time to prepare classrooms on one of the first two (2) work days prior to the start of the school year.

(2) In addition, the Board will compensate each half-time kindergarten teacher and each elementary classroom teacher regularly scheduled more than half-time for no more than a total of two (2) days (or four [4] half-days) to prepare the teacher's classroom for students prior to the beginning of the contractual year and no more than a total of one (1) day (or two [2] half-days) to close down classrooms after the end of the contractual year. An elementary teacher regularly scheduled half-time or less will be compensated for no more than a total of one (1) day (or two [2] half-days) for such purpose.

Participation by the teacher is voluntary and will be paid at the daily rate (or half such rate where a half-day is involved) applicable to a teacher placed at Step 0 of the B.A. column of the salary schedule. These days may be scheduled at the discretion of the teacher, but in no event earlier than five (5) weekdays[1] prior to the teacher's first regularly scheduled work day except by mutual agreement with the building administrator, or five (5) weekdays[1] after the teacher's last regularly scheduled workday. A teacher who voluntarily participates in such days is required to certify the days (or half-days) worked on the appropriate form.

(3) In addition, the Board will compensate each middle and high school teacher for no more than a total of one (1) day (or two [2] half-days) to plan, prepare school programs, set up classrooms prior to the beginning of the contractual year or close down classrooms after the end of the contractual year. Participation by the teacher is voluntary and will be paid at the daily rate (or half such rate where a half-day is involved) applicable to a teacher placed at Step 0 of the B.A. column of the salary schedule. This day may be scheduled at the discretion of the teacher, but in no event earlier than five (5) weekdays[1] prior to the teacher's first regularly scheduled workday for set-up of classrooms except by mutual agreement with the building administrator, or five (5) days after the school year ends for closing down classrooms. A teacher who voluntarily participates in such day

[1] A weekday shall be a Monday, Tuesday, Wednesday, Thursday or Friday scheduled workday.

is required to certify the day (or half-days) worked on the appropriate form.

In no event will an itinerant teacher whose regular schedule includes both elementary and middle or high school duties be entitled to more than three (3) days, or up to six (6) half days, by operation of paragraphs (2) and (3) above.

e. This provision applies to District Intervention Specialists (including Gifted Intervention Specialists), Occupational and Physical Therapists, Speech and Language Pathologists and Orton Gillingham Instructors. Each such staff member will receive a stipend per school year for the equivalent of two (2) work days (prorated in the case of part-time employees) payable at Step 5 of the BA column of the salary schedule. This stipend is intended to compensate staff members for (1) completion of legal requirements related to the staff member's assigned position, and/or (2) data and test analysis and writing reports related to the member's assigned caseload. The staff member will submit time sheets or other approved documentation for this purpose promptly to the Chief Student Services Director. Payment to the member will be made in one (1) lump sum in June of each year.

f. It is mutually agreed that, in connection with employee training/professional development or other aspects of implementing the District's Strategic Plan, if the Administration elects to schedule a delayed student start or early student release on a particular instructional day, the delayed start or early release will apply across the District from K-12.

g. If Kindergarten screening is conducted by the District, each participating staff member will be compensated at the Curriculum Rate for screening that takes place outside the 186-day contract year or outside the contracted day. No staff member shall be directed or required to work outside the 186-day contract year or outside the contracted day.

12.2 LENGTH OF CONTRACTUAL YEAR

The length of the staff member's regular contractual year shall be no more than one-hundred eighty-six (186) days.

The contractual year shall include four (4) days to be used by staff members for the purpose of grading. These days shall be referred to as record-keeping days. The professional staff member record-keeping days shall be scheduled at the end of each grading period. A building which operates on a trimester schedule shall still receive the fourth record-keeping day. No staff member shall be required to attend any meeting on these days.

The contractual year shall include two (2) in-service days and a convocation day. Convocation day shall be before the beginning of the student school year. One (1) in-service day shall be scheduled sometime during the school year, as recommended by the calendar committee.

During professional staff member work days and in-service time students shall not be in attendance.

12.3 THE STAFF MEMBER SCHOOL DAY SCHEDULE

a. The school schedule for all full-time staff members shall be eight (8) hours. Included within this schedule will be time for professional meetings, including but not limited to the following categories:

(1) Administrative building meetings;

(2) Meetings with students to discuss progress, projects, or complete make-up work;

(3) Parent/teacher conferences and conferences related to intervention services;

(4) Collaborative meetings, grade/subject-level meetings, and District and building- level committee meetings;

(5) Meetings for in-service activities.

b. Each Building Leadership Team will plan professional meeting activities for the next nine-weeks' period and distribute a calendar of such activities at least three (3) weeks prior to the start of such period. It is recognized that this calendar may need to be coordinated with other buildings, the Intervention Services Department, and/or other District administrators. Necessary changes in the calendar should be submitted to the Team in advance, if possible. No more than one-fifth (1/5) of the time for professional meetings within each nine-weeks period will be scheduled for administrative building meetings (Category [1] above) and no more than one-fifth (1/5) of such time will be scheduled for meetings with students to discuss progress, projects, or complete make-up work (Category [2] above). In addition to the above, elementary staff members shall have at least one-fifth (1/5) of the professional meeting time to be used for planning time. (See Article XII, Section 12.7 of this Agreement.) Supervisory responsibilities will not be assigned to staff members during professional meeting time except by mutual agreement.

c. The daily schedule will be as follows:

	Teachers Start	Students Start	Students End	Teachers End	Professional Meeting Time
Elementary	8:00 a.m.	8:15 a.m.	2:50 p.m.	4:00 p.m.	60 minutes
Regular Middle School	8:00 a.m.	8:10 a.m.	3:20 p.m.	4:00 p.m.	35 minutes
High School	8:00 a.m.	8:05 a.m.	3:05 p.m.	4:00 p.m.	50 minutes

d. Unless otherwise mutually agreed, a full-time itinerant staff member will have professional meeting time of not less than thirty-five (35) minutes scheduled at the end of his/her day.

e. Each school year every staff member shall attend one (1) Parent Information Open House of up to two (2) hours duration. Open Houses may exceed this number and duration, but in such event staff member attendance is voluntary.

f. In addition to attending the Parent Information Open House, the Administration may require staff members to attend one (1) evening meeting during the school year. This additional meeting shall be scheduled with at least five (5) days' notice. The duration of such meeting shall be up to two (2) hours. Staff members are not expected to volunteer beyond the required meetings. Teacher Leaders, Elementary Instructional Specialists and Counselors shall be excluded from this provision. This provision shall not apply to District requirements that relate to probationary staff members.

g. Each full-time elementary staff member may be required to participate in parent/teacher conference sessions during designated early release days and not more than two (2) evening parent/teacher conference sessions during the conference window following the first grading period of the school year. The duration of each session will not exceed three and one-half (3-1/2) hours, with the schedule within this period to be determined by the Building Leadership Team by the conclusion of the preceding school year. One (1) day of compensatory time will be granted to the staff members for these two (2) evening sessions. With respect to part-time elementary staff members, these provisions shall apply on a prorated basis.

h. Each full-time high school and middle school staff member may be required to participate in not more than two (2) evening parent/teacher conference sessions during the school year, one (1) session to be scheduled in the fall and/or one (1) in the spring. The duration of each session will not exceed three and one-half (3-1/2) hours, with the schedule within this period to be determined by the Building Leadership Team by the conclusion of the preceding school year. One-half (1/2) day of compensatory time will be granted to the staff members for each such evening session; half-days of

compensatory time may be aggregated to one (1) full day. The date(s) for compensatory time shall be determined by mutual agreement of the Association Co-Presidents and the Superintendent. With respect to part-time high school and middle school staff members, these provisions shall apply on a prorated basis.

i. If the length of the school days needs to be extended for staff members, by mutual agreement between the Association Co-Presidents and Superintendent, compensatory time could be granted within the school year.

j. Part-time employees will have their Professional Meeting Time prorated based upon their contract percent (see Article IX, Section 9.2 of this Agreement for an example). Scheduling of this time will be determined with the mutual consent of the building supervisor.

12.4 SCHEDULING CHANGE

a. The Board and the Association agree to follow this procedure in the event of an administrative proposal to change the School Day Schedule at the elementary, middle school or high school level which would result in a deviation from any provision(s) of this Agreement.

The procedure below shall apply to all bargaining unit members that regularly work to any degree at the level (elementary, middle school or high school) where the proposed schedule change is to be considered.

1. Each bargaining unit member shall receive, in writing, the complete schedule change at least three (3) weeks before a vote is to occur.

2. The Association shall conduct all voting.

3. The voting outcome below shall occur before a proposed schedule change is implemented:

(a) The proposal shall receive at least 66% of the votes cast, in support of the proposal. This vote shall be a level-wide vote consisting of all bargaining unit members that regularly work to any degree at that level.

(b) The proposal shall also receive at least 51% of the votes cast, within each grouping at the level in question. The Association and Administration shall determine each grouping, consisting of one (1) or more departments and in no event less than 10% of the eligible voters.

4. In the event that at least 51% of the votes cast, within each grouping, do not favor the proposed schedule change, a second (2nd) building-wide vote shall be held. Before the change is implemented, at least 75% of the votes cast, in which case the proposal will be implemented.

5. A building that has met the above criteria to change their School Day schedule shall be revisited no later than at the end of the third full year of implementation. If at least 66% of the votes cast support the proposal, the schedule shall continue. This vote shall be a level-wide vote, consisting of all bargaining unit members that regularly work to any degree at that level. If at least 66% of the votes cast do not support the schedule, then at the start of the next school year any deviation from any provision(s) of this Agreement will end.

6. If a change in School Day Schedule occurs under the above provisions, the parties will execute a Memorandum of Understanding that reflects the new schedule.

b. The Board and the Association agree to follow this procedure in the event of a joint proposal to change the School Day Schedule at the elementary, middle school or high school level which would result in a deviation from any provision(s) of this Agreement. For this purpose, a "joint proposal" means a proposal generated by a committee (elementary, middle school, or high school level). An Elementary Level Joint Committee shall be comprised of up to ten (10) administrators appointed by the Superintendent and up to twenty-five (25) staff members appointed by the Association Co-Presidents. A Middle School Level Joint Committee shall be comprised of up to six (6) administrators appointed by the Superintendent and up to sixteen (16) staff members appointed by the Association Co-Presidents. A High School Level Joint Committee shall be comprised of up to six (6) administrators appointed by the Superintendent and up to fifteen (15) staff members appointed by the Association Co-Presidents. Decision-making by such committee will be by consensus.

The procedure below shall apply to all bargaining unit members that regularly work to any degree at the level (elementary, middle school or high school) where the proposed schedule change is to be considered.

1. Each bargaining unit member shall receive, in writing, the complete schedule change at least three (3) weeks before a vote is to occur.

2. The Association shall conduct all voting.

3. The voting outcome below shall occur before a proposed schedule change is implemented.

a. The proposal shall receive at least 59% of the votes cast, in support of the proposal. This vote shall be a level-wide vote consisting of all bargaining unit members that regularly work to any degree at that level.

b. The proposal shall also receive at least 51% of the votes cast, within each grouping at the level in question. The Association and the Administration shall determine each grouping, consisting of one (1) or more departments and in no event less than 10% of the eligible voters.

4. In the event that at least 51% of the votes cast, within each grouping, do not favor the proposed schedule change, the change will not be implemented unless the proposal received at least 66% of the total votes cast in which case the proposal will be implemented level-wide.

5. A vote that has met the above criteria to change the School Day Schedule shall be revisited by the joint committee (with new appointees for any members who may no longer be able to serve) no later than at the end of the third full year of implementation. If the committee submits a new joint proposal, it will be voted on in accordance with the above provisions; if the committee does not submit a new proposal, the status quo will be maintained.

6. If a change in School Day Schedule occurs under the above provisions, the parties will execute a Memorandum of Understanding that reflects the new schedule.

12.5 CLASS SIZE

In the spring of each school year, building administrators shall provide staff an opportunity for input in scheduling students for the next school year. Special attention shall be given to heterogeneous groupings and appropriate clustering and equity of distribution of students.

The following class size guidelines shall be utilized for educational planning purposes:

a. Elementary Schools

(1) The pupil/staff member building ratio will be calculated by dividing the building student population in grades K through 5 by the number of classroom staff members not including Special Education staff members. Art, music, physical education staff members, and nurses

are also not included in the calculation unless they are assigned regular classroom teaching responsibilities on a part or fulltime basis.

(2) The pupil/staff member ratio in each building should be less than 26 to 1.

(3) A pupil/staff member ratio of less than 26 to 1 should also be used in organizing kindergarten classes.

(4) Art, music and physical education classes should average no more than seven (7) classes per day.

(5) Each student will have access to a student work space.

b. Middle and High Schools

(1) A range of 23 to 27 students per classroom. There may be some subject areas where it may be educationally sound to provide smaller class sizes. However, if class enrollment is less than 23 students, consideration may be given to canceling the classes.

(2) Space, safety and work stations may be considered as acceptable reasons for consideration of smaller class sizes. Each student will have access to a student work space.

It is recommended that Special Education class sizes be in the range of 12 to 15 students.

It is recommended that a newly-hired staff member, who is assigned to the High School, with no prior teaching experience not be assigned to Beginning Level Math, or Novice Level Global Language, classes during his/her first year of District service.

c. Students with Intervention Plans (e.g., IEPs, 504 Plans, BIPs). The responsibilities of teachers and the Board with respect to students with intervention plans include, but are not necessarily limited to:

(1) Teacher Responsibility

(a) The teacher will plan and implement a program of instruction that meets the needs, interests and abilities of assigned students and subjects.

(b) The teacher will instruct assigned students and evaluate specific student needs.

(c) The teacher will create a classroom environment conducive to learning and appropriate to the maturity and interests of all students.

(2) Board Responsibility

(a) Students with special needs at the time of admission or at points of significant changes in their educational program will have a scheduled teacher planning meeting that may result in an intervention plan.

(b) The Board will provide trained personnel to perform any specific medical or other support service which may be required on behalf of any student by that student's intervention plan.

(c) The Board will provide in-service training for all teachers who are affected.

(d) It is mutually recognized that the admission of a student with specific, exceptional needs may make an adjustment in class size or other adjustments in workload appropriate. Consideration will be given case- by-case, taking into account, among other factors that may be implicated, the number and nature of the student's exceptional needs, the impact upon the classroom teacher's duties and responsibilities, the size of the class to begin with, the time of year at which the admission occurs, and the available resources of the District at the time. After such consideration if the number of students with intervention plans results in a reduction in class size, it is recognized that an increase in the size of other classes beyond the guidelines appearing in this Section may result. Where a collaborative class (a class in which an intervention specialist collaborates with the teacher in the classroom) is involved, consideration will be given to adjusting the class size to three (3) students less than the size of a non-collaborative class as a general guideline; it is also recognized that adherence to this principle may result in an increase in the size of non-collaborative classes beyond the guidelines appearing in this Section.

(3) Resolution of Disputes

If a dispute arises under these provisions, the affected staff member shall initially take the matter to the building principal and Chief Student Services Director. In processing the case, the relevant IEP

or MTSS Team may need to be convened. If the case is not resolved to the satisfaction of the affected staff member at this level, the matter shall be referred to the District's Special Needs Review Team, which shall be composed of two (2) persons appointed by the Superintendent and two (2) persons appointed by the Association Co-Presidents. All appointed members shall be knowledgeable about special education issues and programs and shall serve for terms of one (1) year. This Team is responsible for reviewing and resolving the matter.

(4) Middle and High School Scheduling of Special Needs Students

The Board may require two (2) additional work days in a given school year for middle and high school counselors for the purpose of scheduling special needs students for the next school year. Such days will be compensated at the counselor's regular rate and will be scheduled by mutual agreement of the counselor and the building principal; in all cases such work shall be performed prior to the start of the school year.

d. General Provisions

Available resources and other circumstances may be such that these guidelines cannot be followed. In those instances the affected staff member(s) may offer constructive suggestions to the building principal for possible remedies. At the elementary level, the affected staff member(s) will be afforded his/her choice of supervisory duties available at the particular time relevant to that member. At the middle school and high school levels, if the average class size over the course of the school day exceeds the guidelines, the affected staff member(s) will be afforded his/her choice of supervisory duties available at the particular time relevant to that member. At any level, if more than one (1) staff member is affected, the member with greater seniority will make the first choice. It is mutually recognized that class functions to which class size guidelines do not apply (such as band and choir) do not come into play in the application of these provisions.

12.6 CLASS LOAD

The following class load provision shall be followed:

a. A minimum of two hundred (200) minutes per week in grades K-2, two hundred ten (210) minutes per week for grade 3, and two hundred forty (240) minutes per week for grades 4 and 5 shall be allocated for planned instruction in art, music, and physical education.

(1) Combination classes comprised of students in more than one grade level will receive the greater number of minutes set forth above for the grade level involved.

(2) To meet scheduling needs, up to five (5) minutes may be added or reduced from the respective weekly time allotment.

b. Middle School

(1) Each middle school staff member normally will be assigned three (3) class preparations each semester and will be provided with one (1) conference/planning period and one (1) team planning period each contractual day.

(2) Each house staff member may be responsible for the supervision of students during Flexible Education Experience (FLEX) period.

(3) If it becomes necessary for a middle school staff member to be assigned more than three (3) class preparations per semester, that staff member will not be assigned an advising group or with his/her concurrence other scheduling arrangements will be made to compensate the staff member.

c. High School

(1) Generally, a high school staff member shall be assigned no more than two (2) class preparations in one semester or five (5) instructional periods per day, unless the staff member requests more class preparations or instructional periods.

(2) If, in developing the master schedule of classes, it becomes necessary for a high school staff member to be assigned more than two (2) class preparations in a semester, that staff member will be offered compensation through one or the following means: (1) one or more additional conference/planning periods per week; (2) choice of sixth (6th) assignment; or (3) some other adjustment in assignment. Factors that will be given consideration in the effort to provide compensation shall include total number of, familiarity with, and the complexity of class preparations.

If it becomes necessary for a high school staff member to be assigned more than five (5) instructional periods per day in any one semester, the staff member will be given compensation with his/her concurrence with some other adjustment in assignment.

12.7 PLANNING TIME

a. Each high school and middle school staff member will have a minimum of one (1) period per day for planning time during which no other duties will be assigned except as provided below; however, if scheduling one (1) period per day will result in the reduction of course offerings or the need to hire additional staff, the affected staff member(s) will have a minimum of five (5) periods per week. The continuous and uninterrupted length of time of each planning period shall be equal in time to a normal instructional class period during the regular school day. These planning periods will be provided during the regular student day exclusive of time allocated for lunch and for travel. Planning time for a part- time teacher whose contract under Article IX, Section 9.2 of this Agreement is less than .25 of a full-time contract will be prorated. This time will be the teachers' planning time during which no other duties will be assigned.

b. Each elementary staff member will have a minimum of two hundred (200) minutes per week for planning time during which no other duties will be assigned except as provided below. Within this minimum of two hundred (200) minutes, each elementary staff member will have a weekly average of at least five (5) periods per week of thirty (30) continuous and uninterrupted minutes for planning time. These planning periods will be provided during the regular student day exclusive of time allocated for lunch and for travel. During the term of this agreement, the parties will explore changes in scheduling in order to address the inequity of planning time at the elementary level. In addition to the planning time above, at least 1/5 of the professional meeting time identified in Section 12.3 of this Agreement shall be planning time. Planning time for a part-time teacher whose contract under Article IX, Section 9.2 of this Agreement is less than .25 of a full-time contract will be prorated. This time will be the teachers' planning time during which no other duties will be assigned.

c. The only exception to the above provisions is when in the judgment of the principal there is no reasonable alternative except to use a staff member's planning period for a conference or other non-supervisory duties. If more than fifty percent (50%) of the staff member's regularly scheduled planning period, or lunch period, for a particular work day is devoted to such a conference or other non-supervisory duties, the staff member, within the next twenty (20) work days, will be granted compensatory time (taken from scheduled professional meeting time) equal to the scheduled period. The principal/designee will maintain appropriate records for all such compensatory time.

d. Nothing herein will limit the right of a staff member to voluntarily use his/her planning time to perform other duties.

e. The design, assessment, and implementation of non-instructional duties will be done annually at the building level with collaboration between the Administration and affected staff members.

12.8 CLOSED SCHOOL DAYS

When it becomes necessary to close all schools due to inclement weather or situations which are potentially hazardous to the health of students or staff, staff members shall not be required to report for duty. Should an individual grade level of students fall below the state-mandated minimum number of hours as required by Ohio law, then the number of hours needed to bring the individual grade level of students up to the minimum number of hours required shall be scheduled on existing holidays, breaks in the school calendar, or at the end of the school year. Any such make-up hours added shall meet the requirements of Section 3313.482 if the Ohio Revised Code. The calendar committee will identify potential make-up dates when developing a calendar.

If other unusual or emergency situations arise which cause the temporary closing of a building(s) the Administration may require the staff to render appropriate professional duties in another selected location(s) provided this location(s) is in another school(s) or has been approved by the Board.

12.9 PUBLIC COMPLAINT PROCEDURE

a. The Board and Administration shall have the authority and responsibility for establishing a public complaint procedure. The procedure shall afford staff members the opportunity to respond to any complaints which are not resolved informally and which are to become part of their employment records and/or the basis for disciplinary action. At the staff member's written request, a conference shall be held with the staff member, his/her principal or immediate supervisor and a representative of his/her choice. The procedure will provide for appeals to the Superintendent/designee and the Board and for a written disposition and summary at each level. Anonymous or confidential complaints shall not be processed through this procedure or used as a part of any disciplinary procedure with a staff member.

b. At any time the administrator determines to include the information concerning the complaint in the staff member's personnel file, the staff member may request the Deputy Superintendent to conduct an investigation in accordance with Article IX, Section 9.5 of this Agreement. If the complaint becomes a basis for any disciplinary action, the procedures set forth in Article VIII shall be applicable.

12.10 INVESTIGATIONS

When a staff member is the subject of an investigation, the member, with Association representation, will meet with the Deputy Superintendent/designee within a week after the Administration meets with the complainant. During this meeting, the parties will discuss the subject matter that triggered the investigation, the investigation process, and a schedule of updates that will be provided to the member. The member will have the opportunity to be interviewed at the beginning of the investigation, knowing that he/she may have to be interviewed again later in the process. The District shall not cancel an interview of a staff member without rescheduling. The parties agree that the provisions of this Section are not subject to the grievance procedure appearing in Article VI of this Agreement.

12.11 TRAVELING STAFF MEMBERS

a. Each staff member who is assigned to two (2) or more buildings during a contractual day will be assigned non-instructional duties in only one (1) building and will be provided and scheduled no less than twenty (20) minutes for travel for each trip. This twenty (20) minutes shall be in addition to conference/planning time and time provided for lunch.

b. This time limit will be extended by the mutual consent of the building principals involved if a traveling staff member is having difficulty traveling between destinations within the twenty (20) minutes.

c. The scheduling of non-instructional duties for traveling staff members will be done with input from the traveling teachers. It is understood that a traveling staff member should have no more than six (6) instructional classes per day.

d. The Superintendent or designee shall assign a District-level administrator to meet with traveling staff members at least annually in the Spring at the request of the traveling staff member to discuss scheduling issues for the upcoming school year. The assigned District-level administrator shall work with the appropriate building administrator(s) to address scheduling concerns for the traveling staff member.

e. There will be identifiable parking spaces at each building for traveling staff members. Each traveling staff member will be given a placard for their vehicle.

f. This Section 12.11(f) shall only apply to a staff member who is assigned instructional class periods in two (2) or more buildings in a week ("Traveling Teachers"):

(1) Traveling Teachers shall receive one (1) additional set up and one additional tear down day, per additional building. In no event shall a Traveling Teacher receive more than five (5) total days except as follows: if a Traveling Teacher is assigned to three (3) or more elementary buildings, the teacher shall receive a total of five and one-half (5.5) days.

(2) Traveling Teachers will have access to a workspace and personal lockable storage at each building they are assigned to travel.

(3) Each year, at least two (2) meetings will be held among Traveling Teachers, a District-level administrator, a UAEA representative, and building principal(s). During these meetings, the parties will discuss budgeting issues, including the equitable availability of instructional materials. The meetings will occur no later than February 28th and September 15th each year. Additional meetings may be held upon request of the District-level Administrator or the UAEA. This committee will also be utilized to attempt to solve any concerns not able to be resolved at the individual building level.

12.12 FACILITIES FOR PROFESSIONAL STAFF

a. The following building facilities will be provided in each building for members of the staff:

(1) A separate dining room not available to students (this may be a faculty lounge as mentioned in [3] below).

(2) Restroom/lavatory facilities not available to students.

(3) One faculty room containing lounge furniture and a telephone shall be provided in each building

(4) Staff members may use the school's telephone barring long distance telephone calls except in the case of an emergency or for school purposes.

b. Each Building Leadership Team shall determine whether existing parking facilities are adequate for staff members regularly assigned to work in that building. If parking is identified as a problem, the Team shall include staff parking as a specific item on its list of capital improvement recommendations submitted to the Teaching and Learning Team and rank the item in terms of priority in relation to all other items on the list.

c. For each staff member who is handicapped or otherwise infirm or who is an itinerant staff member, a reserved off-street parking space will be provided

for his/her use at each respective building(s). Each respective building principal shall inform each of the staff members of the specific location of the individual's reserved parking space on the first day of the contractual year.

12.13 STAFF MEMBER SUBSTITUTES

a. A staff member shall notify the Administration of a need to secure a substitute by entering a request into the electronic absence management system prior to taking leave.

b. A form shall be developed to use in lieu of telephone calls for staff use when taking personal, professional, and prescheduled sick leave. The "Guidelines for Securing a Substitute Teacher" published and distributed by the District shall set forth the conditions for which the form may be used.

12.14 ACADEMIC FREEDOM

Academic freedom within the requirements of state and/or federal law and Board established curriculum/policies which do not conflict with state and/or federal law will be guaranteed to staff members in order to create in the classroom an atmosphere of freedom. An atmosphere of freedom produces an environment conducive to the study, investigation, presentation and interpretation of facts. The staff member is responsible for exercising good judgment in selecting issues for discussion of value to the students and will be actively involved in resolving any complaints which may result from teaching such issues in accordance with Section 12.9 of this Article.

12.15 STUDENT GRADES

The grade of a student shall not be changed without justification by anyone other than the staff member who gave that grade. If the Administration is considering a change of a student's grade, the affected staff member will be notified in writing of the reason(s) for the pending change. With the staff member's concurrence, a grade may be changed. Without the staff member's concurrence, a grade may be changed if there is a justification to make this change. If the grade is changed without the staff member's concurrence, the staff member will be notified in writing that the grade has been changed and the staff member shall have the right to appeal the decision to the Superintendent whose decision shall be final. The Superintendent shall communicate the decision in writing to the staff member.

12.16 DISCIPLINE: STUDENT CONFERENCE AND/OR HEARING

If a staff member is to be involved in conference and/or hearings which may lead to a decision whether or not a student will be suspended or expelled, he/she will be informed of the charges against the student and any other information

concerning the conference/hearing prior to the conference/hearing if possible. The staff member shall also have the right of representation of choice to accompany him/her at such conference/hearing as stated above. The staff member will be informed of the final decision by the appropriate administrator as soon as possible following the conference or hearing.

During such conferences/hearings, all parties shall attempt to ensure that the rights of all other persons attending the conference/hearing are not violated.

12.17 FAIR SHARE FEE*

a. Payroll Deduction for Fair Share Fee

The Board shall deduct from the pay of staff members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Agreement. The fee shall represent that portion of Association dues allocable to negotiating and administering this Agreement and shall not exceed 100% of the unified dues of the Association.

b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Board Treasurer on or about November 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

c. Schedule of Fair Share Fee Deductions

(1) All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the first payroll period in February except that no fair share fee deductions shall be made for staff employed after October 31 until such staff member has been employed sixty (60) calendar days.

(2) If a staff member's employment ends, if he/she goes on an unpaid status before all six (6) deductions have been made, or if there are not six (6) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility. Following completion of each deduction, the Board Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable

to "The Upper Arlington Education Association." A list of the staff members for whom deductions were made will be included with the check showing the amount deducted for each staff member.

D. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09© of the Ohio Revised has been established and will be given to each staff member who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

e. Entitlement to Advance Reduction

Upon timely demand, nonmembers may apply to the Association for an immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining.

f. Indemnification of Employer

The Association agrees to defend and indemnify the Board for any cost, demands, claims, suits or liability incurred as a result of the implementation and enforcement of this provision provided that:

(1) The Board shall give written notice within ten (10) work days of any claim made or action filed against the employer by a non-member for which defense and indemnification may be claimed;

(2) The Association shall reserve the right to designate counsel to represent and defend the employer;

(3) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

The Board acted in good-faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

* The above Section 12.17 was in effect when, on June 27, 2018, the U.S. Supreme Court ruled that such fair-share provisions are unconstitutional under the U.S. Constitution's First Amendment. Accordingly, under current law Section 12.17 is inoperative.

12.18 INTERNAL COVERAGE

a. A staff member may provide substitute coverage for a teacher in the same school building. The responsibility for securing substitute coverage remains with the Building Principal. At the beginning of the work day, a list shall be provided to staff members indicating which positions are in need of substitute coverage that day. Staff members shall have the opportunity to sign-up to provide internal coverage. The staff members who volunteer to provide substitute coverage will receive approval, in advance, from the building principal and may not provide substitute coverage if it would conflict with the staff member's regular assignment. A member may be reassigned from a supervision duty without receiving additional compensation. Intervention Specialists shall not provide substitute coverage unless the request for coverage does not impact the individual Intervention Specialist's ability to provide SDI for students.

b. Staff members providing substitute coverage during their lunch or planning period shall be paid twenty-five dollars ($25) for that period. To receive payment, staff members will submit a timesheet, which will be developed by the Treasurer, or designee.

c. A staff member may agree to absorb students for a teacher teaching the same content and who is in the same school building. If a staff member is asked to absorb students from a teacher who is teaching different content, then letter (a) above shall apply. The responsibility to secure absorption coverage remains with the Building Principal. The staff member who agrees to provide absorption coverage will receive approval in advance of from the Building Principal. The staff member who agrees to absorb students from another class into the staff member's assigned class period shall be compensated. Staff members absorbing students from another class shall be paid sixty dollars ($60) for each day (for up to five (5) periods per day, if less than a full day). To receive payment, staff members will submit a timesheet, which will be developed by the Treasurer, or designee.

d. For purposes of this section of the Agreement, a period at the high school and middle school shall constitute a forty-five (45) to fifty (50) minute block of time, and a forty (40) minute block of time at the Elementary shall constitute one (1) period.

e. Nothing in this section shall prohibit staff members from voluntarily covering for each other for up to one-quarter (1/4) of a day without administration

involvement provided that the staff members inform the building administration that such coverage will be provided at least one (1) hour in advance of the coverage occurring. This coverage shall be provided without compensation.

ARTICLE XIII - OCCUPATIONAL AND PHYSICAL THERAPISTS

13.1 a. The wage rates applicable to occupational therapists and physical therapists shall be set by the Board. Occupational therapists and physical therapists shall be treated the same as other bargaining unit staff members only with respect to the following benefits:

- Sick leave
- Mileage reimbursement
- Payroll deduction of association dues
- STRS pick-up
- School closures because of inclement weather or hazardous conditions insurance benefits
- Grievance procedure
- Limited contracts
- Personnel files
- Assault leave
- Leave for court appearances jury duty
- Tuition reimbursement

b. Resolution of Disputes

If a dispute arises involving an occupational or physical therapist, the affected staff member shall initially take the matter to the Director of Intervention Services. In processing the concern, the relevant IEP or MTSS Team may need to be convened. If the concern is not resolved to the satisfaction of the affected staff member at this level, the matter shall be referred to the District's Special Needs Review Team, which shall be composed of two (2) persons appointed by the Superintendent and two (2) persons appointed by the Association Co-Presidents. All appointed members shall be knowledgeable about special education issues and programs and shall serve for terms of one (1) year. This Team is responsible for reviewing and resolving the matter.

c. Except as otherwise specified above, occupational therapists and physical therapists are not subject to the provisions of this Agreement.

ARTICLE XIV - SAFETY AND HEALTH

14.1 Before exercising any right under Section 4167.06 of the Ohio Revised Code, an employee must contact his/her principal or the Superintendent and review all

relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing notice pursuant to Section 4167.06(B) of the Ohio Revised Code, the employee must exhaust the procedure set forth in Section 14.2 of this Article.

14.2 The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under Section 4167.10 of the Ohio Revised Code until the following procedure has been exhausted:

a. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's principal, within two (2) work days of the occurrence of the alleged violation.

b. If the principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association representative may file a formal complaint with the Superintendent within two (2) work days after the conference with the principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent/designee will meet with the employee or Association representative in an attempt to resolve the alleged violation. The Superintendent will promptly respond to the complaint after this meeting.

ARTICLE XV - EMPLOYMENT OF STRS RETIREES

15.1 This Article governs the terms and conditions of employment of any STRS retiree whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section 1.1 of this Agreement. Except as otherwise specified below, any such staff member will become a bargaining unit employee upon employment and be subject to the provisions of this Agreement.

a. For initial placement purposes on the teachers' salary schedule, the staff member will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the staff member receive more than ten (10) years of initial vertical credit. If re-employed for the following school year, the staff member will vertically progress in accordance with the normal rules.

b. The staff member will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the staff member will be awarded successive one- year limited contracts. In no event

will the staff member qualify for a continuing contract or a multi-year limited contract.

c. The Administration may, but is not required to, evaluate a staff member employed under this article, unless an evaluation is required under Section 3319.111 of the Ohio Revised Code. Any limited contract received under Paragraph 2 above will automatically renew for the following year unless the staff member receives written notice of nonrenewal on or before June 1, in which case the employment relationship will end upon expiration of the employee's contract. The procedures appearing in Article VIII of this Agreement and in Section 3319.11 of the Ohio Revised Code, including the post- nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.

d. Upon employment, the staff member will be credited with zero (0) years of seniority and shall not thereafter accrue seniority.

e. The staff member is not eligible to participate in any insurance fringe benefits offered under Article XI, Sections 11.13, 11.15, or 11.16 of this Agreement unless the employee is precluded by STRS policy from obtaining insurance benefits through STRS;

f. The staff member will in no event qualify for leave under Article X, Sections 10.3, 10.7, 10.9, 10.11, or 10.12; fee waivers under Article XI, Section 11.9; severance pay under Article XI, Section 11.10; or tuition reimbursement under Article XI, Section 11.11 of this Agreement.

15.2 The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code. It is mutually understood that this Article does not defeat the public notice and hearing requirements imposed by Section 3307.353 of the Ohio Revised Code to the extent that they apply.

ARTICLE XVI – COLLEGE CREDIT PLUS PROGRAM

16.1 In order for more staff members to achieve qualifications to teach college credit plus classes, the Board will annually determine, at its discretion and based on current needs and available resources, whether to implement the following procedure for a particular year:

a. If implemented, the Administration will publicize the application process (Including any deadline) to staff members.

b. The Administration, at its discretion, will select the successful applicant(s) and the educational institution and program in which such applicant(s) will participate. The Board will reimburse each participant for required tuition

and fees (but not textbooks and supplies) upon submission of appropriate documentation to the Board's Treasurer. As a condition for reimbursement, the participant must complete the program and pass any course taken with a grade of "C" or better (or a passing grade if the course is graded on pass/fail basis).

c. After completion of the program, the participant is obligated to remain employed by the Board for a period of five (5) years. For this purpose, "year" is defined as at least one hundred twenty (120) workdays on paid status within a particular school year. If the participant fails to fulfill this commitment, the Board is entitled to recoup twenty percent (20%) of its reimbursement cost incurred under the preceding paragraph for each year of the five-year commitment not met. For example, if the participant remains employed for only two (2) years, the Board will recoup sixty percent (60%) of its reimbursement cost. This recoupment provision will be waived, however, if the commitment is unmet because of the participant's death.

16.2 Program Independence

Implementation of this Article operates independently of the tuition reimbursement provisions appearing in Article XI, Section 11.11 of this Agreement.

ARTICLE XVII – EVALUATIONS

17.1 The parties' evaluation procedure for staff members (both those subject to OTES and those not subject to OTES) appears in the Appendix of this Agreement. The parties' evaluation procedure for staff members employed as school counselors also appears in the Appendix of this Agreement.

17.2 Evaluation Committee

a. An Evaluation Committee composed of seven (7) Association members appointed by the Association Co-Presidents and seven (7) members appointed by the Superintendent will be established.

b. The Committee is responsible for reviewing and making recommendations about procedures, process, evaluation instruments, and High Quality Student Data. Changes to process and instruments will not be made mid-year unless approved by the Committee and also ratified by the Association and approved by the Board.

c. The Committee shall determine the length of terms and frequency, time and place of meetings and will operate by ground rules developed by its members.

d. The Committee shall be chaired jointly by a committee member from the Association, who is appointed by an Association Co-Presidents, and a committee member from the Board, appointed by the Superintendent/designee.

e. Members of the Committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

f. Committee members shall be paid consistent with Article XI, Section 11.7c.

g. The Committee may establish sub-committees to assist with their work. Sub-committees will be jointly appointed by the Superintendent/designee and the Association Co-Presidents/designee.

h. If the Committee discussion results in a recommendation by the Committee to change or revise the terms of this Collective Bargaining Agreement, then said recommendation shall be subject to ratification by the Board and the Association or such changes may be made through a memorandum of understanding.

i. The OTES 2.0 Forms as in effect March 27, 2020, and provided by ODE and attached hereto, shall remain in full force and effect unless otherwise agreed upon by the Evaluation Committee and ratified by the Association and approved by the Board.

17.3 Evaluation for Non-OTES/Non-OSCES Staff Members

a. This Section 17.3 applies to the following Staff Members so long as they do not meet the definition of a "teacher" under OTES 2.0 or the definition of a School Counselor under OSCES: [Media Specialists, School Psychologists, Nurses, Speech Language Pathologists, Occupational Therapists, Physical Therapists, TOSA's, and Online Academy Teachers.] ("Non-OTES/Non-OSCES Staff Members").

b. Non-OTES/Non-OSCES Staff Member evaluations will be completed by May 1 and each Staff Member will be provided a written report of the results of his/her evaluation and have a final evaluation conference by May 10. Written notice of nonrenewal will be provided by June 1.

c. At least one (1) formal observation of at least thirty (30) minutes will be conducted to support each evaluation.

d. Upon the Non-OTES/Non-OSCES Staff Member's request, the Staff Member may elect to have a pre-observation conference prior to the formal observation. Upon mutual agreement of the Staff Member and evaluator,

the pre-observation conference may be conducted via an email from the Staff Member to the evaluator. Upon request by either the Staff Member or the evaluator, the pre-observation conference prior to the observation shall be held in person.

e. A post-observation conference will be held within seven (7) workdays following an observation. This deadline will be reasonably adjusted in the event of unforeseen circumstances that make compliance impracticable under the particular circumstances. This may be held at the same time as the final evaluation conference.

f. The evaluation rubrics for each Non-OTES/Non-OSCES Staff Member are attached as Appendix G.

g. Professional Growth Plans

(1) Each Non-OTES/Non-OSCES Staff Member whose final rating is "exceeds expectations" will, on an annual basis, develop a self-directed professional growth plan and may choose their evaluator from those available to the Board.

(2) Each Non-OTES/Non-OSCES Staff Member whose final rating is "meets expectations" will, on an annual basis, jointly develop a professional growth plan with his/her evaluator and will have input on his/her evaluator for the next evaluation cycle.

h. Improvement Plans

(1) Each Non-OTES/Non-OSCES Staff Member whose final rating is "needs improvement" will be placed on an improvement plan developed by the evaluator. The evaluator will take into consideration any input from the Staff Member when developing the improvement plan.

(2) The improvement plan is a plan which includes completion timelines.

(3) Improvement plans for the school year shall be developed no later than October 15th.

(4) Improvement plans will describe the specific performance expectations.

i. Less Frequent Evaluations for Staff Members Exceeding or Meeting Expectations

(1) The administration may elect to evaluate a Non-OTES/Non-OSCES Staff Member receiving a rating of "exceeds expectations" once every three

(3) years as long as the Staff Member submits a self-directed Professional Growth Plan and is making progress on the plan.

(2) The Administration may elect to evaluate a Non-OTES/Non-OSCES Staff Member receiving a rating of "meets expectations" once every two (2) years as long as the Staff Member and evaluator jointly develop a Professional Growth Plan for the Staff Member and the Staff Member is making progress on the plan.

j. Teachers on Special Assignment ("TOSA")

TOSAs will receive written, narrative evaluation and will not be subject to the evaluation procedure set forth in Section 17.3(c), (d) and (e). As part of the Professional Growth Plan or Improvement Plan development process, each TOSA will meet with their evaluator in order to discuss the focus area(s) for evaluation for the year. The discussion will also include what evidence may be provided to demonstrate that the TOSA has met expectations for each area of focus. The area(s) of focus shall include, but not be limited to, the goals indicated on the Professional Growth Plan/Improvement Plan.

k. Online Academy

Teachers in the Online Academy will be evaluated according to the rubric attached as Appendix H and will not be subject to the evaluation procedure set forth in Section 17.3(c), (d) and (e). As part of the Professional Growth Plan or Improvement Plan development process, each Online Academy teacher will meet with their evaluator in order to discuss the focus area(s) for evaluation for the year. The area(s) of focus shall include, but not be limited to, the goals indicated on the Professional Growth Plan/Improvement Plan.

ARTICLE XVIII - OTHER PROVISIONS

18.1 TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2024~~1~~ to June 30, 2027.

18.2 PUBLICATION OF THE AGREEMENT

After execution by both parties, this Agreement shall be printed at Board expense and the Board shall distribute a copy to each staff member as well as a copy to each new staff member at the time he/she is employed. The Association Co-Presidents will be given a reasonable number of additional copies for the Association upon request. The Association will reimburse the Board a reasonable fee for the number of additional copies it requests.

18.3 WAIVER OF NEGOTIATIONS

It is agreed that during negotiations leading to this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining. Except as provided in Article V, the parties expressly waive the right to submit any additional item for negotiations during the term of the Agreement, irrespective of whether the item was or was not discussed during the course of the negotiations leading to this Agreement.

18.4 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous collective bargaining agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or supplemental agreement shall not be binding unless executed in writing by the parties hereto.

18.5 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. Section 3302.10 will not affect any provision of this Agreement unless the requirements for establishing an academic distress commission are satisfied and Ohio's Superintendent of Public Instruction notifies the District that it is subject to the provisions of the statute. If the District enters into academic distress, the parties' intent is to emerge from such academic distress with this Agreement intact and neither party is waiving any right it has with respect to this subject.

For the Upper Arlington City Board of Education By:

President

Treasurer

Date: 8.11.2025

For the Upper Arlington Education Association By:

Co-President

Co-President

Date: 7.28.25

UPPER ARLINGTON CERTIFICATED EMPLOYEE SALARY SCHEDULE (APPENDIX A)

EFFECTIVE AUGUST 1, 2024 - JULY 31, 2025

STEP	BA	BA+15	BA+30	MA	MA+10	MA+20	MA+30	MA+40
0	52,265	54,346	55,940	57,492	58,554	59,578	60,623	61,673
	1.00000	1.03981	1.07031	1.10000	1.12033	1.13993	1.15991	1.18001
1	55,396	57,221	59,065	60,873	61,934	62,984	64,008	65,071
	1.05991	1.09482	1.13011	1.16470	1.18499	1.20509	1.22469	1.24502
2	58,005	60,100	62,196	64,281	65,342	66,362	67,433	68,467
	1.10982	1.14990	1.19002	1.22991	1.25020	1.26972	1.29021	1.31000
3	60,623	62,984	65,342	67,673	68,730	69,768	70,821	71,859
	1.15991	1.20509	1.25020	1.29481	1.31502	1.33489	1.35503	1.37490
4	63,237	65,855	68,473	71,085	72,126	73,166	74,227	75,263
	1.20993	1.26002	1.31011	1.36009	1.38000	1.39991	1.42020	1.44003
5	65,855	68,730	71,619	74,463	75,534	76,558	77,609	78,659
	1.26002	1.31502	1.37030	1.42472	1.44521	1.46481	1.48491	1.50501
6	67,946	71,619	74,756	77,875	78,916	79,966	81,033	82,051
	1.30003	1.37030	1.43032	1.49001	1.50992	1.53001	1.55042	1.56991
7	70,041	74,463	77,875	81,283	82,318	83,352	84,408	85,453
	1.34011	1.42472	1.49001	1.55521	1.57501	1.59480	1.61501	1.63500
8	72,126	77,358	81,033	84,669	85,706	86,766	87,821	88,851
	1.38000	1.48011	1.55042	1.62000	1.63983	1.66012	1.68030	1.70001
9	74,227	79,443	84,142	88,067	89,108	90,148	91,209	92,249
	1.42020	1.52000	1.60991	1.68501	1.70492	1.72483	1.74512	1.76503
10	76,302	81,530	87,277	91,459	92,500	93,550	94,606	95,645
	1.45990	1.55993	1.66990	1.74991	1.76982	1.78992	1.81013	1.83000
11	78,399	83,631	90,429	94,861	95,896	96,936	97,993	99,043
	1.50002	1.60013	1.73020	1.81501	1.83480	1.85470	1.87492	1.89502
12	80,233	85,706	92,500	98,259	99,294	100,350	101,390	102,441
	1.53512	1.63983	1.76982	1.88002	1.89981	1.92003	1.93993	1.96003
13	82,057	87,821	94,606	101,651	102,708	103,758	104,797	105,837
	1.57002	1.68030	1.81013	1.94492	1.96513	1.98523	2.00510	2.02501
14	83,892	89,902	96,669	105,037	106,100	107,154	108,184	109,235
	1.60512	1.72011	1.84960	2.00970	2.03003	2.05021	2.06992	2.09002
15	85,188	91,209	98,259	106,611	107,928	109,235	110,530	111,847
	1.62993	1.74512	1.88002	2.03981	2.06501	2.09002	2.11480	2.14000
16	86,504	92,500	99,821	108,184	109,758	111,310	112,888	114,461
	1.65510	1.76982	1.90990	2.06992	2.10003	2.12972	2.15991	2.19002
17	87,821	93,811	101,390	109,758	111,593	113,417	115,239	117,076
	1.68030	1.79491	1.93993	2.10003	2.13513	2.17004	2.20490	2.24004
18				109,758	111,593	113,417	115,239	117,076
19				109,758	111,593	113,417	115,239	117,076
20				109,758	111,593	113,417	115,239	117,076
21				109,758	111,593	113,417	115,239	117,076
22				110,856	112,709	114,551	116,391	118,247
23				111,075	112,932	114,778	116,622	118,481
24				111,295	113,155	115,005	116,852	118,715
25				111,514	113,378	115,232	117,083	118,949
26				111,734	113,602	115,459	117,313	119,183
27				111,953	113,825	115,685	117,544	119,418
28				112,173	114,048	115,912	117,774	119,652
29				112,612	114,494	116,366	118,235	120,120
30				112,612	114,494	116,366	118,235	120,120

A holder of at least a Master's Degree and 22 years of service receives a stipend of 1% of the salary to which he/she would otherwise be entitled. These stipends are already included in the above steps. For year 23, the stipend is 1.2%; for year 24, 1.4%; for year 25, 1.6%; for year 26, 1.8%; for year 27, 2%; for year 28, 2.2%; and for year 29 and above, 2.6%.

A holder of a Ph.D. or Ed.D in his/her teaching field or education related field receives a stipend of 2% of the salary to which he/she would be entitled. A J.D. or other doctorate in a field unrelated to education does not qualify however, an employee who received a doctorate stipend prior to January 1, 1991 will continue to qualify.

UPPER ARLINGTON CERTIFICATED EMPLOYEE SALARY SCHEDULE (APPENDIX B)

EFFECTIVE AUGUST 1, 2025 - JULY 31, 2026

STEP	BA	BA+15	BA+30	MA	MA+10	MA+20	MA+30	MA+40
0	54,094	56,247	57,897	59,503	60,603	61,663	62,744	63,831
	1.00000	1.03981	1.07031	1.10000	1.12033	1.13993	1.15991	1.18001
1	57,335	59,223	61,132	63,003	64,101	65,188	66,248	67,348
	1.05991	1.09482	1.13011	1.16470	1.18499	1.20509	1.22469	1.24502
2	60,035	62,203	64,373	66,531	67,628	68,684	69,793	70,863
	1.10982	1.14990	1.19002	1.22991	1.25020	1.26972	1.29021	1.31000
3	62,744	65,188	67,628	70,041	71,135	72,210	73,299	74,374
	1.15991	1.20509	1.25020	1.29481	1.31502	1.33489	1.35503	1.37490
4	65,450	68,160	70,869	73,573	74,650	75,727	76,824	77,897
	1.20993	1.26002	1.31011	1.36009	1.38000	1.39991	1.42020	1.44003
5	68,160	71,135	74,125	77,069	78,177	79,237	80,325	81,412
	1.26002	1.31502	1.37030	1.42472	1.44521	1.46481	1.48491	1.50501
6	70,324	74,125	77,372	80,601	81,678	82,764	83,868	84,923
	1.30003	1.37030	1.43032	1.49001	1.50992	1.53001	1.55042	1.56991
7	72,492	77,069	80,601	84,128	85,199	86,269	87,362	88,444
	1.34011	1.42472	1.49001	1.55521	1.57501	1.59480	1.61501	1.63500
8	74,650	80,065	83,868	87,632	88,705	89,803	90,894	91,960
	1.38000	1.48011	1.55042	1.62000	1.63983	1.66012	1.68030	1.70001
9	76,824	82,223	87,086	91,149	92,226	93,303	94,401	95,478
	1.42020	1.52000	1.60991	1.68501	1.70492	1.72483	1.74512	1.76503
10	78,972	84,383	90,332	94,660	95,737	96,824	97,917	98,992
	1.45990	1.55993	1.66990	1.74991	1.76982	1.78992	1.81013	1.83000
11	81,142	86,557	93,593	98,181	99,252	100,328	101,422	102,509
	1.50002	1.60013	1.73020	1.81501	1.83480	1.85470	1.87492	1.89502
12	83,041	88,705	95,737	101,698	102,768	103,862	104,939	106,026
	1.53512	1.63983	1.76982	1.88002	1.89981	1.92003	1.93993	1.96003
13	84,929	90,894	97,917	105,209	106,302	107,389	108,464	109,541
	1.57002	1.68030	1.81013	1.94492	1.96513	1.98523	2.00510	2.02501
14	86,827	93,048	100,052	108,713	109,812	110,904	111,970	113,058
	1.60512	1.72011	1.84960	2.00970	2.03003	2.05021	2.06992	2.09002
15	88,169	94,401	101,698	110,341	111,705	113,058	114,398	115,761
	1.62993	1.74512	1.88002	2.03981	2.06501	2.09002	2.11480	2.14000
16	89,531	95,737	103,314	111,970	113,599	115,205	116,838	118,467
	1.65510	1.76982	1.90990	2.06992	2.10003	2.12972	2.15991	2.19002
17	90,894	97,094	104,939	113,599	115,498	117,386	119,272	121,173
	1.68030	1.79491	1.93993	2.10003	2.13513	2.17004	2.20490	2.24004
18				113,599	115,498	117,386	119,272	121,173
19				113,599	115,498	117,386	119,272	121,173
20				113,599	115,498	117,386	119,272	121,173
21				113,599	115,498	117,386	119,272	121,173
22				114,735	116,653	118,560	120,465	122,385
23				114,962	116,884	118,795	120,703	122,627
24				115,189	117,115	119,029	120,942	122,869
25				115,417	117,346	119,264	121,180	123,112
26				115,644	117,577	119,499	121,419	123,354
27				115,871	117,808	119,734	121,657	123,596
28				116,098	118,039	119,968	121,896	123,839
29				116,553	118,501	120,438	122,373	124,323
30				116,553	118,501	120,438	122,373	124,323

A holder of at least a Master's Degree and 22 years of service receives a stipend of 1% of the salary to which he/she would otherwise be entitled. These stipends are already included in the above steps. For year 23, the stipend is 1.2%; for year 24, 1.4%; for year 25, 1.6%; for year 26, 1.8%; for year 27, 2%; for year 28, 2.2%; and for year 29 and above, 2.6%.

A holder of a Ph.D. or Ed.D in his/her teaching field or education related field receives a stipend of 2% of the salary to which he/she would be entitled. A J.D. or other doctorate in a field unrelated to education does not qualify however, an employee who received a doctorate stipend prior to January 1, 1991 will continue to qualify.

UPPER ARLINGTON CERTIFICATED EMPLOYEE SALARY SCHEDULE (APPENDIX C)

EFFECTIVE AUGUST 1, 2026 - JULY 31, 2027

STEP	BA	BA+15	BA+30	MA	MA+10	MA+20	MA+30	MA+40
0	55,852	58,075	59,779	61,437	62,573	63,667	64,783	65,906
	1.00000	1.03981	1.07031	1.10000	1.12033	1.13993	1.15991	1.18001
1	59,198	61,148	63,119	65,051	66,184	67,307	68,401	69,537
	1.05991	1.09482	1.13011	1.16470	1.18499	1.20509	1.22469	1.24502
2	61,986	64,224	66,465	68,693	69,826	70,916	72,061	73,166
	1.10982	1.14990	1.19002	1.22991	1.25020	1.26972	1.29021	1.31000
3	64,783	67,307	69,826	72,318	73,446	74,556	75,681	76,791
	1.15991	1.20509	1.25020	1.29481	1.31502	1.33489	1.35503	1.37490
4	67,577	70,375	73,172	75,964	77,076	78,188	79,321	80,429
	1.20993	1.26002	1.31011	1.36009	1.38000	1.39991	1.42020	1.44003
5	70,375	73,446	76,534	79,573	80,718	81,813	82,935	84,058
	1.26002	1.31502	1.37030	1.42472	1.44521	1.46481	1.48491	1.50501
6	72,609	76,534	79,886	83,220	84,332	85,454	86,594	87,683
	1.30003	1.37030	1.43032	1.49001	1.50992	1.53001	1.55042	1.56991
7	74,848	79,573	83,220	86,862	87,967	89,073	90,202	91,318
	1.34011	1.42472	1.49001	1.55521	1.57501	1.59480	1.61501	1.63500
8	77,076	82,667	86,594	90,480	91,588	92,721	93,848	94,949
	1.38000	1.48011	1.55042	1.62000	1.63983	1.66012	1.68030	1.70001
9	79,321	84,895	89,917	94,111	95,223	96,335	97,468	98,580
	1.42020	1.52000	1.60991	1.68501	1.70492	1.72483	1.74512	1.76503
10	81,538	87,125	93,267	97,736	98,848	99,971	101,099	102,209
	1.45990	1.55993	1.66990	1.74991	1.76982	1.78992	1.81013	1.83000
11	83,779	89,370	96,635	101,372	102,477	103,589	104,718	105,841
	1.50002	1.60013	1.73020	1.81501	1.83480	1.85470	1.87492	1.89502
12	85,740	91,588	98,848	105,003	106,108	107,238	108,349	109,472
	1.53512	1.63983	1.76982	1.88002	1.89981	1.92003	1.93993	1.96003
13	87,689	93,848	101,099	108,628	109,756	110,879	111,989	113,101
	1.57002	1.68030	1.81013	1.94492	1.96513	1.98523	2.00510	2.02501
14	89,649	96,072	103,304	112,246	113,381	114,508	115,609	116,732
	1.60512	1.72011	1.84960	2.00970	2.03003	2.05021	2.06992	2.09002
15	91,035	97,468	105,003	113,927	115,335	116,732	118,116	119,523
	1.62993	1.74512	1.88002	2.03981	2.06501	2.09002	2.11480	2.14000
16	92,441	98,848	106,672	115,609	117,291	118,949	120,635	122,317
	1.65510	1.76982	1.90990	2.06992	2.10003	2.12972	2.15991	2.19002
17	93,848	100,249	108,349	117,291	119,251	121,201	123,148	125,111
	1.68030	1.79491	1.93993	2.10003	2.13513	2.17004	2.20490	2.24004
18				117,291	119,251	121,201	123,148	125,111
19				117,291	119,251	121,201	123,148	125,111
20				117,291	119,251	121,201	123,148	125,111
21				117,291	119,251	121,201	123,148	125,111
22				118,464	120,444	122,413	124,379	126,362
23				118,698	120,682	122,655	124,626	126,612
24				118,933	120,921	122,898	124,872	126,863
25				119,168	121,159	123,140	125,118	127,113
26				119,402	121,398	123,383	125,365	127,363
27				119,637	121,636	123,625	125,611	127,613
28				119,871	121,875	123,867	125,857	127,863
29				120,341	122,352	124,352	126,350	128,364
30				120,341	122,352	124,352	126,350	128,364

A holder of at least a Master's Degree and 22 years of service receives a stipend of 1% of the salary to which he/she would otherwise be entitled. These stipends are already included in the above steps. For year 23, the stipend is 1.2%; for year 24, 1.4%; for year 25, 1.6%; for year 26, 1.8%; for year 27, 2%; for year 28, 2.2%; and for year 29 and above, 2.6%.

A holder of a Ph.D. or Ed.D in his/her teaching field or education related field receives a stipend of 2% of the salary to which he/she would be entitled. A J.D. or other doctorate in a field unrelated to education does not qualify however, an employee who received a doctorate stipend prior to January 1, 1991 will continue to qualify.

APPENDIX D

UPPER ARLINGTON SUMMER ACADEMY SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2024 - JULY 31, 2025

Hourly Rates

CONTRACT	BA	BA+15	MA+10
1	$26.25	$26.98	$27.85
2	$26.98	$27.77	$28.76
3	$27.77	$28.51	$29.68
4	$28.51	$29.27	$30.57
5	$29.27	$29.98	$31.44
6	$29.98	$30.75	$32.36
7	$30.75	$31.44	$33.26
8	$31.44	$32.23	$34.16
9	$32.23	$33.02	$35.09
10	$33.02	$33.74	$35.97

EFFECTIVE AUGUST 1, 2025 - JULY 31, 2026

Hourly Rates

CONTRACT	BA	BA+15	MA+10
1	$27.17	$27.92	$28.82
2	$27.92	$28.74	$29.77
3	$28.74	$29.51	$30.72
4	$29.51	$30.29	$31.64
5	$30.29	$31.03	$32.54
6	$31.03	$31.83	$33.49
7	$31.83	$32.54	$34.42
8	$32.54	$33.36	$35.36
9	$33.36	$34.18	$36.32
10	$34.18	$34.92	$37.23

EFFECTIVE AUGUST 1, 2026 - JULY 31, 2027 *Hourly Rates*			
CONTRACT	**BA**	**BA+15**	**MA+10**
1	$28.05	$28.83	$29.76
2	$28.83	$29.67	$30.74
3	$29.67	$30.47	$31.72
4	$30.47	$31.27	$32.67
5	$31.27	$32.04	$33.60
6	$32.04	$32.86	$34.58
7	$32.86	$33.60	$35.54
8	$33.60	$34.44	$36.51
9	$34.44	$35.29	$37.50
10	$35.29	$36.05	$38.44

APPENDIX E

UPPER ARLINGTON ATHLETIC/CO-CURRICULAR SALARY SCHEDULE

Category	0-2	3	4	5	10	15	20*
EFFECTIVE 2024-25 SCHOOL YEAR							
1	$ 381	$ 453	$ 532	$ 593	$ 650	$ 729	$ 802
2	$ 684	$ 819	$ 972	$ 1,092	$ 1,200	$ 1,335	$ 1,459
3	$ 1,032	$ 1,200	$ 1,413	$ 1,622	$ 1,791	$ 1,972	$ 2,173
4	$ 1,413	$ 1,656	$ 1,944	$ 2,197	$ 2,410	$ 2,654	$ 2,930
5	$ 1,972	$ 2,291	$ 2,625	$ 2,930	$ 3,236	$ 3,549	$ 3,917
6	$ 2,625	$ 3,004	$ 3,414	$ 3,776	$ 4,161	$ 4,583	$ 5,037
7	$ 3,505	$ 3,958	$ 4,385	$ 4,855	$ 5,345	$ 5,871	$ 6,462
8	$ 4,415	$ 4,916	$ 5,447	$ 5,951	$ 6,553	$ 7,192	$ 7,905
9	$ 5,557	$ 6,129	$ 6,707	$ 7,266	$ 8,014	$ 8,799	$ 9,681
10	$ 6,572	$ 7,192	$ 7,830	$ 8,464	$ 9,316	$ 10,259	$ 11,273
11	$ 7,736	$ 8,435	$ 9,058	$ 9,818	$ 10,804	$ 11,879	$ 13,065

Category	0-2	3	4	5	10	15	20*
EFFECTIVE 2025-26 SCHOOL YEAR							
1	$ 394	$ 469	$ 551	$ 614	$ 673	$ 755	$ 830
2	$ 708	$ 848	$ 1,006	$ 1,130	$ 1,242	$ 1,382	$ 1,510
3	$ 1,068	$ 1,242	$ 1,463	$ 1,679	$ 1,854	$ 2,041	$ 2,249
4	$ 1,463	$ 1,714	$ 2,012	$ 2,274	$ 2,494	$ 2,747	$ 3,033
5	$ 2,041	$ 2,371	$ 2,717	$ 3,033	$ 3,349	$ 3,673	$ 4,054
6	$ 2,717	$ 3,109	$ 3,534	$ 3,908	$ 4,307	$ 4,743	$ 5,213
7	$ 3,628	$ 4,097	$ 4,539	$ 5,025	$ 5,532	$ 6,077	$ 6,688
8	$ 4,570	$ 5,088	$ 5,638	$ 6,159	$ 6,782	$ 7,444	$ 8,182
9	$ 5,752	$ 6,344	$ 6,942	$ 7,520	$ 8,295	$ 9,107	$ 10,020
10	$ 6,802	$ 7,444	$ 8,104	$ 8,760	$ 9,642	$ 10,618	$ 11,668
11	$ 8,007	$ 8,730	$ 9,375	$ 10,162	$ 11,182	$ 12,295	$ 13,522

Category	0-2	3	4	5	10	15	20*
EFFECTIVE 2026-27 SCHOOL YEAR							
1	$ 407	$ 484	$ 569	$ 634	$ 695	$ 779	$ 857
2	$ 731	$ 875	$ 1,039	$ 1,167	$ 1,282	$ 1,427	$ 1,559
3	$ 1,103	$ 1,282	$ 1,510	$ 1,733	$ 1,914	$ 2,107	$ 2,322
4	$ 1,510	$ 1,770	$ 2,077	$ 2,348	$ 2,576	$ 2,836	$ 3,131
5	$ 2,107	$ 2,448	$ 2,805	$ 3,131	$ 3,458	$ 3,793	$ 4,186
6	$ 2,805	$ 3,210	$ 3,648	$ 4,035	$ 4,447	$ 4,898	$ 5,383
7	$ 3,746	$ 4,230	$ 4,686	$ 5,188	$ 5,712	$ 6,274	$ 6,906
8	$ 4,718	$ 5,254	$ 5,821	$ 6,360	$ 7,003	$ 7,686	$ 8,448
9	$ 5,938	$ 6,550	$ 7,167	$ 7,765	$ 8,564	$ 9,403	$ 10,345
10	$ 7,023	$ 7,686	$ 8,368	$ 9,045	$ 9,956	$ 10,963	$ 12,047
11	$ 8,267	$ 9,014	$ 9,680	$ 10,492	$ 11,546	$ 12,694	$ 13,962

*experience must be in Upper Arlington Schools

APPENDIX F

_____Submitted 20 days in advance _____5% of bargaining unit _____Requests/year

Upper Arlington City Schools
Human Resource Department (08/2019)

APPLICATION FOR RESTRICTED PERSONAL LEAVE FOR CERTIFICATED STAFF

PLEASE READ THE FRONT AND BACK OF THIS FORM BEFORE REQUESTING PERSONAL LEAVE BEFORE/AFTER HOLIDAYS, WORK DAYS, MONDAY/FRIDAYS DURING THE MONTH OF MAY AND JUNE AND OTHER RESTRICTED DAYS.

FULL DAY:_____HALF DAY: AM:_____PM:_____Date of Leave
_____**One date per form**

_____Signature Date

_____Print name
Building

- ACTION OF ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES AND OPERATIONS
APPROVED WITH PAY: _____DISAPPROVED:_____
_____Signature Date

*once approved central office personnel will enter into AESOP. It is the employee's responsibility to ensure a substitute is scheduled once approved.

**Your paycheck should indicate if you have available days, however if you exceed your limit, your pay will be deducted accordingly.

- Fill in the information below only if this day is:
  - One of the first two days of contractual year
  - Semester or Final Exam days
  - Last day of grading period
  - Last day of the contractual year

Please check reason for leave:

	Moving			Adoption of a child
	Appearance in court			Attendance at a graduation of a member of the family
	Closing procedures when buying and/or selling a home			Internal Revenue Service Hearing
	Appearance as a witness in court			Attendance at a wedding of a member of the family
	Obtaining a degree at a university or college			Other please explain:_____
	Adverse travel conditions which prohibit the teacher from safely reaching his or her work assignment or commercial carrier grounding or cancellations which prohibit the staff member from reaching his/her work assignment. This provision applies only to those instances where a staff member is out of town or away from his/her home and is unable to reach his/her work assignment. It does not apply to an individual who cannot reach his/her work assignment from his/her home.			

ACTION OF ASSOCIATE SUPERINTENDENT OF HUMAN RESOURCES AND OPERATIONS
APPROVED WITH PAY: _____DISAPPROVED: _____

A. The following restrictions shall apply for a personal leave request made for a Monday and/or a Friday during the months of May and June; the work day before and following a holiday; the Tuesday before Thanksgiving; the work day before and following Spring break; the Thursday before and the Monday after the designated Spring No Student/No Staff calendar dates of April 18, 2025 and April 3,2026 and March 26, 2027. The request for such leave shall be limited to the first five percent (5%) of the bargaining unit, and the staff member shall provide at least twenty (20) days' notice for such leave. **This application must be presented in person to the receptionist at the District's central office**. Each staff member shall be limited to two (2) such requests per school year.

B. Personal leave cannot be taken on the first two (2) contractual days or last day of the contractual year; during semester or final examination periods; nor the last day of a grading period. (over)

C. Notwithstanding the preceding two (2) paragraphs, if submitted through the employee's immediate supervisor or building principal and approved by the Associate Superintendent, leave will be granted if the leave is for:

   (a) Moving;
   (b) Appearance in court;
   (c) Closing procedures when buying and/or selling a home;
   (d) Appearance as a witness in court;
   (e) Obtaining a degree at a university or college;
   (f) Adoption of a child;
   (g) Attendance at a graduation of a member of the family;
   (h) Internal Revenue Service Hearing;
   (i) Attendance at a wedding of a member of the family;
   (j) Adverse travel conditions which prohibit the teacher from safely reaching his or her work assignment or commercial carrier grounding or cancellations which prohibit the staff member from reaching his/her work assignment. This provision applies only to those instances where a staff member is out of town or away from his/her home and is unable to reach his/her work assignment. It does not apply to an individual who cannot reach his/her work assignment from his/her home.

D. Paid personal leave for religious holidays shall be approved and is not subject to the limitation of three (3) days per year.

E. While not accumulative as personal leave, unused personal leave days shall automatically be converted to accumulated sick leave days for those staff members who have not used all three (3) days by the end of each contractual year. A staff member who has not used any personal leave in the previous school year, shall have an additional two (2) bonus days of personal leave available for use the following school year. A staff member who has used no more than one (1) day of personal leave in the previous school year, shall have an additional one (1) bonus day of personal leave available for use the following school year. During the next school year, the bonus day(s) will be deducted before the three (3) guaranteed personal leave days. Such bonus leave shall not be accumulative and shall not be added to sick leave.

APPENDIX G

UPPER ARLINGTON CITY SCHOOLS

Media Specialist Evaluation

Name _____ Date _____

Evaluator(s) _____

Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, educators may but are not required to, bring additional pieces of evidence to address all indicators.

	Expectation	Needs Improvement	Meets Expectations	Exceeds Expectations	Evaluator Comments / Evidence	Educator Comments / Evidence
Planning and Preparing for Instruction						
Knowledge of Content	Displays knowledge of library/media curriculum and current trends and practices in literature, literacies, technology and research process	☐	☐	☑		
Promotes Literacy	Works with groups and individuals to promote books in all formats, reading for pleasure and/or personal growth.	☐	☐	☑		
Communication	Directions, procedures and/or explanations are clear and accurate.	☐	☐	☑		
Guiding	Guides students to appropriate engaging resources that connect well with the content learning goals, the students' prior knowledge backgrounds and experiences	☐	☐	☑		
Technology	Technology is used effectively to incorporate and model productive ways to utilize resources and tools in a variety of learning environments	☐	☐	☑		
Engaging in Instruction and Learning						
Student Interaction	Interactions with students are polite and respectful, and are appropriate to the cultural and developmental differences among groups of students	☐	☐	☑		
Protocols	Standards of conduct, routines and procedures are well understood and may be initiated by students	☐	☐	☑		
Environment	Creates and maintains an inviting, flexible, engaging environment	☐	☐	☑		
Professional Responsibilities						
Professional Development	Seeks out and utilizes opportunities for professional development to enhance content knowledge and pedagogical skill.	☐	☐	☑		
Program Management	Regularly assesses, makes new purchases and weeds the collection of resources to keep holdings current and to meet the needs of the curriculum.	☐	☐	☑		
Inventory Management	Annually inventories the collection	☐	☐	☑		

Cumulative Scoring

Needs Improvement	0	0%
Meets Expectations	0	0%
Exceeds Expectations	11	100%

Evaluator Signature _____ **Date** _____

By signing below I acknowledge that I have read and reviewed the contents of this form. This does not indicate agreement.

Employee Signature _____ **Date** _____

UPPER ARLINGTON CITY SCHOOLS

Licensed School Nurse Evaluation

Name _____ **Date** _____

Evaluator(s) _____

Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, educators may, but are not required to, bring additional pieces of evidence to address all indicators.

	Expectation	Needs Improvement	Meets Expectations	Exceeds Expectations	Evaluator Comments / Evidence	Educator Comments / Evidence
Collaboration						
	Communicating and consulting with administration re: policies, procedures, and services	☐	☐	☑		
	Demonstrates respect of cultural and individual values regardless of background	☐	☐	☑		
	Seeks assistance, if needed, when trying to resolve conflicts with others (parents, students, staff, etc.)	☐	☐	☑		
	Collaborates with teachers, school counselor, and other related staff to assist students in areas of health, wellness, and connectedness to positive impact learning and school experience	☐	☐	☑		
	Provides timely updates to appropriate staff members regarding student	☐	☐	☑		
Professional Responsibilities						
	Applies current best practices in discipline area	☐	☐	☑		
	Maintains and develops skills and knowledge to one's own function or work group (specific training)	☐	☐	☑		
	Provides a welcoming clinic environment	☐	☐	☑		
Initiative and Education						
	Responds appropriately on own to improve outcomes, processes, or measurements	☐	☐	☑		
	Accomplishes goals independently. Takes ownership and accountability for own performance	☐	☐	☑		
	Actively seeks out and/or accepts additional responsibilities in the context of the job	☐	☐	☑		
	Attends staff meetings/in-services, etc. and actively participates	☐	☐	☑		
	Stays aware of major developments in discipline	☐	☐	☑		
	Attends conferences, webinars, etc. for professional growth	☐	☐	☑		
	Acts as an advocate for students and families	☐	☐	☑		
	Serves as a member of pertinent committees	☐	☐	☑		

Cumulative Scoring

Needs Improvement	0	
Meets Expectations	0	
Exceeds Expectations	16	100%

Evaluator Signature _____ **Date** _____

By signing below, I acknowledge that I have read and reviewed the contents of this form. This does not indicate agreement.

Employee Signature _____ **Date** _____

UPPER ARLINGTON CITY SCHOOLS

Occupational Therapist, Physical Therapist, and Speech and Language Pathologist Evaluation

Name _____ Date _____

Evaluator(s) _____

Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. However, educators may, but are not required to, bring additional pieces of evidence to address all indicators.

	Expectation	Needs Improvement	Meets Expectations	Exceeds Expectations	Evaluator Comments / Evidence	Educator Comments / Evidence
Focus for Learning/Prep and Planning						
	The educator contributes to data-based decision making by supporting collection of student data, summarizing and interpreting progress data, and making recommendations about the need for services/supports based on student data.	☐	☐	☑		
	The educator demonstrates knowledge and pedagogy of their content to create individualized therapy to meet the unique needs of each student.	☐	☐	☑		
School Environment						
	The educator interacts with students, parents/families, community members, and colleagues in a respectful, professional, ethical, and confidential manner.	☐	☐	☑		
	The educator demonstrates an understanding of and sensitivity to the influence of factors such as culture, socioeconomic status, gender, religion, disability, and health status on student learning and behavior.	☐	☐	☑		
	The educator utilizes information about students' backgrounds, skills, interests, special needs, and prior learning to inform interventions or therapy.	☐	☐	☑		
Delivery of Services						
	The educator utilizes knowledge to provide staff/student training on strategies related to accommodations/modifications to access curriculum and school environment.	☐	☐	☑		
	The educator advocates for appropriate referrals and utilization of resources and/or services.	☐	☐	☑		
	The educator contributes to student intervention practices by selecting and implementing appropriate intervention plans.	☐	☐	☑		
	The educator applies progress monitoring data to guide decisions about the needs for adjustments of intervention.	☐	☐	☑		
	The educator consistently utilizes assessment and data collection methods when conducting evaluations to inform eligibility, service, and instructional and/or programming purposes.	☐	☐	☑		
Professional Responsibilities						
	The educator communicates strategies and engages with staff and families, to attempt to build partnerships that can contribute to student learning, well-being and development.	☐	☐	☑		
	The educator 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 educator demonstrates understanding by following communicated district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	☐	☐	☑		
	The educator sets short-term and long-term professional goals and monitors progress in meeting them based on self reflection and data analysis. The educator takes appropriate action to meet the goals.	☐	☐	☑		

Cumulative Scoring

Needs Improvement	0	0%
Meets Expectations	0	0%
Exceeds Expectations	14	100%

Evaluator Signature _____ Date _____

By signing below I acknowledge that I have read and reviewed the contents of this form. This does not indicate agreement.

Employee Signature _____ Date _____

UPPER ARLINGTON CITY SCHOOLS

School Psychologist Evaluation

Name _____ **Date** _____

Evaluator(s) _____

Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. However, educators may, but are not required to, bring additional pieces of evidence to address all indicators.

Expectation	Needs Improvement	Meets Expectations	Exceeds Expectations	Evaluator Comments / Evidence	Educator Comments / Evidence
Focus for Learning/Prep and Planning					
The school psych's contribution to a team's collaboration incorporates activities, assessments and resources, including available technology, that align with teacher/student needs, school and district priorities and Ohio's Learning Standards.	☐	☐	☑		
The school psych follows and adheres to all federal, state and district timelines to assist in meeting the known and communicated legal requirements.	☐	☐	☑		
Building/District Climate and Cultural Competency					
There is evidence of rapport and expectations for respectful, supportive and caring interactions with and among the staff.	☐	☐	☑		
There is demonstration of regard for teacher perspectives, experiences and culture. The school psychologist models expectations and behaviors that create a positive climate of openness, respect and care.	☐	☐	☑		
Professional Responsibilities					
The school psychologist communicates strategies and engages with staff and families, to attempt to build partnerships that can contribute to student learning, well-being and development.	☐	☐	☑		
The school psychologist 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 school psychologist demonstrates understanding by following communicated district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	☐	☐	☑		
The school psychologist sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The School Psychologist takes appropriate action to meet the goals.	☐	☐	☑		
Understanding/Coaching for Instruction and Assessment					
The school psychologist selects, develops and uses available assessments to develop a clearer understanding of a student's areas of strength and growth during team meetings, including but not limited to an ETR meeting.	☐	☐	☑		
The school psychologist analyzes patterns of data from as team members to help facilitate a productive and meaningful conversation to make the best possible team decision to support a student during the ETR process.	☐	☐	☑		

Cumulative Scoring

Needs Improvement	0	0%
Meets Expectations	0	0%
Exceeds Expectations	10	100%

Evaluation Breakdown

Evaluator Signature _____ **Date** _____

By signing below, I acknowledge that I have read and reviewed the contents of this form. This does not indicate agreement.

Employee Signature _____ **Date** _____

UPPER ARLINGTON CITY SCHOOLS

Online Academy Educator Evaluation

Name _____ **Date** _____

Evaluator(s) _____

Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, educators may, but are not required to, bring additional pieces of evidence to address all indicators.

	Expectation	Needs Improvement	Meets Expectations	Exceeds Expectations	Evaluator Comments / Evidence	Educator Comments / Evidence
Communication						
	Sets/holds regularly scheduled office hours	☐	☐	☑		
	Reasonable response time to communication from students/parents	☐	☐	☑		
	Provides course announcements/news updates, in writing, on a regular basis	☐	☐	☑		
	Sets/holds regular times to check on social-emotional well-being of students	☐	☐	☑		
School Environment						
	Interacts with students and families in a respectful, professional, and ethical manner	☐	☐	☑		
	Demonstrates understanding of student background and needs	☐	☐	☑		
	Collaboration	☐	☐	☑		
Active Learning Techniques						
	Responds to/grades student work in a timely manner	☐	☐	☑		
	Gives students encouragement, reflection, and correction feedback	☐	☐	☑		
	Utilizes understanding of student needs to adjust content appropriately	☐	☐	☑		
Student Support and Growth						
	Communicates progress toward week and/or unit goals	☐	☐	☑		
	Provide individual progress milestones for graded work	☐	☐	☑		
	Provides a clear schedule for due dates	☐	☐	☑		
	Provide preview sessions to support student understanding of upcoming material	☐	☐	☑		

Cumulative Scoring

Needs Improvement	0	0%
Meets Expectations	0	0%
Exceeds Expectations	14	100%

Evaluator Signature _____ **Date** _____

By signing below, I acknowledge that I have read and reviewed the contents of this form. This does not indicate agreement.

Employee Signature _____ **Date** _____

UPPER ARLINGTON SCHOOLS

1619 Zollinger Rd. | Upper Arlington, Ohio 43221 | (614) 487-5000

(TOSA/MHS Specific Title goes here)
ANNUAL REVIEW 2023-24

Staff Member Name: Title:

Evaluator Name: Title:

Date:

Professional Growth Plan Conference Date:

Professional Growth Plan Focus areas
(minimum of 2):
1.
2.

Summary of Accomplishments: Area of Reinforcement: Area of Refinement:
Administrator Comments:
Evaluator Comments:

Overall Rating: (determined at final review)

☐ Needs Improvement ☐ Meets Expectations ☐ Exceeds Expectations

A copy of this evaluation has been given to me and has been discussed with me.

Staff Member Signature: Title:

Evaluator Signature: Title:

Date:

APPENDIX H

UPPER ARLINGTON CITY SCHOOLS

Online Academy Educator Evaluation

Name			**Date**				
Evaluator(s)							

Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, educators may, but are not required to, bring additional pieces of evidence to address all indicators.

	Expectation	Needs Improvement	Meets Expectations	Exceeds Expectations	Evaluator Comments / Evidence	Educator Comments / Evidence
Communication						
	Sets/holds regularly scheduled office hours	FALSE	FALSE	FALSE		
	Reasonable response time to communication from students/parents	FALSE	FALSE	FALSE		
	Provides course announcements/news updates, in writing, on a regular basis	FALSE	FALSE	FALSE		
	Sets/holds regular times to check on social-emotional well-being of students	FALSE	FALSE	FALSE		
School Environment						
	Interacts with students and families in a respectful, professional, and ethical manner	FALSE	FALSE	FALSE		
	Demonstrates understanding of student background and needs	FALSE	FALSE	FALSE		
	Collaboration	FALSE	FALSE	FALSE		
Active Learning Techniques						
	Responds to/grades student work in a timely manner	FALSE	FALSE	FALSE		
	Gives students encouragement, reflection, and correction feedback	FALSE	FALSE	FALSE		
	Utilizes understanding of student needs to adjust content appropriately	FALSE	FALSE	FALSE		
Student Support and Growth						
	Communicates progress toward week and/or unit goals	FALSE	FALSE	FALSE		
	Provide individual progress milestones for graded work	FALSE	FALSE	FALSE		
	Provides a clear schedule for due dates	FALSE	FALSE	FALSE		
	Provide preview sessions to support student understanding of upcoming material	FALSE	FALSE	FALSE		

Evaluator Signature		**Date**	

By signing below, I acknowledge that I have read and reviewed the contents of this form. This does not indicate agreement.

Employee Signature		**Date**	

3220 - STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System 2.0 ("OTES 2.0") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy, developed in consultation with teachers, shall be implemented as set forth herein and is incorporated as part of the Board's collective bargaining agreement with the Upper Arlington Education Association.

Definitions

"OTES 2.0" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this section, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

With respect to staff members represented by the Upper Arlington Education Association but not subject to OTES requirements, the Administration will continue to conduct evaluations in accordance with current practice, with the further recognition that the Evaluation Committee will monitor the procedures applicable to those categories from non-OTES staff members for whom evaluative concepts and forms are still being designed.

"**Credentialed Evaluator**" - For purposes of this policy, each teacher subject to evaluation will be observed and evaluated by a District Administrator who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board will approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Evaluation Cycle" – The period from the establishment of a professional growth or improvement plan to through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Revised Code.

"Evaluation Factors" – The walkthrough(s), observation(s), and other components required by Ohio Revised Code to be used in the teacher evaluation process.

"Evaluation Framework" – The document created and approved by ODE that establishes the standards-based evaluation of teachers in accordance with Ohio Revised Code 3319.111(A).

"Evaluation Instruments" – The forms used by the teacher's evaluator. The approved forms are attached herein.

"Evaluation Procedure" – The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Revised Code Section 3319.111 and 3319.112 and the State Board of Education Framework.

"Evaluation Rating" – The holistic evaluation level that is assigned to a teacher based on the holistic review of all evaluation factors observed during the evaluation cycle.

"Evidence" – Information collected by the evaluator and/or information provided to the evaluator by the teacher to support and inform the accurate reflection of the evaluation factors. Examples include, but are not limited to, student information affecting educational progress, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

"High Quality Student Data (HQSD)" – Quantitative 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. HQSD is data that:

a. Aligns to learning standards

b. Measures what is intended to be measured
c. Does not offend or be driven by bias
d. Is attributable to a specific teacher for course(s) and grade level(s) taught
e. Demonstrates evidence of student learning (achievement and/or academic growth)
f. Follows protocols for administration and scoring
g. Provides trustworthy results

"Improvement Plan" – A written plan developed by the evaluator, utilized solely when a teacher receives an evaluation rating of Ineffective. Additionally, a teacher whose final evaluation rating is Developing and who has at least one (1) domain of the OTES 2.0 Rubric with two (2) or more components rated Ineffective may be placed on an Improvement Plan. Any Improvement Plan must be in place by October 15th of the school year.

"Ohio Evaluation System (OhioES)" – The electronic system used by the District to report aggregate holistic teacher evaluation ratings to the Ohio Department of Education (ODE).

"Professional Growth Plan" – An annual written plan designed for the sole purpose of continuing teacher growth.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an evaluation rating. Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement

Formal Observation and Classroom Walkthrough Sequence

A. Except as otherwise specified in B. through F. below, all instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations, one (1) of which shall be a formal holistic observation, and one (1) of which shall be a formal focused observation, and periodic classroom walkthroughs each school year.

B. The administration may elect to evaluate a staff member receiving a rating of Accomplished every three (3) years as long as the member submits a self-directed Professional Growth Plan and is making progress on the plan.

C. The administration may elect to evaluate a staff member receiving a rating of Skilled every two (2) years as long as the member and evaluator jointly develop a Professional Growth Plan for the member and the member is making progress on the plan.

D. In any year in which a staff member has not been formally evaluated as a result of having previously received a rating of Accomplished or Skilled, a credentialed evaluator shall conduct at least one (1) observation and one (1) conference with the member. The one (1) observation shall be an informal walkthrough.

E. The Administration may elect not to conduct an evaluation of a staff member who (1) was on leave for 50% or more of the school year; or (2) has submitted notice of retirement accepted by the Board on or before December 1 of the school year.

F. The parties recognize that applicable law contemplates three (3) observations in connection with the evaluation of a staff member in the last year of a multi-year limited contract. Where a third observation is made, it will serve as notice to the member that he/she is at jeopardy for contract non-renewal.

G. Observations will be held on days mutually agreeable to the staff member and evaluator, subject to the evaluation timeline mandated by the law.

H. Upon the member's request, the member may elect to have a pre-conference observation prior to the formal holistic observation. A pre-conference shall be held prior to the formal focused observation. Upon mutual agreement of the member and evaluator, the pre-observation conference may be conducted via an email from the member to the evaluator. Upon request by either the member or the evaluator, the pre-observation conference prior to the formal focused observation shall be held in person.

I. A post-observation conference will be held within seven (7) workdays following an observation. This deadline will be reasonably adjusted in the event of unforeseen circumstances that make compliance impracticable under the particular circumstances. Upon notification from the evaluator to the member, the post-observation conference and the final summative conference may be held at the same time provided that the seven (7) workday timeline for holding the post-observation conference as outlined above is met.

J. A staff member may request a different District evaluator for his/her second (and/or third, if applicable) observation in a particular school year. This request may be submitted either promptly after the first observation or prior to the end of the immediately preceding school year. The employee's request must identify three (3) alternative District evaluators from which the Administration will select one (1) person.

Evaluations will be completed by May 1 and each teacher will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Each teacher evaluated under this policy may elect annually to complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool provided by ODE.

Informal Observation/Classroom Walkthrough Procedure

A. The administration will utilize the ODE Walkthrough form to look for the ODE-identified areas of focus. These areas will be communicated to staff members each school year on the electronic form that includes a "comment" box.

B. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

C. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

D. A final debriefing and completed form must be shared with the employee within one (1) workday of the walkthrough.

E. Upon receiving the completed walkthrough form, the staff member shall have the ability to respond and/or provide more information to the evaluator who completed the walkthrough.

High Quality Student Data (HQSD)

A. Teacher evaluation shall incorporate at least two (2) measures of HQSD, one (1) of which shall include the Value-Added Progress Dimension, if available.

B. Three (3) Level HQSD Committees (one at each level; elementary, middle and high school) comprised of administrators and teachers who are locally determined experts in the field of education shall determine if an instrument meets the criteria for generating HQSD. The administration will select the teachers for the Level HQSD Committees.

1. Prior to September 30th for first semester and February 15th for second semester, individual teachers may request the appropriate Level HQSD Committee to review a preferred assessment to determine whether it meets the HQSD criteria. The appropriate Level HQSD Committee shall meet by October 15th for the first semester and March 1st for second semester to review the preferred assessment and to issue a decision.

2. Each Level HQSD Committee shall utilize the Evaluation Committee's HQSD Consideration rubric (to be developed) to assess each instrument under consideration as a measure of HQSD. Teachers shall be provided a copy of the rubric. The rubric shall assess whether each of the metrics required for an assessment to meet the criteria for HQSD has been met. This decision shall be made by consensus with at least seventy (70%) of the Level HQSD Committee in agreement.

3. If a teacher is not in agreement that a locally determined HQSD measure meets the required criteria set forth in the definition of HQSD contained in this Article of this Agreement, the teacher may request an appeal in writing to the Evaluation Committee. An UAEA appointed member shall present the appeal to the Evaluation Committee. A majority of the Evaluation Committee shall be required to affirm or deny if the locally determined HQSD measure meets the required criteria contained herein. The teacher shall receive written notice of the Evaluation Committee's decision, which shall be final and not subject to the grievance procedure. If the teacher requesting the appeal is on the Evaluation Committee, the teacher must abstain from voting on the appeal. If applicable, the administrator from the Level HQSD Committee from where the appeal originates also must abstain from voting on that specific appeal. In the circumstance where a member of the Evaluation Committee is ineligible to vote on the appeal due to the requirements above, a member of the Evaluation Committee from the other group shall also be removed from the voting process in order to maintain an equal number of administrators and association-appointed members of the Evaluation Committee as participants in the determination process. The administration-appointed members of the Evaluation Committee shall determine which administrator is removed from the determination process.

   Likewise, if the level HQSD Committee determines that a unit member's preferred assessment does not meet the required criteria to be used as an HQSD measure, the unit member may use the appeal procedure contained herein.

4. Unless ODE or the Ohio Revised Code require otherwise, HQSD will be considered attributable to a teacher when:

   a. Assigned to the teacher who has proper certification/licensure to teacher the subject/grade level for which the student is enrolled, or

   b. Assigned to an intervention specialist or English Language Learning teacher who is responsible for a portion of the student's instructional time within a given subject/course.

5. HQSD shall not be aggregated to provide shared attribution among teachers in the District, a building, a grade level, a content area, and/or other group.

Assessment of Student Growth

Vendor Assessments

A. When utilizing vendor assessments, all affected teachers shall be trained on the utilization of the assessment program, including how to analyze the data to inform instruction.

B. Upon request from either the Association Co-Presidents or the Superintendent, an assessment of Vendor Assessments shall occur in May of each school year. The Evaluation Committee will complete the assessment.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Each Professional Growth Plan shall include no more than two (2) goals. One (1) goal shall be tied to the member's assigned building goals, and one (1) goal shall be the member's choice.

B. Teachers whose final rating is Accomplished will, on an annual basis, develop a self-directed professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

C. Teachers whose final rating is Skilled will, on an annual basis, jointly develop a professional growth plan with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"

D. Teachers whose final rating is Developing will annually develop a professional growth plan guided by their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in "Teacher Evaluation Form."

E. Teachers whose final rating is Ineffective will be placed on an improvement plan developed by the evaluator. The evaluator will take into consideration any input from the teacher when developing the improvement plan.

F. A teacher whose final rating is Ineffective shall be placed on an Improvement Plan for the following school year.

In addition, a teacher whose final rating is Developing and who has at least one domain of the OTES 2.0 rubric with two (2) or more components rated Ineffective may be placed on an Improvement Plan for the following school year.

Each improvement plan shall include focused areas for improvement and shall include not more than three (3) goals.

G. A teacher new to the District will develop a professional growth plan collaboratively with their evaluator.

H. Professional growth and improvement plans are annual plans and shall be developed and in place no later than October 15th of the school year.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" Seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations. For this purpose, the categories of Accomplished and Skilled are deemed to be comparable. The categories of Developing and Ineffective are recognized as not comparable.

Removal of Poorly Performing Teachers

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Upper Arlington Education Association The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Relationship to Grievance Procedure

Alleged procedural violations of this policy may be pursued under the grievance procedure appearing in Article VI of the collective bargaining agreement between the Board and the Upper Arlington Education Association. The substantive judgment of an evaluator, however, is not grievable.

Due Process

A staff member shall be entitled to Association representation at any conference held during the Evaluation Procedure during which the staff member will be advised of any adverse action, including but not limited to the staff member being placed on an improvement plan or being considered for nonrenewal.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226
R.C. 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

Revised 6/26/13
Revised 11/18/13
Revised 7/1/21

STANDARDS-BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

The Board authorized the Superintendent to establish and maintain an ongoing Evaluation Committee including participation by school counselor representatives for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OSCES" – Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"School Counselor" – For the purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to the O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity. Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board the and **Upper Arlington Education Association**.

"Credentialed Evaluator" – For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6)

areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six (6) standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth is this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" – is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six (6) State- adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

Student Metrics" – the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between the ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for School Counselors:

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;

C. Indirect Services: Partnerships and Referrals;

D. Evaluation and Data;

E. Leadership and Advocacy; and

F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

School counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

A high performing school counselor will be evaluated less frequently as follows:

A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the

determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State- adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the appropriate designated form. Written feedback from observations shall be provided after the observation. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

A. Informal observations shall not unreasonable disrupt and/or interrupt the work day.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.

B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.

C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.

D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed by October 1 each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

In accordance with the State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing School Counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal-nonrenewal of poorly performing school counselors.

Definitions

"Retention" – for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy.

"Promotion" – as used in this context is of limited utility given the fact that school counselor covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignment, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors" – refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" – since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Upper Arlington Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the UAEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor's final summative rating.

MEMORANDUM OF UNDERSTANDING

This Memorandum confirms and clarifies the understanding of the Upper Arlington Education Association ("UAEA") and the Upper Arlington City School District Board of Education ("Board") with respect to the operation, as to certain bargaining unit employees, of Article XI, Sections 11.10 and 11.16 of their 2024-2027 Collective Bargaining Agreement ("the 2024-2027 Agreement"). The parties hereby agree as follows:

1. As to any bargaining unit employee who both (A) is age 55 or older in the calendar year in which the employee retires, and (B) qualifies for a severance pay under Article XI, Section 11.10 and/or a retirement or separation payment under Article XI, Section 11.16 of the 2024-27 Agreement, it is mutually understood and agreed that all money due the employee under Sections 11.10 and/or 11.16 will be tax-deferred for federal income tax purposes and paid into the employee's account, as an employer contribution on behalf of the employee, in the Upper Arlington City School District's Internal Revenue Code Section 403(b) Accumulated Leave Plan ("Plan"). The operation of this provision is mandatory as to any such employee.

2. It is further mutually understood and agreed that any amount due an employee under Article XI, Section 11.10 will be contributed to the employee's Plan account in the January next following severance from Board employment and any amount due an employee under Article XI, Section 11.16 will be contributed in the September next following severance from Board employment, consistent with normal procedures under these contractual provisions.

3. It is further mutually understood and agreed that, if the amount due such an employee under Article XI, Section 11.10 and/or Section 11.16 exceeds the employer contribution limit imposed by Internal Revenue Code Section 415 as to that employee, the remainder will be paid into the employee's Plan account, subject to any Section 415 limit that may apply, in the immediately succeeding calendar year.

4. If an employee entitled under this Memorandum to an employer contribution to the employee's Plan account dies prior to such contribution being made, the contribution amount will be paid to the employee's surviving spouse, if any, or to the employee's estate.

5. Neither the UAEA nor the Board makes any warranty or assumes any responsibility or liability with respect to either (A) the performance of any investment chosen by the employee, or (B) the employee's individual income tax treatment as to money received under Article XI, Sections 11.10 and/or Section 11.16 of the 2024-27 Agreement.

6. This Memorandum may be amended by mutual agreement of the UAEA and Board but otherwise shall remain in force and effect for the duration of the parties' 2024-27 Agreement.

FOR THE UAEA

Name

Co-President 7-28-25
Title Date

Name

Co-President 7-28-25
Title Date

FOR THE BOARD

Name

Board President 7-28-25
Title Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the understanding of the Upper Arlington Education Association ("Association") and the Upper Arlington City School District Board of Education ("Board") with respect to the creation and/or development of curriculum by staff members. The Parties agree as follows:

1. Curriculum creation and/or development position(s) will be posted and the Superintendent (or designee) will select the staff members to create and/or develop the curriculum. The posting shall include the District-Level Administrator to whom the staff member will report.

2. Individual staff members may also approach the Chief Academic Officer to present interest in and ideas for curriculum creation and/or development.

3. Curriculum creation and/or development position(s) will be filled solely by individual staff members who are interested in and want to do the work. No individual staff member shall be directed or assigned to do the work.

4. The Superintendent (or designee) will approve the curriculum creation and/or development project and scope of work, in advance of the staff member(s) beginning work on the project.

5. At the time the project is approved and the staff member(s) has been chosen, the Association Co-Presidents shall receive notification of the name(s) of the staff member(s).

6. A staff member's project work must occur outside of the member's regular work day, unless otherwise approved in advance by the Superintendent (or designee).

7. The assigned District-Level Administrator and the staff member(s) creating/developing the curriculum shall meet monthly in order to come to agreement on the quarterly deliverables within the scope of work. At the monthly meeting, the Administrator and staff member(s) will share information regarding the staff member's progress on the work.

8. On a quarterly basis, the staff member(s) and District-Level Administrator will meet to review the staff member's progress on the agreed upon deliverables for that quarter.

9. Payment for the curriculum creation and/or development will be made quarterly provided that the agreed upon deliverables for that quarter have been met. The staff member will submit a time sheet and shall be compensated at an hourly rate of fifty dollars ($50) per hour for each hour or fraction thereof worked.

10. At any time either the staff member or the District-Level Administrator may choose to discontinue the specific curriculum creation and/or development project.

11. The curriculum will be copyrighted and, consistent with copyright law, owned by the Board.

FOR THE ASSOCIATION:

Michelle Johnson 7-28-25
Co-President Date

Isabel Weston 7-28-25
Co-President Date

FOR THE BOARD:

8-6-25
Superintendent Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the understanding of the Upper Arlington Education Association ("Association") and the Upper Arlington City School District Board of Education ("Board") with respect to the creation of a Workload Determination Process Task Force. The Parties agree as follows:

1. The UAEA Co-Presidents will appoint ten (10) people, including at least one (1) Intervention Specialist from each building and the Superintendent/Designee will appoint up to ten (10) people to create workload determination process for analyzing Special Education workload prior to the end of December 2024.

2. The Task Force will:

   a. Create/determine the workload process the parties want to use;

   b. use the workload determination process; and

   c. make recommendations based on the data collected.

FOR THE ASSOCIATION:

FOR THE BOARD:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into this ____ day of _____, 2024 by and between the Upper Arlington Education Association ("Association") and the Upper Arlington City School District Board of Education ("Board"). The Association and the Board may be referred to as the Parties.

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2024 through June 30, 2027 ("Agreement");

WHEREAS, the Parties created a Workload Determination Process Task Force ("Task Force") to create the workload determination process the parties want to use; to use the workload determination process, and to make recommendations based on the data collected; and

WHEREAS, the Task Force met on several occasions during the 2021-2022 school year and completed its work of creating the workload determination process the parties want to use; and

WHEREAS, the Parties met on April 8, 2022, to discuss the recommendations of the Task Force with regard to creating the workload determination process and implementation of that recommendation for the remainder of the term of the Agreement; and

WHEREAS, the Task Force still has work to complete and will need to continue to meet to review the data collected from the workload determination process in order to make recommendations based on it; and

WHEREAS, the Parties wish to memorialize their agreement through the terms of this MOA.

IT IS NOW THEREFORE AGREED as follows:

1. SLPs at the middle school and high school levels will implement the 75/25 model, with seventy-five percent (75%) of their scheduled contractual time being utilized to provide direct services to students and twenty-five percent (25%) of their scheduled contractual time being utilized to provide indirect services to students, which includes, but is not limited to student observations, ETR and IEP paperwork, ETR and IEP meetings, and consultation with teaching staff. SLPs shall continue to set their schedule during contractual time in order to provide direct and indirect services.
   SLPs at the elementary level will implement the 3:1 model with three (3) weeks of their scheduled contractual time being utilized to provide direct services to students and one (1) week of their scheduled contractual time being utilized to provide indirect services to students, which includes, but is not limited to student observations, ETR and IEP paperwork, ETR and IEP meetings, and consultation

with teaching staff. SLPs shall continue to set their schedule during contractual time in order to provide direct and indirect services.

2. Speech Language Pathologists (SLPs) will utilize the ASHA weekly workload calculator. SLPs shall receive one-half (0.5) day paid at the curriculum rate for completing the ASHA weekly workload calculator in October and one-half (0.5) day paid at the curriculum rate for completing the ASHA weekly workload calculator in February. Payment will be made on or before June 25th each school year.
3. The Task Force will meet annually each spring to designate a two (2) week window in October and a two (2) week window in February during which data will be collected and entered into the ASHA weekly workload calculator. The two (2) week window shall not be during the state testing window.
4. Each SLP will select one (1) specific week within each designated two (2) week window to track their individual data. When selecting the specific week that will be utilized, each SLP will target the week during which they are maximizing direct instruction.
5. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this MOA. This MOA shall not affect the interpretation of the Agreement, is based on the particular circumstances of this case and will not be used against the Association or the Board of Education as past practice or precedent.
6. This MOA shall be in effect for the 2024-2025, 2025-2026 and 2026-2027 school years only and shall prevail over any conflicting term of the Agreement.
7. The provisions of the Agreement not altered by this MOA shall remain in full force and effect for the term of the Agreement and no other agreements shall serve to alter the provisions of the Agreement unless agreed to, in writing, between the parties hereto.

For the Board:

8-6-25

Superintendent Date

For the Association:

7.25.25

Co-President Date

Michelle Johnson 7-28-25

Co-President Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2024 by and between the Upper Arlington City School District Board of Education (the "Board"), and the Upper Arlington Education Association ("UAEA").

WHEREAS, the Parties met in September 2021 to discuss elementary and middle school student start times;

WHEREAS, as a result, the Parties entered into an agreement regarding elementary and middle school student start times for the 2021-2022 school year;

WHEREAS, the Parties met in March 2024 to discuss extending the agreement for the 2024-2025, 2025-2026, and 2026-2027 school years; and

WHEREAS, the Parties wish to memorialize their agreement through the terms of this MOU.

IT IS NOW THEREFORE AGREED as follows:

1. For the 2024-2025, 2025-2026, and 2026-2027 school years only, the parties agree that in the elementary buildings:

    a. Students will remain either outside each elementary building or within each elementary building in a designated area that is not a classroom until 8:10 a.m., at which time students will be released and permitted to enter classrooms. The student tardy bell will ring at 8:15 a.m. Notwithstanding the foregoing, students may remain in the gym prior to 8:10 a.m.

    b. Student supervision will be provided at the ratio of not less than one hundred (100) students per one (1) adult. For each additional sixty (60) students, one (1) adult will be present for student supervision.

    c. Student supervision will be provided by adults who may or may not be members of the UAEA bargaining unit. The District will first assign morning duties to unit members who do not have instructional duties beginning at 8:15 a.m., before assigning morning duties to unit members who have instructional duties beginning at the ring of the tardy bell at 8:15 a.m.

2. For the 2024-2025, 2025-2026, and 2026-2027 school years only, the parties agree that in the middle school buildings:

    a. Students will remain in the currently utilized common areas until 8:05 a.m. at which time they will be released and permitted to enter classrooms.

b. Student supervision will be provided at the ratio of two hundred fifty (250) student per one (1) adult.

3. The UAEA waives any right to file a grievance or an unfair labor practice charge complaining of the facts and events that gave rise to this MOU. This MOU shall not affect the interpretation of the Agreement, is based on the particular circumstances of this case and will not be used against the Association or the Board of Education as past practice or precedent.

4. This MOU shall expire on June 30, 2027.

5. The provisions of the Collective Bargaining Agreement not altered by this MOU shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of this MOU or the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

FOR THE ASSOCIATION:

7.28.25
Date

FOR THE BOARD:

Board President

7-28-25
Date

MEMORANDUM OF AGREEMENT

Innovative Engaged Learning Pilot

- Pilot classes or programs may be initiated either by members individually or in collaboration with the district.
- Members involved in implementing the pilot shall be compensated for extended time based on their per diem rate of pay.
- The pilot program shall be student enrichment activities and shall not replace the core curriculum implemented during regular school hours. No courses will result in credit.
- Pilot programs may be implemented through intra-district open enrollment, allowing students to attend programs in buildings other than their assigned building.
- The delivery of pilot programs must be in-person and scheduled outside of the teachers daily schedule (8 a.m. through 4 p.m.).
- A building administrator must be present during the operation of the pilot program to provide support.
- The parties will establish a Joint Pilot Program Committee composed of equal numbers from the administration appointed by the Superintendent and the UAEA appointed by an Association co-president. The committee will oversee the approval, planning, implementation, funding and evaluation of pilot programs. A proposed budget for materials and supplies will be developed.
- The pilot program will conclude on June 30, 2027, unless otherwise extended based on the recommendations of the Joint Pilot Program Committee and agreed upon during contract negotiations for the successor agreement.

For the Board:

6-6-25

Superintendent Date

For the Association:

7.28.25

Co-President Date

Michelle Johnson 7-28-25

Co-President Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into this ___ day of June, 2024 by and between the Upper Arlington Education Association ("Association") and the Upper Arlington City School District Board of Education ("Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement ("Agreement");

WHEREAS, the Agreement contains a provision in Article XI, Section 11.16 for a Retirement or Separation Incentive; and

WHEREAS, the Agreement contains a provision in Article XI, Section 11.10 for Severance Pay; and

WHEREAS, it has come to the Parties' attention that certain bargaining unit members may have to delay the collection of their first retirement check from an Ohio retirement system due to not having met the age requirement for being able to collect an unreduced retirement benefit; and

WHEREAS, the Parties wish to honor the intent of the Agreement and ensure that staff members receive their retirement payout as negotiated; and

WHEREAS, the Parties wish to memorialize their agreement.

IT IS NOW THEREFORE AGREED as follows:

1. A bargaining unit member who meets the following qualifications shall be subject to the terms and conditions as outlined in this MOA:
    a. Any bargaining unit member who is utilizing the Retirement or Separation Incentive contained in Article XI, Section 11.16 (a) and Article XI, Section 11.16 (b), for the purpose of retirement, and
    b. That same bargaining unit member is not eligible to collect their first unreduced retirement benefit check from the Ohio retirement system until September 1 of later during the same calendar year, but not later than January 5 of the following calendar year, shall have the following provisions apply:
        i. After receiving the first unreduced retirement check from the Ohio retirement system, the individual bargaining unit member will submit to the Board a letter or other evidence that indicates the bargaining unit member has not worked for any employer who contributes to the same retirement system during the period of the bargaining unit member's last contract day with the Board until the date of the first retirement benefit check.
        ii. Should the first retirement check be issued September 1 – January 5 of the months immediately following the bargaining unit member's last contract day, the Board shall not be required to make payment

as required in Article IX, Section 11.16 (c). Rather, payment shall be made no later than sixty (60) days from the submission of the letter or other evidence to the Board.

iii. Payment of the Retirement or Separation Incentive shall be made according to the terms of the Accumulated Leave Plan provisions contained as an MOA in the Agreement between parties.

c. For any bargaining unit member meeting the criteria in Sections 1 (a) and (b) of this MOA, and who also qualifies for the Severance payment provision contained in Article XI, Section 11.10 of the Agreement, the following additional language shall apply.

i. Any bargaining unit member who submits the required confirmation of their retirement status as required in Article XI, Section 11.10 (d) and as additionally required via Section 1 (b)(i) of this MOA between January 1 and January 5 of the calendar year immediately following the school year during which the employee provided notice of intent to retire may receive their severance payment as outlined in Article XI, Section 11.10 (a) 1 no later than the last regularly scheduled pay day in March following the calendar year in which eligibility for severance pay is established.

ii. Payment of Severance shall be made according to the terms of the Accumulated Leave Plan provisions contained as an MOA in the Agreement between the parties.

2. Notwithstanding anything to the contrary in this MOA, any bargaining unit member subject to this MOA is still required to meet the qualifications and requirements of Sections 11.16 and 11.10 of the Collective Bargaining Agreement to be eligible to receive the Retirement or Separation Incentive under Article XI, Section 11.16 and Severance Pay under Article XI, Section 11.10.
3. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this MOA. This MOA shall not affect the interpretation of the Collective Bargaining Agreement, is based on the particular circumstances of this case and will not be used against the Association or Board as past practice or precedent.
4. This MOA shall be in full force and effect for the term of the current Agreement.
5. The provisions of the Collective Bargaining Agreement not altered by this MOA shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board:

8-28-25

Superintendent Date

For the Association:

7-28-25

Co-President Date

Michelle Johnson 7-28-25

Co-President Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered on this ___ day of May 2024, by and between the Upper Arlington Education Association (hereinafter the "Association") and the Upper Arlington City School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2024 through June 30, 2027 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Board has absorbed the preschool special education program formerly run by the Central Ohio ESC; and

WHEREAS, the Parties acknowledge that certain terms and conditions of employment for the bargaining nit members assigned to work at the preschool are not addressed in the current CBA; and

WHEREAS, the Parties have held discussion and reached agreement regarding identified areas of concern; and

WHEREAS, the Parties acknowledge that there are likely areas of concern that have yet to be identified and will require future negotiations; and

WHEREAS, the Parties wish to memorialize their agreement.

IT IS NOW THEREFORE AGREED as follows:

1. During the 2024-2025 school year, those bargaining unit members assigned to work at the preschool shall have their workday structured as follows:

    a. Bargaining Unit Members' contract day shall be from 8:00 a.m. – 4:00 p.m.

    b. Student will be in attendance for the Morning Preschool Session from 9:15 a.m. – 11:45 a.m.

    c. Students will be in attendance for the Afternoon Preschool Session from 12:45 p.m. – 3:15 p.m.

2. The parties will meet to assess the structure of the student day prior to the end of the 2024-2025 school year. Should a modification to the student day for the 2025-2026 school year be a point of discussion between the parties, the language contained in Article XII, Section 12.4 shall not apply.

3. Each preschool Intervention Specialist and/or Related Service Provider (OT, PT, and SLP) shall be provided an additional one (1) day of release

time per trimester to complete required paperwork and/or to conduct home visits. This release time shall be mutually scheduled with the Chief Student Services Director/Designee and may be taken in half (½) day increments.

4. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this MOA. This Memorandum of Agreement shall not affect the interpretation of the Collective Bargaining Agreement, is based on the particular circumstances of this case and will not be used against the Association or Board of Education as past practice or precedent.

5. This MOA shall be in effect for the 2024-2025 school year only and shall prevail over any conflicting term of the Agreement.

6. The provisions of the Agreement not altered by this MOA shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board

6-6-25

Superintendent Date

For the Association

7-10-25

Co-President Date

7-25-25

Co-President Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into this ___ day of August, _____ by and between the Upper Arlington Education Association ("Association") and the Upper Arlington City School District Board of Education ("Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement ("Agreement");

WHEREAS, the Board has created five (5) Exploration Hour positions at the elementary schools in the District ("Positions");

WHEREAS, five (5) staff members volunteered for the Positions and were assigned to the Positions;

WHEREAS, the Parties have discussed the assignment of staff members holding the Positions for the 2024-2025, 2025-2026, and 2026-2027 school years if the Positions no longer exist; and

WHEREAS, the Parties wish to memorialize their agreement.

IT IS NOW THEREFORE AGREED as follows:

1. Should the Positions not exist, any staff member assigned to the Positions shall be reassigned with the Superintendent utilizing his authority under Article VII, Section 7.3 a.

    a. Any individual displaced as a result of the staff member being reassigned shall also be reassigned by the Superintendent to a position for which they are licensed should a position exist.

    b. Each staff member reassigned shall be reassigned to a position with an equivalent FTE status.

    c. Should no such position exist, the staff member may be offered a lesser FTE status position. In this circumstance, the staff member shall have the ability to accept the lesser FTE position or elect to be laid off.

        1. Should the staff member elect to be laid off, the staff member shall retain the right of recall for a period of sixty (60) months from the effective date of the layoff rather than the thirty-six (36) month time period as outlined in 7.8 d.

2. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this MOA. This MOA shall not affect the interpretation of the Collective Bargaining Agreement, is

based on the particular circumstances of this case and will not be used against the Association or Board as past practice or precedent.

3. This MOA shall be in effect so long as the Positions still exist and shall prevail over any conflicting term of the Agreement.

4. The provisions of the Collective Bargaining Agreement not altered by this MOA shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board:

8-6-25

Superintendent Date

For the Association

7.28.25

Co-President Date

7-28-25

Co-President Date

DISTRICT PAID ACADEMIC SUPPLEMENTALS

ACADEMIC SUPPLEMENTAL	Category on Schedule
HIGH SCHOOL	
Freshman Class Advisor - HS	3
In the Know Advisor - HS	4
Marching Band Assist. (75%) - Percussionist - HS	4
Concert Band Director - HS	5
Junior Class Advisor - HS	5
Pep Band Director - HS	5
Sophomore Class Advisor - HS	5
Symphonic Band Director - HS	5
Senior Class Advisor - HS	6
WARL Advisor - HS	6
Student Council Advisor - HS	7
Arlingtonian Advisor - HS	8
Drama Director - HS	8
Norwester Advisor - HS	8
Speech and Debate Advisor - HS	8
Marching Band Assist Director (75%) - HS	9
Marching Band Director - HS	9
Orchestra Assist Director (75%) - HS	10
Orchestra Director - HS	10
Vocal Music Assist. Director (75%) - HS	10
Vocal Music Director - HS	10
MIDDLE SCHOOL	
Math Counts Advisor - MS	3
Student Council Advisor - MS	4
Band Director - MS	5
Choir Director- MS	5
Orchestra Assist Director (75%) - MS	5
Orchestra Director - MS	5
Stage Production Assist - MS	5
Yearbook Advisor- MS	5
Yearbook Asst. Advisor (75%) - MS	5
Stage Production Producer - MS	6
Stage Production Director - MS	7
Stage Production Music - MS	7
ELEMENTARY SCHOOL	
Choir Director - Elementary	4
Safety Patrol Advisor - Elementary	4
Student Council Advisor - Elementary	4

- If two sports teams need to be combined, and two head coaches have been hired, the District will hire co-head coaches and provide notification to the UAEA. In these circumstances, assistant coaches may or may not be hired.
- Prior to the end of the supplemental contract, the Human Resources Department will send an email to each supplemental holder. The email will notify the supplemental contract holder that it is assumed they wish to remain in the position for the following school year, unless they notify the Human Resources Department otherwise. This does not prevent the District from positing a supplemental position if the District determines a change needs to occur and it does not prevent the supplemental contract holder from relinquishing the supplemental position at the conclusion of the supplemental contract.
- Should the Parties identify existing supplemental positions that are missing from these schedules, the Parties will meet and determine whether the supplemental schedules need to be updated.

ATHLETIC SUPPLEMENTAL	Category on Schedule
HIGH SCHOOL	
HS Boys Basketball Head Coach	11
HS Boys Basketball Asst Coach	11
HS Boys Football Head Coach	11
HS Boys Football Asst Coach	11
HS Girls Basketball Head Coach	11
HS Girls Basketball Asst Coach	11
HS Girls Swimming Head Coach	10
HS Girls Swimming Asst Coach	10
HS Boys Swimming Head Coach	10
HS Boys Swimming Asst Coach	10
HS Girls Volleyball Asst Coach	10
HS Girls Volleyball Head Coach	10
HS Wrestling Head Coach	10
HS Wrestling Asst. Coach	10
HS Baseball Head Coach	9
HS Baseball Asst. Coach	9
HS Ice Hockey Head Coach	9
HS Ice Hockey Asst Coach	9
HS Boys Head Lacross Coach	9
HS Boys Asst Lacrosse Coach	9
HS Boys Crew Head Coach	9
HS Boys Crew Asst. Coach	9
HS Boys Track Head Coach	9
HS Boys Track Asst. Coach	9
HS Boys Volleyball Head Coach	9
HS Boys Volleyball Asst. Coach	9
HS Girls Crew Head Coach	9
HS Girls Crew Asst. Coach	9
HS Girls Lacrosse Head Coach	9
HS Girls Lacrosse Asst. Coach	9
HS Girls Track Head Coach	9
HS Girls Track Asst. Coach	9
HS Boys Baseball Head Coach	9
HS Boys Baseball Asst Coach	9
HS Boys Soccer Head Coach	9
HS Boys Soccer Asst Coach	9
HS Girls Soccer Head Coach	9
HS Girls Asst Soccer Coach	9
HS Gymnastics Head Coach	9
HS Gymnastics Asst Coach	9
HS Girls Softball Head Coach	9
HS Girls Softball Asst. Coach	9
HS Girls Volleyball Head Coach	9
HS Girls Volleyball Asst Coach	9
HS Boys Tennis Head Coach	8
HS Boys Tennis Asst Coach	8
HS Girls Tennis Head Coach	8
HS Girls Tennis Asst Coach	8

ATHLETIC SUPPLEMENTAL	Category on Schedule
MIDDLE SCHOOL	
MS 7th Grade Head Football Coach	7
MS 7th Boys Football Asst Coach	7
MS 8th Grade Football Head Coach	7
MS 8th Boys Football Asst Coach	7
MS Boys Wrestling Head Coach	7
MS Boys Wrestling Asst Coach	7
MS 7th Grade Girls Basketball Head Coach	7
MS 8th Grade Girls Basketball Head Coach	7
MS 7th Grade Boys Basketball Head Coach	7
MS 8th Grade Boys Basketball Head Coach	7
MS Boys Track Head Coach	6
MS Boys Track Asst Coach	6
MS Girls Track Head Coach	6
MS Girls Track Asst Coach	6
MS Boys Volleyball Head Coach	6
MS Boys Volleyball Asst Coach	6
MS Girls 7th Grade Volleyball Head Coach	6
MS Girls 8th Grade Volleyball Head Coach	6
MS 7th Grade Boys Head Lacrosse Coach	6
MS 7th Grade Girls Lacrosse Head Coach	6
MS 8th Grade Boys Lacrosse HeadCoach	6
MS 8th Grade Girls Lacrosse Head Coach	6
MS 7th Grade Softball Head Coach	6
MS 8th Grade Softball Head Coach	6
MS 7th Grade Baseball Head Coach	6
MS 8th Grade Baseball Head Coach	6
MS Boys Golf Head Coach	6
MS Girls Golf Head Coach	6
MS Cross Country Head Coach	6
MS Cross Country Asst Coach	6
MS Boys 8th Grade Soccer Head Coach	6
MS Boys 7th Grade Soccer Head Coach	6
MS Girls 8th Grade Soccer Head Coach	6
MS Girls 7th Grade Soccer Head Coach	6
MS 7th Gr. Basketball Cheer Head Coach	6
MS 8th Gr. Basketball Cheer Head Coach	6
MS 7th Gr. Football Cheer Head Coach	6
MS 8th Gr. Football Cheer Head Coach	6
MS 7th Gr. Field Hockey Head Coach	6
MS 7th Gr. Field Hockey Asst. Coach	6
MS 8th Gr. Field Hockey Head Coach	6
MS 8th Gr. Field Hockey Asst. Coach	6
MS Girls Head Tennis Coach	6
MS Boys Tennis Head Coach	6

HIGH SCHOOL (CONTINUED)	
HS Boys Cross Country Head Coach	8
HS Boys Cross Country Asst Coach	8
HS Boys Golf Head Coach	8
HS Boys Golf Asst Coach	8
HS Girls Golf Head Coach	8
HS Girls Asst Golf Coach	8
HS Girls Cross Country Head Coach	8
HS Girls Cross Country Asst Coach	8
HS Girls Field Hockey Head Coach	8
HS Girls Field Hockey Asst Coach	8
HS Basketball Cheer Head Coach	7
HS Basketball Cheer Asst Coach	7
HS Boys Water Polo Head Coach	7
HS Boys Water Polo Asst Coach	7
HS Football Cheer Head Coach	7
HS Football Cheer Asst Coach	7
HS Girls Water Polo Head Coach	7
HS Girls Water Polo Asst Coach	7

* Head coaches are paid 100% and Asst. coaches are paid 65% of amount on schedule (based on category and years of coaching).

- If two sports teams need to be combined, and two head coaches have been hired, the District will hire co-head coaches and provide notification to the UAEA. In these circumstances, assistant coaches may or may not be hired.
- Prior to the end of the supplemental contract, the Human Resources Department will send an email to each supplemental holder. The email will notify the supplemental contract holder that it is assumed they wish to remain in the position for the following school year, unless they notify the Human Resources Department otherwise. This does not prevent the District from positing a supplemental position if the District determines a change needs to occur and it does not prevent the supplemental contract holder from relinquishing the supplemental position at the conclusion of the supplemental contract.
- Should the Parties identify existing supplemental positions that are missing from these schedules, the Parties will meet and determine whether the supplemental schedules need to be updated.

Self-Assessment Summary Tool

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

Name:
Date:

	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 populations			
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 goal-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 productively 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 continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

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 district and/or building improvement plan(s). The Professional Growth Plan 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 for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear 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)

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 & Resources to Achieve Goal(s)**	**Qualitative or Quantitative Measurable Indicators:** Evidence Indicating Progress on the Goal(s)	**Dates Discussed**
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

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.

☐

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—List specific goal(s) 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)

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 Progresson 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 alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

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.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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 thefollowing.

- ☐ 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 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.

Optional Form – not required

Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

Sample Pre-Conference Questions to Guide a Coaching Conversation

The questions provided are intended to guide thinking and conversation: every question DOES NOT need to be answered and may not be relevant toevery observation.

INSTRUCTIONAL PLANNING

1.1 FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

1.2 KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

1.3 LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

1.4 CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

1.5 ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

1.6 PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Optional Form – not required

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations
Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions
The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.

1.
2.
3.
4.
5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
    - Review Conference Process
    - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
    - Discuss identified focus area(s)
    - Ask self-reflection question/s
    - Provide evidence from notes
    - Share resources and supports

3. Present evidence and rating connected to the rubric.

FINAL March 27, 2020

Using High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meetstudent learning needs is key in making sound instructional decisions for students. The teacherevaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.*

It is recognized there are many types of data that can be used to support student learning, andthe data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

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

- ☐ Align to learning standards
- ☐ Measure what is intended to be measured
- ☐ Be attributable to a specific teacher for course(s) and 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 weaknessesof an entire class, as well as individual students
- ☐ Informing instruction and adapting instruction to meet student need based upon theinformation gained from the data analysis
- ☐ Measuring student learning (achievement and/or growth) and progress towards achievingstate and local standards

*LEGAL REFS. ORC 3319.111; 3319.112

FINAL March 27, 2020

High-Quality Student Data Verification Form

Teacher Name: Evaluator Name:

Content Area(s): Grade Level(s):

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

1.

2.

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 learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and 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 aspart of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths andweaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon theinformation gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments:

Teacher Signature: Date:

HQSD Approval Signature: Date:

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 pre-conference, 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, artifacts, portfolios, 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) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two 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 and progress monitoring.
	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 plans lessons that use the input and

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	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 teacher's 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 align 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.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of studentdata, pre-conference, artifacts, student surveys*	**Planning instruction for the wholechild** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

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, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learnioals.	The teacher is consistent and effective in communicating appropriate,needs-based, differentiated learning goals, expectationsfor mastery and models of exemplary performance to 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 does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniquescheck for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content- specific, developmentally appropriate language and content-specific strategies to engage students. The teacher'scommunication strategies and questioning techniques engagestudents in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or 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.
	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. 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.	Learning is primarily teacher directed. Students participate in whole class learning activities. 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.	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 class learning opportunitiesto 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.	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 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 andchallenging for all students, while supporting the various learning needs of individual students.

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, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**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 lossof 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 areeffective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidenceof rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidenceof rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and 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 inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but doesnot address them effectively.	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.	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 andthe class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. 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 makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learningwith students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate tomeet the needs of groups of students. The teacher shares evidenceof student learning with parents and students to plan instruction to meet student needs.	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 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 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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistentlyor unsuccessfully uses communication and engagement strategies with students 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.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistentlyor unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleaguesto examine instructional practice and analyze patterns in student work andstudent 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, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lackof 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 federalregulations, 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 beyondthe classroom. The teacher helpsshape policy at the school, district or state level.

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 meetthe goals.	The teacher sets short-term and long-term professional goals and monitors progressin 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.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

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

Directions: This form serves as a record of a walkthrough by the teacher's 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 learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ 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**

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 Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ Date _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Final March 27, 2020