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AGREEMENT BETWEEN THE UPPER SCIOTO VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

UPPER SCIOTO VALLEY TEACHERS ASSOCIATION

Effective through
June 30, 2027

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ARTICLE 1 - TERM OF AGREEMENT AND SIGNATURES

This Agreement shall become effective as of signing and shall remain in full force and effect through and including 12:00 p.m., June 30, 2027.

Signed by authorized representatives of the parties this 15th day of July 2024.

Upper Scioto Valley Teachers Association

President

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Upper Scioto Valley Local School District Board of Education

Superintendent

Treasurer

Negotiating Team Board Member

Negotiating Team Board Member

ARTICLE 2 - RECOGNITION

A. The Upper Scioto Valley Local School District Board of Education ("Board") recognizes the Upper Scioto Valley Teachers Association ("Association"), OEA/NEA as the sole and exclusive representative for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional certificated personnel, both full-time and regular part- time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration, classroom teachers, guidance counselors, librarians, nurses, any certificated employee hired to act as Athletic Director who is not a supervisor or management level employee as defined in O.R.C. §4117.01(F), and substitutes working sixty (60) consecutive days or more in a school year.

B. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Dean of Students, Athletic Director when the person is hired as an administrative employee, and all non-certificated employees, substitutes working less than sixty (60) consecutive days in a school year, seasonal and casual employees, and other administrative personnel as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

A. Directing Requests: Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his/her designee. Requests from the Board will be made in writing to the President of the Association. Requests for negotiations shall be submitted between ninety (90) and one hundred twenty (120) days prior to the expiration of the contract term.

B. Negotiation Meetings: The first bargaining session shall be held at a mutually agreed time and date within fourteen (14) days of the request. All proposals by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall be scheduled evenly between the regular employee workday and late afternoon/evening as mutually agreed to by the parties. Time and dates as used in this Article may be changed by mutual agreement.

C. Representation: Negotiating teams consisting of up to five (5) representatives of the Board and up to five (5) representatives of the Association shall meet at mutually agreed times to bargain in good faith. The Board and the Association may engage a professional consultant at their own expense who may serve as a**n** employee of the negotiating team; however, nothing in this Article shall prohibit the Board and the Association from mutually agreeing that such professional consultants shall not be employees of the bargaining teams. Other than what is specifically expressed in this Article, neither party in any negotiations shall have any control over the negotiating nor bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be sent to the State Employment Relations Board. The Board shall make copies of District Policies and the Agreement available in the office within thirty (30) days after the Agreement has been signed.

D. Information: Upon reasonable written request, the Board and the Association shall provide the other, within a reasonable time, with available information and data which reasonably would assist the requesting party in formulating proposals and counterproposals, or in assessing the other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student record laws.

E. While Negotiations Are in Progress:

1. Caucus - The Chairman of either group may recess his/her group for independent caucus of reasonable duration at any time.

2. Protocol -No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other employee as a result of participation in the negotiation process.

3. Item Agreement - As negotiation items receive tentative agreement they shall be reduced to writing, dated and initialed by each party.

4. Schedule of Meetings - Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. Agreement: When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Association for ratification and to the Board for approval. The Board shall have the responsibility of preparing the initial draft of the Agreement within seven (7) days after the tentative agreement is reached. The Association shall be responsible for proofing the document and informing the Board of any and all corrections needed to the document within seven (7) calendar days after receipt of

the initial document draft. The Board will make the agreed upon document available on the school website.3

G. Disagreement:

1. In the event the parties are unable to reach agreement, at any time prior to forty-five (45) days before the expiration date of this Agreement, either may call for mediation. A joint letter shall be written by the parties to this Agreement and sent within three (3) calendar days to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a mediator.

2. The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

3. In the event the employees of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code, which states:

> "Public employees other than those listed in division (D) (l) of 4117.14 have the right to strike under Chapter 4117, of the Revised Code provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and the SERB; however, the SERB, at its discretion, may attempt mediation at any time."

and Section 4117 .18(C) of the Ohio Revised Code, which states:

> "No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code."

H. Good Faith Bargaining: The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement with the intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain does not mean that neither party is compelled to agree to a proposal, nor does it require the making of a concession. In the event of impact bargaining, the timelines and dispute procedure will be the same as in Article 3(G).

I. Dispute Settlement Procedure: The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed to by the parties.

ARTICLE 4 – DEFINITIONS

The following definitions apply to this Agreement unless expressly provided otherwise.

A. "Association" means the Upper Scioto Valley Teachers- Association (USVTA), its affiliated organizations: National Education Association (NEA), and Ohio Education Association (OEA), and persons acting on behalf of the Association or any affiliated organization.

B. "Board" means the Upper Scioto Valley Local School District Board of Education, its Administrators and others authorized to act on its behalf.

C. "Days" means school day during the regular school year and Monday through Friday other than holidays during the summer.

D. "District" means Upper Scioto Valley Local School District.

E. "Teacher" means an employee of the Board in the bargaining unit described in Article 2 of this Agreement.

F. "Immediate Supervisor" means the supervisor(s) to whom the teacher directly reports in relation to the subject or issues involved.

G. "Full Time" means an employee who is employed to perform a full day's work as defined in this contract.

H. "Part Time" means an employee who works less than full time. Fringe benefits for bargaining unit member who work less than full-time shall be prorated.

I. "Impact Bargaining" means bargaining that takes place during the term of this contract over any changes that affect or effect the wages, hours, terms, or other conditions of employment.

ARTICLE 5 - SEVERABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees, and terms of this Agreement prevail over any state statute to the contrary. If, however, any specific provision of this Agreement is invalidated by ruling of a court of competent jurisdiction or subsequent change in law, the parties shall, upon timely written request of the other, meet to negotiate in good faith regarding any necessary change in this Agreement. All other provisions of this Agreement which have not been invalidated shall continue in full force and effect in accordance with their terms.

ARTICLE 6 - REDUCTION IN FORCE

When it is necessary to reduce the number of teaching positions because of decreased enrollment of pupils, suspension of schools or territorial changes affecting the District, return to duty of regular employees after leaves of absence, financial reasons as determined by the Board, abolishment of positions, or program or curriculum changes, the Board shall follow the following procedures in effecting its reduction in force ("RIF"):

A. Attrition: Where known and where possible, the number of persons affected by a RIF will be kept to a minimum by not employing replacements insofar as practicable for employees who retire, resign, or whose limited contracts are not renewed.

B. Reduction Other Than by Attrition: To the extent that reductions are not achieved through attrition, the Board shall suspend contracts as necessary, of employees currently assigned to the affected teaching field(s) affected. Suspension of a limited contract employee and/or any related recall rights as set forth in this Article shall not operate to extend the length of the affected employee's limited contract beyond the date on which it otherwise would expire.

1. Seniority Process

a. The Board shall give preference to employees on continuing contracts within the teaching field(s) affected when implementing reduction in force.

b. Other factors the Board will take into consideration when implementing reduction in force are:

- performance evaluation
- student performance

c. The Board will only take the concept of "seniority" into account in implementing reduction in force when employees within the teaching field(s) affected have comparable evaluations. The term "comparable evaluations" shall mean:

1) employees rated as "Accomplished" and "Skilled" shall be comparable; and

2) employees rated "Developing"; and

3) employees rated as "Ineffective"

For the purposes of this Article, "seniority" shall mean the length of continuous full-time and regular part-time service in the District, inclusive of authorized leaves of absence.

d. The Superintendent shall place on teaching field lists within their area(s) of certification as follows: first, employees on continuing contracts shall be listed; next, employees on limited contracts shall be listed. The Superintendent shall provide current teaching field lists to the Association President by October 1 of each school year and a revised list prior to the actual suspending of contracts.

2. RIF Recall List

a. Employees whose contracts have been suspended shall be placed on a recall list. The Board shall provide the Association President with a copy of the list, updated as appropriate.

b. Employees on the recall list shall have recall rights in the order of their placement on the list(s) described above to fill vacancies for which they are certified and qualified. Employees on limited contracts shall remain on the recall list for two (2) years from the employee's last payday after suspension. Employees who are on a continuing contract at the time of suspension shall have recall rights as set forth in R.C. Section 3319.17. Tutors who are placed on a recall list while employed in a tutor position shall only have the right of recall to a vacant tutor position. Tutors shall not have the right of recall to a regular classroom teaching position.

c. The Board shall only extend a job opening to fill a vacancy to substitute employees or persons outside the District after each properly certified and qualified employee on the recall list, excluding tutors, has been given an opportunity to accept the position. The granting of a leave of absence to an employee will not be considered to create a vacancy, nor will the decision to leave a position vacant from attrition.

3. Notice of Recall

a. In the event of recall as provided above, the Superintendent shall send the most properly certified and qualified employee on the recall list a written offer of employment by certified mail to his/her most recent address on school records. It is the employee’s obligation to keep his/her address and status of certification current on District records. If the employee does not accept the offer in writing seven (7) days following the delivery or first attempted delivery of the letter, then his/her name shall be removed from the recall list and his/her employment rights with the Board shall be deemed terminated. The job shall then be offered, in the same manner, to the next most properly certified and qualified employee on the recall list.

b. If a limited contract employee fails to accept an offer of recall on a timely basis, rejects an offer, or has been on the recall list for over two (2) years since the effective date of the suspension, his/her name shall be removed

from the recall list. If a continuing contract employee fails to accept an offer of recall on a timely basis or rejects an offer, his/her name shall be removed from the recall list.

c. An employee who accepts an offer of recall shall be credited with the sick leave accumulated prior to the suspension and the years of service earned prior to the suspension, for salary schedule purposes.

C. State and Federal Law: Exceptions to preferences for retention or recall based on seniority may be made when necessary to comply with state and federal laws regarding employment.

ARTICLE 7 - SUPPLEMENTAL CONTRACTS

A. Employees who are employed and are to be compensated by the Board for approved supplemental duties, in addition to regular teaching duties, shall be employed on "supplemental contracts." These contracts shall be separate from, and in addition to the regular teaching contract.

B. Employees of this bargaining unit will be hired if qualified, as determined by the Superintendent, and shall have priority consideration. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

1. duration of supplemental contract;
2. title of supplemental position;
3. amount of compensation; and
4. supplemental job description.

C. Supplemental job description and qualifications will be available to any employee upon request. Starting in August 2003, supplemental job descriptions will be reviewed every five (5) years by the Superintendent and an Association representative. Before revising any job description, the Superintendent will consider any input given by the Association representative.

D. Acceptance of a supplemental contract shall be voluntary.

E. Employees shall be compensated for supplemental duties for which they are employed in accordance with the Supplemental Salary Schedule below. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position listed on the schedule is filled, the compensation for it shall be in accordance with the Supplemental Salary Schedule below.

F. All supplemental contracts shall be limited contracts and shall be automatically nonrenewed at the expiration of their term without the need for any administration or Board action. The evaluation requirements contained in O.R.C. §3319.111 and this Agreement, and the procedural due process and evaluation requirements contained in O.R.C. §3319.11 shall not apply to supplemental contracts.

G. UPPER SCIOTO VALLEY LOCAL SCHOOLS SUPPLEMENTAL SALARY SCHEDULE – See Appendix A 1

ARTICLE 8 - ASSOCIATION RIGHTS

A. The Association shall have the right to make reasonable use of bulletin boards in employees' lounges to post informational notices and may make use of District intra-school mail. Any notice posted by either the Association or on behalf of the Board shall be identified as such. Unsigned or unidentified notices shall be removed from the bulletin boards.

B. An employees' lounge will be provided.

C. Authorized representatives of the Association may transact Association business on school property. The transaction of such Association business shall not interfere with the regular employee workday or with other school activities. Upon advance written request and permission of the appropriate Administrator, the Association may use District buildings for meetings outside the regular employee workday. The appropriate administrator shall not unreasonably withhold permission for the Association to use District buildings.

D. The Superintendent shall make available a copy of the agenda to the Association President a minimum of one (1) day prior to each Regular Board of Education Meeting. Board meeting minutes shall be available on the district website within seven (7) days after a Board Meeting.

E. Provided the Association gives advance notice to the appropriate administrator, an Association representative shall be given reasonable time for announcements and discussion of Association activity at faculty meetings.

F. The Board and the Association shall, upon written request, furnish the other within a reasonable time available, non-confidential information in its existing form, which is relevant to proper subjects of bargaining, or which is directly related to and necessary for Administration of the terms of this Agreement.

G. Dues Deduction: The Board shall make payroll deduction of Association dues on the following basis:

1. Payroll deduction of Association dues and fees shall be made upon the written authorization of an employee. The authorization shall be continuous from school year to school year until revoked in writing by the employee to the Association Treasurer with a copy sent to the District, or until the employee is separated from employment or goes on unpaid status. Upon re-employment or resumption of paid status, the deduction shall automatically resume unless the authorization has been revoked.

2. The amount of dues to be deducted shall be in accordance with the terms of the authorization. If the authorization so provides, the amount of dues to be deducted may be increased or decreased from school year to school year, upon receipt by the Treasurer of written notice of such change on or before the second Friday after instruction begins. Dues shall be deducted in twenty-two (22) approximately equal installments from employee paychecks, beginning with the first pay of October. The dues of an employee who does not work a full work year shall be prorated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

3. With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees promptly to remit such monies to the Ohio Education Association along with an alphabetical list of employees for whom such deductions have been made and any changes that may have occurred since the previous list.

4. A payroll deduction will be made for EPAC contributions for those employees signing an official authorization.

H. Council:

1. A Council shall be formed. The Council shall consist of the USVTA President and a designee.

2. The purpose of the Council will be to provide a vehicle for communication between the employees and the administrative employees. The Council shall meet with the appropriate Principal once a grading period at the request of either principal or council to discuss matters of concern to either or both parties. Minutes of these meetings will be sent to the Association President and the Superintendent.

I. Labor Management Meetings:

1. The Superintendent shall meet once a grading period with the Association President or his/her designee at the request of either party to discuss matters of concern to either or both parties.

2. The employee organization rights set forth in this Article shall be exclusive as to the Association. However, nothing in this Article shall be construed to impair or restrict the rights of individual employees or management to present views and obtain information in accordance with established procedures.

J. Liaison Days: The Board will grant three (3) days total of release time from employee duties for the Association as representatives of the certificated employee. Minimum use will be in one-half (.5) day blocks.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. Definitions Concerning Grievances:

1. "Grievance" is a claim by the Association or by one or more employees that there has been a violation, misinterpretation or misapplication of a provision of the Agreement. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed-upon by both parties and supplied by the Association:

    a. Aggrieved employee's name and signature;
    b. Date grievance was filed in writing;
    c. Date and time grievance occurred;
    d. The location where the grievance occurred;
    e. A description of the incident giving rise to the grievance;
    f. Specific articles and sections of the Agreement violated; and
    g. Desired remedy to resolve the grievance.

2. "Aggrieved Person" shall mean any person(s) in the bargaining unit making a complaint or the Association. In the event more than one person files the same complaint, each shall sign the grievance. Such a person or group may be represented by a representative of the Association's choosing at any formal level of this procedure.

3. "Bargaining Unit" shall consist of persons included in the bargaining unit in the Recognition language (Article 2) of this Agreement.

4. "Time limits" contained in this section shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from

the District due to vacation, professional leave or emergency business, the appeal period shall be extended in writing to accommodate such absence.

5. "Day" means school day during the regular school year and Monday - Friday (other than holidays) during summer.

B. Purpose of Grievance Procedure: The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to the grievances of all employees in the bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Informal Procedure: Level One: An aggrieved person with a grievance shall first discuss it with the immediate supervisor within ten (10) days of the date of the incident giving rise to the grievance, for the purpose of resolving the matter informally. The employee may have an Association representative present at this meeting.

D. Formal Grievance Procedure:

1. Level Two:

a. If an aggrieved person is not satisfied with the outcome of the informal procedures, he/she may present his/her claim, within ten (10) days of the date of the incident giving rise to the grievance as a formal grievance in writing to the immediate supervisor and to the Association. Forms (Appendix D) for this purpose shall be available in the school office.

b. The immediate supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Association and to the Superintendent.

2. Level Three:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file a written grievance with the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the immediate supervisor within five (5) days.

b. The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person, an Association representative, and all parties involved, for the purpose of resolving the grievance.

c. The Superintendent shall, within five (5) days after this hearing, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the principal and the Association.

d. If the aggrieved person is not satisfied with the disposition of the Superintendent on a grievance concerning Board policy, he may appeal to the Board by filing a written appeal with the Treasurer within five (5) days of receipt of the Superintendent's disposition. If such an appeal is timely filed, the grievant may appear before the Board in executive session with Association representation to present the grievance, at the next regular Board meeting or at a special meeting called by the Board for that purpose within thirty (30) days of the filing of the appeal. The Board shall send the grievant, the Association President and the Superintendent a copy of its disposition of the grievance within ten (10) days of the meeting. The Board's disposition of a policy grievance may not be appealed to arbitration.

3. Level Four:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three on a grievance alleging a violation, misinterpretation or misapplication of this Agreement, he/she may, within five (5) days, request in writing that the Association submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

b. The Association shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration.

c. Within five (5) days after the Superintendent's receipt of the request for arbitration, the parties shall jointly petition the American Arbitration Association for a list of fifteen (15) arbitrators from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

d. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the Voluntary Rules and Regulations of the American Arbitration Association.

e. The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

f. The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Administration, and the Association and the grievant(s).

g. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

h. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, law.

4. Costs for the services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

E. Scope of Grievance Application:

1. This grievance procedure governs all employees of the bargaining unit of the District.

2. A grievance may be withdrawn by the Association at any time without harm or loss to either party.

F. Professional Rights Provision: No reprisals of any kind will be taken by either party or by any employee of the Administration against any party in interest, any school representative, any Association representative, or any participant in the grievance procedure by reason of such participation.

G. Miscellaneous Grievance Procedure:

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual written consent.

2. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time.

3. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

H. Exclusivity of the Grievance Procedure:

1. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof.

2. It is expressly understood and agreed that neither the Association nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance and which has or could have been taken to arbitration Level Four within this grievance procedure.

3. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.

4. It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Agreement.

ARTICLE 10 - LEAVES OF ABSENCE

A. Sick Leave:

1. Advance of Sick Leave: Upon written request five (5) days of sick leave shall be advanced per contract year by the Superintendent if a teacher has no sick leave available for use consistent with the terms of this Article. An additional five (5) days of sick leave may be advanced per contract year by the Superintendent for sick leave needed by an employee who has no sick leave available for use consistent with the terms of this Article. However, advance of sick leave may not be requested by an employee if the employee has a negative sick leave day balance. In addition, any advanced sick leave days must be repaid to the District by the employee prior to the employee's departure from employment with the District. Repayment can be made either by the District recouping the equal number of days advanced from the employee's accumulated sick leave balance; or by the employee remitting payment directly to the District for the equivalent dollar value amount of the advanced sick leave days not yet repaid upon the employee's departure.

2. Accumulation of Sick Leave: Professional personnel will earn sick leave at the rate of one and one-fourth (1 1/4) days per month, which is fifteen (15) days

annually. An employee may accumulate up to two hundred forty (240) sick leave days.

3. Use of Sick Leave - Personal: Employees may use sick leave for absences due to personal illness, injury which requires medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.

4. Use of Sick Leave - Immediate Family: Sick leave may also be used for illness, or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child, stepchild, foster child, grandchild, grandparent or any other relative living under the employee's roof or upon Superintendent approval.

5. Use of Sick Leave- Death in the Immediate Family: Sick leave may also be used for death in the employee's immediate family. In this section immediate family is defined to include all relatives listed in Section 4, plus brother-in-law, sister-in- law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew, niece and nephew-in-law, aunt/uncle-in-law, grandparents-in-law and other relatives as approved by the Superintendent.

6. Limitations:

    a. Professional employees shall limit the use of leave under Section 4 and 5 to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.

       Use of sick leave for death in the immediate family shall initially be limited to three (3) days, except for in the case of mother, father, son, daughter, spouse. Additional leave may be granted upon approval of the Superintendent.

    b. All absences which qualify for sick leave will be deducted from sick leave. Personal days may not be used as an alternate for sick leave.

    c. Sick leave may only be used in half-day or whole-day units.

7. Requests:

    a. Other than extreme emergencies, professional employee shall notify his/her principal or designee of any absences no later than 6:30 a.m. on the day of the absence so that appropriate arrangements can be made to

secure a substitute. Except in emergency situations, lesson plans from the teaching employee must be available to the substitute.

b. Following the absence, the employee, upon request of the Superintendent, shall furnish a written, signed statement justifying the use of sick leave including the name and address of the attending physician if medical attention was required. ORC §3319.141.

c. The employee bears full responsibility for completing the appropriate EAC entry and submitting it within three (3) days after the employee returns to school.

d. Falsification of this statement is grounds for suspension or termination of employment as provided in O.R.C. §3319.081 and 3319.16.

e. Failure to submit this statement within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate EAC entry is made.

f. If an employee is absent for five (5) consecutive days or ten (10) days per semester, the Superintendent is permitted to direct the employee to be examined by a physician during the period of sick leave at the Board's expense. Pregnancy and catastrophic illnesses will be excluded.

g. The Superintendent and the Board reserve all rights pursuant to ORC §3319.141, 3319.13, and 3313.71.

B. Childbirth and Parental Leave:

1. An employee may use her accumulated sick leave or request an unpaid medical leave, or a combination of the two, for disability related to her pregnancy, miscarriage, or childbirth and recovery therefrom. In the case of leave related to childbirth, the employee shall submit a written statement to the Superintendent at least six (6) weeks before the expected delivery date advising as to her intended use of sick leave, requesting any unpaid leave, and stating the anticipated date of her return to teaching duties.

2. Prior to or within one (1) month after childbirth by the employee or the employee's spouse, he/she may submit a written request for unpaid leave in order to take care of the child. The Board shall grant such a requested leave:

   a. for the balance of either the semester or the school year during which the childbirth occurs, if the childbirth occurs before January 1; or

   b. for the balance of the school year plus the first semester of the following school year, if the childbirth occurs on or after January 1.

3. A "school year" encompasses July 1 through June 30.

4. Adoption of a child under the age of six (6) shall be considered a "childbirth" under this paragraph, with the date of the child's first residence in the employee's home being considered the date of birth.

C. Professional Leave:

1. Request for Leave:

   a. Upon proper written approval by the Administration, an employee may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally. Attending field trips with family members when not the teacher of record for the class going on the field trip is not an appropriate use of professional leave and will not be approved as such.

   b. Employees who attend such approved meetings or conferences shall be considered on duty without loss of salary or benefits. The approved leave shall not be deducted from sick leave or personal leave which has accrued to the employee.

   c. Requests for professional leave shall be submitted in writing on forms which shall be made available to all employees in the principal's and the Superintendent's offices. The employee must submit a written request to the appropriate Building Principal at least ten (10) workdays prior to the requested leave. After consideration, the principal will forward the written request to the Superintendent. However, when the absence of the Building Principal could cause untimely action on the leave request, the form may be submitted directly to the Superintendent

   d. Exceptions to the ten (10) day advance notice requirement may be made if the employee can show that he/she did not receive adequate advance notice of the opportunity. Request forms must be filled out in complete detail. Incomplete forms will be returned to the employee and will not be considered until they are completed and returned. Applications shall be considered on a first-come basis. The Superintendent's approval or disapproval of a professional leave request shall be final.

2. Reimbursement Requests:

   a. The Board shall advance to the employee the costs of registration fees for attending professional meetings and conferences, and shall reimburse the employee for the reasonable, necessary, and actual expenses of travel at the current IRS rate, not to exceed a total of five hundred (500) miles. The Board shall also reimburse the employee for the cost of required overnight accommodations to attend professional meetings/conferences at the meeting/conference rate established by the meeting/conference. But in no case shall the Board reimburse any amount for overnight

accommodations for professional meetings/conferences in excess of one hundred and fifty dollars ($150) per night. There will be no reimbursement of overnight accommodations for professional meetings and conferences that are located within Hardin County or adjacent counties.

b. Reimbursement forms with detailed receipts showing itemization of appropriate expenses for reimbursement must be submitted to the Superintendent within ten (10) days following the leave and must be accompanied by a written report giving an evaluation of the meeting, conference, or visitation.

c. Meal reimbursements provided for in this section shall be taxable through payroll in accordance with the IRS Fringe Benefit Guide for Federal, State and Local Governments. Meal reimbursements will be paid in the payroll following reimbursement form and receipt submission.

d. If the Superintendent disapproves the leave solely for cost reasons, the employee requesting the leave may take the requested leave, if approved otherwise, without loss of pay or benefits. In such circumstances, the Board shall bear the cost of any substitute, but the employee must bear all other costs of attending the meeting, conference, or visitation.

e. Employees who take students on day-long field trips will be reimbursed for admission fees while on the trip, if prior approval is given by the Principal.

D. Personal Leave:

1. In accordance with the terms of this Article, each employee may use three (3) days paid personal leave each school year. These days shall be "unrestricted," meaning that the employee need not supply a reason when entering the leave request in the EAC. These days may be used in whole or half day increments. Employees may not take personal leave during the first five (5) or the last five (5) days of the school year, unless there are other circumstances warranting the use of such leave, as approved by the Superintendent.

   At the end of each contract year, teachers that have unused personal days will have them automatically rolled into sick days if their current accrued sick days are 0-59 days. Teachers with 60 or more accrued days shall be paid for their unused personal days at a rate of $100 per day and $50 per half day.

2. Personal leave must be approved by the Superintendent. Except for emergencies that cannot be foreseen, requests for personal leave must be submitted to the Superintendent via the EAC at least three (3) school days prior to the intended absence. The Superintendent may limit the number of employees who take

personal leave on a particular day to ten percent (10%) of the total teaching staff in the District. His/her decision shall be final, although it shall not be arbitrary.

3. Personal Days will be prorated if less than a full-time employee.

E. Unpaid Leave of Absence:

1. A leave of absence for up to one (1) year may be granted by the Board of Education to employees of the bargaining unit (O.R.C. §3319.13).

2. An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent at least thirty (30) days prior to the proposed date of the leave. The Superintendent shall report the request to the Board at the next regular meeting.

3. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent in writing of such intention not later than April 1.

4. Upon return from a leave of absence, an employee shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. If the employee desires to purchase the leave year for STRS credit, the employee will pay his/her share and the Board's share of the contribution.

5. Employees using a Board approved unpaid leave of absence may be entitled to continue participation in group health, dental, vision and life insurance offered by the Board to the extent permitted by COBRA as well as the specific provisions of each such insurance plan, but only upon payment in full by the employee to the Board of the actual cost(s) of such participation.

F. Unpaid Personal Leave:

1. All requests for unpaid personal leave shall be submitted in the EAC at least five (5) days in advance of the day or days requested. However, if an emergency situation arises, the Superintendent should be notified as soon as possible. All unpaid personal leave will need approved by the Board. If approved, the employee is responsible for paying the full per diem cost of insurance. FMLA is excluded from this section.

2. Unpaid leave of absence may be granted for up to a maximum of five (5) days for special reasons as approved by the Superintendent. Unpaid leave of absence shall not be granted for purposes of vacation.

3. Unpaid leave of absence will not be granted if the employee has unused personal days.

G. Assault Leave:

1. "Assault" means the causing of or attempt to cause physical harm to an employee by any person when the employee charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.

2. Pursuant to and in accordance with Section §3319.143 of the Ohio Revised Code, assault leave shall be granted to an employee who:

    a. is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked; and

    b. files criminal charges against his/her assailant as soon as he/she is physically able.

3. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of thirty (30) working days.

4. An employee shall be granted assault leave according to the following rules:

    a. The incident resulting in the absence of the employee must have occurred during the course of employment with the Board while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that an employee may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the employee's performance of his/her job duties.

    b. Upon notice to the principal or Superintendent that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the Building Principal or Superintendent.

    c. To qualify for assault, leave the employee shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

    d. An employee shall not qualify for payment of assault leave until the appropriate entry has been made in the kiosk and any requested physician's statement has been submitted to the Superintendent.

e. Employees shall not be permitted to accrue assault leave.

f. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.

g. Payment under this Article shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

H. Sabbatical Leave:

1. An employee who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this Article for purposes of professional improvement. Employees requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the employee, and the District generally. The application and plan must be submitted by February 1 for leave beginning with the next school year, and by October 1 for leave beginning with the second semester. The Board shall act on the application and notify the employee of its action by March 30 and November 30, respectively, or as soon thereafter as possible.

2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one semester or one school year but may not exceed a total period of one (1) year. Approval or denial of sabbatical leave shall not be arbitrary.

3. An employee on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis. The Board shall pay a partial salary to an employee on an approved sabbatical leave, equal to but not to exceed the difference, if any, between the employee's regular contract salary and the replacement employee's salary.

4. The Board shall not grant sabbatical leave to the same employee more often than once in five (5) years of service to the District.

5. Within sixty (60) days after the expiration of the leave, the employee must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the employee must also present to the Superintendent a copy of the college or university transcript. The employee must teach in the District for at least one (1) year following expiration of the leave.

I. Court Leave:

1. An employee shall be excused for service on a jury without loss of pay or benefits so long as the employee promptly submits to the Treasurer proof of jury service and the remuneration, excluding mileage and any other cash disbursements, received for such service.

2. An employee shall be excused without loss of pay in order to serve as a witness in an Ohio Court of Law under the following conditions:

    a. the employee is served with a valid subpoena to appear;

    b. the matter upon which the employee is testifying is non-school related;

    c. the matter is not related to an employment issue or other matter in which an employee of the bargaining unit or the Association is a plaintiff, and the Board is a defendant in this case.

J. Return from Leave:

1. An employee shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on sabbatical leave or any approved unpaid leave. The leave shall not constitute a break in service, however, and the employee shall resume the sick leave and service credit which he/she had accumulated immediately before beginning the leave.

2. No employee shall be placed at any advantage or disadvantage in returning to a teaching position as a result of his/her absence. Upon return from any approved leave, an employee shall be placed in the same position he/she held immediately prior to the leave. However, Article 6 of this Agreement governing Reduction in Force applies in the event that the position no longer exists and Article 16 of this Agreement governing Vacancies and Transfers applies in the event that the position is no longer available.

L. Other Leave Category in EAC:

Teachers may select other and add an explanation in the comment section in the EAC in order to receive pay for the workday and to have a substitute assigned.

ARTICLE 11 - INSURANCE AND HEALTH BENEFITS

A. Health Insurance:

1. The Board shall have authority to select and change carriers and shall determine the manner and means by which the insurance benefits plan shall be implemented.

2. Annual plan enrollment elections are due to the Treasurer's Office on or before October 31 of each calendar year. (through the employee access center)

3. Through December 31, 2024, for all full-time employees, the Board will contribute the following percentages, for contracted insurance premiums:

Type of Insurance	Percentage Paid by the Board
Medical/ HDHP/MVP	80%
Dental	80%
Vision	80%
Life Insurance	100%

Effective January 1, 2025, for all full-time employees, the Board will contribute the following percentages, for contracted insurance premiums:

Type of Insurance	Percentage Paid by the Board
Medical/ HDHP	90%
Dental	90%
Vision	90%
Life Insurance	100%

All part-time employees will have the Board share of their insurance premium(s) pro-rated based on the FTE of their position. For example, an employee hired for .50 FTE, will pay the employees share of the insurance premium, plus an additional .50 of the Board's share of the premium.

Additionally, due to regulations associated with the "Affordable Health Care Act," the district will provide an optional Minimum Value Plan (MVP) and shall pay 80% of the premiums through December 31, 2024. Effective January 1, 2025, such plan will be adopted by the HCIC as the JHP Bronze Plan, the maximum monthly employee contribution will be set by the Jefferson Health Plan annually.

Hospitalization/Major Medical insurance and prescription drug insurance coverage will be subject to the "Hardin County Schools Employee's Health & Welfare Benefit Plan Spousal Coverage Agreement".

Health Savings Account:

Through December 31, 2024, each employee enrolled in the HDHP offered by the Board for the 2024 insurance plan year will have an individual Health Savings Account (HSA) created. The Board shall contribute to each eligible HSA plan $50.00 per pay for family plans and $25.00 per pay for single plans. The Board will also match employee contributions of $75.00 per pay for family plans and $37.50 per pay for single plans.

Effective January 1, 2025, each employee who enrolls in the HDHP offered by the Board will have an HSA created. The Board shall match employee contributions of $25.00 per payroll for a single plan and match employee contributions $50.00 per payroll for a family plan.

These contribution amounts set forth above for the HSA will be prorated for employees who work less than full-time, and such proration shall be based on FTE.

Additional employee-elected HSA plan contributions withheld by way of payroll election will be deposited in the employee's HSA account with each pay cycle. It is the employee's sole responsibility to determine if such additional employee-elected HSA plan contributions are within annual guidelines established by the Internal Revenue Service. Employees may not make or receive contributions to the HSA referenced herein if they are already enrolled in Medicare Part A or B. In addition, employees who enroll in the HSA may not have a spouse who holds a Flexible Spending Account.

An employee who is enrolled in the HSA and who leaves employment during the calendar year for any reason will only receive Board matched contributions to the HSA for months worked during the calendar year.

Cash Options in Lieu of Benefits:
Starting January 1, 2014, and annually, thereafter, by January 1, any full-time employee eligible for family or single health insurance paid for by the Board and who elects not to enroll and/or participate in the benefits package listed will be paid a cash bonus of one thousand five hundred dollars ($1,500), except for the following employees:

i. any full-time employee who is newly hired to the district in any given contract year; and
ii. any full-time employee who is retired/rehired.

Each employee electing the cash bonus plan must declare his/her intent not to participate in the insurance plans listed above to the Treasurer in writing by October 31 and must remain off the plan for one (1) twelve (12) month period ("exclusion period") between January 1 and December 31 to be eligible for the cash options in lieu of benefits described herein. The cash bonus will be paid on December 20, annually.

Life Insurance
The Board shall pay one hundred percent (100%) of the premium cost for group term life insurance coverage in the amount of seventy-five thousand dollars ($75,00) for each full-time certificated employee for the duration of the Agreement.

Duration of Coverage
If the employee has enrolled in and is eligible for such coverage, group insurance coverage shall become effective on the employee's first day on the active payroll and shall continue to the end of the month in which the employee's separation from employment is effective; provided, however, that employees whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll. Insurance coverage shall continue in effect while an employee is on paid leave. When an employee is on unpaid leave, the employee may participate in group insurance coverage by paying the monthly premium to the Treasurer in advance. An employee who is separated from employment may participate in group insurance in accordance with state and federal laws.

The Board will provide full twelve (12) month coverage commencing August X (date of hire) and ending July 31, with new employees paying their share one (1) month in advance. A teacher will not have coverage provided by the Board except as provided under the provisions of COBRA, after the end of the month in which the employee's separation from employment is effective. If electing to continue coverage under the provisions of COBRA, as applicable, such coverage shall be at his/her own expense and in accordance with law.

IRS Section 125 Plan
The Board agrees to continue the practice and rights with respect to the IRS Section 125 Plan.

ARTICLE 12 - COMPENSATION

A. Employees shall be paid in accordance with their training and experience as set forth on the Salary Schedule hereto attached as Appendices A 2. All new hires shall be placed on the Salary Schedule at Superintendent discretion based upon actual years of training and experience, with credit given for up to a maximum of ten (10) years of prior actual service.

B. Supplemental compensation shall be paid in accordance with the Supplemental Salary Schedule contained in Appendix A1. Payment will be made within fourteen (14) days of the completion of a supplement contract, and the appropriate Administrator has approved such completion.

C. The Board is under no obligation to fill any supplemental position.

D. If two (2) or more individuals agree to share one position, and the Superintendent concurs, the salary established for that position shall be divided on a pro-rated basis based upon hours worked and duties performed between the two (2) or more individuals.

E. In addition to salary compensation, employees are eligible to participate, at their sole election, in annuity plans offered through the District.

F. Each teacher who has completed training which would qualify such teacher for a higher salary bracket (column on the salary schedule) pursuant to this section shall file by the fifteenth day of September with the treasurer satisfactory evidence of the completion of such additional training. The teacher's salary would then be adjusted for the current year and all subsequent years. If this is not completed by the above timelines the salary will not be adjusted until the following school year. ORC 3317.14

G. College Credit Plus - College Credit Plus is a program in which college ready students in grades 7-12, may enroll in college, and upon successful completion of the college-level courses and receive transcripted credit from that college, which is reflected on the student's official college record. To be qualified to teach a CCCP course, a bargaining unit member must be credentialed as an adjunct professor at a college or university.

1. Qualified bargaining unit members shall be given the first opportunity to teach CCP classes in accordance with this article.

2. All CCP instructor positions shall be voluntary.

3. Any evaluation done by the higher education institution of the bargaining unit member teaching a CCP course will not impact the teacher's OTES evaluation.

4. Teachers who teach CCP courses shall receive additional compensation according to the following schedule:

    a. Semester courses: $500 per course (to be paid at the end of the semester)
    b. Yearlong courses: $1000 per course (to be paid at the end of the year)

5. The board will reimburse tuition for up to 18 hours of graduate level work to obtain College Credit Plus teaching eligibility to one teacher in each of the core academic areas where there is no College Credit Plus eligible teacher in grades 9-12. Teachers must submit their interest to the superintendent in order to be considered for CCP tuition reimbursement. If tuition costs exceed the IRS regulations for dollars that must be counted as income for the employee, the Board of Education will include tuition cost amounts on the employee's W-2.

    Reimbursement will occur with the following stipulations:
    a. Teachers that currently are on the following columns of the salary schedule: Bachelors and Bachelors +150 will be reimbursed for 40% of the tuition costs.
    b. Teachers that currently are on the following columns of the salary schedule: Masters and Masters +15 will be reimbursed 80% of the tuition costs.

6. If a teacher voluntarily leaves the employment of the Board or is terminated for cause within the first three (3) years of receiving the benefit, the teacher will allow the cost of the coursework benefit to be deducted from his her pay according to the following schedule:

    a. After 1 year = 75% pay back
    b. After 2 years = 50% pay back
    c. After 3 years = 25% pay back

7. Article 12.G is only eligible for teachers hired by the Board as a teacher of Upper Scioto Valley.

8. Article 12.G is separate from tuition reimbursement and cannot be used simultaneously for CCP.

H. Licensure Reimbursement – The Board shall reimburse teachers for the cost of their 5-year professional teaching license fee up to $350. This reimbursement will occur for all employees in September of the effective year of the license.

ARTICLE 13 - SEVERANCE PAY

A. An employee with ten (10) or more years of service to the Board shall, at the time of retirement, be paid for one-fourth (1/4) the value of his/her accrued sick leave credit, up to a maximum of sixty (60) days. Any teacher that submits his/her retirement resignation to the Superintendent by December 1 of the school year in which he/she is retiring and at least ninety (90) days prior to retirement will receive two (2) additional days of severance pay (for a total maximum of 62 days) calculated in accordance with this section.

B. The payment shall be based on the employee's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the employee at the time payment is made. "Per diem rate" shall be defined as the daily rate paid an employee exclusive of any extended service, extracurricular pay, overtime, or other pay in excess of the actual salary scheduled amount payable to the employee.

C. An employee shall be deemed to have "retired" under this Article when he/she has been approved for service retirement by the Board of State Teachers' Retirement System (STRS) or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS.

D. All payments made here under shall be made in a lump sum to an Annuity Plan established through VOYA in the employee's name only after the Treasurer of the Board receives written certification from the employee that the STRS has begun payment of benefits. Any such benefits to an employee must be affected by the employee within ninety (90) days from his/her last day of active service for the District.

ARTICLE 14 – PAYDAYS

A. Employees' regular salaries shall be paid in twenty-four (24) equal installments and be deposited on or before the fifth (5th) and 20th (twentieth) days of each month of the calendar year.

B. All employees shall be paid according to direct deposit.

Direct deposit receipts shall be provided by email to each such employee.

C. The Board shall pay for supplemental duties as follows:

1. Pay for "extended time" supplemental duties shall be distributed after completion and proper approval.

2. Pay for seasonal supplemental duties shall be distributed after completion with the payroll covering the pay period when the Superintendent's approval for payment is received by the Treasurer's Office. Payroll for yearlong supplementals may be spread through twenty-four (24) pays (FTE); election must be made prior to the September 5 payroll.

3. Before the Board implements a salary for a new supplemental position or for a supplemental position which is a combination of former positions, it will negotiate it with the Association with respect to salary for that position.

D. The Board shall provide employees with individual salary notices. A newly hired employees shall be given a copy of the Salary Schedule and written notice of his/her initial placement on the Salary Schedule.

E. Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence;

2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer;

3. Retirement, dues, and contributions;

4. Annuities (a minimum of five (5) employees interested in the same company);

5. Insurance;

6. U.S. Savings Bonds;

7. Political contributions in accordance with Ohio law;

8. Credit Union/Bank Savings Account;

9. Association Dues and Assessments as per Article 2 herein;

10. Any court ordered deductions; and

11. Any deductions mutually agreed upon by both parties.

F. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Such authorizations must be submitted no later than October 1st of each year. Except where minimums are otherwise required by the company or other government agencies, a minimum withholding shall be at least one dollar ($1.00).

G. Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next pay period following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

H. Authorized withholding may be increased or decreased or halted, but such adjustment may be made only once during each semester of the year.

I. All deductions shall be forwarded promptly.

K. No payments issued by the District shall be paid by separate check. All payments made will be made through standard payroll processes and procedures.

ARTICLE 15 - WORK YEAR/WORKDAYS

A. The regular employee work year shall consist of one thousand three hundred seventy-two and one-half hours (1372.5) or 183 days) These shall include 2 days for parent/teacher conferences, 4 days for professional development and one day prior to the student's first day of school as teacher workday. This teacher workday will have no scheduled teachers' meetings scheduled, and the last contracted teacher day will be a workday with no scheduled meetings.

B. In the event school is closed due to calamity for more than thirty-seven and one-half (37.5) hours (5 days) of instruction in a school year, teachers will be required to make up all instructional hours missed in excess of the first thirty-seven and one-half (37.5) hours (5 days). Make up hours for Calamity Days 6-10 will be determined through the calendar committee, Calamity Days Eleven (11) through Thirteen (13) shall be remote learning days and shall be made up as they occur, in accordance with the following stipulations:

- If remote days are scheduled due to calamity, remote instruction shall begin at 10:00 am. Bargaining unit members who are unable to report to work due to weather conditions shall be granted emergency personal leave per Article 10 Section D.2.

- If Hardin County is on a Level 3 at 9:00 am, bargaining unit members shall work from home beginning at 10:00 am and follow the 2-hour delay schedule.

All Calamity Days after day fourteen (14) shall be added to the end of the adopted school calendar.

Hours of instruction missed due to school delays will not be subject to this make-up provision.

This section may be revisited if the law limiting three (3) days of remote learning changes.

C. The school calendar will be established each year through a collaborative process between teachers appointed by USVA (3 teachers) and the administration. Options for school calendar(s) for the ensuring school year will be presented to the Superintendent no later than February 1 of each year for superintendent recommendation to the Board for ultimate approval. The calendar will be approved by the Board at its regular March meeting.

D. The regular on-duty employee's workday shall not exceed seven and one-half (7.5) hours inclusive of thirty (30) minutes for lunch and shall be scheduled between 7:45 am and 3:30 pm five (5) days per week. Employees are required to attend District open house and District parent- teacher conferences, but not beyond 8:00 p.m. or weekends. Teachers who attend Graduation will be permitted to leave two (2) hours early on Teacher Workday. Open House time attended shall count toward the 7.5-hour teacher workday. Employees may also be required to attend one (1) employee's meeting per month, before or after the school day. (with at least twenty-four (24) hours' notice). The Superintendent may schedule professional development time during normal instructional time.

Teacher-Based Teams will meet throughout the District as per the structure and requirements for such Teacher-Based Teams as contained in the Ohio Department of Education's OIP.

All Teacher-Based Teams shall meet one time per week for three-quarters (3/4) of an hour, outside of the teacher workday as defined in this Article 15, Section D., of this Agreement. Such meetings may occur on delay or early release days, as determined by the principal(s). The scheduling of all Teacher-Based Team meetings shall be coordinated and approved through the building principal. Only the building principal has the ability to authorize a Teacher-Based Team not to meet during a given week. All teachers are required to attend all of their Teacher-Based Team meetings, without exception. Any teacher who fails to attend a Teacher-Based Team meeting shall be subject to disciplinary action and withholding of payment, as set forth below.

In exchange for attending Teacher-Based Team meetings, all teachers will be paid as per Appendix A1 for each meeting attended. Payment will be made two (2) times a year, at the end of each Semester.

E. Schedules for each full-time classroom employee for the regular on-duty workday shall include at least an average of forty (40) minutes per day for instructional planning, evaluation and conferences. Teachers will have at least twenty (20) of those minutes consecutively. Such conference period shall not be denied arbitrarily or capriciously.

F. In an emergency situation when an employee is requested by the Administration to cover another employee's class during the time scheduled for his/her planning, evaluation and conference time, he/she shall be paid at the rate of as per Appendix A1.

G. The Administration shall make every effort to equitably distribute work among the employees with the same certification assigned to the same building.

ARTICLE 16 - VACANCIES AND TRANSFERS

A. Vacancies and Requested Transfers:

1. This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular employee is using paid leave or has been granted an unpaid leave of absence by the Board of Education.

2. The Board shall post all teaching, co-curricular and administrative vacancies which it intends to fill throughout the school year for a period of five (5) workdays. Notice of vacancies occurring shall be emailed to all employees and the Association President/Vice President. Vacancies will not be filled during the posting period. Any openings occurring during the five (5) working days prior to school opening shall be posted at the administrative office and emailed to the Association President/Vice President, but the position may be filled at any time.

3. The Administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience, seniority, qualifications, and evaluations. Where two or more applicants are deemed equally well qualified, as adjudged by the Administration, the most senior shall be granted the position.

4. An applicant not placed in the position may request a conference with the Superintendent to discuss the decision to fill the vacancy.

B. Involuntary Transfers:

1. An employee will be notified in writing of any involuntary transfer or change in assignment for the next school year by August 1. The Administration may transfer or change the assignment of an employee after August 1 as circumstances warrant. Upon the employee's request, the Superintendent shall meet with the employee to discuss the transfer or reassignment.

2. No employee shall be arbitrarily or capriciously transferred.

ARTICLE 17 - PERSONNEL FILES

A. A personnel file for each employee shall consist of a folder to be maintained in the Central Administration Office. This folder shall be considered the only official file of recorded information on a teacher. Administrators are not restricted or prevented from having files on employees. If the Administrator thinks a matter should become a matter of official record, he/she may transfer any documentation to the official file.

B. An employee shall have the right, upon request, to review his/her personnel file and, upon payment of a reasonable charge for copying, may have a copy of any document in the personnel file. An employee may examine his/her personnel file only in the presence of the Superintendent or his/her designee and may not remove the file from the immediate office area. Upon written authorization by the employee, a representative of the employee may review confidential materials in the employee's personnel file under the same conditions.

C. Each document placed in the personnel file shall be dated and signed by the employee and the person who created the document or who caused it to be placed in the file (except where the employee refuses to sign the document). A copy of any derogatory material shall be given to the employee before it is placed in his/her personnel file. The fact that material in the file bears the employee's signature does not indicate his/her disagreement or agreement with the contents of the material. Rather, it indicates that the employee is aware of the document.

D. Employees shall have the right to submit a written commentary to any material placed in the personnel file and such written comment shall be attached to the item in the file.

E. A log will be maintained on the inside cover of each personnel file to record the date and identity of each person who examines an employee's file or any item in it, other than the Superintendent and the secretary to the Superintendent. Employees will be informed when an individual outside the Administration requests to see an employee's personnel file. When an individual outside the Administration requests to see an employee's personnel file, the Superintendent shall be present when the individual is reviewing the file.

F. Written material will be removed from the personnel file if the employee establishes at the Superintendent's discretion that its content is false or has no basis in fact.

G. No anonymous materials shall be placed in an employee's personnel file.

H. Employees shall be informed of any written complaint by a parent, student, or any other person which is directed toward them if such will become a matter of record. The employee shall have the right to inspect and rebut the complaint. An employee who believes the material should be expunged from his/her file may utilize the grievance procedure.

ARTICLE 18 - STATE TEACHERS RETIREMENT SYSTEM (STRS) PAPER PICK-UP

A. Consistent with the provisions of Internal Revenue Service Ruling 77-462, 81-35, and 81-36, the Board shall pick-up each employee's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no employee's total salary is increased by such pick-up nor is the Board 's total contribution to STRS increased thereby.

B. The dollar amount to be designated as "picked-up" by the Board:

1. Shall equal the then-current percentage amount of the employee's mandatory STRS contribution;

2. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

3. Shall be included in computing final average salary;

4. Shall not be reported by the Board as subject to current federal and state income taxes;

5. Shall be reported by the Board as subject to city income taxes; and

6. Shall not be included in the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting employee -authorized credit information to financial institutions.

C. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

ARTICLE 19 - EMPLOYEE EVALUATION PROCEDURE

A. General Provisions – Teacher Evaluation:

1. The purposes of the teacher evaluation are:

   a. To serve as a tool to advance the professional development of teachers.

   b. To inform instruction.

   c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

   d. To secure an accurate record of the work performance of staff and to provide a framework for improvement where necessary.

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

   a. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

   b. Teachers working under a professional or permanent certificate issued under section Ohio Revised Code§ 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction

   c. The District shall not conduct an evaluation for any teacher who:

      1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

3. Schedule of Evaluation: No teacher shall be subject to more than one (1) Evaluation Cycle per school year. The evaluation shall be completed by the first day of May and the employee shall receive a written report of the results of the evaluation, including the final holistic rating, by the tenth day of May.

Less Frequent Cycle Evaluations

1. A teacher, on a Continuing Contract, who receives a holistic rating of "Accomplished" on his/her most recent evaluation shall be evaluated once every three (3) years. A teacher on a Limited Contract who receives a holistic rating of "Accomplished" on his/her most recent evaluation shall be evaluated once every two (2) years. The teacher will be provided with one (1) informal observation and post-conference to discuss progress on the Professional Growth Plan, in any year that such teacher is not formally evaluated.

2. A teacher who receives a holistic rating of "Skilled" on the teacher's most recent evaluation shall be evaluated once every two (2) years. The teacher will be provided with one (1) informal observation and post-conference to discuss progress on the Professional Growth Plan, in any year that such teacher is not formally evaluated.

4. Evaluation Development Committee: The Association and the Board agree to establish a standing joint Evaluation Development Committee ("EDC") for the purpose of establishing the policy, procedure and process, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items. The EDC shall be comprised of two (2) Association members appointed by the Association president and two (2) members appointed by the Board/administration. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings. If the EDC meets outside school hours, pay for teachers serving on EDC will be as per AppendixA1 per hour per teacher. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be reduced to writing (Memorandum of Understanding) and shall be subject to ratification by both parties.

5. Evaluators: Evaluation shall only be conducted by full-time, OTES credentialed administrators under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., who hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and are employed by the USV Board. If an external credentialed evaluator is requested by a teacher due to questions of subjectivity, and if mutually agreed to in writing by the Superintendent and USVTA, then the cost, if any, shall be paid for by the Board. Not later than September 15 of each year, or in the case of a new teacher within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator pursuant to the following requirements:

    a. The evaluator shall be the teacher's immediate administrator.

    b. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

    c. If changes are made to the designation notice provided for herein, the teacher will be given advance written notice of the changes at least seven (7) days prior to any such changes taking effect. Any such changes are not subject to the grievance procedure provided for in this agreement. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

6. Teachers shall not be evaluated in the first week of school, during Fair Week, or the last two (2) weeks before the end of school.

7. All formal evaluations shall be followed by a teacher and evaluator agreed upon reflective conference. Then within seven (7) school days from the reflective conference a post conference between the evaluator and the teacher to discuss the evaluation will take place. Teachers shall be given a copy of the formal evaluation document and any other reports taken into consideration the day before the evaluation conference is to occur. All formal evaluations shall be signed by both the evaluator and by the person evaluated. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been reviewed by the teacher. The person evaluated shall be given the opportunity to rebut the evaluation in writing, provided such a rebuttal is filed with the evaluation within seven (7) school days of the post conference.

8. All monitoring observation of the work performance of teachers shall be conducted openly and with the knowledge of the teacher.

9. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

B. Teacher Evaluation Process:

1. General: each evaluation cycle shall consist of two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs by the evaluator. Formal observations will be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work to be observed and to determine the length of time needed for observation. If a scheduled formal observation does not occur due to the teacher missing work on the scheduled day of the formal observation, it will be immediately reassigned by the administration. There shall be at least three (3) weeks between formal observations unless impractical due to teacher scheduling and/or missed teacher workdays. Formal observations will be followed by a conference between the evaluator and the teacher in order to discuss performance, practices, and expectations; and to review and align such with the teacher's professional growth or improvement plan. A teacher may request an additional formal observation in addition to those required by this procedure.

   The first formal observation will be an unannounced, holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from the pre-observation conference or other sources selected by the evaluator. The first formal observation will be followed by a post-conference and must include discussion of Focus Areas.

   Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Focus Areas shall be limited to no more than three (3). Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

   The second and any subsequent formal observation(s) will be announced, focused observations in which the evaluator assesses identified focus area(s). Identified focus areas will be selected after completion of the holistic observation and may include area(s) of relative strength and/or area(s) targeted for improvement.

   Formal observations will be conducted only on days when normal classroom procedures can be expected. Thus, teachers will not be observed for the purpose of a formal observation on the day before or after Thanksgiving, Christmas,

Easter, on the day after extended absence of more than five (5) days, or on Staff Development released time days; unless previously agreed upon by both the teacher and credentialed evaluator.

2. Walkthroughs: a walkthrough is a formative written assessment piece that focuses on one but not more than three (3) of the following components as per OTES rubric:

    a. evidence of planning;
    b. lesson delivery;
    c. differentiation;
    d. resources;
    e. classroom environment;
    f. student engagement; and,
    g. assessment.

    A walkthrough shall be at least one (1) minute but no more than fifteen (15) consecutive minutes in duration. No more than three (3) walkthroughs with information collected toward evaluation shall be conducted in each evaluation cycle. Walkthroughs shall not disrupt the learning environment in the classroom.

3. Employee in Final Year of Limited or Limited Probationary Contract: at least three (3) formal observations of each employee who is in the final year of a limited or limited probationary contract shall be conducted if the employee is under consideration for contract nonrenewal.

4. Employee Rated as "Ineffective" on Two (2) Observations: a third observation will be conducted during the second semester of each employee who is rated as "ineffective" on two (2) observations. The purpose of the third observation is to determine if improvements in the employee's performance have been made. The summative evaluation shall be completed by May 1.

5. A written Improvement Plan is developed when an educator has a Final Holistic Rating of Ineffective. However, the district has discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. These deficiencies would be identified with a rating of developing or ineffective on any component of the rubric. The notice for being placed on the plan, the components of the plan and the process shall be discussed with the teacher by the administration. The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

C. High Quality Student Data (HQSD)

1. Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher

being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

2. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program. Each new vendor assessment shall be piloted for one (1) year prior and shall be subject to recommendation by the EDC prior to being used as a source of HQSD.

3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

    a. Knowledge of the students to whom the teacher provides instruction;
    b. The teacher's use of differentiated instruction practices;
    c. Assessment of student learning;
    d. The use of assessment data;
    e. Professional responsibility and growth.

4. No Evaluation Factor shall be solely impacted by student performance on a test or tests.

5. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.
6. USV teachers shall be considered "experts" for the creation/assessment of HQSD measures.

D. Teacher Evaluation Rating:

1. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix C of this contract.

2. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

4. For purposes of the evaluation framework under this Article, employee performance shall be rated based upon the following specific standards and

criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for employees:

a. Accomplished;
b. Skilled;
c. Developing;
d. Ineffective.

5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

6. The Board shall choose Option Two (2) on Ohio ES. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

E. Professional Growth and Improvement Plans

1. Professional growth and improvement plans shall be developed as follows:

a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
b. Teachers whose holistic evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
c. Teachers whose holistic evaluation rating is Developing may develop a professional growth plan or an Improvement Plan with their assigned evaluator, pursuant to the terms of this agreement.
d. Teachers whose holistic evaluation rating is Ineffective shall be placed on a professional improvement plan by their assigned evaluator, pursuant to the terms of this agreement.

A professional improvement plan shall include:

1. specific performance expectations to be observed, resources, and assistance to be provided;

2. timelines for its completion; and,

3. collaboration with the evaluator/administrator.

e. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

f. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.

g. Improvement Plans or Professional Growth Plans will have up to three (3) achievable goals per Evaluation Cycle.

No written documentation concerning casual observation, formal observation or the final evaluation shall be placed in the teacher's personnel file without first giving the teacher the opportunity to read and initial the written documents. If the teacher refuses to initial any of the documents, then it may be placed in the teacher's file with the notation to that effect. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Only procedural aspects of OTES, governed by this Agreement, shall be grievable under the applicable grievance provisions of this Agreement.

Two (2) consecutive years of the results of data and evaluations shall be used by the administration and the USV Board in making decisions regarding retention and promotion of employees in the District, as well as for making decisions regarding removal, non-renewal and termination employees.

F. School Counselor Evaluation:

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.

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:*

1. Comprehensive School Counseling Program Plan;
2. Direct Services for Academic, Career and Social/Emotional Development;
3. Indirect Services: Partnerships and Referrals;
4. Evaluation and Data;
5. Leadership and Advocacy; and
6. Professional Responsibility, Knowledge and Growth

Formal and Informal Observations

A. 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.

B. A high performing school counselor will be evaluated less frequently as follows:

    1. 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 evaluated 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.

    2. A school counselor who receive 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.

The first formal observation 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. The second observation will be unannounced.

Informal Observations/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. Feedback from observation shall be provided within ten (1) days after the observation. The school counselor and/or evaluator may request a fact to face meeting to discuss observations relative to the identified focus of the informal observation.

A. Informal observations shall not unreasonably disrupt and/or interrupt the workday.
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.

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 September 30 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.

ARTICLE 20 – MISCELLANEOUS

A. Class Size

The Board will comply with State Minimum Standards regarding class size.

B. Personal Freedom

The personal life of a teacher is not an appropriate concern or attention of the employer. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related personal activities which have no impact upon the teacher's effectiveness as a teacher.

C. Health and Safety:

1. The Association, its appointed representative, and any employee are encouraged to provide input to the Board and the Administration concerning facilities improvement and/or planning facility changes. Improvements in the learning environment are encouraged.

2. Employees have the responsibility to bring to the attention of their Building Principal, in writing, the existence, in their opinion, of any unsafe or abnormal conditions in the building which adversely affect the teaching environment. After receiving notice of said condition, the Building Principal shall investigate the matter and resolve the matter, if possible. If the Principal is unable to resolve the matter, he/she shall report the matter to the Superintendent. The employee may request information on the disposition of the matter at any time.

ARTICLE 21 - NONDISCRIMINATION CLAUSE

The Employer and the Association agree that there shall be no discrimination in employment rights or in the application of this Agreement because of the race, color, creed, national origin, age, sex, religion, gender, gender identity, sexual orientation, military status, or disability of an employee.

ARTICLE 22 - WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and that they waive their right to initiate bargaining or to submit any additional items for negotiations unless by mutual agreement during the term of the Agreement. The Association reserves the right to bargain the effect of management decisions which affect wages, hours, terms and other conditions of employment. However, the Board shall have no obligation to bargain collectively with respect to the exercise of any right reserved to and retained by it pursuant to O.R.C. 4117.08(C).

ARTICLE 23 - USE OF TOBACCO BY EMPLOYEE

A. The Board recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the non-user and is, therefore, of concern to the Board.

B. For purposes of this Article, "use of tobacco" shall mean all uses of tobacco, including a cigar, cigarette, snuff, or any other matter or substances that contain tobacco, as well as electronic cigarette.

C. In order to protect students and employees who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by employees in school buildings on school property and on school buses at all times.

ARTICLE 24 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Upper Scioto Valley Local Schools intends to utilize the services of the MRESC LPDC Professional Development Committee as administered by the Midwest Regional Educational Service Center ("MRESC").

B. No reprisals of any kind will be taken by the Board of Education against the individuals representing the Upper Scioto Valley Locals on the MRESC LPDC Professional Development Committee.

C. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.

D. The term of office for employees serving on the LPDC shall be two (2) years. Prior to licensure standards being applied, the LPDC shall determine a means of staggering terms so as to provide committee continuity.

E. Committee Composition and Selection:

1. The LPDC shall be comprised of two (2) employees as follows:

    a. one (1) bargaining unit employee;
    b. one (1) Administrator.

2. The one (1) bargaining unit member shall be appointed by the Association, and the one (1) Administrator will be appointed by the Superintendent.

3. In the event of a vacancy, the committee employee will be replaced in accordance with (E) (2) above.

F. Training:

1. Employees of the LPDC will have the opportunity to attend training on the purpose, responsibilities, functions and legal requirements of the LPDC. Training must be pre-approved by the Superintendent.

2. LPDC employees shall be reimbursed for expenses in accordance with Agreement.

G. The LPDC shall meet as often as necessary to complete their work. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

ARTICLE 25 - TUITION REIMBURSEMENT FOR COLLEGE CREDIT

If prior approval is received from the Superintendent, the Board will reimburse an employee for graduate/undergraduate courses taken in the area of current certification. In special circumstances, the Superintendent may also approve reimbursement for those courses taken outside the employee's current certification if the Superintendent decides that such certification is needed within the District.

Tuition reimbursement for the bargaining unit as a whole will be approved to a maximum of ~~Ten~~ Twelve Thousand Dollars ($12,000) per year for courses completed between September 1 and August 31 of each contract year during the term of this Contract. Funds will be distributed to employees at a rate of three hundred dollars ($300) per credit hour up to a maximum of three thousand dollars ($3,000) per contract year for reimbursement of the actual cost of classes taken per contract year. Upon completion of the course, and the receipt of a grade of B or better (or a grade of "pass" in a course designated as "pass"/"fail" only), the employee will receive reimbursement by submitting a copy of the transcript and proof of personal payment (or proof of student loan) to the Superintendent. All documents are due prior to September 30 of the contract year at issue and funds will be disbursed to recipients no later than October 31 of the contract year at issue.

In the event reimbursement requests exceed the $12,000 allotted, at that time, any outstanding reimbursement requests will be made equitably at reduced amounts from funds remaining but not to exceed $12,000. In the event annual reimbursement requests do not reach the $12,000 annual set-aside in any contract year, then the net difference in funds will be credited back to the District's general fund at the end of the-contract year.

For employees seeking Alternative Resident Educator License, coursework completed through and approved Intensive Pedagogical Training Institute or Alternative Resident Educator Institute shall be eligible for tuition reimbursement up to a maximum of $2,000 with submission of the course syllabus, documentation of course completion and proof of personal payment.

ARTICLE 26 - REEMPLOYMENT AFTER RETIREMENT

This Article governs the terms and conditions of employment of individuals who have retired under STRS rules.

A. For initial placement purposes on the salary schedule the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than five (5) years of vertical credit.

B. The employee will receive a one (1) year limited contract of employment. If reemployed for the next year, the employee would be awarded successive one (1) year limited contracts. In no event will the employee qualify for a continuing contract or multi-year contract.

C. The employee will be automatically non-renewed at the end of each school year.

D. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.

E. The employee will be entitled to all other benefits provided by the Collective Bargaining Agreement.

ARTICLE 27 - CONTRACT NON-RENEWAL

If the Superintendent recommends that an employee not be reemployed as per a combination of the employee's performance evaluations conducted pursuant to Article 19, as well as the recommendation of the building principal, the Board may declare its intention not to reemploy the employee by giving the employee written notice on or before the first day of June of its intention not to reemploy the employee. Any employee receiving written notice of the intention of the Board not to reemploy such an employee pursuant to this Article is entitled to the hearing provisions of division G of ORC Section 3319.11. Any employee receiving written notice of the intention of the Board not to reemploy such employee pursuant to this Article shall also have the right to grieve said action, but such grievance shall not delay or otherwise abbey the non-renewal action.

ARTICLE 28 - RESIDENT EDUCATOR

A. Overview:

The Resident Educator Program is a support program designed to provide for the needs of an individual in the first year of employment with a teaching contract. A mentor's purpose is to provide professional support, encouragement, and to enhance the skills of the Resident Educator.

B. Mentor Does Not Evaluate:

The mentor teacher shall not have any responsibilities of evaluation of the Resident Educator. Mentors shall communicate directly with the Resident Educator. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator nor make any recommendations regarding the continued employment of a Resident Educator.

C. Identification and Assignment of Mentors:
    1. Currently employed full-time by the Board of Education with three (3) consecutive years of successful teaching.
    2. Possess knowledge, skills, attitudes, and values deemed essential for becoming an effective mentor.
    3. Exhibit professionalism and a positive attitude towards the school system and its philosophy, goals, and objectives.
    4. Mentor and Resident Educator should have the same or closely related teaching certificate/license.
    5. Building principal will select mentors with consideration given to the above criteria along with completion of Pathwise Training, grade level assignments, and seniority.

D. Positions Shall Be Posted: All positions of mentor teacher shall be posted. Application Forms may be obtained from building principals.

E. Timeline Guidelines: Final documentation of Entry-Year Teacher and Mentor activities are to be submitted when practical.

F. Mentor Stipend: The mentor teacher shall be compensated at the rate of $500 for one (1) Resident Educator Teacher or $1,000 for two (2) or more Resident Educator Teachers per year.

G. Program to Exist Year to Year Basis: This program and filling of the positions exist on a year-to-year basis at the discretion of the Board.

H. Teacher Participation Not Mandatory for the mentor but it is mandatory for the Resident Educator:

No bargaining unit member shall be directed to participate in the program for the duration of the Contract.

ARTICLE 29 - FAIR TREATMENT AND DISMISSAL

A. General Provisions

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which could adversely affect the employee's status or the unit member reasonably expects to result in disciplinary action, the employee shall be given at least two (2) days written prior notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

No bargaining unit member shall be reprimanded, reduced in pay or suspended without just cause. Any bargaining unit member subject to disciplinary action shall have the right

to respond to discipline by the Board. Prior to any formal action, the bargaining unit member and his/her representative shall have the right to respond at a hearing in which disciplinary action is to be determined. The immediate supervisor/administrator and/or the superintendent will be present at the meeting.
If disciplinary action is to be taken, progressive discipline shall be implemented based upon the administration's determination of the level of the offense.

B. Termination of Contract

The termination of contract during the term of a contract shall only be for grounds as set forth in Ohio Revised Code section 3319.16. The procedures for termination of contract and appeal shall only be as prescribed by Section 3319.16 and not through the grievance procedure of this Agreement.

ARTICLE 30 - ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any employee covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and Association and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, understanding or practice, whether oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

APPENDIX A 1 – SUPPLEMENAL SALARY SCHEDULE

School Year	24-25	25-26	26-27
Base Increase	New	2.25%	2.25%
	ATHLETICS		
Athletic Director (1)	$ 11,690	$ 11,953	$ 12,222
Assistant Athletic Director (1)	$ 5,845	$ 5,977	$ 6,111
Jr. Athletic Director (1)	$ 5,261	$ 5,379	$ 5,500
Head Football (1)	$ 5,845	$ 5,977	$ 6,111
Asst. Football (3)	$ 3,799	$ 3,884	$ 3,971
Jr. High Football (2)	$ 2,923	$ 2,989	$ 3,056
Head Volleyball (1)	$ 3,871	$ 3,958	$ 4,047
Asst. Volleyball (2)	$ 2,516	$ 2,573	$ 2,631
Jr. High Volleyball (2)	$ 1,935	$ 1,979	$ 2,024
Golf (1)	$ 2,653	$ 2,713	$ 2,774
Varsity Boys Basketball (1)	$ 5,845	$ 5,977	$ 6,111
Freshman/Asst. Boys Basketball (1)	$ 3,799	$ 3,884	$ 3,971
JV Boys Basketball (1)	$ 3,799	$ 3,884	$ 3,971
Jr. Hi Boys Basketball (2)	$ 2,923	$ 2,989	$ 3,056
Varsity Girls Basketball (1)	$ 5,845	$ 5,977	$ 6,111
Freshman/Asst. Girls Basketball (1)	$ 3,799	$ 3,884	$ 3,971
JV Girls Basketball (1)	$ 3,799	$ 3,884	$ 3,971
Jr. High Girls Basketball (2)	$ 2,923	$ 2,989	$ 3,056
Head Baseball (1)	$ 4,311	$ 4,408	$ 4,507
Asst. Baseball (1)	$ 2,802	$ 2,865	$ 2,929
Varsity Girls Softball (1)	$ 4,311	$ 4,408	$ 4,507
Asst. Girls Softball (1)	$ 2,802	$ 2,865	$ 2,929
Head Track (1)	$ 4,311	$ 4,408	$ 4,507
Asst. Track (2)	$ 2,802	$ 2,865	$ 2,929
Jr. High Track (2)	$ 2,156	$ 2,205	$ 2,255
Cross Country (1)	$ 2,731	$ 2,792	$ 2,855
Cheerleading - HS Basketball (1)	$ 2,000	$ 2,045	$ 2,091
Cheerleading - HS Football (1)	$ 1,300	$ 1,329	$ 1,359
Cheerleading -Jr. Hi Basketball (1	$ 1,000	$ 1,023	$ 1,046
Cheerleading -Jr. Hi Football (1)	$ 650	$ 665	$ 680
Weight Room Instructor- 1st Sem. (1)	$ 1,051	$ 1,075	$ 1,099
Weight Room Instructor–2nd Sem. (1)	$ 1,051	$ 1,075	$ 1,099
Weight Room Instructor- Summer (1)	$ 1,051	$ 1,075	$ 1,099

School Year	**24-25**	**25-26**	**26-27**
Base Increase	**New**	**2.25%**	**2.25%**

ADVISORS

Senior (1)	$ 710	$ 726	$ 742
Junior (1)	$ 1,603	$ 1,639	$ 1,676
Sophomore (1)	$ 425	$ 435	$ 445
Freshman (1)	$ 215	$ 220	$ 225
National Honor Society (1)	$ 425	$ 435	$ 445
Scholastic Bowl (1)	$ 1,051	$ 1,075	$ 1,099
HS Student Council (1)	$ 893	$ 913	$ 934
Jr. Hi Quiz Bowl (1)	$ 893	$ 913	$ 934
MS Student Council (1)	$ 536	$ 548	$ 560
Power of the Pen	$ 425	$ 435	$ 445
Yearbook (1)	$ 2,679	$ 2,739	$ 2,801
Newspaper (1)	$ 710	$ 726	$ 742
Show Choir (1)	$ 1,944	$ 1,988	$ 2,033
Drama Club (1)	$ 2,653	$ 2,713	$ 2,774
Flag/Drill Corps (1)	$ 893	$ 913	$ 934
Marching Band (1)	$ 4,017	$ 4,107	$ 4,199
Pep Band (1)	$ 1,000	$ 1,023	$ 1,046
Jazz Band (1)	$ 1,000	$ 1,023	$ 1,046
Show Choir Accompanist	$ 1,236	$ 1,264	$ 1,292
Sound and Light	$ 1,854	$ 1,896	$ 1,939
IAT/504 Coordinator - K-6 (1)	$ 3,572	$ 3,652	$ 3,734
IAT/504 Coordinator - 7-12 (1)	$ 1,786	$ 1,826	$ 1,867
Multi-Sensory Literacy Specialist (2)	$ 2,575	$ 2,633	$ 2,692
Teacher Learning Coordinator (8)	$ 1,800	$ 1,841	$ 1,882

POSITION

Tutoring	$ 27	$ 28	$ 29
Saturday School/Detention	$ 27	$ 28	$ 29
Summer School	$ 27	$ 28	$ 29
TBT Attendance	$ 27	$ 28	$ 29
Class Coverage	$ 27	$ 28	$ 29
PD/Curriculum Review	$ 27	$ 28	$ 29
Prior Supt approval required			
Event Coordinators (per event)	$ 60	$ 60	$ 60

( ) MAX NUMBER OF POSITIONS

APPENDIX A 2 – SALARY SCHEDULE

x/

	$ 36,721				2024-2025			
	2.00%	734						
Base	$ 37,455							
	3.8%		4.3%		4.8%		MA +1%	
STEPS		BA		BA+150		MA		MA+15
	INDEX		INDEX		INDEX		INDEX	
~~0~~	~~1.00000~~	~~37,455~~	~~1.03800~~	~~38,879~~	~~1.09500~~	~~41,014~~	~~1.10500~~	~~41,388~~
1	1.03800	38,879	1.08100	40,489	1.14300	42,812	1.15300	43,186
2	1.07600	40,302	1.12400	42,100	1.19100	44,609	1.20100	44,984
3	1.11400	41,725	1.16700	43,710	1.23900	46,407	1.24900	46,782
4	1.15200	43,149	1.21000	45,321	1.28700	48,205	1.29700	48,580
5	1.19000	44,572	1.25300	46,932	1.33500	50,003	1.34500	50,378
6	1.22800	45,995	1.29600	48,542	1.38300	51,801	1.39300	52,175
7	1.26600	47,419	1.33900	50,153	1.43100	53,599	1.44100	53,973
8	1.30400	48,842	1.38200	51,763	1.47900	55,397	1.48900	55,771
9	1.34200	50,265	1.42500	53,374	1.52700	57,194	1.53700	57,569
10	1.38000	51,688	1.46800	54,985	1.57500	58,992	1.58500	59,367
11	1.41800	53,112	1.51100	56,595	1.62300	60,790	1.63300	61,165
12	1.45600	54,535	1.55400	58,206	1.67100	62,588	1.68100	62,963
13	1.49400	55,958	1.59700	59,816	1.71900	64,386	1.72900	64,760
14	1.53200	57,382	1.64000	61,427	1.76700	66,184	1.77700	66,558
15	1.57000	58,805	1.68300	63,037	1.81500	67,982	1.82500	68,356
16	1.60800	60,228	1.72600	64,648	1.86300	69,779	1.87300	70,154
17	1.64600	61,652	1.76900	66,259	1.91100	71,577	1.92100	71,952
18	1.68400	63,075	1.81200	67,869	1.95900	73,375	1.96900	73,750
19	1.72200	64,498	1.85500	69,480	2.00700	75,173	2.01700	75,548
20	1.76000	65,922	1.89800	71,090	2.05500	76,971	2.06500	77,345

	$ 37,455				2025-2026			
	2.25%	843						
Base	$ 38,298							
	3.8%		4.3%		4.8%		MA +1%	
STEPS		BA		BA+150		MA		MA+15
	INDEX		INDEX		INDEX		INDEX	
~~0~~	~~1.00000~~	~~38,298~~	~~1.03800~~	~~39,753~~	~~1.09500~~	~~41,936~~	~~1.10500~~	~~42,319~~
1	1.03800	39,753	1.08100	41,400	1.14300	43,775	1.15300	44,158
2	1.07600	41,209	1.12400	43,047	1.19100	45,613	1.20100	45,996
3	1.11400	42,664	1.16700	44,694	1.23900	47,451	1.24900	47,834
4	1.15200	44,119	1.21000	46,341	1.28700	49,290	1.29700	49,673
5	1.19000	45,575	1.25300	47,988	1.33500	51,128	1.34500	51,511
6	1.22800	47,030	1.29600	49,634	1.38300	52,966	1.39300	53,349
7	1.26600	48,485	1.33900	51,281	1.43100	54,805	1.44100	55,188
8	1.30400	49,941	1.38200	52,928	1.47900	56,643	1.48900	57,026
9	1.34200	51,396	1.42500	54,575	1.52700	58,481	1.53700	58,864
10	1.38000	52,851	1.46800	56,222	1.57500	60,320	1.58500	60,703
11	1.41800	54,307	1.51100	57,869	1.62300	62,158	1.63300	62,541
12	1.45600	55,762	1.55400	59,515	1.67100	63,996	1.68100	64,379
13	1.49400	57,217	1.59700	61,162	1.71900	65,835	1.72900	66,218
14	1.53200	58,673	1.64000	62,809	1.76700	67,673	1.77700	68,056
15	1.57000	60,128	1.68300	64,456	1.81500	69,511	1.82500	69,894
16	1.60800	61,583	1.72600	66,103	1.86300	71,349	1.87300	71,732
17	1.64600	63,039	1.76900	67,749	1.91100	73,188	1.92100	73,571
18	1.68400	64,494	1.81200	69,396	1.95900	75,026	1.96900	75,409
19	1.72200	65,949	1.85500	71,043	2.00700	76,864	2.01700	77,247
20	1.76000	67,405	1.89800	72,690	2.05500	78,703	2.06500	79,086

	$ 38,298				2026-2027			
	2.25%	862						
Base	$ 39,160							
	3.8%		4.3%		4.8%		MA +1%	
STEPS		BA		BA+150		MA		MA+15
	INDEX		INDEX		INDEX		INDEX	
~~0~~	~~1.00000~~	~~39,160~~	~~1.03800~~	~~40,648~~	~~1.09500~~	~~42,880~~	~~1.10500~~	~~43,272~~
1	1.03800	40,648	1.08100	42,332	1.14300	44,760	1.15300	45,151
2	1.07600	42,136	1.12400	44,016	1.19100	46,639	1.20100	47,031
3	1.11400	43,624	1.16700	45,700	1.23900	48,519	1.24900	48,911
4	1.15200	45,112	1.21000	47,383	1.28700	50,399	1.29700	50,790
5	1.19000	46,600	1.25300	49,067	1.33500	52,278	1.34500	52,670
6	1.22800	48,088	1.29600	50,751	1.38300	54,158	1.39300	54,550
7	1.26600	49,576	1.33900	52,435	1.43100	56,038	1.44100	56,429
8	1.30400	51,064	1.38200	54,119	1.47900	57,917	1.48900	58,309
9	1.34200	52,553	1.42500	55,803	1.52700	59,797	1.53700	60,189
10	1.38000	54,041	1.46800	57,487	1.57500	61,677	1.58500	62,068
11	1.41800	55,529	1.51100	59,171	1.62300	63,556	1.63300	63,948
12	1.45600	57,017	1.55400	60,854	1.67100	65,436	1.68100	65,828
13	1.49400	58,505	1.59700	62,538	1.71900	67,316	1.72900	67,707
14	1.53200	59,993	1.64000	64,222	1.76700	69,196	1.77700	69,587
15	1.57000	61,481	1.68300	65,906	1.81500	71,075	1.82500	71,467
16	1.60800	62,969	1.72600	67,590	1.86300	72,955	1.87300	73,346
17	1.64600	64,457	1.76900	69,274	1.91100	74,835	1.92100	75,226
18	1.68400	65,945	1.81200	70,958	1.95900	76,714	1.96900	77,106
19	1.72200	67,433	1.85500	72,642	2.00700	78,594	2.01700	78,985
20	1.76000	68,921	1.89800	74,325	2.05500	80,474	2.06500	80,865

APPENDIX B - TEACHER EVALUATION DEFINITIONS

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

B. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

C. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

D. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement as Appendix C.

E. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

F. Evaluation Rating: The final holistic evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final holistic rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

G. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors.

H. High Quality Student Data (HQSD): means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (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 also include data obtained from the list of Ohio Department of Education approved student assessments.

   High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

I. Improvement Plan: A detailed, written plan developed by the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective or developing. The approved form for the Improvement Plan is attached to this agreement as Appendix C.

J. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

K. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

L. Poorly Performing Teacher: refers to a teacher identified through the evaluation process who have not met goals and outcomes defined in their Professional Improvement Plan.

M. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix C.

N. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix C of this Agreement.

APPENDIX C – TEACHER EVALUATION DOCUMENTS

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 student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** 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 learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher 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 techniques check 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's communication strategies and questioning techniques engage students 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 opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	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 and challenging 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 loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and 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 evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

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 makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.
		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet 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) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with 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 inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.

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

Appendix C

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) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s):

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & 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.

Appendix C

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 Progress on the Goal(s)

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

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

Appendix C

Improvement Plan: Evaluation of Plan

Teacher Name:				Grade Level/ Subject:	
School year:		Building:		Date of Evaluation:	

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

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

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

I have reviewed this evaluation and discussed it with my evaluator. My signature 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.

APPENDIX D – GRIEVANCE FORM

USVTA: GRIEVANCE FORM

Grievance #_____ _____Institution

Name of Grievance_____

Date Filed_____

Cell Number_____ School Ext._____

Teaching Assignment_____ Dept._____

Association Representative(s)_____

Date Grievance Occurred/First Made Known_____

State of the Grievance (include events/conditions of the grievance/persons responsible):_____
_____
_____
_____

Violation (Rule, Law, Practice, etc.)_____
_____

Level II Date Issued_____ Signature of Grievant or Representative_____

Disposition:_____
_____
_____

Reasons:_____
_____
_____

_____ _____

Date Signature of Principal

Initial Applicable Statement:

_____I hereby accept the above disposition

_____I hereby decline the above disposition

_____I intend to process the grievance to the next step

_____ _____

Signature of Grievant or Representative Date

Level III Date Issued_____ Signature of Grievant or Representative_____

Disposition by Superintendent and Reasons Therefore:

Disposition:_____

_____
_____
_____
_____

Reasons:_____
_____
_____
_____

_____ _____

Date Signature of Superintendent

Initial Applicable Statement:

_____ I hereby accept the above disposition

_____ I hereby decline the above disposition

_____ I intend to process the grievance to the next step

_____ _____

Signature of Grievant or Representative Date

Level IV Date Issued_____ Signature of Grievant or Representative_____

Move to Binding Arbitration

_____ _____

Date received by Superintendent Superintendent's Signature

CERTIFICATION OF THE NEGOTIATED AGREEMENT
BETWEEN THE UPPER SCIOTO VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE UPPER SCIOTO VALLEY TEACHERS ASSOCIATION

The undersigned, Treasurer and President of the Board of Education of Upper Scioto Valley Local School District, Ohio, and the Superintendent of Schools of Upper Scioto Valley Local School District, Ohio, hereby certify that the District has in effect for the term of the attached contract (July 1, 2021 through June 30, 2024) the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to fulfill all obligations of the attached negotiated agreement between the Upper Scioto Valley Local School District Board of Education and the Upper Scioto Valley Teachers Association.

This certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Date: July 15, 2024

Treasurer, Board of Education
Upper Scioto Valley Local School District

President, Board of Education
Upper Scioto Valley Local School District

Superintendent of Schools
Upper Scioto Valley Local School District