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MASTER AGREEMENT

between the

SOUTHERN LOCAL TEACHERS ASSOCIATION

and the

SOUTHERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Effective

September 1, 2025 through August 31, 2028

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ARTICLE 1 – RECOGNITION AND NEGOTIATIONS PROCEDURE

A. Recognition

The Southern Local School District Board of Education, hereinafter "Employer" or "District", hereby recognizes the Southern Local Teachers' Association OEA/NEA Local, hereinafter the "Association/Union", as sole and exclusive bargaining representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

The bargaining unit shall include both full and part-time employees whether under contract, either verbal or written, on leave, or on a per diem, hourly basis, employed or to be employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational, and full-time substitutes continuously employed in one (1) assignment for more than sixty (60) consecutive workdays), guidance counselors, librarians, media and program specialists, school social workers, attendance officers, school nurses, coordinators, department heads, athletic director assistant, visiting teachers, advising or critic teachers, tutors, mentors, and head teachers.

The Union recognizes that the Superintendent, Assistant Superintendent, Principals, Athletic Director, and other administrative personnel and casual substitutes are excluded from the bargaining unit.

All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work.

B. Equal Rights Clause

The Employer agrees not to discriminate against any employee based upon race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status or political or union affiliation and to have due regard for employees' privacy and constitutional rights as citizens.

Ensure that all personnel actions such as compensation, benefits, transfers terminations, layoffs, return from layoff, reduction in force (RIF), education, tuition assistance will be administered without regard to race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status or political or union affiliation and to have due regard for employees' privacy and constitutional rights as citizens.

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

C. Negotiations Procedure

1. Request for Negotiations

a. Negotiations may be initiated by either party ninety (90) days prior to expiration of this Agreement by sending to the other party a written request for negotiations.

b. A request from the Association should be sent to the President of the Board. A request from the Board should be sent to the President of the Association.

c. Within one (1) week of the request, a mutually convenient meeting date shall be arranged. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

d. Upon mutual agreement of both parties, negotiations may be initiated prior to the time limits defined in Article 1, Section C(1a).

e. During the negotiation process, prior to impasse, matters surrounding specific proposals shall remain private and confidential between the parties. Unless at impasse, neither party shall make public comments (written or otherwise) nor make any news and/or social media releases. Neither party is restricted from issuing progress reports and/or updates to is membership throughout negotiations.

2. Negotiation Meetings

The parties shall meet at reasonable times within the negotiations period for the purpose of effecting an exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal. Such meetings shall not be conducted during the regular school day, unless called by the Board. Such meetings as may be called during the regular school day will have the staff participants excused from regular duties without loss of pay to attend such meetings.

3. Negotiating Teams

Negotiations shall be conducted in executive session by teams representing the respective parties, each team to consist of no more than five (5) persons, inclusive of lay or professional consultants. The selection of the team shall be at the sole

discretion of each party.

4. Scope of Bargaining

Negotiable matters shall be salaries, fringe benefits, and terms and conditions of employment of members of the bargaining unit and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

5. Exchange of Information

Upon reasonable advance request, the Board will provide the Association, at no cost, all available public information related to subjects of negotiations.

6. Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

7. Agreement

When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be first submitted to the Association for ratification. Upon delivery to the President of the Board of written verification by the President of the Association that the Association has properly ratified the agreement, it shall be submitted to the Board for its approval.

8. Dispute Resolution Procedure

In the event agreement is not reached after sixty (60) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed upon mediator/mediation service. Such request shall be deemed a joint request. Both parties agree to equally share any associated cost.

In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of thirty (30) days or until the expiration date of the Contract, whichever is less, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(c) of the Ohio Revised Code.

9. General Principles

a. Good faith involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith

requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. Good faith requires both parties to recognize negotiations as a shared process. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum.

b. No action to coerce, censor, or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiations process.

10. In-Term Bargaining

If during the life of the Contract, bargaining is necessary due to impact, severability or a specified reopener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

ARTICLE 2 – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as a claim involving the alleged violation, misrepresentation, or misapplication of a written provision of the Master Agreement entered into between the Board and the Association.

2. A grievant shall mean a member of the bargaining unit or the Association.

B. Rights of the Grievant and the Association

1. A grievant shall be accompanied at all formal and informal steps of the grievance procedure by a representative of the Association.

2. The purpose of these procedures is to secure at the lowest level administrator having authority to resolve the grievance equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

4. No teacher may be represented by a teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure. No teacher shall be denied the right to OEA legal advice and/or counsel in any of the levels listed before.

5. If, in the judgment of the Association, a grievance affects a group or class of

teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step Two of the formal grievance procedure.

6. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties without loss of salary.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants.

8. There shall be no reprisals taken against any individual involved in the processing of a grievance.

9. All grievances shall be processed using the Grievance Report Forms attached as Appendix A.

C. Time Limits

1. The number of days indicated at each step in the procedure shall be the maximum. The time limits may be extended by mutual agreement of the parties. Absence of a party-in-interest will constitute good reason for an automatic five (5) day extension.

2. A grievance shall be filed within thirty (30) days of the act or when the grievant knew or should have known about the act on which the grievance is based.

3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall deem the grievance granted.

5. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered, sent and acknowledged by email, or mailed to the grievant, Association President, and Board Representative.

6. Every reasonable effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

8. During the adopted school year, “days” shall mean school days. During the summer vacation, such “days” shall mean weekdays (Monday through Friday) excluding legal holidays. The day a notice is received shall not be counted in the

calculation of the number of days required for a response.

D. Grievance Procedure

1. Informal Procedure

a. A bargaining unit member who feels he/she has a grievance shall first meet informally with the principal or immediate supervisor in an effort to resolve the problem.

If the principal or immediate supervisor determines they are not vested with the power/authority to resolve the grievance, the member may then meet informally with the Superintendent. In the event the Superintendent does not remedy the grievance, the grievance may be filed at Step Two of the formal grievance procedure within seven (7) days of the informal meeting.

b. A bargaining unit member who feels he/she has a grievance most appropriately handled by the Treasurer shall first meet informally with the Treasurer in an effort to resolve the problem. This Section applies to:

(1) Regular salary
(2) Supplemental salary
(3) Severance pay
(4) Mileage reimbursement
(5) Tuition reimbursement
(6) Conference and/or planning period pay
(7) Total number of unused accumulated sick leave.

In the event the Treasurer does not remedy the grievance, the grievance may be filed at Step Two of the formal grievance procedure within seven (7) days of the informal meeting.

2. Formal Procedure

a. Step One – If the grievance is not resolved at the informal step, the grievant may submit a formal written grievance to his/her immediate supervisor. Within seven (7) days of receipt of the formal written grievance, the immediate supervisor shall meet with the grievant if either party deems necessary and then write a disposition of the grievance with a copy to the grievant, and the Association, and the Superintendent within seven (7) additional days.

b. Step Two – If the grievant is not satisfied with the disposition of the grievance in Step I (or the grievance is not resolved at the informal step, if applicable), the grievant may submit the grievance in writing to the Superintendent/designee within seven (7) days of receipt of its disposition at

Step I (or within seven (7) days of the informal meeting). Within seven (7) days of receipt of the Grievance Form, the Superintendent/designee shall meet with the grievant (unless the grievance originated from the informal step and both parties deem it unnecessary to meet again) and then write a disposition of the grievance with a copy to the grievant and to the immediate Supervisor within seven (7) additional days of the meeting.

c. Step Three – If the grievant is not satisfied with the disposition by the Superintendent, then the grievant may submit the grievance in writing to the President of the Board within seven (7) days after receiving in writing the disposition by the Superintendent. The Board will meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise provided by law. Such meeting shall be held at the next regular meeting of the Board or the following regular Board meeting if the grievance is not received within seven (7) days of the next regular Board meeting. The disposition of the grievance shall be decided by the Board and given to the grievant within seven (7) days following the meeting with the grievant.

d. Step Four – If the grievance is not resolved to the grievant or Union's satisfaction at Step Three of the grievance process, the Union, within seven (7) working days of receipt of the Board's answer at Step Three, shall appeal the grievance to mediation by requesting the Federal Mediation and Conciliation Service, or another mutually agreed upon mediator/mediation service, to appoint a mediator to conduct a grievance mediation session. Both parties agree to equally share any associated cost. The session shall be mutually scheduled between the Union and the Board. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendation(s) of the mediator are not final or binding nor may they be relied upon at Step Five (arbitration) and any settlements of the grievance at this step shall be based on mutual agreement of the parties. If a mutual agreement is not reached during mediation, the Union may appeal the grievance to Step Five (arbitration) of the grievance procedure.

e. Step Five – If the grievance is not resolved through mediation, the grievant (through the Association) may request a hearing before an arbitrator by completing Grievance Report Form.

1. The grievant's request for arbitration shall be made in writing seven (7) days following mediation. The grievant's request for arbitration shall be by certified mail with return receipt requested to the President of the Board. Within seven (7) days following receipt by the President of the grievant's request for arbitration, the Board or its designated representative and the grievant or his/her representative must mutually petition the Federal Mediation and Conciliation

Service (FMCS), or another mutually agreed upon mediator/mediation service, to provide a list of arbitrators. The arbitrator shall be selected by the alternate strike method with each party having the right to request a second list. Both parties agree to equally share any associated cost.

2. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the FMCS. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application, if agreed by the parties.

3. The arbitrator shall hold the necessary hearings and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to the Association Representative and Board Representative. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

4. 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 issue.

5. The costs and expenses of the arbitrator and FMCS shall be shared equally by the Board and the Association.

E. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.

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

3. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

ARTICLE 3 – COMPENSATION

A. Salary

1. Effective with the beginning of the 2025-2026 contract year, the base salary shall three percent (3%).

2. Effective with the beginning of the 2026-2027 contract year, the base salary shall increase by three percent (3%).

3. Effective with the beginning of the 2027-2028 contract year, the base salary shall increase by two percent (2%).

B. Salary Adjustment

When a teacher completes additional training which would qualify the teacher for a higher salary qualification, the salary shall be adjusted and reflected in the next pay following presentation of a certified transcript or letter of credit from the college (university) registrar or the course instructor. If a letter of credit is submitted, it must be followed as soon as possible by a certified transcript.

Any Master's level course that has been completed by the member that did not count directly towards the Master's Degree shall count towards the M+15 column regardless if the course(s) were completed before or after the completion of the Master's Degree.

C. Experience Credit

All employees, except retirees described in the next paragraph, who are eligible for membership in the bargaining unit, shall at their initial employment be given experience credit, earned in the field of teaching, up to and including ten (10) years. However, if necessary to fill a need in the District, experience credit for more than ten (10) years may be awarded.

All employees shall advance one (1) step on the salary schedule for each year of experience credit they earn in the District.

D. Longevity Payment

Teachers on step 20-24 will receive a longevity payment of $3,000 in addition to their regular salary according to the salary schedule. Teachers on step 25 and beyond will receive a longevity payment of $4,750 in addition to their regular salary according to the salary schedule.

E. Pay Days

Members of the bargaining unit will be compensated over the course of the year by electronic direct deposit on alternate Fridays. If a payday falls on a holiday, unit members will be paid on the preceding Thursday. If a bargaining unit member is on an approved leave on a Friday, direct deposit slips, if available, may be picked up after 2:00 PM on Thursday. When twenty-seven (27) pays occur in a fiscal year, the gross yearly salary shall be divided by twenty-seven (27).

F. Mileage

The Board shall pay the Internal Revenue Service rate per mile for authorized automobile

expenses. The outgoing and returning mileage shall be calculated to and from Southern Local School District's K-12 Building. Mileage reimbursement claims should be submitted monthly on forms provided by the Board.

G. Supplemental Salaries

Supplemental salaries shall be paid in accordance with the supplemental salary schedule in Appendix D.

H. Severance Pay

1. Certificated employees of the Southern Local Board of Education who make formal application for and who qualify for retirement benefits from the Ohio STRS and who submit to the Board their written resignation for retirement purposes shall be eligible for severance pay.

2. The amount of severance pay shall be determined by multiplying the daily rate of the staff member's salary at the time of separation from the Southern Local School District by one-third (⅓) of the unused accumulated sick leave, up to three hundred (300) days.

3. Severance pay shall be based upon the daily rate of pay as determined from the staff member's contract in effect at the time of separation of employment.

4. Payment of severance pay on the basis set forth above shall be considered to eliminate all sick leave credit accrued by the staff member.

5. Failure to apply for severance pay within one hundred twenty (120) days from separation from the Southern Local Schools shall constitute a waiver of any and all claims to severance pay.

I. Tuition Stipend

1. Effective July 1 and January 1 of each school year this Agreement is in effect, the Board shall appropriate by those dates, nine thousand dollars ($9,000.00) each semester to provide tuition reimbursement to teachers for earned college credit.

   The Board shall pay each certificated employee, upon completion of work and in compliance with the procedure below three hundred dollars ($300.00) per semester hour or one hundred fifty dollars ($150.00) per quarter hour or the actual tuition cost, whichever is less.

   Any appropriated monies not used for tuition reimbursement for the first semester shall be carried over to the second semester in a school year. Any appropriated monies left over at the end of the school year shall be carried over to the next school year, up to a maximum of fifty thousand dollars ($50,000.00).

a. Each class (course) submitted for approval must be submitted on a separate form (i.e., one application form for each course). If a complete description of the course is not provided which includes dates, course numbers, etc., tuition reimbursement will be refused.

b. Application forms will be submitted for approval no earlier than four (4) weeks prior to the first day of class.

c. If a bargaining unit member must withdraw from an approved course, he/she must resubmit for a substitute course if applicable. Bargaining unit members who resubmit courses shall move to the bottom of the list.

d. If a course gets canceled for reasons beyond the bargaining unit member's control, he/she must resubmit for a substitute course if applicable. Bargaining unit members who resubmit courses shall move to the bottom of the list.

2. All courses taken under this policy shall be approved by the Superintendent on a form supplied by the District prior to the course. Each form will specify the exact time and date submitted.

3. Approval shall be granted when the hours taken are within the curriculum of the Southern Local School District, administration, guidance, and to maintain or upgrade certification.

4. The maximum number of hours credit a teacher may use under this policy shall be twenty-one (21) semester hours or twenty-eight (28) quarter hours in any three (3) year period.

5. Available moneys shall be provided to pay tuition reimbursement on a first-to-apply basis.

6. Compensation for approved courses will be paid the pay period following receipt of an official transcript and payment receipt from the college or university where the courses are taken.

7. All graduate studies taken by certified employees who are reimbursed by another agency will not be eligible for this stipend for those same hours of credit.

8. Within a reasonable period of time following the receipt of a written request from Association officials, the Board will forward a list to the Association of individuals taking approved courses subject to the terms of this section each February and October.

J. STRS Board Pick-Up

STRS-Board "Pick-Up" shall be implemented and effective beginning with the first pay period of the 1984-85 school year for teachers. This change in procedure will be of no cost to the Board and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as present tax laws are in effect. Teachers are individually responsible for reviewing the relationship between this Article and their other tax deferral arrangements, if any.

K. Payment Errors

Errors in pay will be corrected within two (2) workdays from the date the error is reported, in writing, to the Treasurer of the Board. Sometimes situations may arise when corrections cannot be made within two (2) days; however, making corrections shall not exceed five (5) workdays. This section applies to: (1) regular salary; (2) supplemental salary; (3) severance pay; (4) mileage reimbursement; (5) tuition; and (6) conference and/or planning period pay.

L. Annual Attendance Incentive Attendance Incentive

A certified employee in the Southern Local School District shall be granted an attendance incentive stipend as follows:

1. Attendance Incentive shall be calculated on a quarterly basis beginning with calendar year in January in the following manner:

    a) 1st Quarter – January February March
    b) 2nd Quarter – April May June
    c) 3rd Quarter – July August September
    d) 4th Quarter – October November December

2. Each employee who misses one (1) day of work or less per quarter shall receive three hundred dollars ($300) per quarter for Quarters 1, 2, and 4 and two hundred dollars ($200) for Quarter 3.

3. A new employee shall be eligible for the incentive beginning with the first full Quarter after the employee's start date.

4. The incentive shall be paid in the employee's regular paycheck by the second pay of the new Quarter.

M. Prorated Pay of New Teachers

In the event that a newly hired member of the bargaining unit has not initially worked a full pay period prior to the end of the first pay period of the school year, his/her daily rate of pay shall be calculated by taking the individual's annual contractual salary and dividing it by

one hundred seventy-four (174). Then the daily rate of pay shall be multiplied by the actual number of days worked during that period.

Subsequent to their first pay period, newly hired members of the bargaining unit will be paid twenty-five bi-weekly pays the remainder of their annual contractual salary, which shall be calculated by subtracting the actual number of days worked in the first pay period from one hundred seventy-four (174) and then multiplying the difference from the subtraction by the member's daily rate of pay.

N. Intervention Teaching Compensation

Bargaining unit members are not required to perform intervention teaching or administrative duties related to intervention teaching. In the event a bargaining unit member does agree to perform such intervention work, he/she shall be compensated at the rate of thirty dollars ($30.00) per hour or any part thereof on a prorated basis.

O. Work Outside the Workday

Work outside the normal contracted workday, if approved by the Superintendent shall be paid at thirty dollars ($30.00) per or any part thereof on a prorated basis.

P. Meetings outside the Workday

TBT or BLT meetings held outside the contracted workday shall be paid at thirty dollars ($30.00) or any part thereof on a prorated basis.

ARTICLE 4 – INSURANCE PROVISIONS

Healthcare insurance will become compliant with the Affordable Care Act.

A. Hospitalization and Major Medical

1. The Board shall purchase from a carrier or self-insured plan licensed by the State of Ohio, a PPO hospital-surgical insurance coverage (UCR) for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications below.

   The health insurance plan will be a Qualified High Deductible Plan and Health Savings Account (HSA) with the deductible being three thousand three hundred dollars ($3,300) for single coverage and five thousand dollars ($5,000.00) for family coverage. Such HSA will be subject to IRS rules and regulations.

2. The Board shall pay ninety percent (90%) of the cost of such insurance and employees will pay ten percent (10%) of the costs of this insurance, with a cap of twenty-five dollars ($25.00) per month for family coverage and fifteen dollars ($15.00) per month for single coverage.

3. The Board will make the following annual contributions to the HSA on behalf of each employee for the duration of this contract: two thousand and ten dollars ($2,010.00) family plan and one thousand two hundred and fifty dollars ($1,250.00) single plan. The payment shall be made and posted by January 31.

4. Me Too Clause: Should the Board negotiate an agreement with the administrators that reflect lower deductibles, lower monthly payments or higher payments into HSA, this negotiated agreement will automatically be adjusted to reflect the greater benefit. Should the Board elect to reimburse administrators or waive expenses regarding the insurance plan, the Board shall provide equal to or better benefits to members.

5. Working Spouse Coverage

   If an employee's spouse is eligible for medical, prescription, vision, or dental insurance through their employer (or public retirement plan) said spouse must enroll in those benefits. In the event said spouse's employer (or public retirement plan) does not provide medical, prescription, vision, or dental coverage, then said spouse may enroll in those benefits provided by the Board.

   This requirement does not apply to any spouse who works less than 30 hours per week and/or is required to pay more than 40% of the single premium to participate in his/her employer's medical, prescription, vision, or dental coverage.

   Any employee's spouse who fails to enroll in any group insurance coverage sponsored by his/her employer (or public retirement plan) as required by this section shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

   Every employee whose spouse participates in the Board's group health insurance coverage and prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and prescription drug insurance coverage sponsored by the spouse's employer (or public retirement plan). If any employee fails to complete and submit the certification, such an employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board.

6. Cash Option in Lieu of Health Benefits

   Any full-time employee eligible for health insurance, prescription, vision, or dental coverage paid by the Board who elects to not enroll in those benefits will receive a cash payment of $5,000 split equally between the first two pays in January. Employees whose spouse is employed by the Board are not eligible for the cash payment option.

Each employee electing the cash payment must declare their intention not to participate in the Health Care Plan by August 3rd of each year and remain off the plan for one (1) calendar year. If the employee does not declare their intention to not participate in the Health Care Plan by the designated date, the employee will be ineligible for the cash payment. The year is defined as a 12-month period commencing with the first effective date of the plan's enrollment period. The employee is eligible to rejoin the health plan effective September 1st of the following year with the date of the plan's enrollment period.

Employees hired after September 1st must request the cash payment option within seven (7) days of hire date. The cash payment will be prorated based on the number of full months remaining in that year.

7. The Board shall provide only one (1) PPO, Dental Prescription and Vision, or two (2) single policies for married couples, if both are employed by the District.

8. Benefits.

   See Appendix C.

9. Any teacher, whether new or currently employed, but not covered by hospitalization insurance, may apply anytime but has a waiting period required by the carrier that is not to exceed thirty (30) days. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness as specified in the Ohio Revised Code for which the employee may use sick leave. Upon separation from employment the employee shall have the right to assume such coverage at his/her expense. Employees who, after thirty (30) years of experience, choose to retire from the teaching profession, may, if they choose to remain a part of the group insurance plan by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance.

B. Life Insurance

The Board shall pay one hundred percent (100%) of a fifty-thousand-dollar ($50,000) term life insurance policy for all employees.

C. Prescription Drug

Employees shall pay five dollars ($5.00) per month and the Board shall pay one hundred percent (100%) of the remaining cost of a prescription drug policy for all employees. Prescription drugs will be subject to the annual deductible. Once the annual deductible is met, prescription drugs will be covered in full (100%) for the remainder of the calendar

year.

D. Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or hereafter employed and his/her eligible dependent(s). The Board shall pay one hundred percent (100%) of the premium cost of such a plan. The effective date of coverage shall be the first day of the 1981-82 school year.

1. Specifications:

Maximum Benefits Per Person:

Class I, II, or III	Unlimited
Class IV	$1,000 per person
Deductible-Individual	$25.00 per Calendar Year
Deductible-Family	$50.00 per Calendar Year

2. Benefits Paid:

Class I, Preventive & Diagnostic.....No Deductible: 100% of reasonable & customary charges

- Routine Oral Exams - One every six (6) months
- Teeth Cleaning - One every six (6) months
- Fluoride Treatments - One every twelve (12) months
- Emergency Pain Treatments
- Space Maintainers
- Diagnostic X-Rays
- Tests and Lab Exams

Class II, Basic Restorative.....80% of the reasonable & customary charges

- Fillings - Amalgams, Silicate, Acrylic
- Root Canal Therapy
- Treatment of Gum Disease
- Repair of Bridgework & Dentures
- Extractions and Oral Surgery
- General Anesthesia - only if medically necessary

Class III, Major Restorative.....80% of the reasonable & customary charges

- Inlays, Onlays, Gold Fillings, or Crown Restorations
- Initial Installation of Fixed Bridgework
- Installation of Partial or Full, Removable Dentures
- Replacement of Existing Bridgework or Dentures

Class IV, Orthodontia..... 80% of the reasonable & customary fee charged by a dentist, not subject to deductible, for the following:

Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliances for to Control Harmful Habits
Retention Appliances (not in connection with full banded treatment)
Maximum per person - $1,000.00

E. Vision Insurance

The Board agrees to Plan D Vision Insurance for exams, lenses, and frames every twelve (12) months. Full coverage for necessary contact lenses; eighty dollars ($80.00) cosmetic contact lens allowance. Plan D calls for a five dollar ($5.00) deductible for examination and ten dollar ($10.00) deductible for materials.

Exam..... $50.00
Single Vision Lenses.....$45.00
Bifocal Lenses.....$60.00
Trifocal Lenses.....$70.00
Lenticular Lenses.....$100.00
Frames.....$45.00
Necessary Contact Lenses.....$180.00
Cosmetic Contact Lenses.....$80.00

F. Insurance Evaluation Committee

The Association and the Board shall maintain a committee of up to four (4) members each to study and evaluate different group plans available for hospitalization, major medical, term life, dental, vision, and prescription drug coverage and wellness initiatives. The purpose of the committee is to recommend, by December 31 of any contract year or a later date agreed to by the Superintendent and SLTA President, such plans to cover District employees that will be effective on a date agreed to by the parties. The discussions shall include the possibility of an FSA/§125 Plan. The Board and Association will consider the recommendations of this committee. The parties will invite OAPSE to participate on the committee and appoint three (3) members and one (1) representative of that Local's choosing. The committee shall meet at least every other month. The Treasurer and SLTA President's designee shall be a part of the Committee and must be present at all meetings. The committee shall seek training for its members through FMCS or another mutually agreed upon service. If there is a charge associated with the training, both parties agree to equally share the cost. If necessary, the Board shall provide release time for committee members to attend such training.

G. Insurance Provisions

All bargaining unit members will receive copies of insurance policies and complete plan descriptions for each of the insurance coverages provided. New employees shall receive these no later than thirty (30) days after being employed by the Board.

ARTICLE 5 – LEAVE PROVISIONS

A. Sick Leave

1. All full-time employees of the Board of Education are granted sick leave at the rate of one and one-fourth (1¼) days for each month of service. A total of fifteen (15) days per year (September 1 - August 31).

2. Sick leave is accumulative to a maximum of three hundred (300) days.

3. a. Sick leave may be used for illness, injury, pregnancy, exposure to contagious disease, and for illness or death in the employee's immediate family.

   b. Immediate family is interpreted to include father, mother, brother, sister, husband, wife, children, grandchildren, stepchildren, grandparents, parent-in-law, son-in-law, daughter-in-law or any other person who assumes a similar relationship to the employee. Any elderly relative, foster child or dependent person living in the employee's household shall be considered a member of the immediate family.

4. An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer his/her accumulated sick leave.

5. Unused accumulated sick leave shall be reported to the employees by the Treasurer every two (2) weeks on their paychecks.

6. If a new employee is absent for reasons covered by sick leave before he/she has had sufficient time to accumulate sick leave balance in order to avoid salary deductions, the following policy will prevail:

   a. A deficit of not more than five (5) days.

   b. No debit will be for a period extending beyond August 31.

   c. If an employee's employment is terminated while he/she still has a debit sick leave, a deduction will be made from his/her final check to balance his/her sick leave account.

7. Sick leave can be used in half or whole days.

8. A doctor's note is required after three (3) consecutive sick days. The doctor's note shall be given to the Treasurer for purposes of HIPPA compliance.

9. Bereavement Leave

Members of the bargaining unit shall be entitled to bereavement leave. The leave is intended for use upon death of non-family members with close ties to the bargaining unit member. Said leave shall be limited to one (1) day per incident, not to exceed two (2) days per year. Days are to be charged against sick leave. Additional leave may be granted and charged against sick leave.

B. Catastrophic Illness/Injury Assistance Program

In extraordinary circumstances (a catastrophe: i.e. life altering injury, illness or condition), the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific unit member who has exhausted or shortly will exhaust his/her accrued sick leave. A member may receive a transfer no more than sixty-five (65) days in any one school year. Bargaining unit members wishing to assist the member in need may transfer no more than five (5) days in any school year. Sick leave can only be transferred for the reasons set forth above for a member or a spouse or dependent children.

The sick leave transfer shall be submitted to the Sick-Day Bank Committee for approval after a written request from the Association for the transfer. The Sick-Day Bank Committee shall be composed of an equal number of Board representatives and SLTA representatives. In the event of a tied vote, the vote of the Board representatives shall break the tie. The request must detail the reasons for the transfer. The sick leave transfer is irrevocable and shall cause the contributing member to have his/her sick leave reduced accordingly. It shall be the responsibility of the Association to distribute the approved form and return those requesting a transfer of sick leave to the Treasurer's office.

C. Personal Leave

Each member of the bargaining unit shall have three (3) personal leave days per school year with pay. Except in cases of emergency, notification for personal leave shall be submitted three (3) days in advance of anticipated absence. Personal leave shall be restricted to the use of no more than two (2) teachers during the first five (5) or last five (5) days of the student school year per day, or on the day preceding or the day following a holiday or vacation, unless the restriction is waived by the Superintendent on a first-come, first-served basis. No more than five (5) teachers working in grades K-12 may be on personal leave per day on all other days of the year, unless the restriction is waived by the Superintendent on a first-come, first-served basis. Any unused personal leave shall be converted to sick leave up to the maximum accumulation set forth in Article 5 (A). Use of personal leave days will not count toward sick leave incentive.

D. Medical Leave

Medical leave shall be granted, upon request, to any employee, subsequent to the use of sick leave, for serious illness of the employee or for serious illness of the family (spouse/significant other, parent, child, or live-in relative) of the employee. Such leave shall be without pay and shall not exceed one (1) full year. Each employee shall be carried on the payroll records and shall receive all Board-paid fringe benefits for up to six (6) months after the beginning of his/her medical leave. After six (6) months, the employee shall be permitted to continue his/her insurance benefits by delivering a check for the full amount of the cost of benefits to the Treasurer's office five (5) work days before the Board is required to send payment to the insurance representative. An employee on medical leave may be required to recertify the need for medical leave at six (6) month intervals. An employee returning from medical leave shall provide a fit to return to work letter from the employee's treating physician (if requested by the Superintendent).

E. Assault Leave

1. Up to one hundred (100) days of assault leave shall be granted to an employee who is absent due to physical assault on the employee resulting from an assault which occurs as a result of the teacher's employment with the Board. The employee shall receive full pay and fringe benefits while on leave. Leave granted under this policy shall not be charged against sick leave. Any employee absent due to assault shall be obligated to provide the Board a physician's statement relative to the employee's need to miss work and subsequent ability to return to work.

2. Should an assault occur, the employee affected shall file with the Ohio Bureau of Workers Compensation. Any lost wages received from the Bureau will be deducted from what the Board is obligated to pay such employee.

3. Any employee assaulted shall file a report with local law enforcement authorities and shall cooperate with any investigation.

F. Sabbatical Leave

Sabbatical leave for each employee shall be recommended by the Superintendent and such recommendation may be approved by the Board provided the following requirements have been satisfied by each employee:

1. Sabbatical leave may be approved only for those employees who have taught in the Southern Local School District for five (5) or more years. Subsequent sabbatical leave may be granted after a minimum of five (5) years of additional teaching in the Southern Local Schools.

2. Sabbatical leave for professional self-improvement shall be granted for a specific period requested by the employee for not more than twelve (12) calendar months.

3. A planned program for the sabbatical leave must be approved by the Superintendent prior to making a recommendation to the Board.

4. Each employee shall receive the difference of their annual salary and the salary of the substitute hired to replace the member of the bargaining unit on leave. The employee on sabbatical leave shall receive all other fringe benefits as they would have received if they had remained in their full-time teaching position.

5. It is understood that the employee has a professional obligation to return to employment in the Southern Local School District upon the expiration of the leave. If the employee fails to return, he/she shall reimburse the Southern Local School District for all expenses of the sabbatical leave within twenty-four (24) months of his/her scheduled return.

G. Pregnancy Leave

1. Right to Leave

An employee who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy.

2. Application for Pregnancy Leave

Application for pregnancy leave should, when possible, be filed at least thirty (30) days prior to the beginning date of the leave. Such application may be amended as to the anticipated beginning and termination dates, at any time, whether before or after the commencement of the leave, based upon changes in the employee's condition, by the filing of an amended application and a statement of the employee's attending physician. Such application for amendments of leave shall be approved by the Superintendent.

3. Time of Leave

Pregnancy leave may begin at any point of the pregnancy and continue through the disability connected with delivery. Pregnancy leave may be followed by parental leave.

4. Rights on Leave

Employees on pregnancy leave shall: (1) be recognized as full-time employees and treated as such for all fringe benefit purposes, for up to one (1) year; (2) employees shall have the option of converting to sick leave.

5. Reinstatement Rights

An employee shall return immediately following the expiration of the leave and shall be reinstated to the same position, salary steps and range to that held prior to the leave unless leave extends beyond one (1) calendar year.

H. Parental Leave

1. An employee who becomes the parent of a newborn or an adopted child or the parent of a minor child who develops a severe health problem or is placed with a foster child, shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of birth or termination of pregnancy leave, adoption, or the date of the beginning of the severe health problem. The member may opt to use sick leave in lieu of unpaid leave until sick leave has been exhausted.

2. Application for Parental Leave

Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery, foster placement or adoption, the thirty (30) days rule shall be omitted, but the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

3. Time of Leave

Parental leave shall be for a period of up to one (1) year as defined on the leave application and may be extended for up to an additional one (1) year on the approval of the Superintendent.

4. Rights While on Leave

Employees on parental leave shall: (a) be recognized as full-time employees and treated as such for all fringe benefit purposes; for up to one (1) year unless such year is an extension of a pregnancy leave of one (1) year; (b) employees shall have the option of converting to sick leave.

I. Professional Leave

Reimbursement for attendance at professional meetings in performing Board authorized business will be governed by the procedure outlined below:

1. A written request must be made to the Board through the office of the Superintendent at least one (1) week in advance of the monthly Board meeting.

2. Upon return, an expense form available in the Superintendent's office is to be submitted including the following reimbursable items:

a. Round trip auto mileage at the negotiated rate specified in Article 3 -

Section E - Mileage;

b. Meals and lodging receipts;

c. Meeting registration fee receipts;

d. Other expenses may be listed, but will only be paid upon Board approval.

J. Leave of Absence for Professional or Other Purposes

Upon the written request of a member of the bargaining unit, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for professional or other purposes. Upon subsequent request, such leave may be renewed by the Board. Such leave is without pay and fringe benefits.

K. Association Leave

Duly authorized delegates or elected officers shall be permitted to attend meetings of the Ohio Education Association, the National Education Association, or the East Central Ohio Education Association without loss of pay. Such approval shall be given to delegates, officers or designees provided the total number of workdays does not exceed ten (10) over the course of the school year. Additional days may be granted under this section at the discretion of the Superintendent.

L. Jury Duty/Court Leave

1. An employee who is summoned for jury duty or who is appearing before a court or an agency as a witness or party in a civil proceeding shall be granted all necessary leave. If the party is appearing before a court or an agency as a witness in a criminal proceeding, the Superintendent may grant such leave at his/her discretion.

2. The employee's compensation for jury duty leave shall be with pay.

M. Restriction

Any employee on medical, assault or pregnancy leave shall not hold outside employment while on such leave without the prior written consent of the Superintendent.

N. FMLA

Any employee on FMLA leave shall be required to use their accrued sick leave. Once accrued sick leave has been exhausted, the employee shall be required to exhaust personal leave.

ARTICLE 6 – TEACHERS LIMITED CONTRACT

A. Certified employees of the Southern Local School District who do not qualify for a continuing contract shall receive limited contracts in the following order:

1st year - limited contract for one (1) year;
2nd year - limited contract for one (1) year;
3rd year & thereafter - limited contract for three (3) years.

B. A teacher becoming eligible for a continuing contract during the term of a limited contract, shall be considered for continuing contract status in April of the first year of eligibility.

C. The teacher must notify the Superintendent in writing by March 1 of the first year that the teacher is eligible for a continuing contract. Failure to notify the Superintendent by such time shall result in the employee not being considered for a continuing contract until April of the following school year, unless this requirement is waived by the Board.

ARTICLE 7 – NONRENEWAL

A. A full written record of evaluation of a teacher's professional service shall be maintained in accordance with the Evaluation Procedure prior to any action of dismissal (copies of such information shall be made available by the Administrator to said teacher upon written request).

B. Bargaining unit members will be notified of potential non-renewal by May 1 of the school year and, if requested in writing, will be given reasons for non-renewal within 10 days of the written request.

C. It is the intention of the parties that ORC 3319.11 and 3319.111 will apply for non-renewals.

ARTICLE 8 – PROFESSIONAL PERSONNEL RECORD FILE

A. There will be established and maintained one (1) official file on teaching staff members which will be maintained in the central office.

B. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material but indicates only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy. Upon the teacher's request, written reprimands and/or critical letters or those of a disciplinary nature will be removed from the teacher's personnel file providing that three (3) years have elapsed after the effective date of the document, providing there are no intervening reprimands or critical or disciplinary letters during the three (3) year period, or unless prohibited by law.

C. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them that could become a matter of record.

D. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record. However, anonymous materials may be investigated and remain a part of the file as required by law. That being said, anonymous material shall not interfere with a teacher's right to know and confront his/her accuser. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.

E. Material will be removed from his/her file when a teacher claims that it is inaccurate or unfair as sustained by the grievance procedure. A teacher shall be entitled to a copy at his/her expense of any material in his/her file.

F. Personnel record files shall include some or all of the following:

1. Application for employment, including references (references are confidential and not available to teachers).

2. Copy of the latest contract and/or salary notice.

3. Teaching certificate (copy).

4. Official transcript of college credits.

5. Record of military service.

6. Evaluation forms.

7. Letters of reprimand.

ARTICLE 9 – REDUCTION IN FORCE

A. Reasons for RIF

Any reduction of staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absences, financial reasons, or by reasons of suspension of schools or territorial changes affecting the District, abolishment of positions, or due to there being no vacant position for teachers who were once administrators in the District, or any other reasons authorized by ORC 3319.17 shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

B. Notification of RIF

1. The Board will notify the Association in writing of an impending RIF not less than thirty (30) days prior to Board action to implement the RIF. This notice will include:

a. The reasons for the RIF;

b. The specific position(s) being reduced;

c. The number of employees affected;

d. The name(s) of the employees to be affected;

e. The date of Board action on the RIF;

f. The effective date of the RIF;

2. Upon receipt of the notification, the Association may request a meeting with the Superintendent or his/her designee(s) to review the proposed RIF. A meeting shall be scheduled within ten (10) days of the request. If the RIF is for financial reasons, a detailed report on the financial affairs of the District will be provided to the Association President.

3. An employee to be laid-off due to a RIF will be notified in writing not less than ten (10) working days prior to Board action to implement the RIF. This notice will include:

a. The reasons for the RIF; reasons shall not be arbitrary or capricious.

b. The date of Board action on the RIF.

c. The effective date of the RIF.

4. Disagreements regarding RIF procedures shall be resolved through the grievance procedure and shall be initiated at Step III.

5. No reduction in force for the following school year shall be implemented after April 30. Further, this shall be the only time RIF shall be implemented.

6. No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member. However, the Board may nonrenew or terminate a teacher pursuant to ORC 3319.11 and 3319.16 respectively while a reduction in force is in process. The Board shall decide whether or not to replace a teacher who has been nonrenewed or terminated.

C. Seniority

1. Every teacher's name shall appear in order of seniority on a list for his/her areas of certification. Those teachers who have more than one (1) area of certification shall have their name on several different lists. This list shall be maintained and

updated on an annual basis and provided to the Association. Changes to the list will be provided to the Association no later than September 30 of each year.

2. Seniority is based on the length of continuous service in the bargaining unit, which is not affected by authorized leaves of absence. For purposes of RIF seniority, a teacher becoming eligible for a continuing contract during the term of a limited contract, shall be considered as if they had a continuing contract as soon as they meet all of the requirements. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts. Seniority of teachers who resign and are subsequently reemployed shall begin at the date of reemployment.

3. Where two (2) or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the school board meeting at which they were hired. Those teachers employed on the same date shall use the date on their application form for seniority purposes. If two (2) or more teachers employed on the same date have the same application date, then the order in which their names appear in the Board minutes shall be used to break the tie.

D. Procedure

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.

2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:

    a. Certification/Licensure within the affected teaching field

    b. Comparable evaluations as defined in this Agreement

    c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

3. Third, should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:

    a. Certification/licensure within the affected teaching field

b. Comparable evaluations as defined in this Agreement

c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

4. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order

E. Comparable Evaluations

Teachers rated accomplished, skilled and developing shall be deemed comparable. Teachers rated ineffective shall be deemed comparable.

F. Displacement Rights

1. Each continuing contract teacher involved in a staff reduction shall have priority over limited contract teachers and may displace a teacher based upon continuing contract status first, evaluation status second and their seniority when evaluation status is comparable.

2. A bargaining unit member with a continuing contract who holds more than one certification and whose position is affected by a RIF may displace a teacher in any field in which he/she is certified based upon continuing contract status first, evaluation status second and their seniority when evaluation status is comparable.

G. Recall

1. Names of teachers whose contracts are suspended due to a RIF shall be placed on a RIF list based upon continuing contract status, certification, evaluation status and seniority when evaluation status is comparable.

2. If an opening occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher’s responsibility to keep the Board informed of his/her whereabouts. The teacher shall notify within five (5) days from the date the letter is received to indicate his/her availability for such position.

3. Members with continuing contracts shall be recalled in preference to members with limited contracts, regardless of seniority. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status by the board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

4. Teachers whose limited contracts are suspended shall have the right to restoration by the board if and when teaching positions become vacant or are created for which any such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

5. Recalled teachers shall be restored by the Board at the same seniority, salary and fringe benefits as he/she would have received if a reduction had not taken place; provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended.

6. When a limited contract teacher's contract is suspended because of reduction in force, the teacher's name will remain on the RIF list for a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1 to September 1. The names of teachers who possess a continuing contract will remain on the RIF list indefinitely. The list must be available to the Association at all times.

7. During the applicable period of recall as specified in G.6. above, if a bargaining unit member voluntarily resigns, retires under an Ohio State Retirement System, refuses recall, or fails to respond to notification of recall by the Board, he/she shall forfeit all rights to recall provided under the Agreement.

8. Refusal of recall by a bargaining unit member shall not be cause for forfeiture of recall rights when such refusal is due to verifiable medical reasons, or is due to the fact that the position of recall does not pay what the position previously held by the employee would have.

9. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF list.

H. Employee Rights on Recall

1. The employer shall recognize additional certification that is earned and reported while an employee is on layoff status.

2. An employee who is awaiting recall will receive priority for long-term substitute assignments.

3. Refusal of substitute work by an employee who is awaiting recall will not affect his/her recall rights.

I. General Provisions

1. Reasons for all suspension of contracts as a result of a reduction in force shall not be arbitrary, capricious or discriminatory.

2. The procedure for the reduction in force shall be subject to the grievance procedure.

ARTICLE 10 – RESIGNATION

A. A teacher may terminate his/her contract with the Board by resignation at the close of any school year prior to July 11 or at any time by mutual consent of the teacher and the Board.

B. Requests for release from contract after July 10 of any given year will not be honored by the Board unless a satisfactory replacement can be secured prior to the release from the contract.

ARTICLE 11 – SCHOOL YEAR AND CALENDAR

A. Length of School Year

The school year shall consist of one hundred and seventy-four (174) days. Of those days, two (2) shall be teacher in-service days scheduled in accordance with Section D of this Article and one hundred and seventy-two (172) shall be for instruction. Of those one hundred and seventy-two (172) days, two (2) shall be for compensatory days following parent-teacher conferences and two (2) shall be for professional development/waiver days.

B. Calendar Committee

A representative of the Association shall serve on a joint committee to develop a school calendar. The committee recommendation shall be presented to the Board for consideration. If the Board rejects the recommendation, it will be sent back to the committee with recommendations. The committee shall meet, consider the Board's recommendation(s) and submit a new recommendation which shall be presented to the Board for consideration. The final decision shall be made by the Board subject to the public hearing required by ORC 3313.48(B).

The joint committee shall be composed of two (2) representatives each from the SLTA and OAPSE as well as members of the administration. Within a thirty (30) day period of time following approval by the Board, a copy of the calendar will be furnished to each bargaining unit member.

The Board shall approve a calendar for the following school year no later than December 15 of the previous year.

C. Parent-Teacher Conferences

Parent-teacher conference days may be scheduled on one (1) evening at the close of the regular school day and shall run continuously for six (6) hours, except that all teachers will be allowed a forty-five (45) minute break for dinner.

or

Parent-teacher conferences may be scheduled over two (2) evenings at the close of the regular school day and shall each day run continuously for two (2) hours and forty (40) minutes. The compensatory day will be determined by the calendar committee and will be a non-workday for all teachers.

D. In-Service Time

In-Service time shall be eighteen (18) hours per year. Six (6) hours shall be scheduled for the first day for teachers; six (6) hours shall be scheduled for the last day for teachers. A maximum of six (6) hours of in-service shall be obtained and credited during the school year. Bargaining unit members, with approval of the principal or the Superintendent, may attend an activity appearing on a list pre-approved by the Superintendent. Camp Fitch during the school year shall receive three (3) hours of in-service credit. The building principal or the Superintendent may pre-approve additional in-service hours, upon a teacher's request, for exchange of the last day's required hours. Alterations for the in-service time may be approved by the Superintendent and the Association President.

E. Teachers will not be required to report to work when the district has delayed or cancelled classes for students, due to disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstances that renders the school facility unfit for instructional use (calamity days). It is recognized that the one hundred and seventy-two (172) days of instruction is more than the minimum contact hours mandated by the Department of Education and Workforce. Therefore, the first six (6) calamity days shall not be made up.

The first six (6) calamity days may be counted as workdays. In the event more than six (6) calamity days are necessary, the next three (3) calamity days shall be online. Thereafter, the parties agree that any lost instructional time due to calamity days will be made up whenever scheduling permits. The Superintendent will consult with the Calendar Committee before making any changes.

ARTICLE 12 – SCHOOL DAY

A. The workday for junior/senior high bargaining unit members shall be seven (7) hours and thirteen (13) minutes, inclusive of lunch and planning period. The workday for elementary bargaining unit members shall be seven (7) hours and eight (8) minutes, also inclusive of lunch and planning period.

B. The Board may establish time before the start of school and after the end of school for student arrival and dismissal. Such time must be within the school day approved in A above.

C. A bargaining unit member's workday will be continuous from the time they are required to report to work.

D. Stipends for teachers who are assigned duties before and after school will receive one thousand dollars ($1,000.00) before school and one thousand dollars ($1,000.00) after school.

E. A good faith effort will be made to limit the number of preparations per teacher at the secondary level.

F. All bargaining unit members shall have at least thirty (30) continuous minutes of lunch time during which they are not assigned any work duties. Transition time shall not be considered part of member's thirty (30) minute lunch. There shall be no students assigned to their classroom during this time.

ARTICLE 13 – PLANNING TIME

A. Each teacher will have no less than two hundred (200) minutes planning time per five (5) day week, or the equivalent in weeks having fewer days.

B. Planning time shall be during the school day while students are present.

C. The Board retains the right to schedule planning time in accordance with the provisions established herein.

D. Those teachers who would normally have a planning period during a two (2) hour delay shall not have a planning period that day, unless it is part of a shortened period schedule.

ARTICLE 14 – CONFERENCE AND/OR PLANNING PERIOD PAY

A. When a teacher is absent from his/her assigned duties, the administration shall make every effort to secure an approved substitute teacher to carry on these duties of the regular absent teacher. If an approved substitute is not available, a teacher is not required to substitute during his/her conference and/or planning period or assume any duties of an absent member of the bargaining unit.

B. The Board shall pay each member of the bargaining unit thirty dollars ($30.00) for voluntary substitution per period.

ARTICLE 15 – ELEMENTARY ART, MUSIC, AND PHYSICAL EDUCATION

A. The Board of Education shall employ sufficient qualified personnel so that each elementary student shall have at least one (1) class period per week of music, art and physical education under the instruction of these specialists.

B. The regular classroom teacher shall be given planning time, free from other assigned

activities, while his/her class is under the supervision of the specialist.

ARTICLE 16 – BUILDING MEETINGS

Building meetings shall take place no earlier than forty-five (45) minutes before or no later than ten (10) minutes after school hours. Attendance at building meetings is mandatory unless on an approved leave or permission not to attend has been granted prior to the meeting. Meeting time preference shall be determined by majority vote of the teachers in the building during the first building meeting of the school year. Building meetings shall not occur more than once per month and shall not last longer than forty-five (45) minutes. Such meetings, except for emergency meetings, shall provide twenty-four (24) hours' notice to all employees affected. The Association shall have the right to address employees at the conclusion of a building meeting.

ARTICLE 17 – NOTICE FOR SCHOOL AND TIME FOR REPORTING ON DELAYED OPENINGS

A. A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the local news media for priority dissemination to students and staff members. Staff members shall not be required to report for duty when the system or a particular building is closed as stated above unless necessary pursuant to order of the Governor, Department of Health or Department of Education, except for snow/calamity days.

B. The decision of the Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the local news media for priority dissemination to students and staff.

C. Teachers affected by the notice of a delayed starting time will report to their buildings twenty (20) minutes prior to the delayed opening of school.

ARTICLE 18 – ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments

1. A written notice of the grade level or subject area assignment will be authorized by the Superintendent and will be given to the professional staff members prior to July 24.

2. Any changes in assignment necessary following subject notification shall be worked out mutually with the professional staff member.

B. Vacancies

1. The Superintendent shall prepare a list of all vacancies as soon as they become

known. A copy of this list shall be sent to each school and posted on the professional staff member's bulletin board and posted on school email for five (5) working days. If a vacancy occurs after the last teacher day in the school year and prior to the first teacher day in the following school year, jobs will be posted to each bargaining unit members school email. The list shall include the following information:

a. Position(s) available.
b. Qualifications for the job.
c. Deadline for application.
d. Effective starting date.
e. Any additional pertinent information.

2. Applications will be accepted from all current employees before applications will be accepted from persons not employed in the District.

3. The most senior employee requesting the transfer, who meets the stated position certification, license, and qualifications, shall be transferred to the position. No vacancy shall be filled through any other means if an employee meeting the stated qualification has made a voluntary transfer request. In addition, a teacher must serve in a position until the completion of the school year for which he/she changed positions.

4. Application must be submitted to the central office by 4:00 p.m. within five (5) working days of the original posting date, if the vacancy occurs during the school year of after July 10th. If the vacancy occurs after the last teacher day of the school year and prior to July 10th, the application must be submitted to the central office by 4:00 p.m. within ten (10) working days of the original posting date.

5. A copy of the written application initialed by the Administration, shall serve as written confirmation of the application.

6. If the Superintendent is not in receipt of any application within the specific time or in the event none of the applicants are considered qualified, he/she may then accept applications from outside the school system.

7. When a request to fill a vacancy is not approved, the Superintendent shall notify the professional staff member in writing, stating the reasons why the request was not approved. Notice shall be given to the professional staff member within ten (10) days of the posting's expiration date.

8. When a request to fill a vacancy is approved, the Superintendent shall notify the professional staff member in writing, stating the request was approved. Notice shall be given to the professional staff member within ten (10) days of the posting's expiration date.

C. Involuntary Transfer/Reassignment

1. A conference shall be held between the professional staff member and the building principal explaining the reasons a transfer of the individual is being considered. The professional staff member shall be given a written statement of these reasons at this time.

2. Professional staff members being transferred as a result of principal-initiated requests or administrative initiated requests shall be informed by July 24 and if suitable openings exist, the professional staff members shall be reassigned by the opening of school.

3. Professional staff members subject to involuntary transfer shall be offered a choice of available assignments for which they may qualify at the time any transfer is being considered, if one exists.

4. An involuntary transfer shall only be for good and just cause, namely, to meet the educational needs of the District.

5. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reasons.

D. Miscellaneous

1. No transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee.

2. No transfer shall be implemented during a period of Reduction in Force that will negatively impact the recall of an employee on layoff.

E. Supplemental Position Assignments

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

- Duration of supplemental contract
- Title of supplement position
- Amount of supplemental compensation or hourly rate by payment method
- Supplemental job description

1. An employee may not hold supplemental positions if the schedules for the supplemental positions directly conflict or would not permit the employee to perform his/her duties in supplemental positions adequately unless approved by the Superintendent.

2. Vacancies of supplemental contract positions shall be posted annually. All qualifications for the supplemental position shall appear on the posting notice. Bargaining unit members who meet stated qualifications on the job listing shall be granted the position according to seniority. Posting and filling of supplemental positions shall be in accordance with Section B of this Article.

   The Superintendent shall provide to the bargaining unit member written notice of its intent to non-renew the employee's supplemental contract five (5) days prior to the Board's action to non-renew the contract. Failure of the Board to provide timely notice of intent to non-renew or to act in a timely manner on the non-renewal on a supplementary contract shall result in the automatic renewal of the contract. After a one (1)-year probationary period, no supplemental contract shall be non-renewed without just cause. Non-bargaining unit members holding a supplemental position shall have those positions non-renewed annually and posted.

3. An employee will be paid at the first step of the supplemental salary schedule, if he/she has never held that position before.

4. Step credit will be given to a supplemental position, if an employee has held a supplemental position with identical step percentages (i.e., freshman class to sophomore class).

5. An employee's performance in a supplemental position shall not have an adverse impact on the employee's performance evaluation in his/her regular position.

6. The Superintendent, by written notice to the contracted employee, may cancel a supplemental contract and its duties if he determines that insufficient students are involved in the activity. The compensation will be prorated by the length of the service.

7. The Superintendent shall not be required to fill any supplemental in Appendix D. However, it is recognized that the Board, through its agents, may not request/require anyone to perform duties associated with a supplemental without granting the contract.

8. The District may post and fill multiple positions of the supplementals already defined in this Agreement (i.e. there can be more than one Assistant Baseball Coach).

F. Job Descriptions

Any revision to job descriptions must be ratified by both the Board and the Association.

ARTICLE 19 – NON-TEACHING DUTIES

Monitoring and supervising study halls, supervising recess(es), supervising the lunchrooms, supervising loading and unloading of school buses, and supervising hallways shall be rotated annually for members of the bargaining unit (contingent upon individual workload and District operational needs) in each building where any or all of the above-mentioned duties are by necessity to be performed by teachers. The Administration shall, during the term of this Agreement, endeavor to alleviate the assigning of non-teaching duties to members of the bargaining unit.

ARTICLE 20 – TEACHER EVALUATION

All procedural matters contained within the System shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of the Article. For OTES teachers, the district will utilize the Board's standards-based teacher evaluation policy set forth in Appendix E, which policy shall be adopted by the Board in consultation with the teachers employed by the Board pursuant to ORC 3319.111(A), known as OTES 2.

For non-OTES members the following evaluation procedure in A-F shall apply:

A. Purposes

1. To improve instruction.

2. To help the teacher to achieve greater effectiveness in teaching.

3. To provide definite written records of a teacher's performance to be used:

   a. As evidence of a teacher's performance.
   b. In advancement of position and awarding of continued employment.
   c. As reference material for recommendation to other systems.
   d. To serve as written documentation in cases of non-renewal.

B. Open Appraisal

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Newly hired personnel, during the first month of school, shall be advised by the building principal as to the evaluation procedure.

3. Each member of the bargaining unit shall receive notice of the week the observation shall occur in the week prior to the observation.

C. Fair Consideration of Work Efforts

1. No teacher shall be evaluated on his/her classroom performance except after fair

and reasonable observations of his/her classroom work. Each evaluation shall consist of a minimum of two (2) thirty (30) minute observations.

2. All observations shall be followed within five (5) school days by a conference between the principal and the teacher in order for questions arising from the observation to be discussed.

3. The principal shall write a report on all such observations.

4. All evaluations shall be in writing on the forms attached as Appendices E and F of this Agreement.

5. Teachers shall be given, within five (5) school days, a copy of any class visit report, evaluation report, or recorded observation prepared by their principals.

6. All evaluations shall acknowledge strengths as well as weaknesses.

7. All evaluations shall be signed by the evaluator and by the person evaluated and kept on file. The signature of the person evaluated shall not indicate agreement with the content of the evaluation but only that the evaluation has been inspected by him/her.

8. The person evaluated shall be given the opportunity to rebut the evaluation in writing.

D. Representation

If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall have the right to representation in any meeting with the Board or its agents.

E. Correcting Deficiencies

The written observation and/or evaluation shall include specific recommendations regarding any improvements needed in the teacher's performance and the means by which the teacher may obtain assistance in making such improvements.

F. Frequency of Evaluation

1. First-, second-, and third-year teachers should be evaluated a minimum of once per semester. The first evaluation shall be completed no later than January 25 and the second no later than April 1.

2. Teachers with more than three (3) years in the District should be evaluated a minimum of once every (2) school years. The principal may choose not to evaluate a teacher with a continuing contract and with at least twenty (20) years of service in the District.

3. Teachers with more than three (3) years in the District who are due for contract consideration shall be evaluated a minimum of once per semester.

4. Should any teacher request an evaluation, the person to whom the request is made will make such evaluation within ten (10) school days.

5. No observation shall occur in the first or last week of the school year, nor shall observations be made the day preceding or following a Board recognized holiday.

G. It is the intention of the parties that this procedure for non-OTES members supersedes ORC 3319.11 and 3319.111.

H. The Board and the Association shall establish a committee of four (4) persons each to recommend observation and summative evaluation instruments to be agreed to by the Board and the Association. The four (4) members from the Association shall be appointed by the Association President upon approval of the Association's Executive Committee and the four (4) members from the Board shall be appointed by the Superintendent. The committee shall meet annually and as necessary to address issues pertaining to teacher evaluations and shall make recommendations to the parties. Upon approval by the Board and the Association, changes shall be included in this Master Agreement as in Appendices G & H respectively.

I. Any video surveillance shall be used for security purposes only.

ARTICLE 21 – JUST CAUSE

A. Employee termination shall be pursuant to ORC 3319.16. No employee shall be disciplined without "just cause" and in compliance with applicable provisions of this Contract. Discipline shall not be applied in an arbitrary and capricious manner.

B. Bargaining unit members who violate the written rules, policies and regulations set forth by the Board of Education and the administration may be subject to progressive discipline. The purpose of this progressive discipline is to secure, at the lowest possible level solutions to problems which may arise during the school year affecting employees' classroom performance and/or compliance with district rules, regulations, policies, or directives in an effective and confidential manner.

1. Verbal Warning

   Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated. A verbal warning will remain in the employee's personnel file for one (1) calendar year.

2. Written Reprimand

Within five (5) workdays of knowledge of the event, the administrator shall meet with the employee to discuss the reprimand. A written reprimand will remain in the employee's personnel file for three (3) calendar years, unless required by law.

3. Suspension

a. The Superintendent may suspend an employee without pay for up to five (5) workdays.

b. In the case of suspension without pay the Superintendent will provide a Loudermill letter detailing the reason(s) for the discipline to the employee prior to suspension. After the Loudermill meeting, if the Superintendent determines suspension of five (5) workdays or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

c. In situations where serious misconduct is alleged (example: sexual assault) an employee may be suspended with pay during an investigation and any suspension (pre or post investigation) may be for more than five (5) workdays, with or without pay.

d. If requested in writing within three (3) workdays of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) workdays following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

e. Fringe benefits shall remain in effect during the time of any suspension.

f. If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the Association. When circumstances require, nothing herein shall preclude the Superintendent from suspending a Bargaining Unit member with pay.

C. Consultation with a teacher by an Administrator for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said teacher, shall upon request of the teacher, be in the presence of an Association representative and the Administrator making the charge or imposing the disciplinary action.

ARTICLE 22 – INDIVIDUAL CONTRACT SPECIFICATIONS

A. All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code.

B. Each individual teaching contract shall include the following:

1. Name of employee.

2. Name of the school district and Board of Education.

3. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.

4. Annual compensation to be paid for the first year of the contract.

5. Basis of determining compensation (i.e., amount of training and years of experience credited to the teacher).

6. Provision for signatures and dates of signature of the teacher and the President and Treasurer of the Board, and the date on which the Board approved the contract.

7. Any provisions called for by the terms of this Agreement.

ARTICLE 23 – ACADEMIC FREEDOM

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

B. The Board shall protect teachers from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

ARTICLE 24 – PERSONAL PROPERTY PROTECTION

The Board shall reimburse employees the cost of replacing or repairing clothing or personal property of the employee damaged while acting in the proper discharge of duties. Reimbursement shall be made for documented losses incurred as a result of vandalism, burglary, assault, or school disturbance as documented in the police report. If the personal property is covered by insurance, the Board will only pay the insurance deductible, provided the employee submits a claim to his/her insurance carrier. If the personal property is not covered by insurance, the Board will only pay a maximum of five hundred dollars ($500) per incident.

ARTICLE 25 – PROHIBITION AGAINST PUBLIC CRITICISM

Any criticism of an employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of pupils, parents of pupils, other employees, or at public gatherings. All critiques made shall be made confidential. Likewise, bargaining unit members shall make a good faith effort to refrain from public criticism of students, staff, administrators, and Board members.

ARTICLE 26 – CURRICULUM IMPROVEMENT COUNCIL

The Southern Local Board of Education, the Administration, and the Southern Local Education Association shall support the Curriculum Improvement Council. The committee shall have no official function other than to provide closer communication. The purpose of the Curriculum Improvement Council, hereinafter called the CIC, shall be to provide a liaison between the Superintendent and the staff members for sharing of professional and curricular concerns.

A. Membership in the Curriculum Improvement Council

1. The Southern Local Teachers' Association shall appoint two (2) members from the elementary and one (1) member each of the Southern Local Junior High and Southern Local High School for a total of four (4).

2. The Superintendent shall appoint four (4) members.

3. The Council shall select a chairperson from the members of the Council.

B. Function of the Council

1. To study, research, and evaluate areas of curriculum and instruction such as course offerings, special services such as guidance services, library services, health services, etc.; courses of study; textbook selection; CBE; Intervention; auxiliary academic programs such as spelling bees, academic competition, homework policies, grading policies, etc.

2. To make recommendations to the District's professional grade level/ departmental/special area curriculum-related committees for further in-depth study and/or consideration.

3. To identify and study areas where teachers are having problems in implementing present standards and proposing strategies in implementing new standards.

4. To recommend to the District In-service Committee priority needs for planning teacher in-service and staff development programs relating to the identified problem areas.

C. Meetings

1. CIC shall hold one (1) meeting per grading period with any additional meetings to be scheduled by CIC when necessary.

2. Meetings shall be open to all certificated staff.

3. Southern Local Board of Education, Southern Local Administrators, and Southern Local certificated staff shall receive copies of all written recommendations made by CIC.

D. In-service Credit

In-service credit shall only be given to members of the Curriculum Improvement Council and to those who have been approved for in-service credit in advance by the Superintendent.

ARTICLE 27 – MERGER/CONSOLIDATION

The Association shall be notified in advance of merger and/or consolidation plans the Board may explore with other districts. The Association shall be kept informed by the Administration and meet with the Administration if merger and/or consolidation options are pursued.

ARTICLE 28 – REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

ARTICLE 29 – ASSOCIATION RIGHTS

The Association shall have the exclusive organizational rights listed in this Article, not excluding or negating other rights detailed elsewhere in the Master Agreement.

A. Information Concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days; and (3) the final budget and appropriations resolution.

B. Notice of Board Meetings

The Board shall give the Association reasonable advance notice of all regular and special

Board meetings.

C. Board Meeting Participation

The Board shall allow Association representative a reasonable period of time, not to exceed thirty (30) minutes, to speak during the time reserved for public discussion at regular Board meetings.

D. Directory Information

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

E. Intra-District Mail

The Association shall have access to employee mailboxes and other facilities where mail is received and the use of the Board's intra-district mail services.

F. Use of Bulletin Boards

The Association may use designated space on bulletin boards in school offices and teachers' lounges for Association-related communication and notices.

G. Teacher Orientation

The Board shall allow an Association representative to address new teachers for a reasonable period of time not to exceed twenty (20) minutes during orientation meetings. The address shall be for the exclusive purpose of soliciting membership and explaining services offered by the Association.

H. Use of School Buildings

1. The Association shall have the right to use school buildings for Association meetings.

2. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made for appropriate custodial or security service. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events. Security and/or custodial costs beyond normal work hours shall be borne by the Association.

I. Use of School Equipment

1. The Association may use school computer equipment and peripheral devices,

facsimile machines, telephones, typewriters, copying machines, and audio-visual equipment provided that they are not being used or are not required for any school business or activity.

2. The Association shall provide the supplies or reimburse the Board for any supplies and shall promptly pay for all long-distance calls attributable to the Association's long-distance calls.

J. Transaction of Association Business

1. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities.

2. All visitors, including Association representatives, must report to the building office during teaching hours before transacting such business and sign in.

K. Released Time for Association President

Any Association officer may use his/her daily planning period for Association business as long as the business does not conflict with normal school operations.

L. Payroll Deductions for Association Dues and Political Contributions

1. <u>Dues</u>

A teacher may have dues of the National Education Association, the Ohio Education Association, the Eastern Central Ohio Education Association, and the Southern Local Teachers Association deducted from his/her pay in accordance with the following provisions:

a. A teacher must authorize the deduction of such dues in writing. Such authorization must be received by the Treasurer on or about October 1. The authorization is continuous annually unless revoked by the teacher giving written notice to the Treasurer between August 15 and October 1 of any year.

b. The deductions shall be made in twenty (20) equal installments beginning with the first pay in October and ending in July. The Treasurer shall monthly transmit to the Association Treasurer amounts so deducted.

c. A teacher who leaves the employ of the Board during the year and prior to deduction of annual dues shall have the total amount of dues yet collectible

deducted from the final paycheck. The Association shall hold the Board harmless and defend it against any claim by teachers based on such deduction.

2. Political Contributions

a. The Treasurer of the Board shall deduct from the wages and salaries of teachers such amounts for political organizations and parties and for nonpartisan issues as the teacher by written authorization may demand and shall transmit any amount so deducted as the authorization shall direct.

b. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.

c. The Treasurer shall deduct from the amount to be transmitted a uniform amount determined by the Board to be necessary to defray the actual cost of making such deduction.

ARTICLE 30 – ASSOCIATION FINANCIAL SECURITY

A. Recognition Exclusivity

The School Board recognizes the Association as the exclusive bargaining unit for the members of the bargaining unit described below. Exclusive recognition means that the Board will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with the terms of this Agreement.

ARTICLE 31 – MAINTENANCE OF STANDARDS

A. For the duration of this contract, the Southern Local Board of Education shall maintain all terms, conditions, and benefits of employment not less than the level in effect as of the effective date of this contract. Provided, however, during the time the Southern Local School District is under the jurisdiction of the State Department of Education, a reduction of any terms, conditions and benefits of employment are directed by the State Department, such directive will supersede the above paragraph.

B. The Board will meet immediately with the Association to outline the directive and the manner in which it will be instituted.

ARTICLE 32 – SEVERABILITY

A. This contract supersedes and prevails over all conflicting statutes of the State of Ohio except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code unless otherwise prohibited by law.

If any provision and/or application of this Agreement is held to be unlawful by a court of law having proper jurisdiction, or by a legislative act, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all of the provisions or applications otherwise not affected will continue in full force and effect. The parties shall meet within ten (10) days after a final determination to negotiate the unlawful provision and bring it into compliance with the law, unless the law allows for the current contracted provisions to be grandfathered until the end of the current collective bargaining agreement. If the parties fail to reach agreement over the affected provision, the parties shall utilize the dispute resolution procedures specified in Article 1 (C) - Negotiations Procedure.

ARTICLE 33 – EFFECTS OF AGREEMENT

A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added to, deleted from, or otherwise changed by an Agreement properly signed by each party.

Should there be any conflict between this Agreement and any past practice of the parties, then the terms of this Agreement shall prevail.

B. The parties acknowledge that during the negotiations which resulted in this Negotiated Agreement, each had the opportunity to make proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Negotiated Agreement.

ARTICLE 34 – PROFESSIONAL DRESS AND APPEARANCE

Southern Local Dress Code

As professionals in our schools, we realize and value the public's perception of our roles as mentors and models for students. Therefore, the following dress code will apply to all teachers, counselors and administrators throughout the school district. It is to be applied for all the days students are present, and for parent-teacher conferences.

Acceptable Attire:

- Clothes that maintain a professional and appropriate appearance
- Clothes that are neat, clean, and in good repair.

Rules of Staff dress code

- No hats
- No showing of skin between shirts and pant/skirts
- No Spaghetti straps, or sleeveless garments less than 2 inches, unless covered by a jacket or top
- No Graphic T-shirts (Except SL t-shirts)

Types of Clothing Not Permitted- Clothing that the employee would normally wear to the beach, to workout, to do yard work, or similar activities will never be appropriate for work and the professional setting. This includes, but is not limited to yoga pants, gym shorts, jeans that are skin tight, ripped or ragged.

ARTICLE 35 – ELEMENTARY STAFF RATIOS

A. The Association and Board agree that class size will generally be determined by the following ratios:

Grades K-2: Twenty-seven (27) students to one (1) teacher
Grades 3-6: Thirty (30) students to one (1) teacher

There shall never be more students assigned to a classroom than there are desks or workstations for the students

This school district has a philosophy of and shall make a good faith effort to maintaining the lowest student/teacher ratio possible. The philosophy shall remain in effect as stated for the term of this contract.

B. The Association and Board agree that they will meet during each school year in October, January, and April to review any changes in enrollment and to discuss any concerns relating to the staff/student ratios.

ARTICLE 36 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Local Professional Development Committee for the Southern Local School District shall be composed of two (2) administrators and three (3) teachers from the bargaining unit. Administrative members shall be appointed by the Superintendent and bargaining unit members shall be appointed by the Association.

B. Meeting dates, times, and locations shall be established by agreement of the majority of the Southern Local LPDC. The LPDC Chairperson is responsible for facilitating the processes related to the LPDC including obtaining an updated renewal list, calling meetings, communicating with other LPDC members and staff members renewing, and ensuring all paperwork is completed and filed correctly. The LPDC shall hold a minimum of three (3) meetings per year.

C. The Chairperson of the LPDC shall be paid a stipend of one thousand five hundred dollars ($1,500.00) per year and each member of the LPDC shall be paid a stipend of one thousand dollars ($1,000.00). These stipends shall be disbursed twice yearly in a separate check payable in the first pay in December and in the first pay in June.

D. The Southern Local LPDC shall be, by statute, the official licensure body for the Southern Local School District.

E. Members serving on the committee may resign before the expiration of their term, and in such case their stipend shall be prorated according to the months served on the committee for that school year in which they resigned.

ARTICLE 37 – ENTRY YEAR PROGRAM

A. Introduction

The Resident Educator Program for beginning teachers licensed after January 1, 2011 is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.

B. Definitions

1. Resident Educator Program
The two (2) year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Resident Educator Program Coordinator (REPC)

Eligibility criteria for selection as REPC shall be the same as the Resident Educator Mentor provided the REPC shall be required to have at least five (5) years of teaching experience in the southern Local School District and to have completed all other training required of Mentors prior to consideration as the REPC.
All procedures within the Master Contract pertaining to the posting and filling of vacancies shall be followed for the selection of the Resident Educator Program Coordinator.

a. The REPC will be granted a one (1)-year supplemental contract and will be paid one thousand five hundred dollars ($1,500.00) per school year.

b. The REPC will not be assigned a duty and the Administration will provide the REPC with one (1) period a day to enhance his/her ability to perform the necessary functions of that position.

c. Other released time will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.

3. Resident Educator Mentor

A resident Educator Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

a. In addition to the mutually agreed upon released time, each Resident Educator Mentor shall receive a supplemental contract and receive a stipend of five hundred dollars ($500.00) to a Resident Educator. In addition, the Board will pay all training fees required for Resident Educator Mentors to receive the mandatory ODE Mentor Training.

b. Resident Educator Mentors may be assigned one (1) or more Resident Educator as determined by the needs of the Program. A stipend of two hundred fifty dollars ($250.00) will be given for each additional Resident Educator assigned to a Resident Educator Mentor.

4. Resident Educator

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

5. Formative Assessment

Formative Assessment is diagnostic and designed to yield information that will help teachers identify specific area for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional development.

C. Resident Educator Mentors

1. Qualifications

a. The Resident Educator Mentor must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferable at least (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.)

b. The Resident Educator Mentor must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Resident Educator Mentor. Resident Educator Mentors shall be provided release time to attend said training. Should the training occur during the summer, the Resident Educator mentor will be compensated at their per diem rate.

c. The Resident Educator Mentor must hold a five (5)-year professional license or two (2)-year provisional license that has been renewed two (2) or more times (permanent certificate holders are included) and may be assigned to Resident Educator with the same area of certification/license.

d. The Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have

extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

D. Selection of the REPC and Resident Educator Mentor

1. All procedures within the Master Contract pertaining to the posting and filling of vacancies shall be followed for the selection of Resident Educator Mentors.

2. Selection for these positions shall be made by the Superintendent utilizing the ODE Guidelines for the selection of Mentors.

3. Should no Mentor be available in the area of certification/licensure of a Resident Educator, the Superintendent may assign a mentor from within the grade level or subject area most closely related to that of the Resident Educator.

E. Responsibilities

1. The Resident Educator Mentor shall carry out the Resident Educator program in conjunction with the Resident Educator rules, regulations and guidelines as developed by ODE.

2. The Resident Educator Mentor will use the Resident Educator Program and formative Assessment tools and protocols to support the Resident Educator.

3. The Resident Educator Mentor will be provided release time to observe Resident Educator as least three (3) times per year.

4. The Resident Educator Mentor shall be given no less than one (1) class period every three (3) weeks to meet and consult with their assigned Resident Educator.

F. General

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as a Resident Educator Mentor shall not be a part of the staff member's evaluation. Serving as a Resident Educator Mentor may be incorporated into the Mentor's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts toward licensure renewal.

2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

3. Neither the REPC nor any Resident Educator Mentor shall participate in the District's evaluation of any Resident Educator. No information obtained in the mentor/Resident Educator relationship shall serve as the basis for any summative formal evaluation of the Resident Educator's performance.

4. Neither the REPC, nor any Mentor Teacher, shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

5. Neither the REPC, nor any Mentor Teacher, shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator, or REPC/Resident Educator discussions.

6. At any time, if either the building Principal or REPC determines that the Resident Educator-Mentor situations not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the SLTA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Resident Educator Mentor whose position is ended and/or any mentor beginning an assignment after the start of the year will be paid in proportion to time served in the role.

7. The REPC and all Resident Educator Mentor and Resident Educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

8. Resident Educator Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or the teacher, with the exception of the REPC

9. Resident educators will be provided release time to observe other teachers at least two (2) times per school year.

10. The Resident Educator Mentor shall be held harmless in the event the District does not comply with the Resident Educator Program.

11. The Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator.

ARTICLE 38 – MANAGEMENT RIGHTS

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.

Unless the Board agrees otherwise in the specific and expressed terms of this Agreement, the Board has the right and responsibility to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board,

standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; the Board is not required to bargain on subjects reserved as set forth above except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of existing provision of this Agreement.

ARTICLE 39 – EMPLOYMENT OF RETIRED TEACHERS

1. For purposes of this article, a retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.

2. When the Superintendent determines that a vacancy exists, such vacancy will be posted in accordance with Article 18. After the vacancy procedure has been completed in accordance with the Master Agreement and no acceptable applicant is available to be hired from inside the bargaining unit, then the Board may consider and employ a retiree upon the recommendation of the Superintendent.

3. The step at which a retiree is placed on the salary schedule and the retiree's ability to advance on the salary schedule shall be determined by the Board to meet the educational needs of the district.

4. A retiree shall receive a one-year limited contract which shall expire automatically at the end of the term. No notice or Board action is required. Continuation of employment of a retiree through offering new one-year limited contracts which automatically expires shall be at the election of the Board and upon the recommendation of the Superintendent. A retiree is not eligible for a continuing contract regardless of years of employment with the Board.

5. A retiree shall accumulate and may use sick leave in accordance with Article 5, Section A. of this Agreement, but is not entitled to severance pay under Article 3, Section G. of this Agreement or under law upon the conclusion of employment as a retiree. A retiree shall also be entitled to personal leave under Article 5, Section B.

6. Retired teachers who are not eligible for Medicare and are rehired by the Board may participate in the insurance coverage set forth in Article 4 of this Agreement. Such teachers who are eligible shall enroll in Medicare.

7. A retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force under Article 9, Section G. of this Agreement and/or ORC 3319.17.

8. A retiree is eligible for a supplemental contract only at the discretion of the Superintendent and shall be paid as per the zero step of the supplemental salary schedule. This paragraph does not apply to those retirees employed by the Board prior to August 31, 2020.

9. The nonrenewal and evaluation procedure of ORC 3319.11 and 3319.111 do not apply to a retiree who has been rehired.

ARTICLE 40 – LABOR RELATIONS COMMITTEE

A. A committee to discuss matters of concern to the Association and building principals shall be established in each building. Each committee shall be composed of three (3) Association members and the building principals. Each committee shall meet at least once per grading period; the Association shall be responsible for arranging the meetings; and the building principals shall make a good faith effort to attend meetings. Meetings shall be immediately after school and be for no longer than forty-five (45) minutes.

ARTICLE 41 – UTICA SHALE ACADEMY

A. The Association recognizes that the Southern Local School District and Utica Shale Academy are two separate schools organized under separate sections of the ORC (§3311.03 and §3314, respectively).

B. Individuals hired by the Southern Local Board of Education prior to December 31, 2024, to perform work of a nature described in Article 1, Section A of this agreement for Utica Shale Academy shall be entitled to the following provisions of this agreement:

1. Individuals subject to a reduction in force shall be entitled to the provisions contained within Article 9 of this Agreement.

2. Individuals subject to nonrenewal shall be entitled to the provisions contained within Article 7 of this Agreement and shall be considered as if their position was reduced and shall have displacement rights in accordance with Article 9 of this Agreement.

3. Individuals holding supplemental positions shall remain in said supplemental position until the individual's resignation of the position or is nonrenewed in accordance with Article 18, Section E(3) of this Agreement.

4. Individuals shall be entitled to a salary that is equal to or greater than their base salary for the 2024-2025 academic year.

5. Individuals shall be entitled to insurance benefits in accordance with Article 4 of this Agreement.

6. Individuals shall be eligible for membership in the Southern Local Teachers

Association.

7. No other provisions of this Agreement shall apply.

C. The provisions in Section B of this article shall be grievable and grievances regarding those provisions shall be initiated with the Superintendent of the Southern Local School District at Step Two of the Formal Grievance Procedure in accordance with Article 2 of this Agreement.

D. Individuals hired by the Southern Local Board of Education after January 1, 2025, to perform work of a nature described in Article 1, Section A of this agreement for Utica Shale Academy shall be subject to the rules and regulations as determined by Utica Shale Academy and shall not be eligible for membership in the Southern Local Teachers Association.

E. Individuals hired by the Southern Local Board of Education to perform work of a nature described in Article 1, Section A of this agreement for Southern Local shall not be involuntarily transferred to Utica Shale Academy.

ARTICLE 42 – DURATION OF AGREEMENT

A. The Agreement shall remain in effect from September 1, 2025, until midnight, August 31, 2028.

B. In the event that the Board and the Association fail to secure a successor agreement prior to the expiration date of this Agreement the parties may mutually agree in writing to extend this Agreement for any period of time.

ARTICLE 43 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 15TH day of April, 2025, at Salineville, Ohio.

FOR THE BOARD:

President, Southern Local Board of Education

Superintendent of Schools

Treasurer

FOR THE ASSOCIATION:

President, SLTA

SLTA Negotiating Team Member

SLTA Negotiating Team Member

SLTA Negotiating Team Member

SLTA Negotiating Team Member

APPENDIX A – GRIEVANCE FORM

SOUTHERN LOCAL SCHOOL DISTRICT
TEACHERS GRIEVANCE REPORT FORM

GRIEVANCE # _____

Name of Grievant _____ Date Filed: _____

Building: _____ Assignment: _____

STATEMENT OF THE GRIEVANCE: _____

_____

_____

_____

_____

_____

APPLICABLE PROVISIONS OF THE CONTRACT: _____

_____

_____

RELIEF SOUGHT: _____

_____

_____

_____

_____

SIGNATURE OF GRIEVANT _____

Date Received _____Signature _____

APPENDIX B – SALARY SCHEDULE

Effective September 1, 2025 – August 31, 2026

Southern Local Year 1 (FY26)								
	Bachelors		Bachelors +5		Masters		MA+15	
0	1.00	$36,411	1.05	$38,231	1.15	$41,872	1.21	$44,057
1	1.05	$38,231	1.10	$40,052	1.21	$44,057	1.27	$46,241
2	1.10	$40,052	1.15	$41,872	1.27	$46,241	1.33	$48,426
3	1.15	$41,872	1.20	$43,693	1.33	$48,426	1.39	$50,611
4	1.20	$43,693	1.25	$45,513	1.39	$50,611	1.45	$52,795
5	1.25	$45,513	1.30	$47,334	1.45	$52,795	1.51	$54,980
6	1.30	$47,334	1.35	$49,154	1.51	$54,980	1.57	$57,164
7	1.35	$49,154	1.40	$50,975	1.57	$57,164	1.63	$59,349
8	1.40	$50,975	1.45	$52,795	1.63	$59,349	1.69	$61,534
9	1.45	$52,795	1.50	$54,616	1.69	$61,534	1.75	$63,718
10	1.50	$54,616	1.55	$56,436	1.75	$63,718	1.81	$65,903
11	1.55	$56,436	1.60	$58,257	1.81	$65,903	1.87	$68,088
12	1.60	$58,257	1.65	$60,077	1.87	$68,088	1.93	$70,272
13	1.65	$60,077	1.70	$61,898	1.93	$70,272	1.99	$72,457
14	1.65	$60,077	1.70	$61,898	1.93	$70,272	1.99	$72,457
15	1.65	$60,077	1.70	$61,898	1.93	$70,272	1.99	$72,457
16	1.65	$60,077	1.70	$61,898	1.93	$70,272	1.99	$72,457
17	1.65	$60,077	1.70	$61,898	1.93	$70,272	1.99	$72,457
18	1.65	$60,077	1.70	$61,898	1.93	$70,272	1.99	$72,457
19	1.65	$60,077	1.70	$61,898	1.93	$70,272	1.99	$72,457
20	1.70	$64,898	1.75	$66,718	1.99	$75,457	2.05	$77,642
21	1.70	$64,898	1.75	$66,718	1.99	$75,457	2.05	$77,642
22	1.70	$64,898	1.75	$66,718	1.99	$75,457	2.05	$77,642
23	1.70	$64,898	1.75	$66,718	1.99	$75,457	2.05	$77,642
24	1.70	$64,898	1.75	$66,718	1.99	$75,457	2.05	$77,642
25	1.70	$66,648	1.75	$68,468	1.99	$77,207	2.05	$79,392
26	1.70	$66,648	1.75	$68,468	1.99	$77,207	2.05	$79,392
27	1.70	$66,648	1.75	$68,468	1.99	$77,207	2.05	$79,392
28	1.70	$66,648	1.75	$68,468	1.99	$77,207	2.05	$79,392
29	1.70	$66,648	1.75	$68,468	1.99	$77,207	2.05	$79,392
30	1.70	$66,648	1.75	$68,468	1.99	$77,207	2.05	$79,392

3.00 % PCT

Step up Bonus Yr 1	
20-24	$3,000
25-29	$4,750
Included in Tables	

Effective September 1, 2026 – August 31, 2027

Southern Local Year 2 (FY27)								
	Bachelors		Bachelors +5		Masters		MA+15	
0	1.00	$37,503	1.05	$39,378	1.15	$43,128	1.21	$45,378
1	1.05	$39,378	1.10	$41,253	1.21	$45,378	1.27	$47,629
2	1.10	$41,253	1.15	$43,128	1.27	$47,629	1.33	$49,879
3	1.15	$43,128	1.20	$45,003	1.33	$49,879	1.39	$52,129
4	1.20	$45,003	1.25	$46,879	1.39	$52,129	1.45	$54,379
5	1.25	$46,879	1.30	$48,754	1.45	$54,379	1.51	$56,629
6	1.30	$48,754	1.35	$50,629	1.51	$56,629	1.57	$58,879
7	1.35	$50,629	1.40	$52,504	1.57	$58,879	1.63	$61,130
8	1.40	$52,504	1.45	$54,379	1.63	$61,130	1.69	$63,380
9	1.45	$54,379	1.50	$56,254	1.69	$63,380	1.75	$65,630
10	1.50	$56,254	1.55	$58,129	1.75	$65,630	1.81	$67,880
11	1.55	$58,129	1.60	$60,005	1.81	$67,880	1.87	$70,130
12	1.60	$60,005	1.65	$61,880	1.87	$70,130	1.93	$72,380
13	1.65	$61,880	1.70	$63,755	1.93	$72,380	1.99	$74,631
14	1.65	$61,880	1.70	$63,755	1.93	$72,380	1.99	$74,631
15	1.65	$61,880	1.70	$63,755	1.93	$72,380	1.99	$74,631
16	1.65	$61,880	1.70	$63,755	1.93	$72,380	1.99	$74,631
17	1.65	$61,880	1.70	$63,755	1.93	$72,380	1.99	$74,631
18	1.65	$61,880	1.70	$63,755	1.93	$72,380	1.99	$74,631
19	1.65	$61,880	1.70	$63,755	1.93	$72,380	1.99	$74,631
20	1.70	$66,755	1.75	$68,630	1.99	$77,631	2.05	$79,881
21	1.70	$66,755	1.75	$68,630	1.99	$77,631	2.05	$79,881
22	1.70	$66,755	1.75	$68,630	1.99	$77,631	2.05	$79,881
23	1.70	$66,755	1.75	$68,630	1.99	$77,631	2.05	$79,881
24	1.70	$66,755	1.75	$68,630	1.99	$77,631	2.05	$79,881
25	1.70	$68,505	1.75	$70,380	1.99	$79,381	2.05	$81,631
26	1.70	$68,505	1.75	$70,380	1.99	$79,381	2.05	$81,631
27	1.70	$68,505	1.75	$70,380	1.99	$79,381	2.05	$81,631
28	1.70	$68,505	1.75	$70,380	1.99	$79,381	2.05	$81,631
29	1.70	$68,505	1.75	$70,380	1.99	$79,381	2.05	$81,631
30	1.70	$68,505	1.75	$70,380	1.99	$79,381	2.05	$81,631

3.00%	**Pct**

Step up Bonus Yr 2	
20-24	$3,000
25-29	$4,750
Included in Tables	

Effective September 1, 2027 – August 31, 2028

Southern Local Year (FY28)								
	Bachelors		Bachelors +5		Masters		MA+15	
0	1.00	$38,253	1.05	$40,166	1.15	$43,991	1.21	$46,286
1	1.05	$40,166	1.10	$42,078	1.21	$46,286	1.27	$48,581
2	1.10	$42,078	1.15	$43,991	1.27	$48,581	1.33	$50,876
3	1.15	$43,991	1.20	$45,903	1.33	$50,876	1.39	$53,171
4	1.20	$45,903	1.25	$47,816	1.39	$53,171	1.45	$55,467
5	1.25	$47,816	1.30	$49,729	1.45	$55,467	1.51	$57,762
6	1.30	$49,729	1.35	$51,641	1.51	$57,762	1.57	$60,057
7	1.35	$51,641	1.40	$53,554	1.57	$60,057	1.63	$62,352
8	1.40	$53,554	1.45	$55,467	1.63	$62,352	1.69	$64,647
9	1.45	$55,467	1.50	$57,379	1.69	$64,647	1.75	$66,943
10	1.50	$57,379	1.55	$59,292	1.75	$66,943	1.81	$69,238
11	1.55	$59,292	1.60	$61,205	1.81	$69,238	1.87	$71,533
12	1.60	$61,205	1.65	$63,117	1.87	$71,533	1.93	$73,828
13	1.65	$63,117	1.70	$65,030	1.93	$73,828	1.99	$76,123
14	1.65	$63,117	1.70	$65,030	1.93	$73,828	1.99	$76,123
15	1.65	$63,117	1.70	$65,030	1.93	$73,828	1.99	$76,123
16	1.65	$63,117	1.70	$65,030	1.93	$73,828	1.99	$76,123
17	1.65	$63,117	1.70	$65,030	1.93	$73,828	1.99	$76,123
18	1.65	$63,117	1.70	$65,030	1.93	$73,828	1.99	$76,123
19	1.65	$63,117	1.70	$65,030	1.93	$73,828	1.99	$76,123
20	1.70	$68,030	1.75	$69,943	1.99	$79,123	2.05	$81,418
21	1.70	$68,030	1.75	$69,943	1.99	$79,123	2.05	$81,418
22	1.70	$68,030	1.75	$69,943	1.99	$79,123	2.05	$81,418
23	1.70	$68,030	1.75	$69,943	1.99	$79,123	2.05	$81,418
24	1.70	$68,030	1.75	$69,943	1.99	$79,123	2.05	$81,418
25	1.70	$69,780	1.75	$71,693	1.99	$80,873	2.05	$83,168
26	1.70	$69,780	1.75	$71,693	1.99	$80,873	2.05	$83,168
27	1.70	$69,780	1.75	$71,693	1.99	$80,873	2.05	$83,168
28	1.70	$69,780	1.75	$71,693	1.99	$80,873	2.05	$83,168
29	1.70	$69,780	1.75	$71,693	1.99	$80,873	2.05	$83,168
30	1.70	$69,780	1.75	$71,693	1.99	$80,873	2.05	$83,168

2.00%	**Pct**

Step up Bonus Yr 3	
20-24	$3,000
25-29	$4,750
Included in Tables	

SALARY INDEXES

STEP	BA	BA +5	MA	MA+15
0	1.000	1.050	1.150	1.210
1	1.050	1.100	1.210	1.270
2	1.100	1.150	1.270	1.330
3	1.150	1.200	1.330	1.390
4	1.200	1.250	1.390	1.450
5	1.250	1.300	1.450	1.510
6	1.300	1.350	1.510	1.570
7	1.350	1.400	1.570	1.630
8	1.400	1.450	1.630	1.690
9	1.450	1.500	1.690	1.750
10	1.500	1.550	1.750	1.810
11	1.550	1.600	1.810	1.870
12	1.600	1.650	1.870	1.930
13	1.650	1.700	1.930	1.990
20	1.700	1.750	1.990	2.050

APPENDIX C – INSURANCE BENEFITS

Effective January 2026

	Network	Out of Network

Waiting Period and Eligibility	Immediate	Immediate
Dependents Covered	To age 26	To age 26
Deductible (no cross application)	$3,300/$5,000	$6,300/$10,000
Lifetime Benefits	Unlimited	Unlimited
Coinsurance Levels	100/0	100/0
HSA Contribution by Board	$1,250/$2010	$1,250/$2010
Employee Contribution (per month)	$15/$25	$15/$25
Plan Co-Pays		
Pre-Admission Notification	Yes	Yes
Inpatient	100% after deductible	50% after deductible
Inpatient Mental Nervous/Sub. Abuse	100% after deductible	50% after deductible
Surgery	100% after deductible	50% after deductible
Surgical Assistant	100% after deductible	50% after deductible
ER (waived if admitted)	$150	$150
Physician Office Visit	100% after deductible	50% after deductible
Specialist Office Visit	100% after deductible	50% after deductible
Diagnostic Lab & X-ray	100% after deductible	50% after deductible
Radiotherapy	100% after deductible	50% after deductible
Speech Therapy	100% after deductible	50% after deductible
Outpatient Physical Therapy	100% after deductible	50% after deductible
Outpatient Inhalation Therapy	100% after deductible	50% after deductible
Chemotherapy	100% after deductible	50% after deductible
Outpatient Cardiac	100% after deductible	50% after deductible

APPENDIX D – SUPPLEMENTAL SALARY SCHEDULE

All supplemental contracts for extra-curricular activities are computed on a percentage of the beginning teacher's bachelor pay scale effective at the beginning of the school year.

The percentages are as follows:

A. Athletic

	Year 1	Year 2	Year 3	Year 4	Year 5
Athletic Director - Assistant	13%	14%	15%	15%	15%
Baseball (Boys Head)	11%	12%	13%	14%	15%
Baseball - Assistant	10%	11%	12%	13%	14%
Basketball (Boys Head)	16%	17%	18%	19%	20%
Basketball (Boys Reserve)	10%	11%	12%	13%	14%
Basketball (Boys Frosh)	8%	9%	10%	10%	10%
Basketball (Boys Junior High)	7%	8%	9%	9%	9%
Basketball (Girls Head)	16%	17%	18%	19%	20%
Basketball (Girls Reserve)	10%	11%	12%	13%	14%
Basketball (Girls Junior High)	7%	8%	9%	9%	9%
Bowling	10%	11%	12%	13%	14%
Cheerleader (Varsity)	11%	12%	13%	14%	15%
Cheerleader (Junior High)	7%	8%	9%	9%	9%
Cross Country (Head)	11%	12%	13%	14%	15%
Football (Head)	16%	17%	18%	19%	20%
Football (Assistant)	10%	11%	12%	13%	14%
Football (Junior High)	7%	8%	9%	9%	9%
Golf	11%	12%	13%	14%	15%
Softball (Girls Head)	11%	12%	13%	14%	15%
Softball (Girls Assistant)	10%	11%	12%	13%	14%
Track (Boys Head)	11%	12%	13%	14%	15%
Track (Boys Assistant)	10%	11%	12%	13%	14%
Track (Girls Head)	11%	12%	13%	14%	15%
Track (Girls Assistant)	10%	11%	12%	13%	14%
Track (Junior High)	7%	8%	9%	9%	9%
Volleyball (Frosh)	10%	10%	10%	10%	10%
Conditioning	4.5%	4.5%	4.5%	4.5%	4.5%
Volleyball (Girls Head)	16%	17%	18%	19%	20%
Volleyball (Girls Reserve)	10%	11%	12%	13%	14%
Volleyball (Girls Jr. Hi)	7%	8%	9%	9%	9%
Jr. High Wrestling Coach	7%	8%	9%	10%	11%
Sr. High Head Wrestling Coach	16%	17%	18%	19%	20%
Sr. High Assistant Wrestling	10%	11%	12%	13%	14%

B. Non-Athletic

	Year 1	Year 2	Year 3	Year 4	Year 5
Freshman Class Sponsor	2%	4%	4%	4%	4%
Sophomore Class Sponsor	2%	4%	4%	4%	4%
Junior Class Sponsor	5%	7%	9%	9%	9%
Senior Class Sponsor	5%	7%	9%	9%	9%
Student Council Advisor	9%	9%	9%	9%	9%
Play Advisor	5%	5%	5%	5%	5%
Club Advisor	4%	4%	4%	4%	4%
Special Education	4%	4%	4%	4%	4%
Pep Band	3%	3%	3%	3%	3%
Yearbook Advisor (Jr/Sr High)	10%	11%	12%	13%	14%

C. Year-long activities will be paid in December and June in the first pay of the month. Coaching salaries and Cheerleader Coach salaries will be paid upon completion of the tournament season, providing that all equipment and uniforms have been stored properly and a post-season conference has been held with the Athletic Director or Head Coach or Principal.

D. Pay for conditioning shall be available for the head basketball, football, volleyball and cross-country coaches provided they have contact with Southern Local athletes on 15 separate occasions prior to their respective season. A day shall constitute an occasion. A conditioning program must occur outside the dates during which time a coach may schedule practice as established by the Ohio High School Athletic Association. Examples of contact with Southern Local students shall be limited to open gym, team camp, summer league, conditioning and weightlifting. Pre-approval must be granted by the Athletic Director and Building Principal prior to initiating a conditioning program. The Building Principal shall establish guidelines to apply for pre-approval of a conditioning program.

E. Association members shall have the right to bid on Virtual Learning Academy (VLA) opportunities as they become available. These VLA opportunities shall be posted by the Superintendent, bid upon by, and awarded to association members based on seniority and licensure area and be paid at two-hundred and forty dollars ($240.00) for thirty-six (36) lessons and one-hundred and twenty dollars ($120.00) for eighteen (18) lessons.

APPENDIX E – STANDARDS-BASED TEACHER EVALUATION SYSTEM

I. SCOPE AND PURPOSE

DEFINITIONS

A. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

B. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

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

D. 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) and § 3319.112.

E. Evaluation Instruments: Refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric." See Appendix H.

F. 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.

G. Evaluation Rating: The final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle. The final rating shall be holistic in that all components of the rubric will be considered before a final rating is determined. Any area marked N/A shall not negatively impact the evaluation rating.

H. 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. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

I. High Quality Student Data: (HQSD): 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 (1) 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.

J. Improvement Plan: A detailed, written plan by the evaluator in consultation with the teacher utilized only when a teacher receives an evaluation rating of Ineffective or when any individual deficiency is identified in the evaluation system. The approved form for the improvement plan is attached to this Agreement as Appendix H.

K. 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).

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

M. Poorly Performing Teacher: Refers to teachers who receive a holistic rating of Ineffective at the conclusion of a formal evaluation cycle or who demonstrate an inability to correct deficiencies noted in the evaluation process.

N. 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 H.

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

1. A license issued under O.R.C. § 3319.22, § 3319.26, § 3319,222 or § 3319.226; or

2. A permanent certificate issued under O.R.C. § 3319.222 as it existed prior to September 2003: or

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

4. A permit issued under O.R.C. § 3319.301.

P. 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 H of this Agreement.

Q. Credentialed Evaluator: The appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this Agreement, each teacher subject to evaluation will be evaluated by a person who:

A. Meets the eligibility requirements under O.R.C. § 3319.111(D); and

B. Holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

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

PURPOSE

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

A. Advance the professional learning and practice of teachers individually and collectively in the District.

B. Inform instruction.

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

APPLICATION

A. The teacher evaluation procedure contained in this Agreement applies to teachers in the District as defined above in Section 1 (O).

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

4. Is a substitute teacher.

II. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will, in accordance with O.R.C. § 3319.111(A) and in consultation with the Board, assist in establishing the policies, procedures, and processes, 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. Such policies, procedures, and instruments shall conform to O.R.C. § 3319.112.

A. Committee Composition

1. The committee shall have equal representation from the Board and the Association.

2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District.

3. After the Association member's term, or removal therefrom, the Association President shall appoint a successor.

B. Committee Operation

1. Members of the committee shall receive training in all aspects of OTES 2.0 or its successor, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

2. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members.

4. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

5. All decisions of the committee shall be achieved by consensus.

6. At each initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.

7. Members of the committee shall receive release time for committee work and training during the contractual workday or any committee work. OR Training and committee meetings held outside of the contractual workday shall be paid at each employee's per diem rate.

8. The committee may establish sub-committees to assist with their work.

9. Sub-committees shall be jointly appointed by the Superintendent/designee and the

Association President.

10. The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

3. 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 subject to ratification by both parties.

D. Secretarial Support

The District shall provide secretarial support and assistance to the committee. Responsibilities shall include note taking, copying, committee meeting notifications, communications, distribution of materials, and other duties as needed.

III. EVALUATORS

QUALIFICATIONS AND ASSIGNMENT

A. Each evaluator shall be a credentialed evaluator as defined in Section 1 (Q) above. If the evaluator is an employee of the Southern Local School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C. The evaluator must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and a good faith effort shall be made to notify the teacher ten (10) days prior to the commencement of the evaluation cycle, or in the case of a new teacher, within thirty (30) days of the first day employed.

C. Evaluator assignments shall be made pursuant to the following requirements:

1. When possible, for those teachers with an evaluation rating of Skilled, Developing, or Ineffective on their most recent evaluation, the evaluator shall be the teacher's

immediate administrator.

2. For those teachers with an evaluation rating of Accomplished on their most recent evaluation, the teacher shall select their evaluator not later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.

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

4. Should an unforeseen emergency arise; a new evaluator must be chosen in consultation with the teacher.

5. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher or made false claims against the teacher.

D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

IV. ORIENTATION AND PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this Agreement. All professional development will align with the Ohio Professional Development Standards.

B. Joint Training on Evaluation Instrument: Before the beginning of each evaluation cycle, the Board shall provide joint training for administrators, evaluators, and teachers which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure. Written guidance shall be provided when possible.

C. Evaluators shall be credentialed evaluators as defined in Section I (Q) above.

D. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association President within ten (10) days of the District becoming aware of the failure.

FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

A. When a teacher is designated to an improvement plan, the evaluator and teacher shall

jointly identify training, classes, resources, etc.
The District shall provide adequate funding for orientation, professional development/growth, improvement plans, and training.

V. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

A. No teacher shall be subject to more than one (1) evaluation cycle per school year.

B. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

CRITERIA FOR PERFORMANCE ASSESSMENT

A. 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 H of this Agreement, as developed pursuant to O.R.C. § 3319.112.

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

C. 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.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

F. No teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

H. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form)

OBSERVATIONS

Schedule of Observations

A. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation shall be performed during the first semester of the academic school year. The second shall be performed during the second semester of the academic school year. There shall be at least three (3) weeks between formal observations.

B. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than April 30th.

C. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2) classroom walkthroughs) unless the Superintendent waives the third observation.

D. Any teacher who receives an evaluation rating of "Skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing by evidence available to the evaluator, that the teacher is not making progress on their professional growth plan. However, all teachers in the last year of a limited contract shall participate in the evaluation cycle regardless of the teacher's holistic rating.

E. Any teacher who receives an evaluation rating of "Accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan. However, all teachers in the last year of a limited contract shall participate in the evaluation cycle regardless of the teacher's holistic rating.

F. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.

G. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days unless necessary to comply with statutory timelines.

H. A teacher may request a formal observation at any time in addition to those required by this procedure.

I. All formal observations shall be announced.

Observation Conferences

A. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. The purpose of the first pre-conference is to provide the evaluator and teacher an opportunity to discuss: the date of the observation, objectives of the observation, prior learning experiences of the student as well as characteristics of the students and learning environment, instructional strategies, student activities and materials, differentiation based upon student needs and assessment data to be collected which is based upon the rubric (Appendix H). The pre-conference for the second observation will generally be more focused than the first.

B. A post observation conference shall be held no more than five (5) working days to determine areas of identified focus which may be areas of strength, weakness or both. The evaluator shall discuss areas that need improvement and provide suggestions and means for improvement as well as a narrative summary to document each formal observation. Further written documentation may be requested by the teacher.

WALKTHROUGHS

A. A walkthrough is a formative assessment (Also known as an informal observation). It is meant as a "snapshot" of educational planning and procedures as outlined in Appendix H. There may be an emphasis on identified focus areas which would be mutually agreed upon in advance of the walkthrough. It is anticipated that only some of the following components will be observed during any single walkthrough. After the walkthrough the teacher will be provided with brief written note(s) or a summary:

1. Evidence of planning;

2. Lesson delivery;

3. Differentiation;

4. Resources;

5. Classroom environment;

6. Student engagement;

7. Assessment;

8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

B. Classroom walkthroughs shall be no less than ten (10) but not more than fifteen (15)

minutes.

C. Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

D. Walkthrough notes will be provided no later than five (5) workdays following the walkthrough.

E. At the request of the teacher, a formal debriefing shall occur whenever possible no later than two (2) workdays after the walkthrough to discuss observations of the evaluator.

HIGH QUALITY STUDENT DATA (HQSD)

A. 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.

B. 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.

C. The Evaluation Committee, whenever possible, shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

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

1. Knowledge of the students to whom the teacher provides instruction;

2. The teacher's use of differentiated instruction practices;

3. Assessment of student learning;

4. The use of assessment data;

5. Professional responsibility and growth.

E. No evaluation factor shall be impacted by student performance on a test or tests.

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

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

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

1. Teachers whose final holistic 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.

2. Teachers whose final holistic 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.

3. Teachers whose final holistic rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this Agreement.

4. Teachers whose final holistic rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this Agreement.

B. 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.

C. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;

2. Specific, evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan; and

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

5. The online Ohio Evaluation System will be utilized and accessible to staff in real time. All forms in Appendix F are housed in the online Ohio Evaluation System.

D. No improvement plan or professional growth plan will have more than two (2) achievable goals per evaluation cycle.

MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

A. The District shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

B. Role of the Mentor Teacher

1. The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

2. The mentor teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license.

3. The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.

4. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

C. Release Time/Compensation

1. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

D. Protections

1. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

2. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator Program.

3. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

4. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.

5. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

6. If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

FINALIZATION OF EVALUATION

A. Written Report

Before the evaluation cycle is final, and not later than May 10th, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

B. Completion of Evaluation Cycle

1. Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

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

6. The Superintendent shall annually file a report to the ODE including only the following information:

   a. the number of teachers for whom an evaluation was conducted;

   b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

   All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

7. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information is transmitted outside of the District.

DUE PROCESS AND RETENTION

Nothing in this section shall be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the SLTA. The evaluation system and procedures set forth in this section shall not create an expectation of continued employment for teachers on a limited contract that are evaluated in compliance with the procedures set forth in this collective bargaining agreement. The Board reserves the right to nonrenew a teacher evaluated under this section in accordance with ORC 3319.11 notwithstanding the teacher's holistic rating.

APPENDIX F – OTES EVALUATION FORMS

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,*	**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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
common assessments	**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 contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The 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	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.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
				Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.	
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources*	**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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
of Evidence: analysis of student data, pre-conference, artifacts, student surveys					school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration	**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 demonstrates	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 consistently

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*		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 does not give students feedback.	some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	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 gives students substantive, specific and timely feedback to support their learning.	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 gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring	The teacher fails to	The teacher inconsistently	The teacher consistently	The teacher consistently

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**student understanding** Element 3.2 Element 3.3	monitor and address student confusion and misconceptions.	monitors or incorrectly addresses student confusion and misconceptions.	monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	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.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned	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	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	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	will be demonstrated. The teacher uses limited differentiated instructional strategies or resources. -	demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence:*	**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	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	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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys			about classroom operations.	effective operation of the classroom.	operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them 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

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		students.	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	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES	**Communication and collaboration with families**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies	The teacher uses effective and appropriate communication and	The teacher uses multiple effective and appropriate communication and engagement strategies with

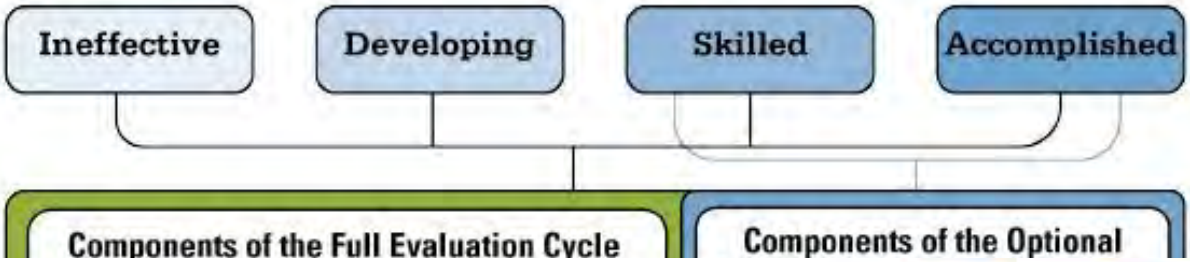
ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan,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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 7.1	federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	Professional Conduct for Ohio Educators.	federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Ohio Teacher Evaluation System (OTES 2.0) Framework*

The State Board of Education values the importance of promoting educator professional growth that leads to improved instructional performance and student learning. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.

Each teacher will be evaluated according to Ohio Revised Code and the ***Ohio Teacher Evaluation Framework,*** which is aligned with the ***Ohio Standards for the Teaching Profession*** adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the ***Teacher Performance Evaluation Rubric.***



#EachChildOurFuture

The local board of education may elect to evaluate less frequently each teacher rated **Accomplished** on the teacher's most recent evaluation once every three years, provided the teacher submits a self-directed Professional Growth Plan** to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Accomplished** may choose their credentialed evaluator for the evaluation cycle.

The local board of education may evaluate less frequently each teacher rated **Skilled** on the teacher's most recent evaluation once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan** for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan** that is guided by the assigned credentialed evaluator.

A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

High-Quality Student Data to Inform Instruction and Enhance Practice

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of district-determined high-quality student data to **provide evidence of student learning attributable to the teacher** being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

It is recognized there are many types of data that can be used to support student learning, and the data include much more than just test scores. *These types of data and their uses are important and should continue to be used to guide instruction and address the needs of the whole child but may not meet the definition of high-quality student data for the purpose of teacher evaluation.*

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the

Additional Requirements

Teachers must be provided with a written report of the results of their evaluation.

Additionally, at the local level, the board of education will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and removal of poorly performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local board of education will provide for the allocation of financial resources to support professional development for all teachers. The local board of education will also ensure that poorly performing teachers are provided with professional development to accelerate and continue teacher growth.

LEGAL REFS. ORC 3319.111; 3319.112

* The ***Ohio Teacher Evaluation System 2.0 Framework*** represents the required basic structure of the teacher evaluation system. For additional guidance, please see the ***Ohio Teacher Evaluation System 2.0 Model,*** which provides definitions of terms, detailed suggested implementation, and best practices for evaluating teachers in Ohio.
**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. However, *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.

Professional Growth Plan

A Professional Growth Plan (PGP) should articulate a clear set of action(s) for a teacher's individualized professional growth. The annual plan should be aligned to both the Ohio Standards for the Teaching Profession (ORC) 3319.61 and Ohio's Professional Development Standards (ORC) 3319.075. The PGP should reflect the expectations set in OAC 3301-24-06 (A) ...*professional development should lead to new or enhanced knowledge in the classroom and be related to student achievement.* To inform their PGP, a teacher may elect to use such tools as Master Teacher Process/Status, National Board Process/Certification, Advanced Licensure, Consistently High Performing Status, leadership roles, active involvement in state and national education organizations and the optional self-reflection form. The teacher assumes professional responsibility for the plan's implementation in conjunction with the identified support from their employing district (see ORC 3319.112 (A)(9)(10)). Accordingly, the plan is informed by the most recent evaluation cycle and aligns with any district and/or building required plan under ESEA/ESSA.

Teacher Name: **Evaluator Name:** **SY:** ___Self-Directed Accomplished ___Jointly Developed Skilled ___Evaluator Guided Developing

Organizational Area, Domain, Standard and/or Element:
The teacher may identify one or two area(s), domain(s), standard(s) an/or elements or a combination thereof as focus areas, when applicable.

___ **Instructional Planning**

___ Focus for Learning

___ *Standard 1* - Element(s) 1 2 3 4 5

___ *Standard 2* - Element(s) 1 2 3 4 5

___ *Standard 3* - Element(s) 1 2 3 4 5

___ *Standard 4* - Element(s) 1 2 3 4 5 6 7

___ Knowledge of Students

___ *Standard 1* - Element(s) 1 2 3 4 5

___ *Standard 4* - Element(s) 1 2 3 4 5 6 7

___ *Standard 6* - Element(s) 1 2 3 4

___ **Instruction and Assessment**

___ Lesson Delivery

___ *Standard 2* - Element(s) 1 2 3 4 5

___ *Standard 3* - Element(s) 1 2 3 4 5

___ *Standard 4* - Element(s) 1 2 3 4 5 6 7

___ *Standard 5* - Element(s) 1 2 3 4 5

___ *Standard 6* - Element(s) 1 2 3 4

___ Classroom Environment

___ *Standard 1* - Element(s) 1 2 3 4 5

___ *Standard 5* - Element(s) 1 2 3 4 5

___ Assessment of Student Learning

___ *Standard 1* - Element(s) 1 2 3 4 5

___ *Standard 3* – Element(s) 1 2 3 4 5

___ **Professional Responsibilities**

___ *Standard 6* -Element(s) 1 2 3 4

___ *Standard 7*- Element(s) 1 2 3

Statement(s) Demonstrating Growth in Performance ***Ohio Standards for the Teaching Profession***	Action Steps, Resources and Timeline to Achieve Progress and/or Growth	Qualitative or Quantitative Evidence to Indicate Satisfactory Progress	Dates Discussed:
Describe the alignment of the PGP to any district and/or building ESEA/ESSA plan(s) using the Standards for the Teaching Profession:			
Comments:			

This Professional Growth Plan was created and finalized on _____effective for the _____SY.

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.

Southern Local
SCHOOL DISTRICT

Improvement Plan

Teacher Name: Evaluator: Building:
Grade Level(s)/Subject(s): School Year:

A written Improvement Plan shall be developed when a teacher has a Final Holistic OTES 2.0 rating of **Ineffective**. However, districts have the 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. Per ORC 3319.112 (A)(9)(10) districts will provide Professional Development support to the teacher. The purpose of the Improvement Plan is to identify standards-based areas in performance and provide support through professional development and feedback. If the teacher does not demonstrate growth or required levels of performance within the designated timeline of the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under an improvement plan in agreement with the collectively bargained contract.

Section 1: Improvement Statement—Identify the specific standard(s) and aligned element(s) from the ***Ohio Standards for the Teaching Profession*** for improvement. Attach evidence-based support for such improvement from the most recent evaluation cycle.

Standard(s) and aligned element(s) to be Addressed in this Plan:	Date(s) Evidence Collected:	Statement Summarizing Documented Evidence of the Improvement Area:

Section 2: Required Level of Performance—Indicate the required level of performance for each standards-based area.

One or Two Statement(s) Indicating Expected Performance on ***Ohio Standards for the Teaching Profession***	Level of Performance: Describe Specific Successful Improvement Target(s)

Section 3: Specific Plan of Action—Articulate specific actions the teacher and district must complete.

Teacher Actions to be Completed	District Supports to be Provided

Selection 4: Evaluating the Plan: Identify the tools and methods used to collect new evidence to determine if improvement and/or required levels of performance have been met.

Tool(s)	Method(s):	Qualitative or Quantitative Evidence Indicating Improvement and/or Performance Level(s) have been met:

Section 5: Alignment to District and/or Building Improvement Plan(s)– Articulate the alignment to district and/or buildingimprovement plan(s).

Teacher Comments: **Evaluator Comments:**

Plan Received -	Teacher's Signature:	Date:	Evaluator's Signature:	Date:
Plan Progress Checks (optional)	Teacher's Signature:	Date:	Evaluator's Signature:	Date:
Plan Progress Checks (optional)	Teacher's Signature:	Date:	Evaluator's Signature:	Date:
Plan Evaluated -	Teacher's Signature:	Date:	Evaluator's Signature:	Date:

Section 6: Determination of plan's status and outcome.

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

☐ Improvement is demonstrated and identified levels of performance have been met.

☐ Improvement is demonstrated but identified levels of performance have not been met. The improvement plan is extended until _____ in alignment with the negotiated contract.

☐ Dismissal is recommended.

I have reviewed this plan and discussed it with my evaluator. My signature indicates I have been advised of my performance and plan status; it does not necessarily imply I agree with the plan and/or outcome.

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.

Edited 4/2021