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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VAN BUREN EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF THE VAN BUREN LOCAL SCHOOL DISTRICT

Effective July 1, 2025 through June 30, 2028

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ARTICLE I-NEGOTIATIONS PROCEDURE

A. Recognition

The Board of Education of the Van Buren Local School District recognizes the Van Buren Education Association, an affiliate of the Northwestern Ohio Education Association, the Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative of all certificated/licensed personnel employed by the Board under a regular teaching contract, excluding the Superintendent, principals, assistant principals, substitutes, and all other confidential, supervisory and management-level members as defined in Ohio Revised Code 4117.01.

B. Definitions

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

1. Board – The Board of Education of the Van Buren Local School District, its Administration and others authorized to act on its behalf.

2. Association – The Van Buren Education Association, OEA/NEA and persons acting on behalf of the local, district, state or national Association.

3. Member – A member of the bargaining unit as determined by the recognition clause.

4. Days – Calendar days.

5. District – The Van Buren Local School District.

6. Immediate Supervisor – The person to whom the member reports in relation to the subject or issues involved.

7. Full Time – A member who is employed to perform a full day's work of seven and one-half (7-1/2) hours for a minimum of 120 days or more in a work year.

8. Part Time – A member who works less than a full day as defined by this Agreement and/or less than the minimum standard of 120 days per work year.

9. O.R.C. – The Ohio Revised Code.

10. "Frontline" means the District's online record keeping system that records request for time off.

C. Scope of Negotiations

The parties agree to bargain to determine all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

D. Request for Negotiations

Request to commence bargaining on a successor contract shall be made in writing no sooner than 100 days and no later than 60 days before the expiration of this Agreement. Request from the Association shall be served on the Superintendent, and notification from the Board shall be addressed to the Association President. The initial session will be scheduled within fifteen (15) days of the request to bargain.

E. Negotiations Meetings

At the initial meeting**,** both parties have the option of submitting proposals in either conceptual form or in such written detail that the proposals**,** if agreed to**,** would express the whole agreement between the parties with respect thereto. Thereafter neither party shall submit additional items except with the consent of the other party.

Before adjournment of each meeting, the time, the place, and agenda for the next session shall be mutually agreed upon. All negotiations shall be in private between the parties.

Any member engaged in a bargaining session scheduled during school hours shall suffer no loss of pay.

F. Representation

Neither party shall have any control over the selection of the negotiating representatives of the other party. The parties may each be represented by a maximum of four (4) representatives, unless mutually agreed by both parties.

The parties pledge that their representatives will be clothed with all necessary authority to make proposals, consider proposals, and made concessions in the course of negotiations.

G. Exchange of Information

The Board and Superintendent agree to furnish the Association upon request all regularly and routinely prepared information concerning the financial resources of the District. The Association agrees to furnish upon request all available information on its proposals.

H. Agreement

As tentative agreement is reached on items, the agreement shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall not be construed as final agreement until all items have been resolved. A tentative agreement on an item may be changed only by mutual consent.

When agreement has been obtained on all issues, or issues have otherwise been resolved, all issues upon which agreement has been reached shall be reduced to writing and presented to the Association for action. If the Association ratifies**,** the agreement shall then be submitted to the Board for action at the next regular Board meeting, unless the Board calls a special meeting at an earlier date.

I. Final Form

As soon as practical, but not later than fifteen (15) days after ratification, the Association will prepare the agreement in final form, with a table of contents and all appendices. The Board will post a copy on the District's intranet. The Board will also transmit a copy to the State Employment Relations Board.

J. Impasse Procedures

1. If agreement is not reached forty-five (45) days prior to the expiration date of this Agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. The Federal Mediation and Conciliation Service shall be requested to appoint a mediator.

2. If agreement has not been reached within ten (10) days after the expiration of this Agreement, or within ten (10) days of the arrival of the mediator, whichever is later, the parties shall be deemed to have reached ultimate impasse, unless mutually extended by the parties.

3. Pursuant to O.R.C. 4117.14(C) (E), the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in 4117.1 4(C)(2)-(6) and any other procedures to the contrary. This Article does not diminish or preclude the Association rights under 4117.14(D)(2), provided the procedures herein have been followed.

K. Amendment Procedure

This Agreement may be amended only through written agreement properly signed and ratified by each party.

ARTICLE II-GRIEVANCE PROCEDURE

A. Definitions

Grievance - A claim that there has been a misinterpretation, misapplication, or violation of an express and specific term of this Agreement.

Grievant - A member or the Association filing the grievance. The Association may not bring a grievance on behalf of an individual member if that member declines to bring the grievance on his/her own behalf.

Days - Weekdays, except days during the school year in which school is not in session.

Class Action Grievance - A class action grievance may be filed if the grievance involves the same operative facts and affects more than one (1) member in a similar way.

B. General Provisions

1. The number of days indicated at each step is considered a maximum. Time limits may be extended, however, by written agreement of the grievant and the administrator concerned.

2. If no response to a grievance is made within the stipulated time limits, the grievant may file the grievance at the next step. If the grievant does not file a grievance or an appeal within the time limits specified for each step, the grievance shall be considered waived at such point.

3. Hearings relative to this grievance procedure shall be conducted in such a manner as not to conflict with the regularly scheduled school day for the member or members involved, except as may be arranged with approval of the administrator involved. A member engaged during the school day on behalf of the Association with any representative of the Board in any grievance shall be released from regular duties without loss of salary.

4. If a grievance is filed after May 15 in any school year and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.

5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. All participants in this grievance procedure shall be exempt from discipline, reprisal, coercion, or intimidation because of such participation.

   A grievant has the right to Association representation at all meetings and hearings involving the grievance, if requested.

7. Members have the right to present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with terms of this Agreement and as long as the bargaining representative has the opportunity to be present at the adjustment.

8. The Association has the exclusive right to file and process grievances.

9. At each formal step of this procedure, copies of all written grievances and all responses to grievances shall be provided for the Superintendent, the Association President, and the grievant.

C. Procedural Steps

1. The member and his/her immediate supervisor are encouraged to resolve problems through informal communications. If a member believes there is a basis for a grievance, the matter shall be discussed with the principal within ten (10) days of

the date of the incident giving rise to the grievance, in an effort to resolve the matter informally. The principal shall have ten (10) days to follow up on the matter and, if possible, to effect a resolution.

2. Formal Procedures:

Should the informal procedures fail to satisfy the grievant, a grievance may be processed as follows:

STEP I:

The grievant may, within ten (10) days following the informal procedures, but in no event more than thirty (30) days from the date of the incident giving rise to the grievance, present to the principal a written grievance. If a grievable event occurs following the last teacher work day of the year, the timelines for filing a grievance pursuant to this Article shall not commence until the first work day of the next teacher year. Within ten (10) days after receipt of a grievance, the principal shall indicate the disposition of the grievance by completing the appropriate portion of the grievance form.

STEP II:

If the grievant is not satisfied with the disposition in Step I, the grievant may, within ten (10) days after receipt of such disposition, submit a written appeal to the Superintendent. A hearing shall be conducted within ten (10) days after receipt of the appeal. The Superintendent shall take action on the appeal within ten (10) days after the hearing by completing the appropriate portion of the grievance form.

STEP III:

If the grievant is not satisfied with the disposition in Step II, the grievant may, within ten (10) days following receipt of such disposition, submit a written appeal to the Board. Upon receipt, the Board will set a date for a hearing and notify the member as to the time and place. This hearing will be conducted in Executive Session and will occur at the next scheduled Board meeting provided the Board receives the grievance at least forty–eight (48) hours in advance. The action taken by the Board and the reasons therefore will be given in writing within ten (10) days of the hearing.

STEP IV:

If the grievant and the Association are not satisfied with the disposition in Step III, the Superintendent and the Association may mutually agree to refer the grievance to mediation using a mediator from the Federal Mediation and Conciliation Service (FMCS). The Association must notify the Superintendent within ten (10) days following receipt of the written disposition in Step III if it is interested in considering mediation. Mediation will be done at no cost to either party.

STEP V:

If the grievant is not satisfied with the disposition in Step III (or termination of the mediation process under Step IV, if mediation is used), the grievant may request arbitration by filing a written request with the Association (with a copy to the Superintendent) within ten (10) days following receipt of the Step III response to the grievance (or termination of the mediation process under Step IV, if mediation is used). The Association shall have exclusive right to determine whether to appeal the grievance to arbitration, making such appeal by filing with the Superintendent a written notice of appeal to arbitration within ten (10) days of the grievant's receipt of the Board's Step III response (or termination of the mediation process under Step IV, if mediation is used). Any grievance not appealed to arbitration within the 10-day limit above shall constitute waiver of such grievance.

Within ten (10) days, the Association shall jointly petition the American Arbitration Association (AAA) for a list of arbitrators. A copy of the Association's petition will be furnished to the Superintendent. The arbitrator shall be chosen from the list in accordance with the AAA procedures. Either party shall be entitled to request a second list. Selection of the arbitrator shall be governed by the AAA's Voluntary Labor Arbitration Rules.

The arbitrator shall conduct a hearing in accordance with the Voluntary Rules and Regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, the Association, and the grievant(s). The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement. The arbitrator shall be confined to the precise issue(s) submitted and shall have no authority to determine any other issues. Costs for services of AAA shall be borne equally by both parties Costs for services of the arbitrator, including per diem expenses, shall be borne by the loser of the grievance. If the arbitrator does not grant relief to one party over the other, the costs shall be borne equally by both parties

D. Grievance Form

The form to be used in processing grievances shall be that attached hereto as Appendix A. This form will be available from an Association building representative.

ARTICLE III-LEAVES (PAID AND UNPAID)

A. Sick Leave

1. Sick Leave Accumulation

a. All members shall accrue sick leave at the rate of one and one-fourth ($1\ ^{1}/_{4}$) days per month to a maximum of fifteen (15) days per year. Sick leave for part-time members will be earned and accrued proportionately Unused sick leave shall accumulate to a maximum of 245 days.

b. Each new employee who has no accumulated sick leave shall be advanced a minimum of five (5) days at the beginning of employment. The sick leave shall not be added to, or supplement the amount that the member earns on the basis of completed months of service. Members utilizing the advanced days and terminating employment prior to accruing the advance days will have such days deducted on a per diem rate at final salary settlement.

c. A member can transfer sick leave from previous public employment according to the provisions of O.R.C. 3319.141.

d. Total accumulated sick leave days and days used will be recorded on each pay stub.

2. Sick Leave Usage

a. Sick leave may be used for personal illness, injury, condition/illness related to pregnancy, or exposure to contagious disease. The member must submit all sick leave requests through Frontline. Sick leave may be used during a pregnancy and for six (6) calendar weeks or whatever period of time after delivery of the child that a physician deems the mother to be disabled. A father may use up to ten (10) days of sick leave after the birth of a child to assist in the care of the mother and/or child. This does not preclude further use of sick leave by the father if complications arise.

b. Members shall be allowed to use ten (10) days of sick leave and additional days approved by the Superintendent during any one school year in cases of illness or injury or death in the member's immediate family or to attend the funeral of a relative not covered in the immediate family. Immediate family shall be interpreted as spouse, child, parent, parent-in-law, sibling, grandparent, or grandchild regardless of residence, or any other individual living in the same household.

c. Any member may also use (within the 10-day limit) sick leave to attend the funeral of relatives not covered by Section 2.

d. Illness or injury beyond three (3) days may require a medical certificate from a physician. The Board, at its expense, may require a second opinion

from a Board-selected physician as a condition of granting such leave for more than fourteen (14) consecutive work days. This cost will be paid directly by the Board with no out-of-pocket cost to the member at any time and the second opinion applies only to the condition of the employee.

3. Sick Leave Pool for Catastrophic Illness/Injury

A Sick Leave Pool is hereby established to provide a member who has exhausted all available paid leave with an opportunity to apply for additional sick leave days for a catastrophic illness or injury of the member or a member of his/her immediate family. The following principles govern the operation of the Pool.

a. The Pool shall be administered by a committee composed of two (2) members appointed by the Association President and two (2) members appointed by the Superintendent. All decisions shall be made by secret ballot and by majority vote of all committee members. Decisions are final and cannot be grieved under Article II of this Agreement or challenged by any other means.

b. The member (or some other member if the employee requiring additional leave is incapacitated) shall present the request for additional leave to the Association President, with a specification of the number of days requested. The President shall present the request to the committee, which may demand medical proof of the catastrophic nature of the illness/injury and confirmation of the estimated recuperation time.

c. The Association President and Superintendent shall mutually devise a form upon which a member may elect to contribute earned and accrued sick leave days to the Pool. A member cannot contribute more than five (5) days in a school year and that member's sick leave balance, after the contribution, cannot be fewer than twenty-five (25) days. The Association President will compile the executed forms and forward them to the Board's Treasurer. Donations become effective as of the ensuing July 1. The Treasurer will provide notice to the contributing member of the number of days being deducted from that member's sick leave balance as of that July 1.

d. The maximum number of days in the Pool that can be awarded by the committee to a requesting member is:

Twenty (20) days if the member has less than four (4) years of Ohio public school teaching service;

Fifteen (15) days if the member has at least four (4) but not more than ten (10) years of Ohio public school teaching service;

Ten (10) days if the member has more than ten (10) years of Ohio public school teaching service.

If more days are needed, a new request must be presented to the committee. In no event will the committee approve more than two (2) requests for the same catastrophic illness or injury.

e. The Pool is not intended to be used in lieu of seeking disability benefits under O.R.C. Chapter 3307 and the committee, in acting on a request, may take into account whether the member has or will apply for such disability benefits.

f. The following definitions apply for purposes of administering the Pool: "School year" means July 1 through June 30.

"Immediate family" means the requesting member's spouse, child, or parent.

"Catastrophic illness or injury" means a truly extraordinary illness or injury that is life-threatening or long-term in nature and that requires urgent and ongoing medical care. By way of example, a diagnosis of cancer is not inherently catastrophic, but could be deemed catastrophic if disabling or life-threatening; similarly, a pregnancy or childbirth is not inherently catastrophic, but a life-threatening or long-term and disabling pregnancy-related complication could be deemed catastrophic.

B. Personal Leave

Each member shall be entitled to three (3) unrestricted days of personal leave each year. Unless otherwise agreed by administration, no more than ten percent (10%) of the professional staff in a school building (defined as either the Elementary School or the combined Middle/High School) shall use a personal leave day on any given day.

Each member who does not use his/her three unrestricted personal days during a given year will be paid $100.00 for each day not used.

Requests for personal leave must be submitted through Frontline and then will be automatically routed to the immediate supervisor (principal or Superintendent). Requests must be submitted at least one (1) week in advance but exceptions will be made in emergency situations. Personal leave may be granted during restricted times of the school year**,** with a maximum of five (5) members, at the discretion of the Superintendent. Restricted times year will be the first or last two weeks of school, the day before or the day after a holiday, or for the express purpose of extending a vacation. Days of personal leave will not be granted in succession without the approval of the Superintendent. The Superintendent will have the final decision on requests that do not meet the stated provisions.

C. Professional Leave

The Superintendent/designee may grant members professional leave days each school year. These days may be used together or separately. Professional leave shall be for professional meetings, workshops, clinics, or other school visits for purposes of professional

development, mentoring, or learning related to a member's teaching assignment or extracurricular duties for the current or following school year. Professional leave shall not be granted for a member to attend meetings of the VBEA, OEA or NEA.

In addition to the professional leave described, above, and subject to the reasonable discretion of the Superintendent/designee for approval, head coaches shall be entitled up to two (2) days annually and all other coaches shall be entitled to one (1) day annually, to attend athletic clinics and/or tournament games. Reimbursement for expenses incurred by the coach will be paid out of the Athletic Fund and will be calculated in accordance with the Athletic Department's published guidelines. Reimbursement is permitted for coaches to attend an event only in the following situations: 1) his/her team and/or a student athlete(s) is participating in the tournament/event; 2) his/her team and/or a student athlete(s) is being honored at an event with an athletic-related award; or 3) the coach is being honored at an event with an athletic-related award.

Professional leave requests must be submitted through Frontline at least one (1) full week in advance and should not fall on the day before or the day after a scheduled vacation nor during the first and last weeks of school. It is the Board's intent that professional leave be used by members to improve their skills and grow professionally. It is also an attempt to equalize and standardize the professional opportunities of all members.

Requests for professional leave shall include information on registration/attendance fees, required travel, lodging and meal expenses. Administration shall apply Board policy and administrative guidelines in approving or denying such requests.

Additional Requirements:

All requests for attending meetings, conferences, workshops, etc. are subject to the following requirements:

1. Following approval by the Superintendent/designee, the member must enter the day in Frontline at least one (1) full week in advance of when the professional leave is taken. All expenses must be entered in Frontline in order to be paid or reimbursed. If the expense is not listed, it will not be paid or reimbursed to the member.

2. Evidence of the meeting to be attended must be presented with the requisition form if the District is paying for the registration or any other associated costs.

3. Requisitions must be put into place for all expenses listed in Frontline entry for the professional leave request. Failure to provide this documentation will result in no reimbursement. Amounts listed on the requisitions shall not exceed amount requested in Frontline submission. Professional leave printout form shall accompany all requisitions for travel submitted through Frontline. Detailed receipts covering costs incurred while attending meetings and a certificate of attendance must be presented to the office of the Treasurer before the member may be reimbursed for his/her expense. Such receipts must list all items purchased and the back of the receipt must list the event title and what was being discussed. If this information does not

accompany the receipt, the meal reimbursement may be taxable income to the member.

4. The Board will provide and pay for a substitute, if needed.

5. Following professional leave, the member shall provide the Administration with a brief written summary of the experience (see Appendix D). The Administration will determine if the member will make a presentation about the experience.

D. Assault Leave

The Board will grant assault leave to members absent due to a physical disability resulting from a physical assault providing the following conditions are met:

1. Any member who must be absent due to a physical disability resulting from an assault stemming from a school issue, that is sustained while attending school activities, will be paid his/her full compensation for a maximum of thirty (30) workdays.

2. Assault shall be defined as unlawful physical contact resulting in bodily injury to a member.

3. The member shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.

   The member shall also furnish a written, signed statement from a physician as to the nature of the injury sustained causing the absence. If medical attention is required, the doctor shall state the nature and duration of disability.

4. Upon receiving the above statements, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to granting the assault leave.

5. The member will be required to complete the necessary police reports to facilitate legal action on behalf of the member when appropriate.

6. Assault leave shall not be charged against sick leave earned or earnable by the member.

7. Assault leave shall not be granted in cases of physical disability resulting from the assault of one school employee by another school employee.

8. A prerequisite for qualifying for assault leave shall be that the individual in question must apply for Workers' Compensation. The Board will only pay the difference between Workers' Compensation paid and the member's regular salary. Should a delay occur in the receipt of Workers' Compensation benefits, the Board shall

maintain the member on full pay status with the understanding that delayed Workers' Compensation benefits will be signed over to the Board when received by the member.

9. Assault leave as provided herein shall terminate at such time Workers' Compensation benefits are terminated or within thirty (30) workdays, whichever comes first.

E. Association Leave

A maximum of four (4) days shall be granted annually to the Association President or delegate or alternate for attendance at OEA activities. This leave must be entered in the Frontline as "other leave" at least one (1) full week before the leave is taken.

F. Jury Duty/Legal Obligations

Members, including full-time and regular part-time, will receive regular compensation while serving as a juror provided the check received for jury duty (except meal, travel and housing allowances, if applicable) is endorsed payable to the Board. Such leave shall not be deducted from any other leave. Jury duty must be entered in Frontline.

The Board will also grant leave with pay to members subpoenaed or required to make a court appearance (other than personal criminal prosecution if found guilty) for District-related matters. Such leave must be entered in Frontline. At no time will a member be paid for absence while testifying in matters adverse to the Board if the member is subpoenaed by or called on behalf of the Association or any of its individual members and the decision rendered is in favor of the Board.

Members required or subpoenaed to attend court proceedings on non-school related matters will be paid for up to three (3) days of required attendance in an amount equal to the employee's regular daily rate. Unrestricted personal leave (if available) shall be granted for required attendance beyond the three (3) days. Unpaid leave will be granted for required attendance that exhausts above options. Additional paid days may be granted at the discretion of the Superintendent. A copy of the summons or subpoena must be provided to the Superintendent prior to the court appearance.

G. Unpaid Leaves

1. An unpaid leave for up to one (1) year shall be granted by the Board to members for the following reasons:

   a. Illness or other disability (O.R.C. 3319.13)

   b. Parenthood

      (1) Parenthood leave is defined as post-maternity or post-adoption leave. If the adopting agency requires a period of pre-adoption counseling, that shall be considered part of parenthood leave.

(2) The request for leave should be made in writing at least thirty (30) days prior to the expected delivery date.

2. The Board may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent:

   a. Educational or professional purposes

   b. Election to political or professional office

   c. Any other appropriate purpose

3. A member desiring unpaid leave shall present, in writing, a request clearly stating the reason and requested duration of the leave to the Superintendent. When the reason is illness or other disability, a member shall also attach a doctor's statement.

4. Additional leave of up to one (1) year may be granted by the Board upon request prior to the expiration of the current leave.

5. Members on unpaid may choose to continue participation in all group insurances by remitting the premiums to the Board Treasurer. Such remittance shall not be required more than thirty (30) days in advance. Upon separation from employment, the member shall have the right to assume such coverage at his/her own expense under the terms provided by COBRA; however, if the member is on a recall list such terms shall not be limited to health insurance but may, at the member's option, include any and/or all insurances available at the time of separation.

6. The member may choose to request unpaid leave under the federal Family and Medical Leave Act or this Agreement. If FMLA leave is chosen, the member and the Board shall have all the rights and responsibilities provided under the Act and Board policy. A member is required to utilize FMLA leave concurrently (at the same time as) with sick leave.

H. Return from Unpaid Leave

Any member on unpaid leave who wishes and is scheduled to return at the beginning of the following school year shall notify the Superintendent of such intention not later than April 1. Failure to provide such notification by April 1 shall result in forfeiture of all job rights and the employee will be considered to have submitted a letter of resignation. Return to the school system from a leave due to illness or other disability shall be accompanied by a doctor's statement indicating that the member is capable of resuming his/her assigned duties.

Upon return from an unpaid leave, a member shall resume the contract status held prior to such leave and will be returned to a position for which he/she is certified/licensed. Members using any Board-approved leave shall not lose seniority held prior to the leave nor (except for leave under the Family and Medical Leave Act) shall they gain additional seniority for the time on leave.

I. Sabbatical Leave

1. A member who has completed five (5) years of service for the Board may apply for leave in accordance with this Article for purposes of professional improvement. Members requesting such leave must submit with their applications a detailed plan for professional growth, indicating its value to the applicant, pupils of the member, and the District generally. The application and plan must be submitted by March 1 for the next school year. The Board shall act on the application and notify the member of its action by June 1.

2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for one (1) semester or one (1) school year only.

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

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

5. Within sixty (60) days after the expiration of the leave, the member must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the member must also present to the Superintendent a copy of the college or university transcript. The member must teach in the District for a least one (1) year following expiration of the leave, unless the member has completed twenty-five (25) years of teaching service in Ohio prior to the beginning of the leave.

6. A member on sabbatical leave shall not earn sick leave, personal leave or service credit on the salary increment while on leave. The leave shall not constitute a break in service and the member upon return shall resume the sick leave and service credit which the member had immediately prior to beginning the leave.

J. Other Leave

The Board, at its sole discretion, may grant a leave for any other reason deemed appropriate.

ARTICLE IV-SALARIES AND FRINGE BENEFITS

A. Salaries

The salary schedules and index for the three contract years of this Agreement are attached as Appendix B. Members will receive horizontal column movement on the salary schedule

in accordance with the customary rules. Vertical step movement on the salary schedule will be based on years of service.

B. Service Credit/Experience

New members shall be granted service credit for up to ten (10) years of previous experience, and may be granted service credit for up to eighteen (18) years of experience. Credit shall be calculated in accordance with the O.R.C.

C. Advancement on Salary Schedule

When a member completes additional training which would qualify the member for advancement to the next column on the salary schedule, the salary of the member will be adjusted retroactive to the beginning of the contract year if evidence of such training is submitted to the District Treasurer's office by September 15 of that contract year. Appropriate evidence of additional training shall consist of an official transcript of credits or, until such time as a transcript is available, a grade slip or official letter from the college or university will suffice. To advance to a Masters degree + column, all plus hours must have been taken after the degree was awarded.

D. Extended Service Pay

Members on Extended Service contracts (beyond the normal 184 days) will be paid on a per diem rate submitted by timesheet in full day increments. A timesheet is not to be turned in until the total equals 7.5 hours or a multiple of 7.5 hours. A timesheet submitted to the District Treasurer's office for work performed on or before July 31 will be paid at the member's per diem rate during the immediately preceding school year; a timesheet submitted for work performed on or after August 1 will be paid at the member's per diem rate during the school year in which such August 1 occurs.

E. Supplemental Pay Schedule

Members who serve in supplemental positions shall be compensated in accordance with the schedule attached as Appendix C. The compensation for non-bargaining unit persons who serve in Supplemental positions shall be established by the Board, but shall not be higher than the rate established for members.

F. Complimentary Passes

Complimentary General Admission passes for all local school events will be issued to each member. These passes, for events only, will cover the admittance of the bargaining unit member and an adult guest.

G. Pay Periods

The contract year shall be divided into twenty-four (24) pay periods.

H. Collection of Final Pay

A member who is leaving the District at the end of the school year due to resignation, non-renewal, or staff reduction may continue to receive his/her pay according to the twenty-four (24) installment plan with continuation of all fringe benefits or may elect to receive the balance of salary due in one lump sum which would result in cancellation of all fringe benefits.

I. Daily Rate of Pay

An individual's daily rate of pay shall be calculated by dividing the member's basic salary, exclusive of all supplemental salary, by the number of contract days in the regular school year.

J. Extra Duty Pay

When upon prior approval by the Administration, a member agrees to play the role of a substitute by:

- Covering a class of an absent employee by choosing to lose their scheduled building planning period;
- Covering a class of an absent employee by doubling up classes (but see below as to the elementary level);

The member will be paid at the rate of twenty-six dollars ($26.00) per hour or fraction thereof (rounded to the highest quarter hour) being covered or doubled after turning in the correct time sheet.

- At the elementary level, if the students reassigned to a teacher while he/she is with his/her assigned class is ten (10) or fewer students, the hourly rate will be reduced to thirteen dollars ($13.00). Special teachers (e.g. Art, Music, Title I) will not be used as substitutes to cover a class until the above options have been exhausted.

Upon approval of the Superintendent/designee, a member will be compensated at $25/hr. for additional work performed outside of his/her regular work day hours supervising, grading, and being the teacher of record for on-line, credit recovery, and advanced study courses. Payment will be made by not later than the second regularly scheduled pay date following completion of the work.

K. College Credit Plus

1. The opportunity to apply to teach any course offered by the school district through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course. In the event of multiple qualified candidates, the Superintendent will designate the successful candidate. This Section supersedes Article V, Section B of this Agreement.

2. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.

3. Any member who teaches a course that qualifies for College Credit Plus shall be offered a professional development day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher shall be paid his/her per diem rate of pay for the professional development.

4. Any member who teaches a course in College Credit Plus shall be paid a stipend of $500 per course, per semester. The class must have a minimum enrollment of five (5) students taking the class for college credit. Payment will be made by not later than the second regularly scheduled pay date following completion of the work.

5. Any member who teaches a course in College Credit Plus shall be provided one half professional leave day at the end of each semester in order to fulfill required administrative responsibilities (e.g., grading the course, etc.).

6. To the extent possible, all students enrolled in a College Credit Plus class shall be scheduled together into one (1) class for instruction.

7. A member, if approved by the building principal and Superintendent, will be reimbursed one hundred percent (100%) of the member's actual payment towards the cost of hours taken to achieve the qualifications to teach College Credit Plus classes in the District. A member utilizing this program cannot participate in the regular tuition reimbursement (Article IV, Section M of this Agreement) until completion of the qualification process. If a beneficiary under this provision leaves the District voluntarily before a period of two (2) full school years following reimbursement, the Board shall recoup its expenditure from the member.

L. Mileage Reimbursement

Mileage reimbursement shall be at the IRS rate as of January 1 of each year.

M. Tuition Reimbursement/Assistance

The Board will reimburse a member for his/her actual payment not to exceed $400 per semester hour; or $300 per quarter hour

A max of $3,600 per year per member in any one (1) school year provided the following is adhered to:

1. There shall be a maximum allocation of $25,000 per year. Any remaining amount will be transferred into the Professional Leave budgets identified and addressed in Article III, Section C of this Agreement. If the requests exceed the $25,000 cap in any year, the reimbursement will be prorated.

2. Courses taken must place emphasis upon the member's teaching field or related teaching field. This could include administration and guidance courses.

3. Courses must be approved by the Superintendent before the course work is begun.

4. The member must file a transcript of credits showing additional course work with the local Superintendent who will then notify the Treasurer.

5. Reimbursement will be made in October for work completed the previous year provided the member returns to teach in the District.

6. If a beneficiary under this Section leaves the District voluntarily before a period of two (2) full school years following reimbursement, the Board shall recoup its expenditure from of the member.

N. Payroll Deductions

Payroll deduction authorizations will be accepted for any of the following:

1. Annuities:

The Treasurer, upon written request and authorization of any member, is authorized and directed to make salary reductions and pay these amounts as monthly premiums on tax-sheltered annuities. Payroll deductions may be requested any time during the year, however only one (1) start-up or change (increase or decrease) may be made by a member during any program year (October 1-September 30). To initiate a new annuity deduction program, at least seven (7) members must initially enroll in the new program.

2. Supplemental Insurance:

A member may authorize payroll deductions for cancer care or other supplemental insurance coverages which have been Board-approved. To initiate a new insurance program at least seven (7) members must initially enroll in the new program.

3. Association Dues:

Payroll deductions for Association, Northwestern Ohio Education Association, Ohio Education Association, and National Education Association dues will be made for members who authorize same in writing. These deductions will start with the first pay in November and will be evenly deducted from twenty (20) pay**s**, twice each month from November through August. Notification to the Board Treasurer of authorization for payroll deduction must be no later than October 15 for current members. Employees newly hired during the school year will be allowed to authorize dues deduction during their first thirty (30) days of employment.

For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the member notifies the Treasurer otherwise in writing (with a copy to the Association President) at least fifteen (15) days prior to when the individual wishes the authorization to terminate.

The Association shall defend, indemnify and hold harmless the Board, and any and all officers and members of the Board, against any and all claims or costs arising from or in any way related to the implementation of the deductions authorized by this Section. If a mistake is made in a deduction, the mistake will be rectified as soon as possible.

4. Credit Union:

Payroll deductions shall be made by the Board for all members who authorize same for purposes of diverting a portion of their salaries to a credit union.

1. United Way:

Members may authorize that United Way contributions be made by the payroll deduction method.

2. FCPE (formerly EPAC):

Members may authorize the deduction of donations to the Ohio Education Association's Fund for Children and Public Education by October 15.

O. Severance Pay

Upon retirement or death, members will be compensated for one-fourth (1/4) of accumulated sick leave. Severance pay will be calculated at the member's base daily rate of pay. Payment shall be made only once to any employee and such payment shall be considered to eliminate all sick leave accrued by the employee at the time of payment.

In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the appropriate form. If there are no designated beneficiaries, severance shall be paid to the estate of the deceased employee.

P. Insurance Benefits and Options

The Board will pay up to the following amounts/percentages per month toward the premiums for member insurance benefits:

- Full-time members eligible for family coverage will receive: 85% of CMM (Comprehensive Major Medical PPO Plan) plus 100% of dental, vision, and life insurance premiums.

- Full-time members eligible for single coverage will receive: 85% of CMM (Comprehensive Major Medical PPO Plan) plus 100% of dental, vision, and life insurance premiums;

- Part-time members' benefits will be prorated.

- Members who choose coverage which exceeds the Board's approved amount will pay the difference through payroll deductions.

Coverages and benefits will be maintained at current levels except as otherwise may be mutually agreed or mandated by law.

The Board reserves the right to place the medical insurance coverage up for bid in an attempt to lower costs under the following conditions:

(1) The Association shall have a minimum of thirty (30) days advance notice to investigate any carrier being considered by the Board and to raise questions and/or concerns regarding same; and

(2) Should a new carrier be selected by the Board all benefits will equal or exceed those in effect during the previous school year.

If the insurance consultant indicates the premiums will increase between 8% and 14% in any year, then the Board, upon consideration of recommendations of the insurance committee (composed of 3 teachers, 3 noncertified employees and 3 administrators) shall determine what plan design changes to make to bring the premium funding increase in at 8%.

If the insurance consultant indicates the premiums will increase 15% or more, the monthly cost of the PPO Plan and HDHP Plan will be allocated between the Board and the participating employee (single or family coverage) as follows: 80% Board paid, 20% employee paid.

Q. <u>HSA Option Language</u>

An employee eligible to participate in Board-provided medical insurance benefits may voluntarily elect to participate in the High Deductible Health Plan ("HDHP") with a Health Savings Account (HSA) in lieu of receiving benefits through the PPO Plan. This HDHP/HSA option is hereafter referred to as the HDHP Plan.

1. Coverages and benefits under the HDHP Plan are those offered through the consortium from which the HDHP Plan originates.

2. The monthly cost of the HDHP Plan will be allocated between the Board and the participating employee (single or family coverage) as follows: 85% Board-paid; 15% employee-paid through payroll deduction.

3. The Board will contribute to the employee's HSA account (regardless of whether the employee personally contributes to the account) the amount of $1,200 per year (single coverage) or $2,400 (family coverage). However, in the event the Board's cost for single coverage in the HDHP Plan exceeds its annual premium cost for single coverage in the PPO Plan, then the Board's annual contribution to the H.S.A. in the HDHP Plan shall be decreased by the excess amount (for example, if the Board's total premium cost for single coverage in the HDHP Plan is $1,000 and its

total premium cost for single coverage in the PPO Plan is $900, then the Board shall contribute $1,100 (instead of $1,200) to the employee's H.S.A. account). The Board's contribution will be made in a lump sum. If employment is severed prior to the end of the plan year, a member will refund a prorated amount of the Board's H.S.A. contribution or it will be withheld from any contract payout. If, because of a qualifying insurance event, an employee initially enrolls in the HDHP Plan in the middle of a plan year, the Board's prorated lump-sum contribution will be made into the employee's account by not later than the second scheduled pay day immediately following the date of enrollment.

4. The Board's full annual contribution amount only applies to a full plan year of a participating employee's enrollment. In the event of a partial plan year due to enrollment because of a qualifying insurance event, the Board's contribution, as previously noted**,** will be prorated. If, because of a qualifying insurance event, an employee initially enrolls in the HDHP Plan during the middle of an insurance plan year, it is mutually understood that the partial year of initial enrollment will be deemed to be the employee's first full year of participation in the HDHP Plan.

5. It is mutually understood that implementation of the HDHP Plan as to a participant must at all times comply with any applicable tax regulation.

R. Group Life Insurance

Premiums for a $50,000 group life plan will be paid by the Board.

S. Dental Insurance

Coverages and benefits will be maintained at current levels except as otherwise may be mutually agreed.

T. Vision Insurance

Coverages and benefits will be maintained at current levels except as otherwise may be mutually agreed.

U. Section 125 Plan

The benefits provided by Section 125 of the Internal Revenue Code shall be made available to any member requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the member for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the Board with American Fidelity Insurance as the enroller and record-keeper. American Fidelity Insurance shall provide the District a hold harmless and an administrative agreement, in form satisfactory to the Board, that will further hold the Board risk-free under the IRS provisions regulating non-reimbursed medical payment.

Neither the Board nor the member shall incur any fees for the setup, enrollment and administrative services provided. If the plan is no longer available under the above referenced conditions, or if the parties are dissatisfied with the performance of American Fidelity, the obligation of the Board to offer the plan shall cease and the parties shall meet to renegotiate.

V. Waiver of Insurance

1. Any member who is eligible for the health insurance program during the life of this Agreement may withdraw from the entire program (hospitalization/major medical, dental, and vision). The waiver program will operate on a calendar year (January through December).

   If a full-time member elects to withdraw from the insurance program as provided above, the member shall receive a stipend $1,500 (part-time) and $3,000 (full-time) for each calendar year of nonparticipation.

2. In the event of a change in marital status through death, divorce, or marriage, or if a spouse loses his/her present insurance coverage, the member may re-enroll in the program. However, if none of the above is applicable, the member may not re-enroll until the next open enrollment period.

3. It shall be the responsibility of the member to notify the Treasurer's office in writing during open enrollment period if he/she desires to withdraw from the insurance program for the next calendar year.

4. Payment of the stipend shall be made on or before the second pay following open enrollment. If employment is severed prior to the end of the plan year, the member will refund a prorated amount of the stipend or it will be withheld from any final contract payout amount.

W. STRS Pick-up

The Board agrees to "pick up" a member's STRS contributions in accordance with current practice and the O.R.C. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

X. Background Check Reimbursement

The Board will reimburse a member for the actual cost of a mandatory FBI and/or BCI criminal background check up to a maximum total reimbursement of Forty Dollars ($40) every five (5) years. This provision does not apply to any check required of a newly hired member.

ARTICLE V-EMPLOYMENT PRACTICES/WORKING CONDITIONS

A. Assignments and Transfers

Transfer requests should be made in writing to the Superintendent by March 1 of each year. Prior to the last day of school each year, each member shall be notified in writing of his/her assignment (building, subject(s), and/or grade level) for the succeeding school year. After such written assignment has been issued, no member will be transferred from one position to another without first having an opportunity for a conference with the principal and/or Superintendent.

No member shall be involuntarily transferred from one position to another if there is a member willing to fill the position and if the Superintendent deems such to be in the best interest of the students and the operation of the District.

B. Vacancies/Promotions

As vacancies in teaching, administrative, and supplemental positions become known to the Administration, and after teaching vacancies have been offered to all qualified individuals on the Reduction in Force recall list, the vacancies shall be sent by email to members in each building.

Within five (5) calendar days after a vacancy has been sent by email to members, members of the present staff interested in positions announced shall submit a written statement to the Superintendent indicating the position desired. All such requests shall be given full consideration before an employment recommendation is made for any position posted as a vacancy.

First consideration in priority for interviewing for all vacancies shall be given to the most senior, properly qualified personnel from within the District. All qualified applicants will be interviewed. If an applicant is not given the position, he/she will have the right to meet with the superintendent to discuss the basis of the decision.

C. Definitions (Applicable only to Sections A and B above)

1. The word assignment denotes teaching area, subject and/or grade level.

2. The word re-assignment denotes a change in teaching area, subject and/or grade level within a building.

3. The word transfer denotes a change in teaching area, subject and/or grade level from one building to another.

4. Seniority is the number of years of continuous service in the District, including time spent on approved leaves that still allow members to accrue vertical salary schedule credit.

5. The term vacancy denotes any of the following:

a. a newly created teaching position, or an existing position that the Board intends to fill.

b. a teaching position created by transfer, approved resignation, retirement, or leave of absence that the Board intends to fill.

c. A supplemental position created by transfer, approved resignation, retirement, or leave of absence that the Board intends to fill.

D. Class Size

The Board recognizes the importance of providing for individual pupil differences through the maintenance of reasonable class sizes and class load for instruction. The Association will have the right to make a presentation to the Board and make recommendations related to class size problems at their discretion.

E. Contracts (Limited & Continuing)

Members will be granted limited contracts in the following sequence, except as indicated below:

1st Contract	One (1) Year
2nd Contract	One (1) Year
3rd Contract (and all subsequent limited Contracts)	Two (2) or More Years

Members having an identifiable problem can be placed on a one-year contract with reasons directed at professional improvement with an attainable written plan of action/specific instruction for improvement developed by Administration and employee.

Any member employed under a limited contract shall be deemed re-employed at the expiration of such limited contract unless the Board adopts a resolution in public session of its intention not to renew the employment of the member following the guidelines of O.R.C. 3319.11.

Each newly hired member must maintain those certification/licensure areas required for their initial assignment.

This provision applies to a staff member with a limited contract who believes he/she will be eligible by experience and Ohio certification/licensure under Sections 3319.08 and 3319.11 of the Ohio Revised Code (including coursework hours as required by Section 3319.08 of the Ohio Revised Code) for a continuing contract effective with the next school year. To receive continuing contract consideration by the Board, the staff member must, by October 1, give written notice to the Superintendent that he/she expects to meet all eligibility requirements by April 1. If such notice is given and the employee meets all eligibility requirements by April 1, the Board will, at its regular April meeting, consider the staff member for a continuing contract effective with the next school year. If such notice is not given, or if the employee does not meet the eligibility requirements by April 1, the

staff member, unless non-renewed in accordance with Article V of this Agreement, will be awarded a new limited contract in accordance with paragraph E above.

F. Supplemental Contracts

Members employed and compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on supplemental contracts. These contracts shall be separate from and in addition to the member's regular teaching contract, and supplemental duties are to be performed outside of the duties and responsibilities of the regular contract.

1. All supplemental contracts which are issued for positions on the Supplemental Salary Schedule shall automatically expire at the end of their term without further action or notice by the Board. If the Superintendent intends to recommend the same individual for re-employment for the same duty, the position need not be posted.

   The supplemental contract shall include:

   a. The year the contract will be in force;

   b. Specific assignment (Freshman Football, H.S. Marching Band, etc.);

   c. Rate of pay; and

   d. Signature of the member and date of signing.

2. Members shall be compensated for supplemental duties for which they are employed in accordance with the Supplemental Salary Schedule included as Appendix C.

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

4. Seasonal supplemental contracts will be paid in a lump sum at the conclusion of seasonal activities. Full-year supplemental contracts will be paid in a lump sum at the end of the year unless the member opts to have the compensation spread over twenty-four (24) regular pays.

5. Supplemental positions will have job descriptions and a copy of each description will be given to the Association President. The Administration and the Association will jointly develop the job descriptions, although the final decision is retained by the Administration. The evaluation format for supplemental positions will be a checklist review using the job descriptions.

G. Curriculum Development

Sound instruction is characterized by continuous curriculum development. Therefore, all members may periodically be assigned to a curriculum review committee to review, update, and/or write curriculum and courses of study.

Time shall be provided during the regular school day when members will be released from regular duties to work on courses of study, curriculum selection, and other curriculum-related decisions as assigned by the Administration.

H. Parent/Teacher Conferences

The dates and times scheduled for parent/teacher conferences in each building will be determined by the staff and their principal. These building schedules will be submitted to the Superintendent by December 15 of the preceding school year.

I. Personal Life

The personal life of a member is an appropriate concern of the Board or the Administration only when it affects the member's performance in the total educational environment. This Section is not intended to supersede O.R.C. 3319.16.

J. Personnel Files

A personnel file shall be maintained for each member in the Superintendent's office and such file shall be the only official file for the member. The file shall be kept as confidential as applicable law allows. Requests for access to the file shall be made to the Superintendent or the Board Treasurer. The member will be entitled to one copy, at no cost, of any material in his/her file.

Any notation made in the file which adversely reflects upon the member's conduct, service, character or personality shall be reported to the member and he/she will be permitted to read the notation. The member will acknowledge having read the notation by signing it and has the right to answer the notation and the answer shall be attached to the file copy.

When a complaint is made by a parent or a student or any other member of the public which is deemed serious enough to become a matter of record in the member's personnel file, the member shall be informed of the complaint and will have the right to read it, sign it, and answer the complaint with the member's answer attached to the file copy. Anonymous letters or information shall not be placed in a member's file nor shall any record be made of same.

All information placed in a personnel file shall be verified as to its accuracy and validity.

K. Reduction in Force

A reduction in force may be made in accordance with O.R.C. 3319.17 if necessary as a result of decreased enrollment of pupils, return to duty of regular members after leaves, by

reason of suspension of schools or territorial changes affecting the district, or for financial reasons.

When such a reduction is deemed necessary, the following procedures shall be followed:

1. On or before May 15 preceding an anticipated reduction, except in the case of a reduction attributable to the return to duty of a regular member after a leave, the Association President shall be notified of the Board's intent to consider a reduction. A meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data indicating a need for a reduction. The Association shall be informed as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and will be provided with a seniority list of all members.

2. The seniority list shall be prepared by listing all members according to continuous service in the District within all areas of certification/licensure. Those on continuing contracts shall be listed first according to continuous service in the District; then those on limited contracts shall be listed by continuous service in the District. The list shall include the date of initial employment (continuous) for each member.

   If two (2) or more members have the same length of continuous service, seniority shall be determined by:

   a. the date of the Board meeting at which the member was hired; and then by,

   b. the date the member signed his/her initial limited contract in the District; and then by,

   c. the date on which the member submitted the first completed job application within the two (2) year period preceding the effective date of the member's first teaching contract with the Board, if the date is available.

   d. If any ties remain after a., b., and c., they will be broken by lot.

3. To the extent possible, the number of members affected by a reduction will be minimized by not employing replacements for those members who retire, resign, or whose limited contracts are non-renewed. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.

4. Reductions needed beyond those covered by attrition, will be made by suspending contracts. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to members on continuing contracts. Accordingly, the contracts of limited contract members will be suspended before the suspension of any member with a continuing contract within the teaching field. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. If the Board intends

to deviate from seniority based upon the immediately preceding sentence, the Superintendent will give the Association President written notice of that fact and the circumstances surrounding such deviation will be assessed in the meeting held under Paragraph 1 above.

Should the reduction in staff exceed the number of limited contract members in the affected teaching field, then the contracts of continuing contract members in that field will be suspended to the extent necessary to achieve the reduction. The Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. If the Board intends to deviate from seniority based upon the immediately preceding sentence, the Superintendent will give the Association President written notice of that fact and the circumstances surrounding such deviation will be assessed in the meeting held under Paragraph 1 above.

In determining whether evaluations are comparable for purposes of a reduction in force, the parties will look only at the teacher performance rubric (and not the student growth component) of any OTES evaluation until at least three (3) full years of student growth data are available.

Except where a reduction is attributable to the return to duty of a regular member after a leave, a member whose contract is suspended as a result of a staff reduction shall be given written notification no later than May 31 of the year the reduction is to be implemented. The notification shall state the reason(s) for the reduction and reason(s) for the selection of the member.

5. Members whose continuing contracts are suspended shall have the first right to restoration to active status in the teaching field, in reverse order of layoff except as otherwise required by O.R.C. 3319.17, if and when teaching positions become vacant or are created for which any of such members are or become qualified. After restoration of members with continuing contracts, those on limited contracts shall also be restored in the manner described above.

   Restoration rights for members whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next two (2) full school years.

   Where group insurance policies permit, a member on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to members in active employment provided the member pays the group rates for such benefits.

6. No new member will be employed while there are members on the recall list who are certificated/licensed in the teaching area in which a vacancy exists.

   When a vacancy occurs, the Board shall send a certified announcement to the last known address of members on the recall list who are qualified to fill the vacancy.

It is the member's responsibility to keep the Board informed of his/her current address. Any member who fails to respond in writing to the Superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.

A member on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as the member enjoyed at the time of layoff.

7. The Administration will provide letters of recommendation for members affected by a reduction, and will attempt to provide other forms of assistance, where possible, upon the request of the member.

The personnel records and all references of those members laid off pursuant to this Article shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

L. School Year

The school year for members shall consist of one hundred eighty-four (184) days (the equivalent of 7.5 hours per day totaling 1,380 hours for the school year), which shall be distributed as follows:

a.
* 180 days of instruction (including parent/teacher conferences)
* one orientation/work day at the start of the school year
* one in-service day pursuant to part c. of this section
* one flex day pursuant to part d. of this section
* one work day at the end of the school year

b. The Association will present its proposed calendar for the next school year to the Superintendent by October 1st. The Board will consider the Association's proposed calendar in making its final calendar decision.

c. The in-service day referenced in this section will be utilized through attendance at a Board-sponsored program, to be held each year on a date decided upon by the Board.

d. Flex day. The flex day is to be worked (1) during the week preceding the opening of the school year, (2) on any vacation day during the school year, or (3) during the week following the work day at the end of the school year.

e. A calamity day shall be defined as a result of 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. Members may be required to report to work virtually on a calamity day by 9:00 a.m. as

determined by the Superintendent. Notice of teachers' duty to report to work shall be issued through the District's text message alert system, following the declaration of a calamity day for students. Teachers may be assigned to engage in professional development activities, grade/level department meetings, or other similar work, as determined by the Director of Teaching and Learning. Beginning with the sixth student calamity day in a particular school year, members will have assignments posted online and available for students by 10:00 a.m. Members will be available to assist students as needed. The Superintendent will provide the Association an opportunity, before the Board's final decision, for input on how additional make-up time after eight (8) student calamity days will be handled, including considering in-person and virtual learning options.

f. On days where a two-hour delay is called, teachers will follow the same delay schedule as students.

M. Lesson Plans

Written plans for every lesson will be required of each member. Lesson plans will be accessible on a daily basis in each member's room and kept on file for one (1) year in the teacher's classroom. The administration may review the lesson plans and/or make copies of the plans and return them.

The Board will not impose a lesson plan format. All teachers in the district shall prepare lesson plans in accordance with O.R.C. 3313.60 and the Ohio Administrative Code (OAC) Rule 3301-35-02. Specifically, OAC 3301-35-02 (B)(3) requires that "Daily lesson plans shall give direction for instruction and implementation of course of study", and OAC 3301-35-02 (B)(1)(a) sets forth the requirements for each course of study. Citing/referencing the exact component of the course of study within daily lesson plans will not be a requirement.

N. Member Evaluations

The parties' evaluation procedure (OTES 2.0) is attached as Appendix E.

O. Member Workday

The workday for members shall consist of seven (7) hours thirty (30) minutes inclusive of the time periods specified in the following paragraphs. Changes in the member starting time of more than fifteen (15) minutes from the present starting time will be negotiated.

All members shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes.

All secondary members shall be entitled to, during the student day, a daily planning/conference period which is the equivalent of a regular teaching period and may be assigned no additional duties during this time.

All elementary members shall be entitled to, during the student day, at least two hundred (200) minutes per week of planning/conference time. At least thirty (30) minutes of such planning/conference time shall be scheduled each day. The thirty (30) minutes will be consecutive time if possible.

All members will be expected to attend faculty meetings. These meetings will be called by the building administrator or Superintendent when necessary.

P. Aides Replace Teachers for Noon Recess/Cafeteria Duty

Unless the monitors/aides assigned to recess/cafeteria duty are abolished by the Board due to a reduction in force, an aide/monitor will be employed for noon recess/cafeteria duties for the elementary grades, under the following conditions:

On any day in which the principal is unable to find a qualified substitute for these aides, should they be absent, teachers will be required to assume these noon recess/cafeteria assignments, on a rotating basis determined by the principal. The Board acknowledges the value of noon recess/cafeteria time being used by members at the Elementary School for collaboration. Therefore, administration will take all reasonable measures to avoid assigning members to substitute for absent noon recess/cafeteria aides/monitors.

Q. Staff Development Program

The Board shall prepare a comprehensive staff development program.

1. Teachers will be compensated at a rate of $25/hr. for professional development occurring outside of normal contractual hours.

2. Compensation for “in-house” in-service leaders: Teachers who are invited to and agree to lead in-house sessions shall receive a $100 stipend for preparation time.

3. Each building may establish or utilize existing committees to develop in-service topics. These committees will align proposed programs with the District’s strategic plan, goals and the Local Professional Development Committee (“LPDC”).

R. Stipend for Early Notification of Retirement

A Seven Hundred Fifty Dollar ($750.00) stipend will be paid to members who are eligible for STRS retirement and who provide written notification to the Board on or before April 1 of any year that they intend to retire on June 1 or later in that same calendar year. A written resignation must accompany the notification and all teaching staff retirements shall have definitive effective date of end of service.

Prior to the payment of this stipend, the Treasurer of the Board of Education must have evidence in his/her possession that the certificated employee is in fact in a status of retirement from the teaching profession in Ohio. This evidence shall be written notification

supplied by the State Teacher's Retirement System of Ohio. Payment of retirement/severance pay will be made within sixty (60) calendar days of the employer's receipt of notification from STRS as set forth above.

Conduct Unbecoming

Unless otherwise legally required, the Superintendent will, within five (5) work days, inform a member of any report to the Ohio Department of Education, under O.R.C. 3319.131, of conduct unbecoming as to such members, and will also inform the member, within five (5) work days, of any information reported to the District by the Department as to such report of conduct unbecoming. Should such information be received during the Christmas or spring breaks or during the summer recess, the Superintendent will make a good faith effort to inform the member as soon as practicable with the recognition that, because of factors such as vacations, the communication could take more than the normal five (5) day amount of time.

S. Open Enrollment

The children of Van Buren staff will have priority for enrollment in the District schools.

ARTICLE VI-DISCIPLINE

No member will be disciplined arbitrarily or capriciously. The Board agrees to follow traditional principles of progressive discipline, recognizing that some or all preliminary progressive levels may be bypassed in a case of serious misconduct. The progressive levels of discipline are:

A. Documented verbal warning;

B. Written Reprimand;

C. Unpaid Suspension; and

D. Termination.

A documented verbal warning or written reprimand may be imposed by the member's principal or the Superintendent. An unpaid suspension may be imposed by the Superintendent. Only the Board may terminate an employee. Except for a termination, discipline may be grieved under Article II of this Agreement. Termination of a member's contract shall be for good and just cause according to O.R.C. 3319.16 and related statutes, and, if challenged, will be processed in accordance with the procedures that appear in these statutes. Termination, therefore, is not grievable under Article II of this Agreement.

A member is entitled, upon request, to an Association representative at any meeting held under this Article.

No provision of this Article or any other part of this Agreement shall apply to the release of a member under O.R.C. 3319.39, it being mutually understood that any such release is governed exclusively by the provisions of that statute.

ARTICLE VII-ASSOCIATION RIGHTS

A. Use of Buildings, Facilities, Equipment & Supplies

The Association shall have the exclusive organizational right to the following:

1. The use of the facilities of any building for meetings, without fee, upon verbal permission of the appropriate administrator of each building as long as it does not interfere with any previously authorized activity in the building.

2. The use of individual school equipment, including typewriters, computers, calculators, copy machines, mimeograph machines, other duplicating equipment, public address systems, and all types of audio-visual equipment when not in use for academic purposes. Any duplicating and typing paper, duplicating masters and stencils, will be supplied by the Association or paid for on an actual cost basis semi-annually.

B. Dissemination of Association Information

The Association shall have the exclusive organizational right to communicate with members in the following ways:

1. The use of school bulletin boards to post notice of its activities and other Association concerns. One such bulletin board area shall be provided in each building.

2. The use of organization identification on the mailboxes of all members of the Association and the placement of notices, circulars or other materials in all members' mailboxes.

3. The use of time at faculty meetings to make Association announcements.

C. No Discrimination/No Reprisals

The Board shall not discriminate against any member because of Association membership. No reprisals shall be taken against any member for his/her participation on behalf of the Association during negotiations, grievance processing, handling of complaints, or other Association-related activities.

D. Association Participation at Board Meetings

The Association President and/or any designated representative shall be entitled to make comments at a Board meeting during "Reception of Visitors."

E. Association News at Board Meetings

The Association President or his/her designee shall have an opportunity to present written highlights of Association news and to answer questions regarding same at each Board meeting.

F. Receipt of Public Information

1. The Association President shall receive advance notice of all Board meetings (regular or special) as soon as possible but no later than one day before the meeting.

2. The Association President shall receive in advance a copy of the agenda for each Board meeting. Such agenda shall be provided to the Association President at the same time it is sent to the Board.

3. A copy of any financial documents which are routinely prepared for the Board shall be given to the Association President.

4. A copy of the minutes of each Board meeting shall be given to the Association President.

5. Notice of any changes in Board Policy shall be given to the Association President within ten (10) days after approval of the Board and will be available on-line.

G. New Member Information

Within one week of hiring, the names, addresses, and phone numbers of new members shall be given to the Association President.

H. Building Councils

The Association and the Board encourage the formation of building councils in each building for the purpose of providing a vehicle for communication between members from within the building and the administrative staff of the building.

I. Labor Management Meetings

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

J. Resident Educator Program

1. Program Duration and Support

The District will support Resident Educators during their first two years of teaching, as outlined in the Ohio Resident Educator Program and in accordance with the Ohio Teacher Education and Licensure Standards.

2. Mentor Assignment

Resident Educators will be assigned a trained mentor, as required by the Ohio Department of Education and Workforce. Each mentor must have completed the necessary training and hold certification from the Ohio Department of Education and Workforce.

3. Mentor-Resident Educator Ratio and Compensation

Each mentor will be assigned to one Resident Educator. In exceptional cases, a mentor may be assigned more than one Resident Educator. Mentors shall receive compensation for each Resident Educator they are assigned.

4. Program Meetings

The Resident Educator Program will consist of at least five meetings between August and the end of the school year. All meetings after the initial session will be held outside of school hours and will address topics pertinent to the successful completion of the Resident Educator Program.

5. Mentor Compensation Structure

Mentors will receive a supplemental contract reflecting the level of support required for each year of the Resident Educator Program, as follows:

Year 1: $1,000
Year 2: $600

6. Observations

Mentors will observe their assigned Resident Educator teaching at least three times during the year. The District will provide adequate coverage to facilitate these observations. All notes and observations are confidential between the mentor and the Resident Educator, to the extent permitted by law.

7. Mentor-Resident Educator Relationship Concerns

If either the mentor or the Resident Educator feels that the mentoring relationship is not satisfactory, they may request the building principal's intervention within the first six weeks of the school year. The building principal shall meet with the Resident Educator and the mentor to discuss their concerns and attempt a resolution. If unsuccessful by the end of the first nine (9) weeks of the school year, the Resident Educator shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a prorated share of the applicable supplemental salary.

K. Chronic Communicable Disease Policy

Before the Board adopts a policy on chronic Communicable Disease Policy, the Association and management will meet through the Labor-Management council for input to such policy.

ARTICLE VIII-GENERAL PROVISIONS

A. Management Rights

1. Except as abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Administration, without limitation except for the express written terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, including by way of illustration management's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate members; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate members; 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 District; determine the instructional hours for pupils; and direct, assign, and schedule pupils.

2. The Board may make decisions in the exercise of its management rights without bargaining with the Association, but the Board is obligated to bargain about the effect of management decisions on the wages, hours, fringe benefits, and terms and conditions of employment of members.

3. This Agreement supersedes all oral and written agreements between the Board and the Association and between the Board and any member within the collective bargaining unit, other than those negotiated through the amendment procedure and/or interim bargaining on the changes in wages, hours, terms or other conditions of employment or the continuation, modification, or deletion of existing provisions of this Agreement as per O.R.C. 4117.08.

B. Waiver of Negotiations

It is agreed that during the negotiations leading to this Agreement, the parties had full opportunity to make demands and proposals with respect to any subject not removed by law from collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, except as specified by the amendment procedure, or interim bargaining irrespective of whether the item was or

was not discussed or contemplated during the course of negotiations leading to the execution of this Agreement.

C. Severability

Consistent with O.R.C. 4117.10, the terms of this Agreement supersede any conflicting provisions of state law. If any provision of this Agreement is contrary to law, only such provision shall be void and the remainder of the Agreement shall remain in effect. The parties shall schedule a meeting within thirty (30) days to renegotiate the provision found contrary to law.

D. O.R.C. 3302.10 Acknowledgment

As required by O.R.C. 3302.10(P), the provisions of 3302.10 are incorporated by reference as a part of this Agreement.

ARTICLE IX-EMPLOYMENT OF RETIREES

A. This Article governs the terms and conditions of employment of any person who has service retired under STRS (or other retiree within the meaning of O.R.C. 3307.35) whom the Board decides to regularly employ in a position that falls within the bargaining unit described in Article I, Section A of this Agreement. Except as otherwise specified below, any such retiree will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

1. For initial placement purposes on the teachers' salary schedule, the retiree will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that the retiree will initially receive five (5) years of vertical credit and thereafter will advance vertically on the same basis as other teachers.

2. The retiree will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of the school year). If subsequently reemployed, the retiree will be awarded another one-year limited contract. In no event will the retiree qualify for a continuing contract or a multi-year limited contract. A retiree is eligible for a supplemental contract position at the discretion of the Board, and the provisions of O.R.C. 3313.53 shall not apply.

3. Any limited contract received under Paragraph 2 above will automatically nonrenew; no notice of nonrenewal is required. The procedures appearing in O.R.C. 3319.11, including the post-nonrenewal procedures appearing in 3319.11 (G), shall not apply to any such automatic contract nonrenewal.

4. Upon employment, the retiree will be credited with zero (0) years of seniority. If subsequently reemployed, the retiree will not accumulate seniority. If laid off through a reduction in force under Article V, Section K of this Agreement, the retiree's contract of employment shall automatically terminate notwithstanding any other provision of this Agreement or the O.R.C.

5. The retiree is not eligible to participate in any insurance fringe benefits offered under Article IV, Section P of this Agreement, except that a retiree may participate in health insurance (on the same terms as apply to bargaining unit members generally) to the extent, but only to the extent, that STRS policy precludes the retiree from obtaining health insurance coverage through STRS

6. The retiree will in no event qualify for professional leave under Article III, Section C (unless member has been directed to attend a professional meeting), sabbatical leave under Article III, Section I, a complimentary pass under Article IV, Section G, tuition reimbursement under Article IV, Section M, or severance pay under Article IV, Section O of this Agreement or any provision of the O.R.C.

B. The Association President will be notified in writing of any initial employment of a retiree.

C. This Article does not affect the requirements of O.R.C. 3307.353.

D. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the O.R.C.

ARTICLE X-TERM OF AGREEMENT

This Agreement is effective from 11:59 p.m., June 30, 2025 through midnight, June 30, 2028.

VAN BUREN BOARD OF EDUCATION

3/26/25
BOARD PRESIDENT DATE

3-20-25
BOARD TREASURER DATE

3/20/25
SUPERINTENDENT DATE

VAN BUREN EDUCATION ASSOCIATION

3/24/25
TEAM MEMBER DATE

3/25/25
TEAM MEMBER DATE

3/25/25
TEAM MEMBER DATE

TEAM MEMBER DATE

TEAM MEMBER DATE

CERTIFICATE
(O.R.C. 5705.412)

RE: .412 Certificate

IT IS HEREBY CERTIFIED that the Van Buren Local School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of year is greater.

Dated: March 20, 2025

By: _____
Treasurer

By: _____
Superintendent

By: _____
President, Board of Education

Van Buren School
Grievance Form

Name of Grievant: _____
Level: _____ Date Grievance Occurred: _____

Informal Step
Date of Discussion: _____

Step 1 – Immediate Supervisor

Statement of Grievance: _____

Remedy Requested: _____

_____ _____
Signature of Grievant Date

_____ _____
Signature of Grievant Date

Van Buren School
Grievance Form

Date of Hearing at Step 1: _____

Disposition Received: _____

Step 2 – Superintendent

Date of Hearing at Step 2: _____

Date of Disposition Received: _____

Step 3 - Board

Date of Hearing at Step 3: _____

Date of Disposition Received: _____

Step 4 – Request for Mediation

By mutual agreement, this issue is being submitted to mediation by FMCS.

_____ _____
Signature of Grievant Date Submitted to FMCA

_____ _____
Signature of Acknowledgment Date of Receipt

Step 5 – Arbitration

The grievant and the Association are submitting this grievance to arbitration and have served notice to AAA of this Appeal.

_____ _____
Signature of Grievant Date Submitted AAA

_____
Signature of Association President

APPENDIX B-1
2025-2026 SALARY SCHEDULE

2025-2026 School Year

Years	BA	MA	MA +15	MA +30
1	$ 42,386	$ 44,081	$ 46,200	$ 48,320
Index	1.00	1.04	1.09	1.14
2	$ 44,505	$ 46,200	$ 48,320	$ 50,439
Index	1.05	1.09	1.14	1.19
3	$ 46,624	$ 48,320	$ 50,439	$ 52,558
Index	1.10	1.14	1.19	1.24
4	$ 48,743	$ 50,439	$ 52,558	$ 54,677
Index	1.15	1.19	1.24	1.29
5	$ 50,863	$ 52,558	$ 54,677	$ 56,797
Index	1.20	1.24	1.29	1.34
6	$ 52,558	$ 54,253	$ 56,797	$ 58,916
Index	1.24	1.28	1.34	1.39
8	$ 54,253	$ 55,949	$ 58,492	$ 61,035
Index	1.28	1.32	1.38	1.44
10	$ 55,949	$ 57,644	$ 60,611	$ 63,154
Index	1.32	1.36	1.43	1.49
12	$ 57,644	$ 59,340	$ 62,307	$ 65,274
Index	1.36	1.40	1.47	1.54
14	$ 59,340	$ 62,731	$ 66,969	$ 70,784
Index	1.40	1.48	1.58	1.67
17	$ 64,426	$ 68,241	$ 72,055	$ 77,142
Index	1.52	1.61	1.70	1.82
19	$ 67,817	$ 72,055	$ 76,294	$ 80,956
Index	1.60	1.70	1.80	1.91
22	$ 70,360	$ 76,294	$ 80,533	$ 84,347
Index	1.66	1.80	1.90	1.99
24	$ 72,903	$ 81,380	$ 85,195	$ 89,010
Index	1.72	1.92	2.01	2.10
27	$ 75,446	$ 83,076	$ 86,890	$ 92,400
Index	1.78	1.96	2.05	2.18

3.0% INCREASE OVER 24-25 SCHOOL YEAR

APPENDIX B-2

2026-2027 SALARY SCHEDULE

2026-2027 School Year

Years	BA	MA	MA +15	MA +30
1	$ 43,658	$ 45,404	$ 47,587	$ 49,770
Index	1.00	1.04	1.09	1.14
2	$ 45,840	$ 47,587	$ 49,770	$ 51,953
Index	1.05	1.09	1.14	1.19
3	$ 48,023	$ 49,770	$ 51,953	$ 54,135
Index	1.10	1.14	1.19	1.24
4	$ 50,206	$ 51,953	$ 54,135	$ 56,318
Index	1.15	1.19	1.24	1.29
5	$ 52,389	$ 54,135	$ 56,318	$ 58,501
Index	1.20	1.24	1.29	1.34
6	$ 54,135	$ 55,882	$ 58,501	$ 60,684
Index	1.24	1.28	1.34	1.39
8	$ 55,882	$ 57,628	$ 60,247	$ 62,867
Index	1.28	1.32	1.38	1.44
10	$ 57,628	$ 59,374	$ 62,430	$ 65,050
Index	1.32	1.36	1.43	1.49
12	$ 59,374	$ 61,121	$ 64,177	$ 67,233
Index	1.36	1.40	1.47	1.54
14	$ 61,121	$ 64,613	$ 68,979	$ 72,908
Index	1.40	1.48	1.58	1.67
17	$ 66,360	$ 70,289	$ 74,218	$ 79,457
Index	1.52	1.61	1.70	1.82
19	$ 69,852	$ 74,218	$ 78,584	$ 83,386
Index	1.60	1.70	1.80	1.91
22	$ 72,472	$ 78,584	$ 82,949	$ 86,879
Index	1.66	1.80	1.90	1.99
24	$ 75,091	$ 83,823	$ 87,752	$ 91,681
Index	1.72	1.92	2.01	2.10
27	$ 77,710	$ 85,569	$ 89,498	$ 95,174
Index	1.78	1.96	2.05	2.18

3.0% INCREASE OVER 25-26 SCHOOL YEAR

APPENDIX B-3

2027-2028 SALARY SCHEDULE

2027-2028 School Year

Years	#	BA	MA	MA +15	MA +30
1		$ 44,968	$ 46,766	$ 49,015	$ 51,263
Index		1.00	1.04	1.09	1.14
2		$ 47,216	$ 49,015	$ 51,263	$ 53,512
Index		1.05	1.09	1.14	1.19
3		$ 49,465	$ 51,263	$ 53,512	$ 55,760
Index		1.10	1.14	1.19	1.24
4		$ 51,713	$ 53,512	$ 55,760	$ 58,008
Index		1.15	1.19	1.24	1.29
5		$ 53,961	$ 55,760	$ 58,008	$ 60,257
Index		1.20	1.24	1.29	1.34
6		$ 55,760	$ 57,559	$ 60,257	$ 62,505
Index		1.24	1.28	1.34	1.39
8		$ 57,559	$ 59,357	$ 62,055	$ 64,754
Index		1.28	1.32	1.38	1.44
10		$ 59,357	$ 61,156	$ 64,304	$ 67,002
Index		1.32	1.36	1.43	1.49
12		$ 61,156	$ 62,955	$ 66,103	$ 69,250
Index		1.36	1.40	1.47	1.54
14		$ 62,955	$ 66,552	$ 71,049	$ 75,096
Index		1.40	1.48	1.58	1.67
17		$ 68,351	$ 72,398	$ 76,445	$ 81,841
Index		1.52	1.61	1.70	1.82
19		$ 71,948	$ 76,445	$ 80,942	$ 85,888
Index		1.60	1.70	1.80	1.91
22		$ 74,646	$ 80,942	$ 85,439	$ 89,486
Index		1.66	1.80	1.90	1.99
24		$ 77,345	$ 86,338	$ 90,385	$ 94,432
Index		1.72	1.92	2.01	2.10
27		$ 80,043	$ 88,137	$ 92,184	$ 98,030
Index		1.78	1.96	2.05	2.18

3.0% INCREASE OVER 26-27 SCHOOL YEAR

APPENDIX C

SUPPLEMENTAL / EXTRA-CURRICULAR SALARY SCHEDULES

Musical/Play Related Expenses: Rates to be established by Superintendent and the Director prior to the Musical. Expenses to be taken from proceeds.

The Board will determine each year the positions to be filled, including the total number of positions per category. The Board may also choose to add to the number of positions established in the schedule below when participation warrants, as determined by the Superintendent.

Horizontal movement starts with the beginning of the year of coaching in the same District coaching position (other school coaching experience is not used to calculate years of experience, except as provided below). For example, at the beginning of years 1,2,3 of coaching column 1 is used, at the beginning of year 4,5,6 columns 2 will be used, etc. Once the last column is accomplished, there are no additional increases.

Experience in a supplemental shall count as previous experience in a supplemental in the same category/sport (For example, Bob coaches for four (4) years in MS Track and then becomes the HS Assistant Track Coach. Those four (4) years of experience follow Bob to the HS Assistant Track Coach position, and he would be placed in the pay column representing four (4) years of experience.)

The Board has discretion to award up to eight (8) years of experience in the same category/sport carried over from another district.

Appendix C

SUPPLEMENTAL / EXTRA-CURRICULAR SALARY SCHEDULE
School Year 2025-2026

Supplemental Schedule for 2025-2026					
Position	of	**3**	**6**	**9**	**10+**
Athletics					
Asst. Athletic Director	2	$4,795	$5,034	$5,235	$5,392
Baseball					
Baseball, Head Coach	1	$5,593	$5,873	$6,108	$6,291
Baseball, Asst. Coach	4	$2,397	$2,517	$2,617	$2,697
Basketball					
Basketball, Head Coach Boys	1	$7,191	$7,551	$7,853	$8,089
Basketball, Asst. Coach	3	$3,995	$4,195	$4,363	$4,494
Basketball, Jr. High	2	$2,397	$2,517	$2,617	$2,697
Basketball, Head Coach Girls	1	$7,191	$7,551	$7,853	$8,089
Basketball, Asst. Coach	3	$3,995	$4,195	$4,363	$4,494
Basketball, Jr. High	2	$2,397	$2,517	$2,617	$2,697
Cheerleading					
Cheerleading Advisor, Fall	1	$1,599	$1,678	$1,745	$1,797
Cheerleading Advisor, Winter	1	$2,397	$2,517	$2,617	$2,697
Cheerleading Advisor, Jr. High, Fall	1	$1,599	$1,678	$1,745	$1,797
Cheerleading Advisor, Jr. High, Winter	1	$1,599	$1,678	$1,745	$1,797
Comp. Cheer	1	$1,599	$1,678	$1,745	$1,797
Cross Country					
Cross Country, Head	1	$3,995	$4,195	$4,363	$4,494
Cross Country Asst.	2	$1,997	$2,097	$2,182	$2,246
Cross Country Jr. High	1	$1,997	$2,097	$2,182	$2,246
Football					
Football, Head Coach	1	$7,191	$7,551	$7,853	$8,089
Football, Varsity Assistant Coach	6	$3,995	$4,195	$4,363	$4,494
Football, Jr. High	2	$2,397	$2,517	$2,617	$2,697
Golf					
Golf, Head Coach Boys	1	$4,795	$5,034	$5,235	$5,392
Golf, Assistant	3	$2,397	$2,517	$2,617	$2,697
Golf, Head Coach Girls	1	$4,795	$5,034	$5,235	$5,392
Golf, Assistant	3	$2,397	$2,517	$2,617	$2,697
Soccer					
Soccer, Head Coach Boys	1	$5,593	$5,873	$6,108	$6,291
Soccer, Assistant Coach	3	$3,196	$3,356	$3,491	$3,595
Soccer, Head Coach Girls	1	$5,593	$5,873	$6,108	$6,291
Soccer, Assistant Coach	3	$3,196	$3,356	$3,491	$3,595
Softball					
Softball, Head Coach	1	$5,593	$5,873	$6,108	$6,291
Softball, Assistant	4	$2,397	$2,517	$2,617	$2,697
Track					
Track, Head Coach	1	$5,993	$6,292	$6,544	$6,740
Track, Assistant Coach	6	$2,397	$2,517	$2,617	$2,697
Track, Jr. High	2	$2,397	$2,517	$2,617	$2,697

Supplemental Schedule for 2025-2026					
Volleyball					
Volleyball, Head Coach	1	$5,593	$5,873	$6,108	$6,291
Volleyball, Assistant Coach	3	$3,196	$3,356	$3,491	$3,595
Volleyball, Jr. High	2	$2,397	$2,517	$2,617	$2,697
Wrestling					
Wrestling, Head Coach	1	$4,795	$5,034	$5,235	$5,392
Wrestling, Assistant Coach	3	$3,196	$3,356	$3,491	$3,595
Wrestling, Jr. High	2	$2,397	$2,517	$2,617	$2,697
Academics					
Middle School					
Building Leadership Team (BLT)	4	$400	$419	$437	$449
Drama Director	1	$400	$419	$437	$449
Science Olympiad Advisor	1	$799	$839	$872	$899
Student Leadership	2	$799	$839	$872	$899
National Jr. Honor Society	1	$799	$839	$872	$899
Power of the Pen	1	$799	$839	$872	$899
Elementary School					
Building Leadership Team (BLT)	7	$400	$419	$437	$449
Drama Director	1	$400	$419	$437	$449
Student Support Team (SST)	7	$1,199	$1,259	$1,309	$1,348
High School					
Annual Advisor (Yearbook)($0 if period given)	1	$3,196	$3,356	$3,491	$3,595
Building Leadership Team (BLT)	5	$400	$419	$437	$449
Junior Class Advisor	1	$1,599	$1,678	$1,745	$1,797
Knightly News ($0 if period given)	1	$1,599	$1,678	$1,745	$1,797
National Honor Society	1	$1,199	$1,259	$1,309	$1,348
Quiz Bowl	1	$1,199	$1,259	$1,309	$1,348
Senior Class Advisor	1	$1,199	$1,259	$1,309	$1,348
Sophomore Class Advisor	1	$799	$839	$872	$899
Student Council Advisor	1	$1,599	$1,678	$1,745	$1,797
Music/ Drama					
Accompanist	1	$3,196	$3,356	$3,491	$3,595
Assistant Band Director	1	$3,196	$3,356	$3,491	$3,595
Asst. Show Choir Director (Instrumental)	1	$3,196	$3,356	$3,491	$3,595
Drama Club Advisor	1	$799	$839	$872	$899
Flag Corps Advisor	1	$1,199	$1,259	$1,309	$1,348
Instrumental/Summer Band	1	$6,392	$6,711	$6,980	$7,189
Musical Director	1	$1,199	$1,259	$1,309	$1,348
Musical Pit Director	1	$799	$839	$872	$899
Pep Band	1	$400	$419	$437	$449
Percussion Instructor	1	$1,199	$1,259	$1,309	$1,348
Show Choir Choreographer	1	$1,997	$2,097	$2,182	$2,246
Vocal Music/Show Choir	1	$6,392	$6,711	$6,980	$7,189

Supplemental Schedule for 2025-2026					
Miscellaneous					
L.P.D.C Chair	1	$1,399	$1,468	$1,526	$1,573
L.P.D.C	2	$999	$1,049	$1,091	$1,124
Mentor 1 (RESA)		$1,000	$1,000	$1,000	$1,000
Mentor 2 (RESA)		$600	$600	$600	$600
Structured Literacy Specialist	1	$1,199	$1,259	$1,309	$1,348
Summer Math Intervention	15	$500	$500	$500	$500
Summer Reading Intervention	15	$500	$500	$500	$500

SUPPLEMENTAL / EXTRA-CURRICULAR SALARY SCHEDULE
School Year 2026-2027

Supplemental Schedule for 2026-2027					
Position	**of**	**3**	**6**	**9**	**10+**
Athletics					
Asst. Athletic Director	2	$4,938	$5,185	$5,393	$5,554
Baseball					
Baseball, Head Coach	1	$5,761	$6,049	$6,291	$6,480
Baseball, Asst. Coach	4	$2,469	$2,593	$2,696	$2,777
Basketball					
Basketball, Head Coach Boys	1	$7,407	$7,777	$8,088	$8,331
Basketball, Asst. Coach	3	$4,115	$4,321	$4,494	$4,629
Basketball, Jr. High	2	$2,469	$2,593	$2,696	$2,777
Basketball, Head Coach Girls	1	$7,407	$7,777	$8,088	$8,331
Basketball, Asst. Coach	3	$4,115	$4,321	$4,494	$4,629
Basketball, Jr. High	2	$2,469	$2,593	$2,696	$2,777
Cheerleading					
Cheerleading Advisor, Fall	1	$1,647	$1,728	$1,797	$1,851
Cheerleading Advisor, Winter	1	$2,469	$2,593	$2,696	$2,777
Cheerleading Advisor, Jr. High, Fall	1	$1,647	$1,728	$1,797	$1,851
Cheerleading Advisor, Jr. High, Winter	1	$1,647	$1,728	$1,797	$1,851
Comp. Cheer	1	$1,647	$1,728	$1,797	$1,851
Cross Country					
Cross Country, Head	1	$4,115	$4,321	$4,494	$4,629
Cross Country Asst.	2	$2,057	$2,160	$2,247	$2,314
Cross Country Jr. High	1	$2,057	$2,160	$2,247	$2,314
Football					
Football, Head Coach	1	$7,407	$7,777	$8,088	$8,331
Football, Varsity Assistant Coach	6	$4,115	$4,321	$4,494	$4,629
Football, Jr. High	2	$2,469	$2,593	$2,696	$2,777
Golf					
Golf, Head Coach Boys	1	$4,938	$5,185	$5,393	$5,554
Golf, Assistant	3	$2,469	$2,593	$2,696	$2,777
Golf, Head Coach Girls	1	$4,938	$5,185	$5,393	$5,554
Golf, Assistant	3	$2,469	$2,593	$2,696	$2,777
Soccer					
Soccer, Head Coach Boys	1	$5,761	$6,049	$6,291	$6,480
Soccer, Assistant Coach	3	$3,292	$3,456	$3,595	$3,703
Soccer, Head Coach Girls	1	$5,761	$6,049	$6,291	$6,480
Soccer, Assistant Coach	3	$3,292	$3,456	$3,595	$3,703
Softball					
Softball, Head Coach	1	$5,761	$6,049	$6,291	$6,480
Softball, Assistant	4	$2,469	$2,593	$2,696	$2,777
Track					
Track, Head Coach	1	$6,172	$6,481	$6,740	$6,943
Track, Assistant Coach	6	$2,469	$2,593	$2,696	$2,777
Track, Jr. High	2	$2,469	$2,593	$2,696	$2,777

Supplemental Schedule for 2026-2027					
Volleyball					
Volleyball, Head Coach	1	$5,761	$6,049	$6,291	$6,480
Volleyball, Assistant Coach	3	$3,292	$3,456	$3,595	$3,703
Volleyball, Jr. High	2	$2,469	$2,593	$2,696	$2,777
Wrestling					
Wrestling, Head Coach	1	$4,938	$5,185	$5,393	$5,554
Wrestling, Assistant Coach	3	$3,292	$3,456	$3,595	$3,703
Wrestling, Jr. High	2	$2,469	$2,593	$2,696	$2,777
Academics					
Middle School					
Building Leadership Team (BLT)	4	$412	$432	$450	$463
Drama Director	1	$412	$432	$450	$463
Science Olympiad Advisor	1	$823	$865	$899	$926
Student Leadership	2	$823	$865	$899	$926
National Jr. Honor Society	1	$823	$865	$899	$926
Power of the Pen	1	$823	$865	$899	$926
Elementary School					
Building Leadership Team (BLT)	7	$412	$432	$450	$463
Drama Director	1	$412	$432	$450	$463
Student Support Team (SST)	7	$1,235	$1,296	$1,348	$1,389
High School					
Annual Advisor (Yearbook)($0 if period given)	1	$3,292	$3,456	$3,595	$3,703
Building Leadership Team (BLT)	5	$412	$432	$450	$463
Junior Class Advisor	1	$1,647	$1,728	$1,797	$1,851
Knightly News ($0 if period given)	1	$1,647	$1,728	$1,797	$1,851
National Honor Society	1	$1,235	$1,296	$1,348	$1,389
Quiz Bowl	1	$1,235	$1,296	$1,348	$1,389
Senior Class Advisor	1	$1,235	$1,296	$1,348	$1,389
Sophomore Class Advisor	1	$823	$865	$899	$926
Student Council Advisor	1	$1,647	$1,728	$1,797	$1,851
Music/ Drama					
Accompanist	1	$3,292	$3,456	$3,595	$3,703
Assistant Band Director	1	$3,292	$3,456	$3,595	$3,703
Asst. Show Choir Director (Instrumental)	1	$3,292	$3,456	$3,595	$3,703
Drama Club Advisor	1	$823	$865	$899	$926
Flag Corps Advisor	1	$1,235	$1,296	$1,348	$1,389
Instrumental/Summer Band	1	$6,584	$6,913	$7,190	$7,405
Musical Director	1	$1,235	$1,296	$1,348	$1,389
Musical Pit Director	1	$823	$865	$899	$926
Pep Band	1	$412	$432	$450	$463
Percussion Instructor	1	$1,235	$1,296	$1,348	$1,389
Show Choir Choreographer	1	$2,057	$2,160	$2,247	$2,314
Vocal Music/Show Choir	1	$6,584	$6,913	$7,190	$7,405

Supplemental Schedule for 2026-2027					
Miscellaneous					
L.P.D.C Chair	1	$1,441	$1,512	$1,572	$1,620
L.P.D.C	2	$1,029	$1,080	$1,123	$1,157
Mentor 1 (RESA)		$1,000	$1,000	$1,000	$1,000
Mentor 2 (RESA)		$600	$600	$600	$600
Structured Literacy Specialist	1	$1,235	$1,296	$1,348	$1,389
Summer Math Intervention	15	$500	$500	$500	$500
Summer Reading Intervention	15	$500	$500	$500	$500

SUPPLEMENTAL / EXTRA-CURRICULAR SALARY SCHEDULE
School Year 2027-2028

Supplemental Schedule for 2027-2028					
Position	of	3	6	9	10+
Athletics					
Asst. Athletic Director	2	$5,087	$5,340	$5,554	$5,720
Baseball					
Baseball, Head Coach	1	$5,934	$6,231	$6,480	$6,674
Baseball, Asst. Coach	4	$2,543	$2,671	$2,777	$2,861
Basketball					
Basketball, Head Coach Boys	1	$7,629	$8,011	$8,331	$8,581
Basketball, Asst. Coach	3	$4,239	$4,451	$4,629	$4,768
Basketball, Jr. High	2	$2,543	$2,671	$2,777	$2,861
Basketball, Head Coach Girls	1	$7,629	$8,011	$8,331	$8,581
Basketball, Asst. Coach	3	$4,239	$4,451	$4,629	$4,768
Basketball, Jr. High	2	$2,543	$2,671	$2,777	$2,861
Cheerleading					
Cheerleading Advisor, Fall	1	$1,696	$1,780	$1,851	$1,907
Cheerleading Advisor, Winter	1	$2,543	$2,671	$2,777	$2,861
Cheerleading Advisor, Jr. High, Fall	1	$1,696	$1,780	$1,851	$1,907
Cheerleading Advisor, Jr. High, Winter	1	$1,696	$1,780	$1,851	$1,907
Comp. Cheer	1	$1,696	$1,780	$1,851	$1,907
Cross Country					
Cross Country, Head	1	$4,239	$4,451	$4,629	$4,768
Cross Country Asst.	2	$2,119	$2,225	$2,314	$2,383
Cross Country Jr. High	1	$2,119	$2,225	$2,314	$2,383
Football					
Football, Head Coach	1	$7,629	$8,011	$8,331	$8,581
Football, Varsity Assistant Coach	6	$4,239	$4,451	$4,629	$4,768
Football, Jr. High	2	$2,543	$2,671	$2,777	$2,861
Golf					
Golf, Head Coach Boys	1	$5,087	$5,340	$5,554	$5,720
Golf, Assistant	3	$2,543	$2,671	$2,777	$2,861
Golf, Head Coach Girls	1	$5,087	$5,340	$5,554	$5,720
Golf, Assistant	3	$2,543	$2,671	$2,777	$2,861
Soccer					
Soccer, Head Coach Boys	1	$5,934	$6,231	$6,480	$6,674
Soccer, Assistant Coach	3	$3,391	$3,560	$3,703	$3,814
Soccer, Head Coach Girls	1	$5,934	$6,231	$6,480	$6,674
Soccer, Assistant Coach	3	$3,391	$3,560	$3,703	$3,814
Softball					
Softball, Head Coach	1	$5,934	$6,231	$6,480	$6,674
Softball, Assistant	4	$2,543	$2,671	$2,777	$2,861
Track					
Track, Head Coach	1	$6,357	$6,675	$6,942	$7,151
Track, Assistant Coach	6	$2,543	$2,671	$2,777	$2,861
Track, Jr. High	2	$2,543	$2,671	$2,777	$2,861

Supplemental Schedule for 2027-2028					
Volleyball					
Volleyball, Head Coach	1	$5,934	$6,231	$6,480	$6,674
Volleyball, Assistant Coach	3	$3,391	$3,560	$3,703	$3,814
Volleyball, Jr. High	2	$2,543	$2,671	$2,777	$2,861
Wrestling					
Wrestling, Head Coach	1	$5,087	$5,340	$5,554	$5,720
Wrestling, Assistant Coach	3	$3,391	$3,560	$3,703	$3,814
Wrestling, Jr. High	2	$2,543	$2,671	$2,777	$2,861
Academics					
Middle School					
Building Leadership Team (BLT)	4	$424	$445	$463	$476
Drama Director	1	$424	$445	$463	$476
Science Olympiad Advisor	1	$848	$891	$926	$954
Student Leadership	2	$848	$891	$926	$954
National Jr. Honor Society	1	$848	$891	$926	$954
Power of the Pen	1	$848	$891	$926	$954
Elementary School					
Building Leadership Team (BLT)	7	$424	$445	$463	$476
Drama Director	1	$424	$445	$463	$476
Student Support Team (SST)	7	$1,272	$1,335	$1,389	$1,430
High School					
Annual Advisor (Yearbook)($0 if period given)	1	$3,391	$3,560	$3,703	$3,814
Building Leadership Team (BLT)	5	$424	$445	$463	$476
Junior Class Advisor	1	$1,696	$1,780	$1,851	$1,907
Knightly News ($0 if period given)	1	$1,696	$1,780	$1,851	$1,907
National Honor Society	1	$1,272	$1,335	$1,389	$1,430
Quiz Bowl	1	$1,272	$1,335	$1,389	$1,430
Senior Class Advisor	1	$1,272	$1,335	$1,389	$1,430
Sophomore Class Advisor	1	$848	$891	$926	$954
Student Council Advisor	1	$1,696	$1,780	$1,851	$1,907
Music/ Drama					
Accompanist	1	$3,391	$3,560	$3,703	$3,814
Assistant Band Director	1	$3,391	$3,560	$3,703	$3,814
Asst. Show Choir Director (Instrumental)	1	$3,391	$3,560	$3,703	$3,814
Drama Club Advisor	1	$848	$891	$926	$954
Flag Corps Advisor	1	$1,272	$1,335	$1,389	$1,430
Instrumental/Summer Band	1	$6,781	$7,120	$7,405	$7,627
Musical Director	1	$1,272	$1,335	$1,389	$1,430
Musical Pit Director	1	$848	$891	$926	$954
Pep Band	1	$424	$445	$463	$476
Percussion Instructor	1	$1,272	$1,335	$1,389	$1,430
Show Choir Choreographer	1	$2,119	$2,225	$2,314	$2,383
Vocal Music/Show Choir	1	$6,781	$7,120	$7,405	$7,627

Supplemental Schedule for 2027-2028					
Miscellaneous					
L.P.D.C Chair	1	$1,484	$1,557	$1,619	$1,669
L.P.D.C	2	$1,060	$1,112	$1,157	$1,192
Mentor 1 (RESA)		$1,000	$1,000	$1,000	$1,000
Mentor 2 (RESA)		$600	$600	$600	$600
Structured Literacy Specialist	1	$1,272	$1,335	$1,389	$1,430
Summer Math Intervention	15	$500	$500	$500	$500
Summer Reading Intervention	15	$500	$500	$500	$500

APPENDIX D

PROFESSIONAL LEAVE SUMMARY
VAN BUREN LOCAL SCHOOLS

The last two sentences of Article III, Section C of the Agreement state: *"Following the taking of professional leave the member shall provide the Administration with a brief written summary of the professional leave experience. The Administration will determine if the member will make a presentation about the experience."*

Your name:_____

Topic or title of conference, seminar, workshop, clinic, in-service, etc.: _____

_____

Location: _____

Date(s) you attended: _____

In the space provided below please write a brief summary of this professional experience and how it will benefit you, your students, and/or the district. As much as possible, please construct your summary so that it could be used as a newspaper and/or newsletter article.

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APPENDIX E

EVALUATION PROCEDURE (OTES 2.0)

TEACHER EVALUATION

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

Purpose:

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

1. Advance the professional learning and practice of teachers individually and collectively in the school District.
2. Inform instruction.
3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

Definitions: Definitions that appear in the Ohio Teacher Evaluation System 2.0, (OTES 2.0), codified in Ohio Revised Code (ORC) 3319.111 and 3319.112, are incorporated herein by reference. Certain key definitions also appear below:

A. **Evaluation Factors:** The walkthrough(s), observation(s), and other components required by Ohio Rev. Code **and OTES 2.0** to be used in the teacher evaluation procedure.

B. **High Quality Student Data (HQSD):** Quantitative or qualitative information, derived from instrument(s) rigorously reviewed by locally determined education experts, which provides evidence of student learning attributable to the teacher being evaluated.

C. **Credentialed Evaluator:** An evaluator will normally be a full-time, credentialed contracted employee of the District. The evaluator shall not be a bargaining unit member. An evaluator will be the teacher's immediate supervisor to the extent possible. A non- district credentialed evaluator will be utilized only under highly extraordinary circumstances. The superintendent will give the affected teacher and the Association President(s) advance notice of any such use of an outside evaluator including the reasons why.

D. **Evaluation Rating:** The final, holistic rating that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this procedure. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

E. **Ohio Evaluation System (OhioES):** The method used by the District to electronically report to ODE teacher's final holistic ratings.

F. **Teacher:** For purposes of this procedure, "teacher" means a licensed instructors who spends at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under a teacher's license issued under chapter 3319 of the Revised Code or under a professional or permanent teacher's certificate issued under former section 3319.222 of the Revised Code.

   Bargaining unit members who do not meet the definition will be evaluated utilizing applicable Board policies (for example, school counselors evaluated under Board Policy 3223) or evaluation procedures of the collective bargaining agreement in effect between the Board and the Association.

Standards Based Teacher Evaluation:

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning a holistic rating.

Each teacher evaluation will result in a holistic rating of:

A. Accomplished;
B. Skilled;
C. Developing; or
D. Ineffective

The Superintendent shall annually cause to be filed with ODE a report as required by ORC of the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above.

There will be no more than one evaluation cycle per year.

Professional development training will be provided by the end of September each year for teachers and admin jointly to include the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High-Quality Student Data.

Assessment of Teacher Performance:

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs."

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

Formal Observation and Classroom Walkthrough Sequence:

A. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of contract nonrenewal will be provided by June 1st.
B. Any long-term absence of five (5) or more consecutive work days by the teacher or administrator during the evaluation cycle shall extend all timelines, except those imposed under sections 3319.11 and 3319.111 of the Revised Code, at a minimum by the length of the teacher or administrator absence or as otherwise agreed to by the teacher and administrator with the concurrence of the Association.
C. The Board may elect not to evaluate a teacher who was on leave for fifty percent (50%) or more of the school year and /or submitted notice of retirement that was accepted by the Board no later than December 1st of the school year the teacher was scheduled to be evaluated.
D. Teachers participating in their first or second year of Resident Educator Summative Assessment (RESA) will be observed but not receive an OTES assigned rating.

Formal Observation Procedure:

A. Building Principals will notify staff by the end of September if they are on cycle (2 observations) or off cycle (1 observation). On cycle is an evaluation year and off cycle is a skilled or accomplished teacher between evaluations.
B. All formal observations may be preceded by a conference between the evaluator and the employee in order for the employee to explain plans and objectives for the classroom situation to be observed.
C. The observation should be conducted for an entire class period or lesson but no less than 30 consecutive minutes.
D. Absent extenuating circumstances, a post-observation conference shall be held after each formal observation within ten (10) work days of the observation.
E. Formal observations shall not unreasonably disrupt and/or interrupt the learning environment.

Informal Observation/Classroom Walkthrough Procedure:

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
B. Evidence gathered from the walkthrough will be shared with or made available to the teacher within 10 days of walkthrough.
C. A walkthrough shall be no longer than ten (10) minutes.

High Quality Student Data (HQSD)

A. Each evaluation shall contain at least 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 affected staff may request training and/or information on utilization of the assessment program.
    1. The Evaluation Committee may provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to use as HQSD. The committee may ask for the vendor to make a presentation to the committee.
C. Any HQSD instrument used in an evaluation must be reviewed by locally determined experts. Experts shall be defined as including members of the administrative team, credentialed evaluators, members of the Evaluation Committee and district teachers.

Final Evaluation Procedures:

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action. Being placed on a Professional Growth Plan or Performance Improvement Plan is not an adverse personnel action within the meaning of this provision.

Professional Growth Plans and Performance Improvement Plans:

Based upon the results of the annual teacher evaluation each teacher must develop either a Professional Growth Plan or Performance Improvement Plan as follows:

A. Teachers whose final holistic rating is Accomplished will develop their own professional growth plan using the ODE Professional Growth Plan template.
B. Teachers whose final holistic rating is Skilled will develop a professional growth plan jointly with his/her credentialed evaluator using the ODE Professional Growth Plan template.
C. Teachers whose final holistic rating is Developing will develop a Professional Growth Plan guided by their credentialed evaluator using the ODE Professional Growth Plan template.
D. Teachers whose final holistic rating is Ineffective will be placed on an improvement HDHP Plan developed by their evaluator using the ODE Improvement Plan template.
E. Professional Growth Plans will be developed by the end of the first nine weeks.
F. Professional Growth Plans and Performance Improvement Plans will be based on the results of the evaluation and aligned to any school district or building improvement plans.
G. An Improvement Plan will have no more than five (5) achievable goals per evaluation cycle.
H. Alignment of the PGP goals with district and/or school improvement plan(s) will be discussed between the teacher and evaluator.
I. Determination of whether or not progress is made on the PGP will be based upon discussions with the teacher and evaluator and any additional evidence and/or documentation provided by the teacher or obtained by the evaluator.

The Performance Improvement Plan shall include:

1. Specific performance expectations, resources and assistance to be provided;
2. Timelines for its completion;
3. A mentor will be assigned to the teacher

The purpose of this evaluation procedure is, among other things, to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. This procedure will not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until two (2) years of data has been collected and two (2) evaluation cycles have been completed. This provision does not preclude the nonrenewal of any limited or extended limited contract in accordance with the law.

If any portion of this evaluation system is changed by law, the Board and the Association will meet to resolve those changes.