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MASTER CONTRACT

between the

PAINT VALLEY
LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

and the

PAINT VALLEY LOCAL
EDUCATION ASSOCIATION

July 1, 2025 through June 30, 2028

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ARTICLE I – AGREEMENT

This agreement is the collective bargaining agreement between the Paint Valley Local School District Board of Education ("the Board") and the Paint Valley Local Education Association (the "Association").

ARTICLE II – RECOGNITION AND BARGAINING PROCEDURES

2.01 A. The Board recognizes the Paint Valley Local Education Association as the sole and exclusive bargaining agent for the "bargaining unit" for the period beginning July 1, 2019 and ending June 30, 2022. The bargaining unit is composed of all certified classroom teachers and extra service personnel, whether under contract, or on leave, employed by the Board (hereinafter "staff member(s)," "teacher(s)," unless otherwise indicated). The Superintendent, Assistant Superintendent, Principals and Assistant Principals are excluded from the unit.

B. Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Section 4117.04(A) and 4117.05(B) of the Ohio Revised Code. During the period of time from 90 to 120 calendar days prior to the expiration of this agreement, teachers, a group of teachers or any individual or employee organization acting on their behalf, may file a petition with the State Employment Relations Board with the support of 30% of the teachers alleging that the Association is no longer the representative of a majority of the teachers in the bargaining unit.

C. Nothing in this Agreement shall be construed to prohibit a unit member the right to form, join, assist, or participate in or refrain from forming, joining, assisting or participating in any employee organization of his/her own choosing.

D. The Board of Education is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

2.02 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by section 4117.08(C)(1)(9) of the Ohio Revised Code. The Board's and Superintendent's exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

2.03 A. Either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice of that fact upon the other party. The initiating party must serve the notice no later than sixty (60) days prior to the expiration of the existing Agreement.

B. The initiating party will offer to bargain collectively with the other party of the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement; and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.

C. Within twenty (20) days of the request, or another mutually agreeable date, the parties shall meet and submit full proposals in writing for consideration. No additional items may be added in future meetings without mutual consent.

D. The collective bargaining representatives of each party shall consist of no more than five (5) individuals.

E. The duty to bargain between the Board and the Association shall be limited to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement.

F. The Board and the Association, upon specific written request from the other, shall furnish information in existing form within a reasonable time from the request that reasonably may be expected to assist the requesting party in making a proposal, a counter proposal or a response to a proposal which is a legitimate subject of bargaining.

G. As discussion items receive tentative agreement, they shall be reduced to writing and initialed by each party. Until all discussion meetings are completed, prior to or during each meeting, there shall be a mutually agreed time, place and date for the next meeting.

H. The duty to bargain in good faith is defined by Section 4117.01(E) of the Revised Code.

I. "Days" when used in this Article means Calendar days.

2.04 When tentative agreement is reached on the proposed complete contract, it shall be submitted to the Board of Education and Association for formal approval. Both parties agree to act on formal approval within ten (10) days of the conclusion of discussion. When the Board and the Association vote favorably on formal approval, such action shall become part of the official minutes of the Board and become a supplemental amendment.

2.05 In the event an agreement is not reached within sixty (60) days, through negotiations, after full consideration of proposals and counterproposals, either party may declare impasse on those issues yet unresolved. If impasse is declared, the parties will mutually request assistance from the Federal Mediation and Conciliation Service in the form of a mediator. The mediator shall act in such capacity until one or both parties decide otherwise, or until agreement is reached. This procedure is in lieu of provisions contained in Section 4117.14 of the Ohio Revised Code but does not waive the Association's right to proceed in

accordance with the provisions of Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE III – GRIEVANCE PROCEDURE

3.01 The following definition and terms apply to this Article:

A. The word "day" or "days" means scheduled teacher workdays during the regular school year. During the summer and Christmas and Easter vacation, it shall mean week days.

B. A "grievance" is a claim that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.

C. An individual grievance shall be initiated by the teacher so aggrieved.

D. A "group" grievance may be initiated by the Association on its own behalf, only with majority approval of the Association's executive committee. Each executive committee member shall sign the appropriate grievance form to indicate majority approval.

E. If the grievant fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered waived.

F. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the grievant is automatically entitled to an appeal to the next step.

G. A teacher may be accompanied at any stage of the grievance procedure by a representative of his or her choice. If the representative is an organizational representative, it shall only be from the Paint Valley Local Education Association (PVLEA).

H. A teacher may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect as long as an Association representative has the opportunity to be present at any meeting (excluding Step One) at which the adjustment might occur. The Association representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the teacher who filed the grievance.

I. Resolution of a grievance as provided exclusively herein at any level shall apply only to the stated grievance.

J. Nothing contained in this Article shall be construed as limiting the individual rights of a teacher who has a complaint or problem to discuss the matter informally with members of the administration.

K. This procedure shall be the sole and exclusive method for resolving disputes under this Agreement.

3.02 The following procedure will be used in processing a grievance:

A. STEP ONE: The grievant must first informally attempt to resolve the grievance by discussing it in a meeting with his or her building principal.

B. STEP TWO: If the grievant is not satisfied with the informal attempt to resolve the grievance, the grievant must submit the grievance in writing on an appropriate grievance form to the building principal. The written grievance must state the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct of condition on which the grievance is based, the particular article and section of this agreement which the grievant claims has been violated, and the specific relief sought. In the case of a "group" grievance initiated by the Association, the written grievance must list the teachers claimed to be affected, or, if a grievance is claimed to affect all teachers, the written grievance must so state. A teacher not listed on the written group grievance may receive the benefit from the resolution of that grievance if he or she can establish during the procedure thereon that he/she was affected by the claimed violation in the same manner as those teachers on the original list. The written grievance must be filed with the building principal within twenty (20)-days from when the grievant knew of the occurrence of the conduct or condition on which the grievance is based. The building principal shall respond to the grievance in writing within five (5) days of its submission to him.

C. STEP THREE: If the grievant is not satisfied with the building principal's disposition of the grievance, the grievant may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the teacher's receipt of the Principal's response. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the notice of appeal. The Superintendent shall make his written response to the appeal within five (5) days of the meeting. A grievance which concerns a decision from the central office and which is not within the power of a building Principal to change may be submitted directly to the Superintendent at Step Three as the initial step, but must be submitted within twenty (20) days from when the grievant knew of the occurrence of the conduct or condition on which the grievance is based. In such case the grievant must first informally attempt to resolve the grievance by discussing it in a meeting with the Superintendent.

D. STEP FOUR: If the grievant is not satisfied with the Superintendent's disposition of the grievance, the grievant may file a written appeal of the grievance with the Board of Education within five (5) days of the Superintendent's response. At a regular or special meeting of the Board of Education within thirty (30) calendar days of the filing of the appeal to the Board, the Board of Education shall meet with the teacher in executive session for the teacher to explain his or her position and to

argue in favor of a particular disposition of the grievance. Within ten (10) days of that meeting, the Board of Education shall send the teacher its written response to the grievance.

E. STEP FIVE: If the grievant is not satisfied with the Board's disposition of the grievance, the grievant may, within five (5) days of receipt of the Board's written response under Step Four, make a written request to the Association that the grievance be submitted to arbitration. If the Association notifies the Board of its desire to arbitrate the grievance within twenty (20) days of the Board's written response to the grievance, the matter will be submitted to arbitration according to this paragraph. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association (AAA). Within five (5) days following receipt of the teacher's request for arbitration, the Superintendent or his/her designated representative and the teacher or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names. A second list of seven (7) names may be requested by either party before the parties begin selecting an arbitrator by the alternative strike method. The cost of the second list shall be borne by the requesting party. An arbitrator shall be selected from the first or second list by the alternate strike method. Each party shall have three strikes. A toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing as soon as possible. A hearing may not be scheduled during the regular school day unless the Board of Education consents to it. The decision shall be in writing and issued within thirty (30) days of the close of the hearing, after opportunity for post hearing briefs from both parties. A copy of the decision shall be sent to the grievant, the Superintendent, the Treasurer of the Board of Education and the Association. The decision shall be final and binding on all parties. The grievant and the Board shall divide the cost of the arbitrator equally.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining Agreement, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) strictly pertaining to the grievance submitted for arbitration. The Arbitrator is specifically prohibited from substituting the arbitrator's judgment for that of the evaluator. The Arbitrator may order reinstatement of a teacher only if the arbitrator finds that the nonrenewal of the teacher was clearly arbitrary, capricious and without factual basis. Any such reinstatement shall be for a limited contract which shall not exceed the number of years to which the teacher would have been entitled if renewed.

ARTICLE IV – EVALUATION PROCEDURE

The Board authorizes and directs the Superintendent to work with the Paint Valley Local Education Association President to establish and maintain an ongoing Evaluation Policy Consultation Committee, for the express purpose of recommending necessary changes to the Board and Association for the appropriate revisions.

4.1 The Evaluation procedures set forth in this agreement follow statutory obligations established under Section 3319.111 and 3319.12 of the Ohio Revised Code and align to the framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code. This procedure shall only apply to teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code and spend at least fifty percent (50%) of their time providing student instruction. The following final summative evaluation ratings shall be assigned: accomplished, skilled, developing, and ineffective.

4.2 For purposes of this policy, each "teacher" subject to evaluation will be evaluated by a person who:

a. Meets the eligibility requirements under Section 3319.1119(D) of the Ohio Revised Code.

b. Holds a credential established by the Ohio Department of Education.

c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

d. Is an Administrator of the Paint Valley Local School District.

e. A qualified and credentialed evaluator cannot be a bargaining unit member and a bargaining unit member cannot evaluate another member.

4.3 Teachers on a one-year contract, or in the final year of a limited contract whom the employer intends to not recommend for renewal of their contract will be given the final summative rating as specified in Section 1 of this Article, with the exception that the evaluation must include a minimum of three (3) thirty (30)-minute formal observations along with at least two (2) walkthroughs. Teachers will be notified three days prior to a walkthrough. Such notice will be given by email/electronic newsletter as to the location of the classroom walkthrough (Elementary – i.e.K2 hallway, K5 hallway or specials). The Middle/High School classroom walkthrough will be conducted according to building. Walkthrough will be from 5 to 15 continuous minutes.

4.4 Teachers who received a rating of "accomplished" on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited

contract will be evaluated according to the process set forth in this Article once every three (3) school years, so long as the teacher submits a self- directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

Teachers who received a rating of "skilled" on their most recent evaluation and who are not on a one-year contract or in the final year of a multi-year limited contract will be evaluated according to the process set forth in this Article once every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

4.5 Formal observations shall not be scheduled the first or last week of school or the day before or after a school holiday.

4.6 A pre-observation conference shall be held within 10 workdays prior to each formal (thirty-minute minimum) observation during which the scope of the observation shall be discussed.

4.7 A post-observation conference shall be held within 10 workdays following the final thirty (30)-minute formal observation during which areas of reinforcement and refinement shall be discussed.

4.8 Professional Growth Plans

A professional growth plan helps teachers identify areas of professional development that will enable them to enhance their practice. The teacher is accountable for implementing and completing the plan.

a. Teachers who received a rating of accomplished on their most recent evaluation will develop a professional growth plan.

b. Teachers who received a rating of skilled on their most recent evaluation will develop a professional growth plan collaboratively with their evaluator.

c. Teachers who received a rating of developing on their most recent evaluation will develop a professional growth plan under the guidance of their evaluator.

All professional growth plans shall align to any District or building improvement plan required for the District or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015."

4.9 Improvement Plans

The purpose of an improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

a. Teachers who received a rating of ineffective on their most recent evaluation will have a professional growth plan developed by their evaluator.

b. Any teacher may be placed on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

4.10 An Improvement Plan conference will be held within 10 workdays after his observation to discuss improvements and continuing deficiencies. Due dates for desired level of performance shall be noted on the Improvement Plan.

4.11 Poorly Performing Teachers shall be defined as a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years and who completes an improvement plan during the subsequent school year.

4.12 The final summative evaluation form shall be signed by the evaluator. The form shall then be signed by the member to verify notification to the member that the evaluation will be placed in the personnel file. However, the member's signature should not be construed as evidence that the member agrees with the content of the evaluation report.

4.13 The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such ritual.

4.14 The OTES Evaluation Forms or other mutually agreed upon form will be the only form used in the formal evaluation process.

4.15 High Quality Student Data

As part of an evaluation, at least two (2) measures of high quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level of subject area taught by the teacher, high quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high quality student data to demonstrate student learning.

In accordance with guidance issued by the Oho Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;
2. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;
3. Assessment of student learning;
4. The teacher's use of assessment data;
5. Professional responsibility and growth.

4.16 Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited.

4.17 Any substantive changes to the evaluation procedures during the term of this agreement shall be addressed through Article 44 (LMC). The Board shall consult with the Association regarding any changes that have mandatory implementation dates prior to the expiration of this agreement. Any changes with implementation dates after the expiration of this agreement shall be negotiated during negotiations for a successor agreement.

4.18 Other than mandatory changes required by law, any decision to change or in any way alter the provisions set forth in this Article shall be obtained by mutual agreement from the LMC and then ratified by both the Association and the Board through a Memorandum of Understanding.

4.19 The use of student learning objectives ("SLOs") is prohibited.

4.20 The Board may elect not to conduct an evaluation of a teacher who meets any of the following criteria:

a. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the firm day of December of the school year in which the evaluation is otherwise scheduled to be conducted.
b. The teacher was on leave from the District for fifty per cent (50%) or more of the school year, as calculated by the Board.
c. The teacher is participating in a teacher residency program established under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators.

4.21 Employees eligible for continuing contract must notify the Superintendent in writing by January 15 that they have met or will meet all legal requirements for receiving a continuing contract by April 1. The Board of Education shall notify all employees of the January 15 deadline by the first payroll check in August. The actual credentials must be supplied by March 30.

ARTICLE V – ASSOCIATION RIGHTS

5.01 Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the teacher workday, during teachers' unpaid lunch hour, duty free recess time, planning and preparation periods, or such other times approved by the building principal; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student teacher, parent teacher, or administrator teacher conferences or other school functions or activities. Association/OEA/NEA representatives not employed in the school building must report to the building office, sign in and secure the approval of the principal or his/her designee. Approval shall not be unreasonably withheld if the visit conforms to this section.

5.02 The Association shall have the right to reasonable use of school facilities and equipment including typewriters, copy machines, duplicating equipment, calculating machines, audio visual equipment and telephones. The Board shall be reimbursed at its cost for any supplies consumed by the Association. The Association agrees to assume responsibility for damages to facilities and equipment resulting from such use. The Association agrees that telephones will be used within reason and all long distance calls charged to the school phones will be reported to the Building Principal. The Association shall reimburse the Board for such calls.

5.03 The Board shall provide a teacher bulletin board in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.

5.04 The Association may use the internal mail system of the school and place Association communications, provided these communications are identified as Association communications, in the mail boxes provided each teacher in the system.

5.05 An Association representative shall be given time during all building meetings of the instructional staff to make routine Association announcements.

5.06 The Board will recognize a designated spokesperson of the PVLEA at public Board meetings not held in executive session for the purpose of addressing the Board relative to any items of concern on the agenda relating to the Association. Furthermore, the Board agrees to supply the Association an agenda at or about the time the agenda is supplied to the Board members. Any Board policy changes directly affecting teachers to be proposed in the upcoming meeting shall be set forth in the agenda. All PVLEA members shall receive a copy of the agenda via school e-mail twenty-four (24) hours prior to the meeting.

5.07 Upon specific request, the Association shall be furnished, at cost and within a reasonable length of time, true copies of any public documents.

5.08 Annually the District will provide an employee directory to the Association President that includes the name, address, and telephone number of all bargaining unit members.

ARTICLE VI – RESIDENCY OF TEACHERS

6.01 The Board and the Association agree that no teacher employed by the Paint Valley Local School District shall be required to reside within the District's geographic lines.

ARTICLE VII – VOLUNTARY TRANSFER AND/OR REASSIGNMENT

7.01 A. Notice of any permanent Bargaining Unit vacancy shall be posted internally and provided by email to all teachers. A permanent Bargaining Unit vacancy is an opening in a certificated position due to death, resignation, retirement or the creation of a new position. "Transfer" means the movement of a teacher from one classroom building to another, a change in grade assignment, or a change in subject assignment. The Superintendent shall determine when a vacancy exists, whether it shall be filled and when it shall be filled.

B. Teachers in the Paint Valley Local School District who have applied for a position open because of a permanent Bargaining Unit vacancy and are qualified with the proper licensure, must submit to the Superintendent a written request to be considered for the vacant position within three (3) days after notice is issued by email per 7.01(A) in order to be considered. All teachers who notify the Building Principal of their interest will receive an interview. The Building Principal will interview internal and external candidates to fill the position.

C. Notices of any permanent Bargaining Unit vacancy will be sent to all teachers in the district at the teacher's email address.

D. Teachers shall, at the earliest date possible, give notice to the Superintendent of the date they intend to resign or retire.

E. In acting on a request for a voluntary transfer, the Superintendent shall consider certification and job requirements. Seniority will also be considered but not the deciding factor.

F. When the Superintendent determines that instructional continuity must be maintained during the school year, then the position may be filled on a temporary basis and reposted at the end of the year.

7.02 A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must submit a written statement of such desire to the Superintendent.

ARTICLE VIII – INVOLUNTARY TRANSFER

8.01 The Superintendent may make such assignments, reassignments and transfers as are in his/her professional judgement necessary to maintain staff efficiency, pursuant to Article II Section 2.02 of this Agreement.

8.02 Notice of involuntary transfer or reassignment will be given to teachers as soon as practicable and except in cases of emergency no later than July 30 of any school year. At his/her request, any teacher involuntarily transferred after July 10 shall be released from his/her contract by the Board of Education.

8.03 When an involuntary transfer or reassignment is necessary, the bargaining unit member with less seniority in the district in the licensed /certified area will be involuntarily transferred unless there exists a reasonable academic basis, with documentation, for the Superintendent to disregard seniority, per 8.01, or due to the abolishment of an academic course offering.

8.04 When an involuntary transfer or reassignment is to be made, the Superintendent or designee will notify the teacher of the reason. The teacher may at his/her option, have a representative of the Association present at such meeting.

ARTICLE IX – CONTRACTS

9.01 A. Regular limited contracts shall be offered in the following manner:

1. Upon initial employment, a one year contract shall be issued by the Board.

2. The second (2^{nd}) and third (3^{rd}) contracts issued by the Board shall be for one (1) year.

3. The fourth (4^{th}) contract issued by the Board shall be for three (3) years.

4. The fifth (5^{th}) contract and thereafter issued by the Board shall be for five (5) years.

5. During the first three contracts, minor procedural errors in evaluation that do not impact the ability of the teacher to know of and demonstrate the needed improvement, shall not prevent nonrenewal.

B. Limited contracts shall expire on June 30 of the last school year in the term of the contract. Notwithstanding the provisions of Section 9.01(A), a limited contract shall automatically be deemed renewed for one school year unless the Board of Education on or before May 15 of the school year in which the limited contract is to expire:

1. Adopts a resolution in public session of its intention not to renew the employment of that teacher;

2. Complies with the non-renewal provisions set forth in Article X, Termination and Non-renewal; and

3. Mails a written notice of the non-renewal by regular and certified mail, return receipt requested, to the teacher at the address appearing for that teacher on the Treasurer's records. Failure to accept the certified mail shall not be a basis to invalidate a nonrenewal. It is the responsibility of each teacher to keep a current address on file with the Treasurer and to make any necessary changes therein, or

4. Issues a contract pursuant to section 9.01(A) of this Article.

9.02 A. A continuing contract is a contract which shall remain in effect until the employee resigns, elects to retire or is retired pursuant to Ohio Revised Code 3307.37, or until he/she is terminated or suspended, and shall be granted only to employees in accordance with Ohio law.

B. Teachers eligible for a continuing contract shall submit all necessary evidence of credentials not later than March 30 to be considered for a continuing contract for the ensuing school year.

C. Further, the Superintendent may recommend reemployment of such employees under a limited contract for a period not to exceed two (2) or more years, provided that written notice of the intention to make such recommendation has been given to the employee, with reasons directed at the professional improvement of the employee, on or before June 1st, and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the employee on or before June 1st, but upon subsequent reemployment only a continuing contract may be entered into.

9.03 A. Teachers may resign and be released from their current contract if written notice is received by the Board of Education no later than July 10, of a school year.

Teachers are sometimes offered positions in other school systems, after July 10, of a school year, which may provide professional advancement and may cause a teacher to ask to be released from a contract. The Board of Education's first obligation is to the children in the school. If suitable replacement can be found and the Board determines that the education program of the school will not be impaired, the teacher may be released from the obligation of a contract.

ARTICLE X – TERMINATION AND NONRENEWAL

10.01 Termination of a teacher's limited or continuing contract during the term thereof shall be governed by the provisions of Ohio Revised Code Section 3319.16 and related statutory law.

10.02 A. Professional Improvement

Professional improvement shall be governed by the Ohio Teacher Evaluation System (OTES). Should OTES be revoked or substantially changed during the term of this Agreement, the parties agree to meet within twenty (20) days to bargain changes to evaluation, termination, non-renewal, reduction in force, and recall.

B. Reasons for Non-renewal

1. Year 1/Probationary: A new teacher's first limited contract may be non-renewed for any reason.

2. Years 2 and 3: During a teacher's second and third years of employment, his/her contract may be non-renewed based on poor performance demonstrated in the evaluation process.

3. Year 4 forward: The Superintendent may recommend non-renewal of, and the board may non-renew, a teacher's contract for just cause.

C. Procedure for Non-renewal

1. If the Board of Education takes action to non-renew a teacher's contract:

a. The Board shall hold a hearing with the teacher in executive or open session, at the option of the teacher, within ten (10) days of the notification of nonrenewal or within a mutually acceptable number of days of said notification.

b. The Superintendent, principal and teacher shall be present at the meeting along with an Association representative or other Representative of the Teacher's choosing.

c. Legal Counsel for the Board and the Association may be present for the purpose of procedural advice.

D. Exclusions

The procedures set forth in this Article do not apply to extended service contracts and supplemental contracts.

ARTICLE XI – PROGRESSIVE DISCIPLINE

Employees may be disciplined only for just cause.

Employees shall be subject to disciplinary action under the following sequence:

1st Level: Verbal warning documented for personnel file.

2nd Level: Written reprimand, with copy to personnel file.

3d Level: Suspension without pay.

4th Level: Termination of employment pursuant to law.

Discipline may be initiated outside the above sequence based on the severity of the matter. A disciplinary meeting shall be held with the employee before the decision to impose discipline is made. A written notice of disciplinary meeting will be given at least three (3) days in advance. An employee may be relieved of duty with pay pending an investigation of possible misconduct and pending termination. Once the Board initiates termination or suspension, an employee may be relieved of duties without pay.

ARTICLE XII – SICK LEAVE

12.01 A. Teachers under regular teaching contracts shall earn one and one quarter (1 ¼) sick leave days for each completed month of service during their contract year. The sick leave day earned in a particular month shall be available for use in accordance with this Article on the first day of the month after it is earned. The Board of Education may advance sick leave days upon written request from a teacher, such days subsequently to be deducted from day earned through future teaching service.

B. Sick leave may be used only for absence due to the teacher's personal illness, injury, or pregnancy, or the illness of his/her spouse, minor child, or a person residing in the teacher's household. Use of sick leave is also permitted because of a death or serious illness in the teacher's immediate family (spouse, child, stepchild, brother, sister, mother, father, in laws, grandparents, aunts, uncles or any person who has assumed a similar position, regardless of residence). If a teacher reasonably expects to be absent for more than four (4) consecutive workdays using sick leave permitted under this Article s/he shall notify the Superintendent in writing before the absence. It is understood that unforeseen circumstances may make it impossible for the teacher to know if s/he will need to use more than three (3) days of sick leave at any one time. If the teacher does use more than three (3) days of sick leave, consecutively, a physician's excuse with an estimated return to work is required. If the teacher is off on sick leave more than three (3) days, the teacher is to contact the Treasurer's office for FMLA paperwork and request, at the office of the Superintendent, to be placed on the agenda for Board approval of FMLA leave.

Up to three (3) days of absence for death shall not count against the employee's attendance incentive.

12.02 At the first teachers' meeting of each year, each building Principal will explain the proper procedure to notify the administration of intended use of sick leave. Teachers should notify the designated administrator of his/her use of sick leave at least one hour before the beginning of the school day and earlier if possible.

12.03 A teacher may accumulate up to three hundred (300) sick leave days. Teachers who have accumulated sick leave days prior to the effective date of this Agreement may use such days in accordance with the terms of this Article.

12.04 Employees who transfer within one year from another Ohio public school district or agency shall be permitted to transfer the unused balance of their accumulated sick leave up to the maximum accumulation permitted under this Article. Such employees must provide an official statement from the last place of employment stating the number of unused days of sick leave.

12.05 In all cases, before planned leave or upon returning from sick leave, the teacher will complete the sick leave application through the District-approved leave process.

12.06 Full salary will be paid each teacher while using accumulated paid sick leave days permitted under this Article. The Board of Education will pay for any substitute teacher who may be employed.

12.07 A teacher's accumulated sick leave, FMLA leave, and leave of absence will not continue to accrue in the Paint Valley Local School District as of the effective date of the teacher's resignation, nonrenewal, or termination. Provided, however, that severance pay for retirement shall be paid in accordance with Article XXVII. Sick leave will not be used to extend personal leave. Sick leave will not accrue while on unpaid sick leave, FMLA, or leave of absence.

12.08 Notice of accumulated and unused sick leave, at the request of a departing teacher, shall be mailed to other school districts upon written requests to the Treasurer's office by the departing employee.

12.09 Sick leave used that extends any holiday period shall be accompanied by a physician's note if requested by the Superintendent. Sick leave that extends beyond three (3) consecutive days or after seven (7) intermittent days during one calendar month shall be accompanied by a physician's note if requested by the Superintendent. Such physician shall be the employee's treating physician.

12.10 A certified employee may elect one time per fiscal year to make application to the Treasurer to receive a payment of five (5) sick days, at the certified employee's daily rate, if the teacher's sick leave balance exceeds one hundred ninety (190) days. Each teacher who qualifies under this Article shall receive an amount determined by multiplying the daily rate of the teacher's pay at the time of application to the Treasurer. No teacher shall receive

more than one (1) payment per fiscal year. The teacher's sick leave balance will be reduced by the five (5) days paid out. Payment is made through the USPS payroll processing in the next available pay cycle. STRS receives no contributions on payments of sick leave. Sick leave payouts are considered supplemental payments and not salary (Tax Option 1 – annuities applied to regular wages). Supplemental payments are taxed at twenty-five percent (25%) for Federal and three and one-half percent (3.5%) for Ohio.

ARTICLE XIII – ASSAULT LEAVE

13.01 The Board of Education shall grant up to twenty days of paid leave to a member of the bargaining unit who is absent due to disability resulting from an assault (as defined in the Ohio Revised Code) which occurs in the course of his or her Board employment. Such employee shall provide a physician's statement as to the nature of the disability and the need for the leave. Further, such employee shall file a police report. If charges are filed against the person who assaulted him/her, the employee will cooperate with law enforcement's investigation of the matter.

ARTICLE XIV – ASSOCIATION LEAVE

14.01 A maximum of five (5) total Board-paid scheduled workdays per school year shall be granted to the Association. Up to an additional five (5) scheduled workdays per school year may be granted to the Association, provided the Association reimburses the Board of Education for the full cost of the substitutes used in the Association member(s) absence. Payment to the Board shall be made by check, issued within one (1) month of the use of such leave.

14.02 Written Application for Association leave shall be submitted to the Superintendent at least one (1) week in advance of the day for which release time is requested. Such written Application shall include the name(s) of the Association Representative(s), date(s) leave is requested, and the place and function for which leave is requested. No more than five (5) members shall be on Association Leave on the same day. The Superintendent may waive this requirement in an emergency.

14.03 Teachers on Association leave shall be paid at full salary. The Board will compensate any substitute who may replace that teacher in the regular performance of that teacher's duties.

14.04 Additional days of Association Leave may be granted at the sole discretion of the Superintendent.

ARTICLE XV – FAMILY MEDICAL LEAVE

15.01 Family Medical Leave

The Board shall comply with its legal obligations under the Family Medical Leave Act. Sick leave will not accrue during the duration of the FMLA leave.

ARTICLE XVI – PROFESSIONAL MEETINGS

16.01 A teacher may apply on forms approved by the Board for professional leave. Professional leave shall be granted only for workshops, in service, seminars and coaching clinics, directly related to the teacher's educational or extracurricular duties. The Superintendent shall determine whether a specific leave request falls within these parameters. All such requests are subject to the availability of sufficient funds as determined by the Superintendent when supporting documentation is presented in advance, in accordance with the District purchasing policy.

16.02 Teachers who are granted professional leave shall receive their regular pay and may be reimbursed for their expenses, with prior approval and supporting documentation submitted to the Superintendent, up to the following limits:

	Lodging per day (maximum – 3 nights)	$150.00 per room, single or double occupancy (Room should be shared if possible/appropriate)
b)	Registration	$250.00
c)	Meals	$35.00 per day (maximum 3 days) No alcoholic beverages, taxes, or gratuities will be reimbursed by the Board.
d)	Mileage	IRS rate

In order to be reimbursed, a teacher must create a requisition with intended expenses prior to attending the professional meeting. The teacher will then present receipts and mileage statement (with odometer readings from the school to the meeting and back to the school) on District approved expenditure reports, to his/her supervisor, the Superintendent and Treasurer. Teachers must substantiate all expenditures with receipts. Itemized receipts for each meal must be included. Unsubstantiated expenses become the responsibility of the employee. Expenses not listed on the requisition also become the responsibility of the employee.

Receipts must be verified by the treasurer's office and reimbursement granted if in compliance with above requirements. Each teacher may be eligible for two days of non accumulated professional leave per school year. Additional days may be granted at the discretion of the administration however, preference for additional days may be given to individuals not having previously attended meetings when duplicate applications are received or when funding limits the number of days available. Reasons for such leave shall be: classroom visitation and/or attendance at professional meetings, related to the teacher's area of responsibility.

16.03 All professional leave must receive prior approval from the Superintendent.

16.04 Any limits or requirements imposed by this article may be waived by the Superintendent and the Board on an emergency basis.

ARTICLE XVII – PERSONAL/EMERGENCY LEAVE

17.01 All teachers shall be granted four (4) days of personal/emergency leave with pay per year. These days cannot be accumulated. Teachers may use leave in half day segments. Request for personal leave shall be made seventy-two (72) hours in advance to the building principal. Emergency leave, which shall be determined at the discretion of the building principal and/or the superintendent, shall be submitted as soon as possible.

17.02 Personal leave may be used for any reason that need not be disclosed, but shall not be used on the day preceding or following a school holiday, vacation, any school calendar non-scheduled day of work falling on a Monday or Friday or during the first or the last ten working days of the school calendar except for leave as specified in Article 16.03. No more than four (4) teachers K-5, two (2) teachers 6-8 and two (2) teachers 9-12 shall be on personal leave at one time. Any board adopted calendar change will not invalidate personal leave approved prior to calendar change.

17.03 The use of approved emergency leave, with reasons, as determined by the Superintendent, shall not be under the limitations of 17.02. Approved emergency leave shall be defined as an unforeseen combination of circumstances that calls for immediate action that cannot be handled other than during the specified school hours.

17.04 If an individual is approved for and uses more than the allotted four (4) days of paid personal/emergency leave in any year, that leave shall be unpaid. Any unused personal leave will be automatically rolled over into sick leave by August 30th.

ARTICLE XVIII – LUNCH PERIOD

18.01 Each teacher shall be scheduled for a thirty minute uninterrupted duty free lunch period. A full time regular classroom teacher that is not so scheduled, because of emergencies, impossibility or other factors, shall have his or her workday reduced pro rata. Such lunch periods shall not be cause for lengthening the school day. This section will not apply in emergency situations in which safety services have responded.

ARTICLE XIX – LENGTH OF SCHOOL DAY

19.01 The onsite workday for full time teachers shall be seven and one half (7.5) hours per day. Teaching staff is not required to report on calamity days.

19.02 There shall be a two (2) hour early dismissal on days before holiday recesses or summer vacation.

19.03 All teachers must attend the high school graduation exercises in May or work a full day the final teacher work day that is designated on the official school calendar each year. Teachers will be asked to sign in for verification in the high school office and will then walk in together as staff. Should a teacher not attend graduation and then not work the final teacher work day, he/she will have a day deducted from his/her pay.

ARTICLE XX – PLANNING AND PREPARATION TIME

20.01 The term "planning and preparation time" as used in this Article means all non-instructional time during the regular teacher workday, excluding any lunch period pursuant to Article XVIII and recess time, where applicable. The purpose of such planning and preparation time is instructional planning, evaluation and conferences. No teacher in grades 6-12 will be required to assume more than five different subject preparations per semester.

20.02 Each full time certified teacher, grades 6-12, shall be given a minimum of forty-five (45) minutes per day or two-hundred twenty-five (225) minutes per week planning and preparation time.

Each fulltime certified teacher, K-5, shall be given a minimum of two-hundred twenty-five (225) minutes per week planning and preparation time.

ARTICLE XXI – PERSONNEL FILE

21.01 The Board shall maintain one official personnel file for each teacher. The contents of said file shall include those documents required by the State Department of Education. Except where disclosure is otherwise required by law, access to a teacher's file shall be limited to the bargaining unit member and his/her licensed administrators.

21.02 Anonymous letters or materials shall not be placed in teacher's files, nor shall they be made a matter of record. Each teacher shall have the right to inspect the contents of his or her personnel file upon reasonable notice to the administrator. This is to be done in the office of the Superintendent. A teacher shall be entitled to copy at his/her expense any material in his/her file. A person of the teacher's choice, who may be an Association representative, may accompany the said member in such a review.

21.03 If any teacher disputes the accuracy, timeliness, relevance or completeness of documents in his/her file, he or she may request in writing, in accordance with Ohio Revised Code Section 1347.09, that the Superintendent investigate the current status of the information. The Superintendent will make a reasonable investigation to determine the accuracy, timeliness, relevance and completeness of the file, and will notify the teacher of the results of the investigation and any plans it has to take action with respect to the disputed information. The teacher may submit a statement to be attached to the disputed documents.

21.04 COMPLAINT PROCEDURE

A. The Superintendent or building principal may commence an investigation as to the authenticity of any information related to a complaint from a member of the general public. No such complaint will be placed in any personnel file of a certified member until the following three (3) steps have been completed:

1. A conference was held including the complainant, the certified staff member, and the principal of the certified staff member. This provision shall not apply in the event of allegations of abuse or harassment, however, the bargaining unit member will be notified of the name of the complainant and the nature of the allegations.

2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal and initialed by the certified staff member. Such initialing shall not be construed as agreeing with the document, but only that the certified staff member received a copy of the document.

3. In the event a record of the conference held between the complainant, staff member and building principal is filed in the staff member's personnel file, the certified staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within twenty (20) working days from the date notice is given to the staff member.

B. Complaints will be advanced through the Superintendent or building principal with attempts of resolution at the lowest possible level. No complaint regarding a teacher will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, then the following procedure shall be implemented:

1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.

2. Notice of the Board consideration of the complaint will be given to the teacher involved by means of registered mail at least five (5) working days prior to the board meeting. Notice will be mailed to the last registered address of the teacher filed with the Board.

3. The complaint shall be heard by the Board in executive session. The teacher will be allowed to attend the executive session and will be allowed to have two (2) representatives accompany him/her to the meeting.

4. The teacher may invite witnesses to the meeting, to provide information relative to the complaint. Such witnesses will be excused from the meeting once their testimony has been given.

5. The Board may excuse all interested parties from the executive session for private consideration of the matter.

6. Resolution by Board action will become a part of the teacher's file, and the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within twenty (20) working days of the teacher's receipt of the Board action.

7. This procedure shall not apply in the event of allegations of abuse or harassment, however, the bargaining unit member will be notified of the name of the complainant and the nature of the allegations.

C. A certified staff member is entitled to representation at all levels of this procedure.

ARTICLE XXII – CLASSROOM BUDGET; INSTRUCTIONAL MATERIALS

22.01 Teacher may request to purchase instructional materials with the advance approval of their principal, by submission of a requisition and receipt of approved purchase order, in accordance with Board policy. Requisitions must be completed prior to ordering materials. The invoice must be dated after the purchase order date.

22.02 A Faculty Workroom, for faculty only and in which students are not allowed, will be provided in each school building. The following equipment and supplies will be available at each building and will be maintained and kept in good repair and shall be for the use of staff or authorized volunteers doing classroom school work:

1) Phone
2) Bulletin Board
3) Tables
4) Chairs
5) Pop Machine
6) Sink
7) Refrigerator
8) Laminator
9) Copier/Printer
10) Chromebook
11) Chromebook Charger
12) Microwave

22.03 Each bargaining unit member will be provided with a key fob and/or keys that will enable him/her to enter his/her building(s), classroom(s), and lounge.

ARTICLE XXIII – SUBSTITUTION BY TEACHERS

23.01 The Board of Education recognizes that upon occasion a teacher may be required to waive his/her planning and preparation periods to assume the responsibility of teaching or supervising students of another staff member in lieu of a substitute teacher or monitor. A teacher may also be required to take charge of a group of students in addition to his/her regular assignment in lieu of a substitute teacher or monitor.

23.02 Such service shall be required by the principal after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability.

23.03 Payment for such required service shall be made to the teacher at the computed hourly rate of substitute teachers for the hours actually spent in the performance of substitution duties.

23.04 It shall be the responsibility of the teacher member to report such service for payment on the proper form to the Board of Education offices each pay period.

ARTICLE XXIV – ACADEMIC STIPEND

24.01 The Paint Valley Local Board of Education agrees to provide an academic stipend for any certified teacher at the rate of up to Three Hundred dollars ($300) per semester hour and up to One Hundred Fifty Dollars ($150) per quarter hour with the maximum payable amount being nine (9) semester hours or twelve (12) quarter hours per school year.

24.02 Courses must be approved in advance by the Superintendent.

24.03 Courses shall be in field of education.

24.04 Application for payment with a receipt of tuition payment and official transcript from the academic institution shall be made after successful completion of the course(s) to the treasurer in September of each year.

24.05 Payment will only be made if teacher is in the employment of the Paint Valley Local School District at the time of application is made for payment in September of the succeeding school year.

24.06 The Board will annually appropriate Thirty Thousand Dollars ($30,000).

24.07 The amount of $300 per semester hour and $150.00 per quarter hour will be paid each September upon receipt of completed application for payment, transcripts, and receipts for tuition payment, unless the Thirty Thousand Dollars ($30,000) is not sufficient to cover all the hours taken by the teachers. When this occurs, the total number of all hours will be converted to semester hours (up to 9) for all teachers and divided into the appropriate amount to obtain a new rate per hour. This rate will then be multiplied by the number of hours each teacher qualifies for and they will be reimbursed accordingly.

ARTICLE XXV – RETIREMENT PAY

25.01 A teacher may elect, at the time of acceptance for retirement by the State Teachers' Retirement System (STRS), to receive severance pay if the teacher's date of retirement is within ninety (90) days of the teacher's last day of service with the District.

25.02 Each teacher who qualifies under this Article shall receive an amount determined by multiplying the daily rate of the teacher's pay at time of retirement by thirty percent (30%) of accumulated sick leave, not to exceed sixty (60) days, thirty percent (30%) of 200 days. Payment under this provision shall eliminate all sick leave credit. No teacher shall receive more than one payment.

25.03 A teacher will be paid sick leave severance within sixty (60) days of last pay in contract for retirement.

ARTICLE XXVI – REGULAR TEACHING CONTRACTS: REGULAR SALARY SCHEDULE

26.01 Full time teachers shall receive an annual salary as indicated on the attached salary schedule. Teachers shall be placed on the salary schedule in accordance with the provisions of this Article. The annual salary shall represent compensation for the teacher's regular duties for a total of **178 workdays** in a school year. The teacher's "per diem" rate shall be the teacher's annual salary divided by **178 workdays**.

26.02 The salary schedule shall be based upon the training and experience of teachers. Full experience credit shall be given for teaching experience, in accordance with the Paint Valley Salary Schedule, only if the experience is in state supported public school systems or private and church sponsored schools that are certified by a State Department of Education. Credit for teaching experience abroad (overseas) will not be granted unless it is an extension of or sanctioned by a state department of education. Credit may be granted for other teacher experience. If the employee can show written evidence that such experience is equivalent to teaching experience for which credit is given in accordance with the salary schedule. One hundred fifty (150) semester hours shall be the minimum for five years training. It is the teacher's responsibility to maintain a record of experience and a complete transcript of credits in the local office. Teachers without previous experience under this section shall be placed on the first step of the appropriate column when they are employed by the Board of Education as a teacher full or part-time teacher. Teachers new to the District shall be placed on the scale at their appropriate step, based on their number of years of previous teaching experience in the State of Ohio.

26.03 Part-time teachers employed under a regular teaching contract shall be placed on the salary schedule in accordance with this Article, but shall receive a pro rate annual salary based upon the proportion of the number of hours for which they are scheduled to work a day as they relate to the number of hours a full-time regular teacher is scheduled to work daily.

26.04 In accordance with regulations and procedures established by the treasurer, teachers shall be paid in twenty-four (24) equal installments for each of their new contract years. The twenty-four (24) pays shall be in as equal amounts as possible, meaning that one direct

deposit may need to be rounded in order that the teacher's exact contract amount be paid over the twenty-four (24) pay periods. The District also follows the Auditor of State's recommendation to be full direct-deposit.

When payday falls on a bank-observed holiday or weekend, payday will be moved to one (1) day prior or the Friday prior to the weekend. (Upon request, the Treasurer will provide to the President of the Paint Valley Local Education Association a schedule of pay dates for each new school year.)

26.05 Each teacher employed under a regular teaching contract shall be issued annually, no later than July 1, a written contract or salary notice in accordance with the Ohio Revised Code. Each such contract shall include the following information:

1. Name of teacher
2. Name of the School District employing the teacher
3. Type of contract, position, school year and the number of years the contract is to be in effect.
4. Assignment in area of certificate
5. Annual compensation to paid for the first year of the contract
6. Number of actual contract days in each individual teacher's contract

26.06 Salary and Benefits Grid

Paint Valley Certified Staff
Salary Schedule

2025-2026 0% Increase Base Salary $40,675

YEARS OF EXPERIENCE	INDEX	BACHELORS	INDEX	150 SEM. HRS.	INDEX	MASTERS	INDEX	MASTERS 15
0	1	40,675	1.038	42,221	1.095	44,539	1.125	45,759
1	1.038	42,221	1.081	43,970	1.143	46,492	1.178	47,915
2	1.076	43,766	1.124	45,719	1.191	48,444	1.231	50,071
3	1.114	45,312	1.167	47,468	1.239	50,396	1.284	52,227
4	1.152	46,858	1.21	49,217	1.287	52,349	1.337	54,382
5	1.19	48,403	1.253	50,966	1.335	54,301	1.39	56,538
6	1.228	49,949	1.296	52,715	1.383	56,254	1.443	58,694
7	1.266	51,495	1.339	54,464	1.431	58,206	1.496	60,850
8	1.304	53,040	1.382	56,213	1.479	60,158	1.549	63,006
9	1.342	54,586	1.425	57,962	1.527	62,111	1.602	65,161
10	1.38	56,132	1.468	59,711	1.575	64,063	1.655	67,317
11	1.418	57,677	1.511	61,460	1.623	66,016	1.708	69,473
12	1.456	59,223	1.554	63,209	1.671	67,968	1.761	71,629
13	1.494	60,768	1.597	64,958	1.719	69,920	1.814	73,784
14	1.532	62,314	1.64	66,707	1.767	71,873	1.867	75,940
15	1.57	63,860	1.683	68,456	1.815	73,825	1.92	78,096
LONGEVITY								
20	1.608	65,405	1.726	70,205	1.863	75,778	1.973	80,252
25	1.646	66,951	1.769	71,954	1.911	77,730	2.026	82,408
30	1.684	68,497	1.812	73,703	1.959	79,682	2.079	84,563

Paint Valley Certified Staff
Salary Schedule

2026-2027 2% Increase Base Salary $41,489

YEARS OF EXPERIENCE	INDEX	BACHELORS	INDEX	150 SEM. HRS.	INDEX	MASTERS	INDEX	MASTERS 15
0	1	41,489	1.038	43,066	1.095	45,430	1.125	46,675
1	1.038	43,066	1.081	44,850	1.143	47,422	1.178	48,874
2	1.076	44,642	1.124	46,634	1.191	49,413	1.231	51,073
3	1.114	46,219	1.167	48,418	1.239	51,405	1.284	53,272
4	1.152	47,795	1.21	50,202	1.287	53,396	1.337	55,471
5	1.19	49,372	1.253	51,986	1.335	55,388	1.39	57,670
6	1.228	50,948	1.296	53,770	1.383	57,379	1.443	59,869
7	1.266	52,525	1.339	55,554	1.431	59,371	1.496	62,068
8	1.304	54,102	1.382	57,338	1.479	61,362	1.549	64,266
9	1.342	55,678	1.425	59,122	1.527	63,354	1.602	66,465
10	1.38	57,255	1.468	60,906	1.575	65,345	1.655	68,664
11	1.418	58,831	1.511	62,690	1.623	67,337	1.708	70,863
12	1.456	60,408	1.554	64,474	1.671	69,328	1.761	73,062
13	1.494	61,985	1.597	66,258	1.719	71,320	1.814	75,261
14	1.532	63,561	1.64	68,042	1.767	73,311	1.867	77,460
15	1.57	65,138	1.683	69,826	1.815	75,303	1.92	79,659
LONGEVITY								
20	1.608	66,714	1.726	71,610	1.863	77,294	1.973	81,858
25	1.646	68,291	1.769	73,394	1.911	79,285	2.026	84,057
30	1.684	69,867	1.812	75,178	1.959	81,277	2.079	86,256

Paint Valley Certified Staff
Salary Schedule

2027-2028 2% Increase Base Salary $42,319

YEARS OF EXPERIENCE	INDEX	BACHELORS	INDEX	150 SEM. HRS.	INDEX	MASTERS	INDEX	MASTERS 15
0	1	42,319	1.038	43,927	1.095	46,339	1.125	47,609
1	1.038	43,927	1.081	45,747	1.143	48,371	1.178	49,852
2	1.076	45,535	1.124	47,567	1.191	50,402	1.231	52,095
3	1.114	47,143	1.167	49,386	1.239	52,433	1.284	54,338
4	1.152	48,751	1.21	51,206	1.287	54,465	1.337	56,581
5	1.19	50,360	1.253	53,026	1.335	56,496	1.39	58,823
6	1.228	51,968	1.296	54,845	1.383	58,527	1.443	61,066
7	1.266	53,576	1.339	56,665	1.431	60,558	1.496	63,309
8	1.304	55,184	1.382	58,485	1.479	62,590	1.549	65,552
9	1.342	56,792	1.425	60,305	1.527	64,621	1.602	67,795
10	1.38	58,400	1.468	62,124	1.575	66,652	1.655	70,038
11	1.418	60,008	1.511	63,944	1.623	68,684	1.708	72,281
12	1.456	61,616	1.554	65,764	1.671	70,715	1.761	74,524
13	1.494	63,225	1.597	67,583	1.719	72,746	1.814	76,767
14	1.532	64,833	1.64	69,403	1.767	74,778	1.867	79,010
15	1.57	66,441	1.683	71,223	1.815	76,809	1.92	81,252
LONGEVITY								
20	1.608	68,049	1.726	73,043	1.863	78,840	1.973	83,495
25	1.646	69,657	1.769	74,862	1.911	80,872	2.026	85,738
30	1.684	71,265	1.812	76,682	1.959	82,903	2.079	87,981

ARTICLE XXVII – SUPPLEMENTAL CONTRACTS

27.01 Teachers who are employed and are to be compensated by the Board of education for approved supplemental duties beyond regular duties, shall be employed on a "Supplemental Contract." A Supplemental Contract shall be valid for no more than one school year, and shall be subject to all provisions of the Ohio Revised Code Section 3319.11, and shall not be subject to Article X, Section 10.02 of this Agreement. Such supplemental contract will be issued to the teacher and shall include the following information:

1. Name of said teacher.

2. Name of the school district and Board of Education for which responsibilities shall be performed.

3. Statement of supplemental position and compensation to be provided.

4. Date within which compensation is being provided for said responsibility.

5. Provision for signature and date of signing by the teacher and statement that teacher must sign and return within ten days of receipt.

27.02 Teachers shall be compensated for supplemental duties for which they are employed in accordance with the attached supplemental salary schedule in 30.04. The Board of Education need not fill any or all positions contained in the categories listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when and whether to fill the vacancy. The failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position in a category listed on the schedule is filled, the compensation for it shall be in accordance with the supplemental salary schedule. If the Board of Education creates a new supplemental position and the Superintendent determines to fill any such position, the Association shall receive written notice of such intention and shall have an opportunity to negotiate a salary for that supplemental position within the categories on the Supplemental Schedule. If the Association does not timely request bargaining about such a salary, or if the parties have bargained about such a salary, or if the parties have bargained to impasse concerning the salary, the Board of Education may implement the supplemental salary it deems appropriate for that position. If the Board implements a supplemental salary after the parties have bargained to impasse, the Association may present, at the next following round of negotiations for a new contract, the issue whether the salary thus implemented by the Board was appropriate. If the parties agree that the salary implemented was inappropriate, the person(s) who held the position(s) may be paid retroactively at the agreed-to category applied to the base salary in effect during the time the supplemental salary was in dispute and at the rate then in effect.

27.03 A. Only years of experience in a specific sport or activity will be counted to determine placement on the Supplemental Salary Schedule. Volunteer years will only be

counted for bargaining unit members with proof of years and service rendered at Paint Valley if approved in advance of the volunteer service by the Board.

B. The salary will be paid and used only when needed or when someone is hired to fill the position.

C. Payment under a supplemental contract will be made in full on the first regular pay period of the month following the completion of the activity, provided that all closing responsibilities have been fulfilled and certification by the Principal has been made to the Treasurer. Closing responsibilities shall include all forms as required by the Superintendent, Principal, Athletic Director and Treasurer. Pay shall be withheld until requirements are completed.

D. Senior Class Advisor includes guiding and directing for graduation activities.

E. Junior Class Advisor includes guiding and directing for fund raising and prom activities.

F. Coaching supplemental salary will be based on years of experience according to specific coaching level in a specific sport.

G. Supplemental activity salary will be based on years of experience in a specific activity.

H. All supplemental contracts shall expire on their expiration date of June 30 unless the Board, upon recommendation of the Superintendent, takes action to offer the teacher a renewal of each supplemental contract by May 31 of each year.

27.04 (1) Supplemental Salary Schedules

2025-2026 Supplemental Salary Schedule – Base Salary $40,675

Category	Year -0	1	2	3	4	5	6	7	8	9	10
I.	0.13	0.1325	0.135	0.1375	0.14	0.1425	0.145	0.1475	0.15	0.1525	0.155
	5,287.75	5,389.44	5,491.13	5,592.81	5,694.50	5,796.19	5,897.88	5,999.56	6,101.25	6,202.94	6,304.63
II.	0.065	0.0675	0.07	0.0725	0.075	0.0775	0.08	0.0825	0.085	0.0875	0.09
	2,643.88	2,745.56	2,847.25	2,948.94	3,050.63	3,152.31	3,254.00	3,355.69	3,457.38	3,559.06	3,660.75
III.	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065	0.0675	0.07	0.0725	0.075
	2,033.75	2,135.44	2,237.13	2,338.81	2,440.50	2,542.19	2,643.88	2,745.56	2,847.25	2,948.94	3,050.63
IV.	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065	0.0675	0.07
	1,830.38	1,932.06	2,033.75	2,135.44	2,237.13	2,338.81	2,440.50	2,542.19	2,643.88	2,745.56	2,847.25
V.	0.04	0.0425	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065
	1,627.00	1,728.69	1,830.38	1,932.06	2,033.75	2,135.44	2,237.13	2,338.81	2,440.50	2,542.19	2,643.88
VI.	0.035	0.0375	0.04	0.0425	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06
	1,423.63	1,525.31	1,627.00	1,728.69	1,830.38	1,932.06	2,033.75	2,135.44	2,237.13	2,338.81	2,440.50
VII.	0.0175	0.0195	0.0215	0.0235	0.0255	0.0275	0.0295	0.0315	0.0335	0.0355	0.0375
	711.81	793.16	874.51	955.86	1,037.21	1,118.56	1,199.91	1,281.26	1,362.61	1,443.96	1,525.31
VIII.	0.015	0.016	0.017	0.018	0.019	0.02	0.021	0.022	0.023	0.024	0.025
	610.13	650.80	691.48	732.15	772.83	813.50	854.18	894.85	935.53	976.20	1,016.88

2026-2027 Supplemental Salary Schedule – Base Salary $41,489

Category	Year - 0	1	2	3	4	5	6	7	8	9	10
I.	0.13	0.1325	0.135	0.1375	0.14	0.1425	0.145	0.1475	0.15	0.1525	0.155
	5,393.57	5,497.29	5,601.02	5,704.74	5,808.46	5,912.18	6,015.91	6,119.63	6,223.35	6,327.07	6,430.80
II.	0.065	0.0675	0.07	0.0725	0.075	0.0775	0.08	0.0825	0.085	0.0875	0.09
	2,696.79	2,800.51	2,904.23	3,007.95	3,111.68	3,215.40	3,319.12	3,422.84	3,526.57	3,630.29	3,734.01
III.	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065	0.0675	0.07	0.0725	0.075
	2,074.45	2,178.17	2,281.90	2,385.62	2,489.34	2,593.06	2,696.79	2,800.51	2,904.23	3,007.95	3,111.68
IV.	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065	0.0675	0.07
	1,867.01	1,970.73	2,074.45	2,178.17	2,281.90	2,385.62	2,489.34	2,593.06	2,696.79	2,800.51	2,904.23
V.	0.04	0.0425	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065
	1,659.56	1,763.28	1,867.01	1,970.73	2,074.45	2,178.17	2,281.90	2,385.62	2,489.34	2,593.06	2,696.79
VI.	0.035	0.0375	0.04	0.0425	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06
	1,452.12	1,555.84	1,659.56	1,763.28	1,867.01	1,970.73	2,074.45	2,178.17	2,281.90	2,385.62	2,489.34
VII.	0.0175	0.0195	0.0215	0.0235	0.0255	0.0275	0.0295	0.0315	0.0335	0.0355	0.0375
	726.06	809.04	892.01	974.99	1,057.97	1,140.95	1,223.93	1,306.90	1,389.88	1,472.86	1,555.84
VIII.	0.015	0.016	0.017	0.018	0.019	0.02	0.021	0.022	0.023	0.024	0.025
	622.34	663.82	705.31	746.80	788.29	829.78	871.27	912.76	954.25	995.74	1,037.23

2027-2028 Supplemental Salary Schedule – Base Salary $42,319

Category	Year - 0	1	2	3	4	5	6	7	8	9	10
I.	0.13	0.1325	0.135	0.1375	0.14	0.1425	0.145	0.1475	0.15	0.1525	0.155
	5,501.47	5,607.27	5,713.07	5,818.86	5,924.66	6,030.46	6,136.26	6,242.05	6,347.85	6,453.65	6,559.45
II.	0.065	0.0675	0.07	0.0725	0.075	0.0775	0.08	0.0825	0.085	0.0875	0.09
	2,750.74	2,856.53	2,962.33	3,068.13	3,173.93	3,279.72	3,385.52	3,491.32	3,597.12	3,702.91	3,808.71
III.	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065	0.0675	0.07	0.0725	0.075
	2,115.95	2,221.75	2,327.55	2,433.34	2,539.14	2,644.94	2,750.74	2,856.53	2,962.33	3,068.13	3,173.93
IV.	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065	0.0675	0.07
	1,904.36	2,010.15	2,115.95	2,221.75	2,327.55	2,433.34	2,539.14	2,644.94	2,750.74	2,856.53	2,962.33
V.	0.04	0.0425	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06	0.0625	0.065
	1,692.76	1,798.56	1,904.36	2,010.15	2,115.95	2,221.75	2,327.55	2,433.34	2,539.14	2,644.94	2,750.74
VI.	0.035	0.0375	0.04	0.0425	0.045	0.0475	0.05	0.0525	0.055	0.0575	0.06
	1,481.17	1,586.96	1,692.76	1,798.56	1,904.36	2,010.15	2,115.95	2,221.75	2,327.55	2,433.34	2,539.14
VII.	0.0175	0.0195	0.0215	0.0235	0.0255	0.0275	0.0295	0.0315	0.0335	0.0355	0.0375
	740.58	825.22	909.86	994.50	1,079.13	1,163.77	1,248.41	1,333.05	1,417.69	1,502.32	1,586.96
VIII.	0.015	0.016	0.017	0.018	0.019	0.02	0.021	0.022	0.023	0.024	0.025
	634.79	677.10	719.42	761.74	804.06	846.38	888.70	931.02	973.34	1,015.66	1,057.98

27.05 The following are the Supplemental Positions:

I. Varsity Basketball and Football Coaches

II.
- Reserve Basketball Coach
- Defensive Coordinator Varsity Football
- Offensive Coordinator Varsity Football
- Marching Band Director
- Senior High Yearbook Advisor
- Varsity Wrestling Coach
- Varsity Volleyball Coach
- Varsity Baseball Coach
- Varsity Track Coach
- Varsity Softball Coach
- Varsity Cheerleading Coach
- High School Cross Country Coach

III.
- Reserve Softball Coach
- Reserve Baseball Coach
- Reserve Volleyball Coach

IV.
- Senior Class Advisor
- Head Jr. High Football Coach
- Reserve Cheerleading Coach
- Jr. High (8th grade) Volleyball Coach
- Junior Class Advisor (Prom)
- Jr. High (8th grade) Basketball Coach
- Varsity Golf Coach

V.
- Senior High Student Council Advisor
- Theatre Director
- Jr. High Track Coach
- Jr. High Cross Country Coach
- Jr. High Cheerleading Coach
- Jr. High Wrestling Coach
- Jr. High Asst. Football Coach
- Jr. High (7th grade) Basketball Coach
- Jr. High (7th grade) Volleyball Coach

VI.
- Honor Society Advisor
- Jr. High Quiz Bowl Coach
- High School Quiz Bowl Coach

VII.
- Junior Prom Assistant
- Elementary Science Fair Advisor
- Jr. High Student Council Advisor
- Language Club Advisor
- High School Chorus
- High School Science Fair Advisor
- Middle School Science Fair Advisor
- Art Club Advisor
- Pep Band Director
- Jazz Band
- Computer Science Club Advisor
- Outdoor Education Coordinator
- High School Science Club Advisor
- Middle School Science Club Advisor

OTHER

Assistants to Varsity Coaches/Directors: $1,000 Flat Rate

Football (1), Basketball Boys (1), Basketball Girls (1), Volleyball (1), Baseball (1), Softball (1), Wrestling (1), Marching Band (1), Track Boys (1), Track Girls (1), Cross Country (1)

Ross County Fair: $100 Flat Rate

After-School Detention: $25 per hour

27.06 College Credit Plus

Any teacher who qualifies (by holding a master's degree in his/her subject area) to teach dual enrollment, which is known as College Credit Plus, who administers a semester-long course wherein student earn college credit for said course, will receive payment of Five Hundred Dollars ($500) per semester. The first semester will be paid on the second pay of January and the second semester will be paid on the second pay of May.

ARTICLE XXVIII – BOARD PICK-UP OF EMPLOYEE CONTRIBUTIONS TO STRS

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

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a staff member's gross income said staff member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

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

D. If the foregoing provisions are in conflict with subsequent federal, state or other governing laws, regulations or rulings, the Board will be held harmless and this Article will be null and void.

ARTICLE XXIX – INSURANCE

29.01 The Paint Valley Board of Education will pay 82% of the cost of individual and family hospitalization coverage and prescription drug program for all covered employees with the SHP-2 and SHP-3 plans.

29.02 The Paint Valley Board of Education will pay 80% of the cost of individual and family hospitalization coverage and prescription drug program for all covered employees with the SHP-1 (PPO) plan.

29.03 The Paint Valley Board of Education will pay 100% of the cost of a dental insurance program during the term of this agreement.

29.04 The Paint Valley Board of Education will pay 100% of the cost of a vision plan during the term of this agreement.

29.05 The Paint Valley Board of Education shall provide Board paid Group Term Life and Accidental Death Dismemberment Insurance in the amount of $25,000.

29.06 The Board shall provide to the extent available under the Internal Revenue Code and Regulations a Section 125 for the payment of bargaining unit member's insurance premium contributions on a pre-tax basis.

29.07 Insurance Plans:

PLANS OFFERED	SHP-1 (PPO)	SHP-2 (HDHP)	SHP-3 (HDHP-MVP)

29.07 The Board will contribute towards the employees HSA the following amounts:

2022-2025

Single	$1,300
Family	$2,800

HSA contributions will be paid twice a year in June and December.

Single = June- $650 December - $650

Family = June - $1,400 December - $1,400

HSA contributions will be pro-rated.

29.08 The employee will have the opportunity to put pre-tax contributions in their HSA. This will be done by way of payroll deduction.

29.09 The Board will establish an insurance buyout plan for employees. Employees may elect to receive a $4,000 payment each year in lieu of hospitalization and drug coverage provided by the Board. If an employee loses other hospitalization and drug coverage due to a spouse's loss of employment, insurance coverage, disability or death, the employee will be permitted to obtain single or family hospitalization and drug coverage through the Board immediately without penalty. The option to take the buyout must be initiated during the insurance open-enrollment period and payment of $4,000 will be made the first pay of December of the following year.

29.10 The effective date of insurance coverage shall be the first workday as per contract year/school calendar or first workday following date of hire if employee's initial contract for the position is for less than the full number of days in the contract year/school year.

ARTICLE XXX – NO STRIKES; ZIPPER CLAUSE; WAIVER OF NEGOTIATIONS; CONFLICT WITH LAW

30.01 The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line or strike activity by other employees or by non-employees of the Board, during the term of extended term of this Agreement, or during the pendency of the settlement procedures set forth in Section 2.03 of this Agreement.

30.02 This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

30.03 If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with Ohio or Federal Law, regulation ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE XXXI – COURT LEAVE/JURY DUTY

31.01 Court leave shall be granted to any teacher who is required to be absent from his/her teaching assignment as a result of employment related duties requiring the teacher's

attendance at law enforcement agencies and/or in a court of law. However, no leave shall be granted in a civil action arising out of Board employment if a teacher or the Association is an adverse party or witness to the Board or any administrator. Leave shall also be granted for jury duty without limitation. Court Leave/Jury Duty Leave shall not be deducted from a teacher's sick leave or personal leave accumulations.

31.02 Each teacher shall file with the Board Treasurer a certificate of Jury Service as well as compensation received. Failure to file a certificate of Jury Service, as well as submission of compensation received, to be receipted by the Treasurer in lieu of for daily rate, will result in the teacher's pay being docked his/her daily rate for each day absent.

31.03 Certificate of Jury Service and compensation need not be filed until tour of Jury Service is completed. It is the responsibility of the teacher to notify the building principal of a call to jury duty so that substitutes are arranged for his/her classroom.

ARTICLE XXXII – REDUCTION IN FORCE

32.01 A. If the Paint Valley Local Board of Education determines it necessary to reduce the number of bargaining unit positions for any of the reasons provided under O.R.C. 3319.17 or for decrease in funds, the following procedure shall apply:

B. All teachers with expiring contracts whose contracts are to be suspended due to reason listed in Section A above, shall, prior to suspension, be issued contracts of a type and length they would be issued if the suspension were not to occur. Nothing contained in Section B herein shall be construed to limit the Board's authority to grant lengths of contracts pursuant to Article IX. However, no suspended teacher's contract shall be non-renewed prior to completion of 24 months on the recall list.

C. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

1. All members of the bargaining unit will be placed on a seniority list for each field for which they are properly certified. Time spent as a substitute or tutoring shall not contribute to seniority. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

2. The seniority list shall be given to the membership each year in by September 1. No later than September 15th each member will review their placement on the list and notify the Superintendent of any discrepancies. After September 15th, no changes due to discrepancies will be made until the following September.

3. After September 15th, teachers must notify the District by January 15th of any additional certifications earned for them to be added to the list. No

other changes will be made and no grievances may be filed on order of seniority prior to September 1st of the following year.

4. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in the Paint Valley Local School District.

   a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

   b. If two or more staff members have the same length of continuous service, seniority will be determined by:

      - The date of the Board meeting at which the teacher was hired, and then;

      - Any remaining items will be broken by lot, with affected teachers in attendance.

5. Recommendations for reductions shall be made without preference for seniority except between teachers with comparable evaluations. Reductions will be made by selecting the teacher with the lowest evaluated performance first and so on until the reduction number is reached.

D. The names of teachers whose contracts are suspended in a reduction in force shall be placed on a recall list for 24 months from the date of reduction. There shall be no time limit on the length of time a continuing contract teacher is placed on the recall list, but such teachers are subject to the same rights and responsibilities of recall as any other suspended teacher. Teachers on the recall list will have the following rights and responsibilities:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.

2. Teachers on the recall list will be recalled in reverse order of layoff so long as the results are that teachers with highest evaluations are recalled first.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the Superintendent's office within fifteen calendar days. Any teacher who fails to respond within fifteen calendar days, or who declines to accept the position will forfeit all recall rights.

4. A teacher on the recall list will, 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 he/she enjoyed at the time of layoff.

E. The Association and the Board both agree that these procedures apply only to the suspension of contracts under 3319.17 or for decrease in funds. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district. Nonrenewal of contracts shall take place only for documented job related deficiencies based on the formal evaluation procedure.

F. Group insurance programs provided to the members of the bargaining unit will be available to teachers so suspended upon payment by such teacher to the Treasurer of the Board of Education the total premium costs of such coverage. Said premiums must be received by the Treasurer one month in advance of the date on which the Treasurer makes payment to the insurance companies.

G. Teachers to be suspended who have limited contracts in effect at the time the suspension is to become effective shall be issued new contracts pursuant to Article IX, except for those teachers whose names are removed from the recall list pursuant to this Article. Nothing contained in Section G herein shall be construed to limit the Board's authority to grant lengths of contracts pursuant to Article IX. However, no suspended teacher's contract shall be non-renewed prior to completion of 24 months on the recall list.

H. Comparable evaluations shall be defined as follows:

1. Accomplished/Skilled
2. Developing
3. Ineffective

ARTICLE XXXIII – CALENDAR

33.01 Prior to the formulation of school calendar choices, the Superintendent, with input from the Association, shall annually in February present a proposed calendar(s) for the coming school year to the Board of Education and to the Association. The calendar shall make provision for the opening and closing of school, and the length of authorized vacation periods during the standard school year, Thanksgiving, Christmas, Easter and any other days during which school is not in session.

33.02 The calendar shall also make provisions for a two (2) hour early dismissal the last day in session before Thanksgiving recess, Christmas recess and Easter recess. There shall be at the end of every nine weeks grading period an early dismissal of two (2) hours for students. This time will be uninterrupted for the teacher to work on his/her classroom grades. Teachers shall remain until regular dismissal time.

Teachers' meetings shall be held on Parent/Teacher Conference days, in-service days, or through late arrivals or early dismissals to school at the discretion of individual building administrators. Staff meetings one per nine week grading period may be held at the discretion of the building administrator. (only one thirty-minute meeting per nine week grading period). This does not exclude meetings that need to be called at other times due to emergency circumstances.

33.03 The Association President shall receive proposed calendar(s) one (1) month prior to Board adoption.

33.04 Before final adoption of a school calendar, the calendar committee chair shall have the opportunity to address the Board of Education at the February meeting preceding the final adoption of the calendar to present the association's preference of proposed calendars.

33.05 Attendance at In-Service meetings (which occur after school) and after-school staff meetings will be required for all certified staff members with seven (7) days advanced notice, except in emergency situations, or if necessary to ensure immediate compliance with Ohio law or Ohio Department of Education rules or regulations. Staff members who have supplemental responsibilities after school shall cancel such activities or postpone them until a later time.

33.06 If it becomes necessary to amend the school calendar during the school year, the Association president will have the opportunity to address the Board of Education in order to present the Association's opinion of such amendment(s). The administration shall notify the Association of any proposed calendar change at the same time the Board is notified. Such notification shall occur prior to the Board meeting at which it is to be considered.

ARTICLE XXXIV – TEACHER PROTECTION

34.01 All teachers have the right to participate in professional and civic organizations for the teacher's personal benefit.

34.02 The private personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment as long as it does not interfere with his/her teaching duties and effectiveness as determined through evaluation in accordance with Article IV of this Agreement.

34.03 Teachers may wear insignia pins, or other identification of membership in the Association or other civic or professional organizations on school premises, but the Board also expects teachers to enforce a standard of personal conduct which shall be above reproach and which shall contribute to a high morale in the school and a wholesome school reputation.

34.04 Teachers will be guaranteed academic freedom within the requirements of state and federal law, Board established curriculum, courses of study, grading and other policies and regulations pertaining to the academic program as determined by the Board of Education and Superintendent. Teachers may select means and methods of instruction consistent with

such policies, provided that a teacher's means and methods of instruction are subject to evaluation and modification pursuant to Article IV.

34.05 Freedom of individual conscience and expression, consistent with the obligation to respect the rights of all other parties, state and federal laws and Board policies, shall be encouraged to promote the best possible learning climate for pupils. A balanced and fair presentation of all sides of issues shall be made in the classroom.

34.06 All Board policies are posted and kept current on the Paint Valley Local School District website. Copies of any changes in Board policies that directly affect teachers shall be sent by email to all staff members as soon as possible following adoption by the Board.

ARTICLE XXXV – CLASS SIZE

35.01 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that pupil-teacher ratio shall not exceed minimum standards set forth by the Ohio Department of Education.

35.02 The Board further agrees to work toward balancing individual class sizes. Specifically, this means no teacher should have a disproportionate number of students when compared to other teachers within the same department in the core subjects.

35.03 By April 10, proposed class lists will be developed for the following year by teachers in each grade level in the elementary grades. Students will be evenly distributed by student growth. The class lists will be reviewed and approved or modified by the principal by April 20. If modified and the teacher believes the modification creates an unfair or uneven distribution of students, the class list will be referred to the LMC by May 15th.

ARTICLE XXXVI – ATTENDANCE INCENTIVE PLAN

36.01

9-10 month employees using five (5) or fewer sick leave days annually, receive $500. This is to be paid via regular pay in June.

11-12 month employees using six (6) or fewer sick leave days annually, receive $625. This is to be paid via regular pay in June.

ARTICLE XXXVII – SICK LEAVE CONTRIBUTION

37.01 Each certified staff member may contribute five (5) days of sick leave per request to another certified employee when a need for such has been determined. This contribution is non-returnable. This contributed day of sick is not applicable to the attendance incentive plan.

37.02 A need for contribution is defined by the following:

1. For catastrophic illness or injury;

2. Donee has exhausted his/her total sick leave days;

3. Advancement of sick leave (five days) by the Board has also been exhausted;

4. For reason as listed in Section 12.01 (B) of this contract for the certified employee or family member as listed in Section 12.01 (B) of this contract will extend at least five days beyond the total sick leave and Board advancement of sick leave;

37.03 When the aforementioned criteria have been determined to exist, the Treasurer shall make notification to the employee of existing conditions. Additional days that may be needed would require prior Board approval before a request can be made to the Association.

37.04 Once Board approval is received, the employee may then request, in writing, a contribution of at least five (5), and no more than twenty (20), sick days, in total, from the teaching staff. The Treasurer shall then deduct those days (only when such days are spent) from the list of contributions beginning with the teacher with the most sick leave accumulated.

ARTICLE XXXVIII – NO TUITION FOR CHILDREN OF TEACHERS

38.01 Children of Paint Valley teachers in the district shall be permitted to enroll in the Paint Valley School District on a tuition-free basis, regardless of their residence, in accordance with ORC 3313.64 f. (8) and the 1987 Ohio Attorney General's opinion no. 41, effective as of November 18, 1991.

ARTICLE XXXIX – DRUG FREE SCHOOLS AND COMMUNITIES

39.01 The Board and the Association are committed to the national goal of a drug-free workplace. Staff members convicted of substance/chemical abuse violations shall be referred, by the board, to a community drug rehabilitation center.

ARTICLE XL – LABOR MANAGEMENT COMMITTEE

40.01 A Labor Management Committee ("LMC") shall be established for the 1996-97 school year and thereafter. The Superintendent and Association President shall each be members of the LMC and each shall appoint up to three (3) other members to serve on the LMC. The LMC shall meet at least two (2) times per school year, and shall meet on more occasion(s) if meeting(s) are called by a member of the LMC with at least two (2) weeks advanced written notice. Either the Superintendent or the Association President may propose and coordinate meeting dates and prepare agenda items.

40.02 The parties shall arrange training by FMCS for all new members of the LMC.

The Federal Mediation and Conciliation Service shall provide training for all LMC members prior to the first meeting. Within the first year of this agreement the parties shall arrange for and schedule LMC training by FMCS. The training shall be held on a Saturday if FMCS will so provide. If FMCS will not provide the training on a Saturday it shall be held during the regular workday and attendance shall be counted as professional leave for the teacher members.

ARTICLE XLI – TECHNOLOGY TRAINING

41.01 Expenses incurred for technology training as required by the Paint Valley Local Schools will be the responsibility of the Paint Valley Board of Education.

41.02 Teachers shall not be required to use or provide personal tech devices or equipment for school business.

ARTICLE XLII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

42.01 In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Paint Valley Local School District in accordance with the following provisions:

1. The purpose of the committee shall be to oversee, review, and approve professional development plans for course work, continuing education units, or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the District, and any other activity established by law for LPDCs.

2. The committee shall be composed of five members: three (3) teachers, one (1) principal, and one (1) other administrator. Terms shall be for two (2) years each, except that initial selection shall be staggered.

3. Teacher members shall be selected by the PVLEA.
4. Administrator members shall be selected by the Superintendent.

5. The LPDC shall meet on a regular basis, as needed, and shall adopt its own regulations for such meetings.

6. The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC.

7. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.

8. The Board shall provide the funds needed for the LPDC to function in an effective manner. Compensation and/or release time shall be provided to members of the LPDC to complete the necessary functions in compliance with the law. LPDC members shall receive $1,000 per year (chairperson $1200 per year). Any agreed upon release time for the functioning of the LPDC shall not count against any leave records for the teacher members.

ARTICLE XLIII – EMPLOYMENT OF RETIRED TEACHERS

43.01 A. Salary

Retired teachers employed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The rehired retired teacher will receive years of teaching service at **STEP 5** for initial placement on the teacher's salary schedule. This and the remaining sections shall remain in effect except in the event the Board of Education has exhausted all possibilities to fill a vacant position.

B. Retired teachers rehired by the Board will receive one (1) year contracts that will automatically expire without Board non-renewal action. Said teachers will be reemployed with one year contracts if he/she receives written notification by July 10.

C. Contract of Employment

The decision to hire or release a retired teacher shall be made by the Superintendent and be based upon the best interests of the academic program. No more than 5% of the certified staff being made up of rehired retired teachers. A retired teacher employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

D. Supplemental Contracts

Retired teachers who are employed by the Board shall be eligible for supplemental contracts but will have no seniority rights for said contracts.

E. Leaves of Absence

Retired teachers employed full time by the Board shall receive sick leave (including bonus) and personal leave in accordance with this Agreement. Retired teachers employed full time by the Board shall not be eligible for sabbatical leave. Retired teachers employed full time by the Board are eligible for benefits of professional

meetings, in-service meetings, association leave and family and medical leave as found in this Agreement. In no event shall leave extend beyond the retiree's employment contract term.

F. Reduction in Force/Seniority

Retired teachers employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers employed by the Board shall have no right to displace or bump or any right of recall in the event of a reduction in force.

G. Evaluation Procedures

The Board will not be required to evaluate said teachers.

H. Severance Pay

A retired teacher employed by the Board cannot receive severance pay from the District.

I. Sick Leave

Said teachers can accumulate sick leave but will begin his/her reemployment with the Board after retirement with zero (0) sick leave.

J. Sick Leave Contribution

A retired teacher employed by the Board cannot receive sick leave contributions as contained in this contract.

K. Insurance

The Board will provide insurance benefits to said teachers.

L. Academic Stipend

Retired teachers employed by the Board are not eligible for academic stipend.

M. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, the terms of this article prevail and will be applied to retired teachers employed by the Board.

ARTICLE XLIV – VOLUNTEERS

44.01 Bargaining Unit Members will not be required to have a volunteer(s). Volunteers will be approved by bargaining unit members who wish to have them.

ARTICLE XLV – SPECIAL EDUCATION

45.01 A. No bargaining unit member will be required to administer custodial care of special needs students on a continuing basis.

B. No bargaining unit member will be required to administer any medical procedures or medications.

ARTICLE XLVI – DURATION OF AGREEMENT

46.01 This agreement shall be effective July 1, 2025 and shall continue in full force and effect until June 30, 2028.

The Board and the Association agree to reopen this contract to discuss health insurance if a cheaper but equal policy is found. This request can be made only once each school year.

46.02 The Master Agreement shall be provided to each bargaining unit member in .pdf format as soon as possible following ratification of the Agreement. All bargaining unit members newly employed and/or returning from leaves, shall be provided a .pdf file of the Agreement, which shall be sent via e-mail to the employee. The Association President shall be given extra copies. The costs of printing shall be borne equally by the parties.

46.03 A complete set of Board of Education policies shall be placed in each Principal's office, teacher's lounge and each library in the school district. In addition, one (1) copy shall be loaned to the Paint Valley Local Education Association. The Board policies shall not be considered part of this Agreement.

THE PAINT VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

BY: _____
PRESIDENT

_____
SUPERINTENDENT

_____
TREASURER

4-21-26
DATE

THE PAINT VALLEY LOCAL EDUCATION ASSOCIATION

BY: _____
PRESIDENT

_____
NEGOTIATIONS TEAM MEMBER

_____
NEGOTIATIONS TEAM MEMBER

4-10-26
DATE

APENDIX A

PAINT VALLEY LOCAL
EDUCATION ASSOCIATION
FORMAL GRIEVANCE PRESENTATION

(To be completed by aggrieved person within thirty (30) days from the occurrence)

Aggrieved Person_____ Date of Formal Presentation_____

Home address of Aggrieved Person_____

School Assignment_____

Principal or Supervisor_____

Statement of Grievance:

Action Requested:

_____
Signature of Aggrieved

DECISION OF PRINCIPAL

(To be completed by Principal, or other appropriate administrator, within five (5) days from grievance presentation)

Aggrieved Person_____

Date of Formal Grievance Presentation_____

School _____

Principal_____

Decision of the Principal and Reason:

Date of Decision_____ _____
Signature of Principal

Aggrieved Person's Request: To be completed by aggrieved within five (5) days of decision.

☐ I accept the above decision of the Principal.

☐ I hereby refer the above decision for appeal to the Superintendent of schools.

Date of Response_____

Signature of Aggrieved_____

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent of schools within five (5) days after meeting with aggrieved. Meeting to be held within five (5) days after receipt of appeal)

Aggrieved Person_____ Date of Formal Grievance Presentation_____

Date Appeal Received By Superintendent_____ Date Meeting Held By Superintendent_____

Decision of Superintendent and Reasons:

Date of Decision_____

_____
Signature of Superintendent

Aggrieved Persons Response: To be completed by aggrieved within five (5) days of decision.

☐ I accept the above decision of the Superintendent of schools.

☐ I hereby appeal, to the Board of Education for a review of this grievance. (Submitted to Treasurer within five (5) days)

Date of Response_____

_____
Signature of Aggrieved

REVIEW BY BOARD OF EDUCATION

Aggrieved Person_____ Date of Formal Grievance Presentation_____

☐ The attached grievance is hereby appealed to the Board of Education for a review and hearing. Board hearing to be held within thirty (30) days after receipt of appeal.

Date of Referral To Board_____ _____

Signature of Aggrieved

To be completed by Board of Education Chairman within ten (10) days after Board hearing with aggrieved.

Date appeal received by Board of Education_____

Date hearing held by Board of Education _____

Decision of Board of Education and Reasons:

Date of Decision_____

_____

Signature of Board Chairman

Aggrieved Person's Response: To be completed by aggrieved within five (5) days of decision. (To the Superintendent)

☐ I accept the above decision of the Board of Education.

☐ I hereby request that the grievance be submitted to arbitration.

Date of Response_____ _____

Signature of Aggrieved

APPENDIX B

Coach Evaluation
Paint Valley Local Schools

Name_____

Sport and Season_____

Date_____

Rate the job performance with a scale of exemplary, adequate, needs improvement, and unsatisfactory.

Organization

- Preseason (paperwork, try-out, distribution of uniforms, and scheduling) _____
- Season (scheduling, paperwork and various forms needed throughout the year) _____
- Postseason (Uniform and equipment inventory, banquet requirements) _____
- Communication with AD, Principal, and Treasurer _____

Professionalism

- On time for practices and games _____
- Appropriate language _____
- Rapport with athletes and parents _____
- Dress _____
- Following the athletic handbook and school policy _____

Signature of Coach_____

Signature of Evaluator_____

APPENDIX C

MEMORANDUM OF UNDERSTANDING

Example:

Any faculty workroom not having a computer that is networked to a copier shall have a computer added to that faculty workroom by a donation of computers donated by the Ohio Education Association.

For the Association	For the Board
_____	_____
Date_____	Date_____

-A-

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