Tue, 07/29/2025 02:50:14 PM SERB

0887-01
25-MED-03-0322
45766

NEGOTIATED AGREEMENT

Between the

YELLOW SPRINGS EDUCATION ASSOCIATION

and

YELLOW SPRINGS EXEMPTED VILLAGE SCHOOLS

August 1, 2025 through July 31, 2028

TABLE OF CONTENTS

Page

ARTICLE I - RECOGNITION 1
ARTICLE II - NEGOTIATIONS PROCEDURE 2
2.01. Initiating Meetings 2
2.02. Scope of Negotiations 2
2.03. Negotiations Procedure Guidelines 2
2.04. Negotiating Meetings 2
2.05. Release of Information 2
2.06. Impasse 3
2.07. Ultimate Impasse and the Right to Strike 3
ARTICLE III - GRIEVANCE PROCEDURE 4
3.01. Grievance Defined 4
3.02. Time Limitations 4
3.03. Procedure for Filing Grievances 4
3.04. Powers of the Arbitrator 6
3.05. Miscellaneous 7
ARTICLE IV - MANAGEMENT RIGHTS 8
4.01. Board Rights 8
4.02. Association and Teacher Responsibilities 8
ARTICLE V - ASSOCIATION RIGHTS 9
5.01. General Rights 9
5.02. Association Dues and Maintenance of Membership 9
5.03. Right to Information 9
5.04. Notification and Agenda of Board Meetings 10
5.05. Association Related Meetings 10
5.06. Right to Use of Buildings 10
5.07. Communication with Members 10
5.08. Right to Use Bulletin Board 10
5.09. Right to Use School Equipment 10
5.10. Right of Administrative Appraisal Committee 10
5.11. Email 11
5.12. Committees 11
5.13 New Hire Orientation 11

5.14 Staff Meetings 11
5.15 Bargaining Unit Information 11
ARTICLE VI - COMPENSATION AND REIMBURSEMENT 12
6.01. Regular Salary Schedule 12
6.02. Regular Salary Schedule Placement 16
6.03. Supplemental Salary Schedules 16
6.04. Supplemental Salary Schedule Placement 20
6.05. Salaries for Tutors 21
6.06. Parent and Community Engagement 21
6.07. Summer School Salaries 21
6.08. Internal Substitution 21
6.09. Severance Pay 21
6.10. Mileage Reimbursement 22
6.11. Tuition Reimbursement 22
6.12. Pay Periods 24
6.13. Payroll Deductions 24
6.14. Direct Deposit 24
6.15. National Teacher Certification 24
6.16. YSEA Officer Stipend 24
ARTICLE VII - INSURANCE 26
7.01. Group Insurance Plans 26
7.02. Life Insurance 27
7.03. Workers' Compensation 28
7.04. Section 125 Benefits Plan 28
7.05. General Provisions 28
ARTICLE VIII - LEAVE PROVISIONS 30
8.01. Sick Leave 30
8.012. Extended Illness or Disability 31
8.013. Sick Leave Bank Guidelines 31
8.02. Bereavement Leave 32
8.03. Personal Leave 32
8.04. Professional Leave 33
8.05. Assault Leave 33
8.06. Jury Duty 34

8.07. Witness Duty 35
8.08. Unpaid Leaves of Absence 35
8.09. Parental Leave 35
8.10. Sabbatical Leave 35
8.11. Military Leave 37
8.12. Exchange Teaching 37
8.13. Teaching for the United States Government, Peace Corps, or Other Special Programs 37
8.14. Extended Personal Leave of Absence 37
8.15. Other Leaves 38
ARTICLE IX - INDIVIDUAL RIGHTS 39
9.01. Teaching Contracts 39
9.02. Non-Renewal of a Limited Contract 40
9.03. Employee Discipline 40
9.04. General Contract Provisions 42
9.05. Teacher Appraisals 42
9.06. Assignments, Transfers & Vacancies 53
9.07. Personnel File 56
9.08. Personnel Complaint Procedure 56
9.09. Privacy and Intellectual Freedom 57
9.10. Resident Educator Program 57
9.11. Teachers New to the District (non-resident educators) 59
9.12. Rehire of Retired Teacher 59
9.13. Children of District Teachers 60
ARTICLE X - WORK YEAR AND WORK DAY 61
10.01. Length of School Day 61
10.02. Conference and Preparation Periods 61
10.03. Duty-Free Lunch Period 61
10.04. Beginning of the Year Meetings 61
10.05. Final Student Day 62
10.06. WOEA Day 62
10.07. Part-Time Employees 62
10.08. Severe-Weather Cancellation of Classes 62
10.09. Length of School Year 62
10.10. Parent-Teacher Conferences 62

10.11. School Calendar 62
10.12. IEP Writing Day 63
ARTICLE XI - WORKING CONDITIONS 64
11.01. Class Size and Caseloads 64
11.02. Physical Facilities 64
11.03. Faculty Advisory Committee 65
11.04. Selection of Staff 65
11.05. Student Discipline 66
ARTICLE XII - NO STRIKE CLAUSE 67
ARTICLE XIII - REDUCTION IN FORCE 68
ARTICLE XIV - EFFECTS OF CONTRACT 71
14.01. Severability 71
14.02. Complete Agreement 71
14.03. Rights Under Law 71
14.04. Non-Discrimination 72
14.05. Availability of Contract 72
14.06. Board Policies and Procedures 72
14.07. Privacy in the Workplace 72
ARTICLE XV - DURATION OF CONTRACT 73
APPENDIX A – GRIEVANCE FORM 74
APPENDIX B – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) 76
APPENDIX C – SICK LEAVE BANK REQUEST FORM 79

ARTICLE I - RECOGNITION

1.01 The Yellow Springs Exempted Village Board of Education hereinafter referred to as the Board, recognizes the Yellow Springs Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for those certificated/licensed teaching personnel included in the unit for bargaining as set forth in the paragraph below. The term "teacher" when used hereinafter shall refer to all employees represented by the Association. The term "Board" when used hereinafter shall refer to the Board of Education of the Yellow Springs Exempted Village Schools.

1.02 The following teacher personnel who hold valid contracts with the Yellow Springs Schools comprise this bargaining unit: K-12 classroom teachers, guidance counselors, librarians, special education teachers, speech and hearing therapists, remedial reading teachers, tutors, school nurses, and other teaching positions established by the Board; but excluding per diem substitutes, intern teachers, supervisory and administrative personnel, and any other certified or non-certified personnel employed by the Board in a non-teaching position.

1.03 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing herein is intended to prohibit the right of free communication between the Board or its representatives and the personnel included in the bargaining unit.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01. Initiating Meetings

A. Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of said requests shall be filed with the State Employment Relations Board (SERB) by the initiating party.

B. The initial request calling for negotiations shall be made between January 1st and February 1st of the year that the current agreement expires. The first negotiation session shall be arranged by mutual agreement but shall take place within forty-two (42) calendar days of the initial request.

2.02. Scope of Negotiations

The scope of negotiations includes all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this contract.

2.03. Negotiations Procedure Guidelines

A. A pre-bargaining meeting involving lead representatives from the Board and the Association will meet to openly commit to do what is necessary to make this negotiating process work. It is in the best interest of both parties to utilize Interest Based Bargaining (IBB).

B. When all items have been tentatively agreed upon and initialed, such tentative agreement shall be submitted for ratification and adoption within ten (10) days. If ratified by the Association, the tentative agreement shall be submitted to the Board, at the next regularly scheduled Board meeting, for ratification and adoption.

2.04. Negotiating Meetings

The Association and the Board pledge that their representatives shall have the power and authority to make proposals, consider proposals, and make counterproposals. All negotiations shall be conducted exclusively between the officially designated representatives. The negotiating team for the Association and the Board will not exceed six (6) members each. Either side may bring additional consultants to the table at their discretion to address specific issues.

2.05. Release of Information

It is understood that the negotiating teams will maintain communication with their respective parties. It is further agreed that no information will be released to the public prior to reaching agreement or declaring impasse without the mutual consent of the parties.

2.06. Impasse

In the event that either party declares negotiations to be at an impasse, the parties mutually agree to call upon and meet with a representative of the Federal Mediation and Conciliation Services or if unavailable, another mutually agreed upon mediator/mediation service for the purpose of mediation. Any cost for the use of such mediation service shall be shared equally by the parties.

2.07. Ultimate Impasse and the Right to Strike

Upon the expiration of the contract, after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, the Association will have the right to strike upon the filing of the statutorily required ten (10) day notice and the Board shall have the right to declare "ultimate impasse" and implement its last offer.

ARTICLE III - GRIEVANCE PROCEDURE

3.01. Grievance Defined

A claim by a teacher, group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement**.**

There shall be one or more Association representatives for each school building who shall be recognized as official representatives of the Association in grievance procedures. The names of such representatives of the Association shall be furnished in writing to the Superintendent at the beginning of each school year. No such representative shall act on behalf of the Association until the Superintendent has been advised of his or her designation in writing by the Association. Any changes in such representatives shall be reported to the Superintendent in writing.

The Association shall maintain a Professional Rights and Responsibilities (PR&R) Committee for the purpose stipulated in Section 3.03 "Procedure for Filing Grievances" of this Article. In the event that a member of the PR&R Committee is a party in interest to any grievance, he or she shall disqualify herself or himself.

3.02. Time Limitations

The number of days indicated at each step of the Grievance Procedure are work days of the teacher(s) and should be considered as maximum, and every effort should be made to expedite the grievance process; however, the calendar days during winter and spring breaks shall not be counted in computing the time limits. Any time limit may be extended by mutual consent.

The failure of an aggrieved person or the Association to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his or her decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.

3.03. Procedure for Filing Grievances

Both parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and agree to use their best efforts to encourage the prompt settlement of such matters. Both parties encourage the resolution of complaints before they become formal grievances. It is understood that nothing in this procedure will limit the existing right of an individual member of the Association to communicate with any person having administrative authority for the purpose of informal resolution of a complaint.

Within ten (10) work days of the date a grievance occurs or a grievable act becomes known, the grievant(s) shall discuss the grievance with his or her immediate supervisor individually, or together with his or her Association Representative with the objective of resolving the matter

informally. Any settlement, withdrawal or disposition satisfactory to the grievant(s) of a complaint at this informal stage will be a final resolution of the particular complaint.

If the grievance is not resolved through the informal procedure above, the following procedure shall apply in the handling and processing of a formal grievance:

A. Step One

The grievant(s) and the Association shall within five (5) work days of the informal process submit to the Administrator a signed written "Statement of Grievance" contained in Appendix A. The "Statement of Grievance" shall name the grievant(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the grievant(s) and the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the grievant(s) involved.

The Administrator or his or her designee shall give the grievant(s) and the Association an answer in writing no later than five (5) work days after receipt of the written grievance.

B. Step Two

If the grievance is not resolved at Step One, the grievant(s) and/or the Association shall forward the grievance to the Superintendent within five (5) work days. Within ten (10) work days of receipt of the grievance, the Superintendent or his or her designee, who shall be an administrator shall meet with the grievant(s) and the Association. The Superintendent shall file his or her disposition with the grievant(s) and the Association within five (5) work days after such meeting.

C. Step Three – Grievance/Mediation

If the grievance is not resolved at Step Two, the grievance will be submitted by the Association within ten (10) days for mediation with a Federal Mediation and Conciliation Service (FMCS) mediator or if unavailable, another mutually agreed upon mediator/mediation/arbitration service can be selected.

1. The grievant(s) must submit the intent to go to mediation to the Superintendent within ten (10) work days of the Step Two disposition.

2. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one (1) copy of the written grievance, to be used solely for the purposes of analysis.

3. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

4. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

5. A mediator shall be selected through FMCS or if unavailable, another mutually agreed upon mediator/mediation/arbitration service.

6. Any agreement reached in the mediation shall be binding. The agreement and any settlement will be signed by all parties and shared with the Association.

D. Step Four

If the grievance is not resolved at Step Three, the grievance may be submitted for binding arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or the Association within ten (10) school days after Step Three concludes. The Association only, not the individual teacher, shall have the right to appeal a grievance to arbitration.

The arbitrator shall be selected by the American Arbitration Association or Federal Mediation and Conciliation Service (FMCS) by mutual agreement in accordance with its rules which shall likewise govern the arbitration hearing. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

3.04. Powers of the Arbitrator

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

B. The arbitrator shall have no power to establish or alter salary schedules.

C. The arbitrator's powers shall be limited to deciding whether the Board or the Association has violated the express articles or sections of this Agreement. It is understood that any matter not specifically set forth in Section 3.01 is not a matter for arbitration.

D. The arbitrator shall have the authority to rule on the arbitrability issue prior to hearing any evidence or issuing any ruling on the merits of the dispute in the event it is claimed by the Board that any matter filed as a grievance is not a grievance as defined in Section 3.01 or elsewhere limited in this Agreement.

E. The arbitrator shall decide the issues presented on the basis of reliable and substantial evidence in the record of the proceedings in the express terms of the grievance definition (3.01). The arbitrator shall be empowered to make a suitable award based upon the evidence and relief sought.

3.05. Miscellaneous

A. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.

B. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

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

D. The form "Statement of Grievance" found in Appendix A will be the form used in the grievance procedure.

E. Access shall be made available to records of all information used in the determination and processing of the grievance.

F. No grievance shall be filed for or by any teacher after the effective date of his or her resignation.

G. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.

H. If the Association and the Board mutually agree, two or more grievances on the same subject may be handled by the Board as one grievance.

I. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment.

J. Disposition of any grievance at Step One shall be without precedent to either the Board or the Association for any purposes whatsoever.

K. Nothing in the Agreement shall be construed to deny the individual, the Association, or its representative(s), the right to seek redress by law or any appropriate agency; provided, however, that if the grievant elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings under this Grievance Procedure.

L. The ability to grieve non-renewal of a limited contract shall be limited to the processes described in Article 9.02.

ARTICLE IV - MANAGEMENT RIGHTS

4.01. Board Rights

It is expressly agreed that the Board reserves unto itself, without limitation, all responsibilities, powers, rights, duties and authority vested by law and the Constitution of Ohio and the United States. Such rights reserved to the Board shall include by way of partial illustration the right to:

A. Manage and control its business, its equipment and its operations.

B. Continue its rights, policies and practices of assignment and direction of its personnel and scheduling.

C. The right to direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.

D. Determine the services, supplies and equipment necessary to continue its operations.

E. Adopt reasonable rules and regulations.

F. Determine the qualifications of employees, including health conditions, with the cost of required medical examinations at the expense of the Board.

G. Determine over all goals and objectives as well as the policies affecting the educational program.

H. Determine the administrative organization, its functions and authority.

4.02. Association and Teacher Responsibilities

A. Teachers shall be in their classrooms for the days contracted. Any unexcused absence will result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher and it, or a combination of these, may be cause for disciplinary action up to and including dismissal.

B. No teacher, who holds a valid contract, shall discontinue his or her service with the Board except by mutual consent without giving a written notice to said Board as early as possible, preferably by April 15, but in no case later than the legal date of July 10.

C. The teacher and/or the Association will adhere to Principles I and II of the Code of Ethics of the Education Profession adopted by the National Education Association's Representative Assembly.

D. All Association materials intended for distribution or display in any property of the Board shall be identified as Association material before display or distribution.

E. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body.

ARTICLE V - ASSOCIATION RIGHTS

5.01. General Rights

The Board hereby agrees that every teacher employed by the Board shall have the right freely to join, not join, maintain or terminate his or her membership in the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of this right, or any other rights conferred by laws of Ohio or the Constitutions of Ohio and the United States.

5.02. Association Dues and Maintenance of Membership

At the effective date of this contract, members of the bargaining unit may elect to become, or remain, members of the Association and have union dues deducted for membership in the Association and its affiliates from their paychecks. All service fee payments shall be payroll deducted and automatic without authorization of the employee. The Association shall notify the Treasurer of the Board by October 15th of those who will pay dues and any changes to that list. Dues deduction shall begin with the first paycheck in November and end with the last paycheck in May. There will be no cost to the union or employees for dues deductions. Dues deductions shall be in equal payments.

The Association shall indemnify, defend and hold the Board, its individual members and employees harmless from all liability, including, but not limited to damages, judgments, fees, penalties, costs, expenses, findings for recovery and attorney fees arising out of the acts/omissions in deducting these dues/fees. The Association shall choose the legal representative(s) for the parties in all situations falling under this section.

Membership shall remain in effect annually and continuously while the member is in the employ of the Board of Education until cancellation of membership during the drop period of August 1 – August 31 by notification from the member, in writing, and given to the District Treasurer. The Treasurer of the Board will notify the President of the Association with a copy of such cancellation, including the drop date.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract (August 1 – August 31), the Board Treasurer will deduct the remaining annual dues due to the YSEA from the employee's final pay of the contract year in which the employee severs their employment or cancels their membership. The Board will not be responsible for dues money that the employee owes the Association if the employee has insufficient earned but unpaid wages.

5.03. Right to Information

The Board agrees to provide the Association with such public information as is available concerning the financial resources of the District, as may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours, and other terms and conditions of employment. The Association agrees that requests for such information will be

made in writing through its president or someone designated by him or her, and that such requests will be made sufficiently in advance of their needs so that the Board will have reasonable time to prepare and/or assemble the data. Original records shall be examined only at the office where they are kept.

5.04. Notification and Agenda of Board Meetings

The president of the Association shall be notified of all official Board meetings at the same time as members of the Board and supplied with an agenda of such meetings.

5.05. Association Related Meetings

Association activities will in no way interfere with classroom or preparation time. Association meetings or announcements will be permitted only before or after the end of the teachers' working day, provided however, the Association shall have free access to the in-school mailboxes as a means of communication.

5.06. Right to Use of Buildings

The Association shall be the only teacher bargaining group that shall have the right to use building facilities for meetings after regular working hours when a regular operating staff is on duty. Such use must be scheduled through the building administrator. When special custodial service is required, the Board will charge the Association for the actual cost involved.

5.07. Communication with Members

Duly authorized officials of the Association shall be permitted to transact official Association business on school premises during school hours, provided permission is received from the building principal. Such permission will be granted if it does not interfere with or interrupt normal school operations.

5.08. Right to Use Bulletin Board

The Association may post notices on one bulletin board in each teacher lounge.

5.09. Right to Use School Equipment

The Association may use Board typewriters, calculators, duplicating machines, audio-visual equipment, technology equipment, and amplifying equipment; provided, however, all such equipment is not in use for educational or community purposes as determined by the building principal. The Association agrees to pay the cost of any materials or supplies used, and to indemnify the Board from any damage or cost of repair arising out of Association use.

5.10. Right of Administrative Appraisal Committee

Upon request of either party, the Board and the Association shall establish an Administrator Appraisal Committee that shall be responsible for studying teacher evaluation of administrators, including the objectives of evaluation, evaluation instruments and procedures.

The Committee shall consist of four teachers appointed by the Association, two administrators appointed by the Superintendent, and the Superintendent.

The Board shall assume the cost of any travel or consultants required by the Committee, as approved by the Superintendent.

All of the foregoing are granted solely to the Association and shall not be utilized by any other teacher organization.

5.11. Email

The Association and the Administration/Board will consider all Association communications on the district email system secure.

5.12. Committees

The Association President will be requested to appoint a representative to all Board-designated committees. In forming other committees, if the Superintendent believes Association representation would be of assistance in achieving the purposes for which the committee is established, he or she will ask the Association President to appoint a representative. The Association President may request the opportunity to appoint a representative to any other committee. Permission to appoint a representative will not be unreasonably denied.

5.13 New Hire Orientation

The Association shall be provided not less than twenty (20) uninterrupted minutes of time to communicate with bargaining unit members at the annual new bargaining unit member orientation. Any Association representative(s) requested by the Association to be present for this portion of the orientation meeting shall be released from other duties to participate without loss of pay or other benefit.

5.14 Staff Meetings

The Association shall be permitted to make announcements at building-wide staff meetings and District-wide staff meetings at the end of such meetings.

5.15 Bargaining Unit Information

The District shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the Association President no later than September 30 of each school year:

A. Name
B. Home address
C. All phone numbers provided to the District
D. Personal email address
E. Work site/Grade level or other assignment
F. Date of hire
G. Seniority Date
H. Employment Status (e.g. limited contract or continuing contract)

ARTICLE VI - COMPENSATION AND REIMBURSEMENT

6.01. <u>Regular Salary Schedule</u>

2025-2026: 4.0% on base; all appropriate steps/column movement.

2026-2027: 3.0% on base; all appropriate steps/column movement.

2027-2028: 2.5% on base; all appropriate steps/column movement.

A Joint Committee of no more than 6 total members: 3 YSEA members (appointed by the YSEA President) and 3 administrators (appointed by the Superintendent) will be created and will begin work during the 2027-2028 contract year. The Joint Committee would study the Teacher Salary Schedule and make recommendations for change, including, but not limited to starting teacher pay, education columns, longevity steps, step multipliers, and placement on the Teacher Salary Schedule. The Joint Committee's recommendations would be considered by the Parties when negotiations commence for a successor Collective Bargaining Agreement that is to begin on August 1, 2028.

YELLOW SPRINGS EXEMPTED VILLAGE SCHOOLS
SALARY SCHEDULE
Effective August 1, 2025

Step	Level I Bachelors		Level II Bachelors + 18 Sem. Hrs./27 Qtr. Hrs.		Level III Master's		Level IV Master's + 30 sem. Hrs./45 Qtr. Hrs.	
	index	$ amount	index	$ amount	index	$ amount	index	$ amount
Step 1	1.0000	$45,000	1.0500	$47,250	1.1600	$52,200	1.2150	$54,675
Step 2	1.0450	$47,025	1.1000	$49,500	1.2125	$54,563	1.2675	$57,038
Step 3	1.0910	$49,095	1.1500	$51,750	1.2650	$56,925	1.3200	$59,400
Step 4	1.1380	$51,210	1.2000	$54,000	1.3175	$59,288	1.3725	$61,763
Step 5	1.1860	$53,370	1.2500	$56,250	1.3700	$61,650	1.4250	$64,125
Step 6	1.2350	$55,575	1.3000	$58,500	1.4225	$64,013	1.4950	$67,275
Step 7	1.2850	$57,825	1.3500	$60,750	1.4750	$66,375	1.5650	$70,425
Step 8	1.3300	$59,850	1.4000	$63,000	1.5275	$68,738	1.6350	$73,575
Step 9	1.3760	$61,920	1.4500	$65,250	1.5800	$71,100	1.7050	$76,725
Step 10	1.4230	$64,035	1.5000	$67,500	1.6325	$73,463	1.7750	$79,875
Step 11	1.4710	$66,195	1.5500	$69,750	1.6850	$75,825	1.8450	$83,025
Step 12	1.5200	$68,400	1.6000	$72,000	1.7375	$78,188	1.9150	$86,175
Step 13	1.5700	$70,650	1.6500	$74,250	1.7900	$80,550	1.9850	$89,325
Step 14	1.6150	$72,675	1.7000	$76,500	1.8425	$82,913	2.0550	$92,475
Step 15	1.6550	$74,475	1.7500	$78,750	1.8960	$85,320	2.1260	$95,670
Step 16	1.6950	$76,275	1.8000	$81,000	1.9505	$87,773	2.1950	$98,776
Step 18	1.7350	$78,075	1.8500	$83,250	2.0060	$90,270	2.2282	$100,267
Step 20	1.7750	$79,875	1.9000	$85,500	2.0625	$92,813	2.2613	$101,759
Step 22	1.8150	$81,675	1.9500	$87,750	2.1200	$95,400	2.2839	$102,776
Step 25	1.8550	$83,475	2.0000	$90,000	2.1725	$97,763	2.3065	$103,793
Step 28	1.8950	$85,275	2.0500	$92,250	2.2260	$100,171	2.3575	$106,088
Step 29	1.9350	$87,075	2.1000	$94,500	2.2805	$102,623	2.4085	$108,383
Step 30	1.9750	$88,875	2.1500	$96,751	2.3360	$105,121	2.4595	$110,678

$45,000 Base

All Salaries are rounded to the nearest dollar

YELLOW SPRINGS EXEMPTED VILLAGE SCHOOLS
SALARY SCHEDULE
Effective August 1, 2026

Step	Level I Bachelors		Level II Bachelors + 18 Sem. Hrs./27 Qtr. Hrs.		Level III Master's		Level IV Master's + 30 sem. Hrs./45 Qtr. Hrs.	
	index	$ amount	index	$ amount	index	$ amount	index	$ amount
Step 1	1.0000	$46,350	1.0500	$48,668	1.1600	$53,766	1.2150	$56,316
Step 2	1.0450	$48,436	1.1000	$50,985	1.2125	$56,200	1.2675	$58,749
Step 3	1.0910	$50,568	1.1500	$53,303	1.2650	$58,633	1.3200	$61,182
Step 4	1.1380	$52,747	1.2000	$55,620	1.3175	$61,066	1.3725	$63,616
Step 5	1.1860	$54,971	1.2500	$57,938	1.3700	$63,500	1.4250	$66,049
Step 6	1.2350	$57,243	1.3000	$60,255	1.4225	$65,933	1.4950	$69,294
Step 7	1.2850	$59,560	1.3500	$62,573	1.4750	$68,367	1.5650	$72,538
Step 8	1.3300	$61,646	1.4000	$64,890	1.5275	$70,800	1.6350	$75,783
Step 9	1.3760	$63,778	1.4500	$67,208	1.5800	$73,233	1.7050	$79,027
Step 10	1.4230	$65,956	1.5000	$69,525	1.6325	$75,667	1.7750	$82,272
Step 11	1.4710	$68,181	1.5500	$71,843	1.6850	$78,100	1.8450	$85,516
Step 12	1.5200	$70,452	1.6000	$74,160	1.7375	$80,534	1.9150	$88,761
Step 13	1.5700	$72,770	1.6500	$76,478	1.7900	$82,967	1.9850	$92,005
Step 14	1.6150	$74,856	1.7000	$78,795	1.8425	$85,400	2.0550	$95,250
Step 15	1.6550	$76,710	1.7500	$81,113	1.8960	$87,880	2.1260	$98,541
Step 16	1.6950	$78,564	1.8000	$83,430	1.9505	$90,406	2.1950	$101,739
Step 18	1.7350	$80,418	1.8500	$85,748	2.0060	$92,979	2.2282	$103,275
Step 20	1.7750	$82,272	1.9000	$88,065	2.0625	$95,597	2.2613	$104,812
Step 22	1.8150	$84,126	1.9500	$90,383	2.1200	$98,263	2.2839	$105,859
Step 25	1.8550	$85,980	2.0000	$92,700	2.1725	$100,696	2.3065	$106,907
Step 28	1.8950	$87,834	2.0500	$95,018	2.2260	$103,176	2.3575	$109,271
Step 29	1.9350	$89,688	2.1000	$97,336	2.2805	$105,702	2.4085	$111,635
Step 30	1.9750	$91,542	2.1500	$99,653	2.3360	$108,274	2.4595	$113,998

$46,350 Base

All Salaries are rounded to the nearest dollar

YELLOW SPRINGS EXEMPTED VILLAGE SCHOOLS
SALARY SCHEDULE
Effective August 1, 2027

Step	Level I Bachelors		Level II Bachelors + 18 Sem. Hrs./27 Qtr. Hrs.		Level III Master's		Level IV Master's + 30 sem. Hrs./45 Qtr. Hrs.	
	index	$ amount	index	$ amount	index	$ amount	index	$ amount
Step 1	1.0000	$47,509	1.0500	$49,884	1.1600	$55,110	1.2150	$57,723
Step 2	1.0450	$49,647	1.1000	$52,260	1.2125	$57,605	1.2675	$60,218
Step 3	1.0910	$51,832	1.1500	$54,635	1.2650	$60,099	1.3200	$62,712
Step 4	1.1380	$54,065	1.2000	$57,011	1.3175	$62,593	1.3725	$65,206
Step 5	1.1860	$56,346	1.2500	$59,386	1.3700	$65,087	1.4250	$67,700
Step 6	1.2350	$58,674	1.3000	$61,762	1.4225	$67,582	1.4950	$71,026
Step 7	1.2850	$61,049	1.3500	$64,137	1.4750	$70,076	1.5650	$74,352
Step 8	1.3300	$63,187	1.4000	$66,513	1.5275	$72,570	1.6350	$77,677
Step 9	1.3760	$65,372	1.4500	$68,888	1.5800	$75,064	1.7050	$81,003
Step 10	1.4230	$67,605	1.5000	$71,263	1.6325	$77,558	1.7750	$84,328
Step 11	1.4710	$69,886	1.5500	$73,639	1.6850	$80,053	1.8450	$87,654
Step 12	1.5200	$72,214	1.6000	$76,014	1.7375	$82,547	1.9150	$90,980
Step 13	1.5700	$74,589	1.6500	$78,390	1.7900	$85,041	1.9850	$94,305
Step 14	1.6150	$76,727	1.7000	$80,765	1.8425	$87,535	2.0550	$97,631
Step 15	1.6550	$78,627	1.7500	$83,141	1.8960	$90,077	2.1260	$101,004
Step 16	1.6950	$80,528	1.8000	$85,516	1.9505	$92,666	2.1950	$104,282
Step 18	1.7350	$82,428	1.8500	$87,892	2.0060	$95,303	2.2282	$105,857
Step 20	1.7750	$84,328	1.9000	$90,267	2.0625	$97,987	2.2613	$107,432
Step 22	1.8150	$86,229	1.9500	$92,643	2.1200	$100,719	2.2839	$108,506
Step 25	1.8550	$88,129	2.0000	$95,018	2.1725	$103,213	2.3065	$109,579
Step 28	1.8950	$90,030	2.0500	$97,393	2.2260	$105,755	2.3575	$112,002
Step 29	1.9350	$91,930	2.1000	$99,769	2.2805	$108,344	2.4085	$114,425
Step 30	1.9750	$93,830	2.1500	$102,144	2.3360	$110,981	2.4595	$116,848

$47,509 Base

All Salaries rounded to the nearest dollar

6.02. Regular Salary Schedule Placement

A. Teachers transferring into the Yellow Springs School District shall be given substantial credit for prior teaching experience. Credit will be given such that the teacher's salary will equal or exceed the salary for which the teacher would be eligible if placed on the State minimum salary schedule in the column and on the step indicating his or her preparation and years of experience. Any former teacher of the Yellow Springs School District who is re-employed within a period not exceeding five (5) years shall be placed on the salary schedule in the next step above the one on which his or her salary was based when he or she left the Yellow Springs School District, or shall be given credit for teaching experience as provided in this section, whichever is greater. This provision does not apply to the hire or rehire of a teacher who has retired and is receiving benefits from a public retirement system.

B. Up to five (5) years will be allowed for honorably completed military duty as defined in O.R.C. 3307.02 and credited in O.R.C. 3317.03.

C. Up to two (2) years will be allowed for satisfactorily completed Peace Corps teaching service, overseas American school experience or other related government sponsored teaching experience.

D. The maximum years' placement shall be ten (10) years.

E. All pay adjustments shall be based on the number of days in the work year for teachers.

F. Salaries shall be adjusted each semester for college credits verified by the Treasurer's Office receiving an official transcript, by August 30th for the first semester or by January 30th for the second semester.

G. Teachers will advance one (1) step each year (a minimum of 120 days to count as a year) unless otherwise agreed upon between both parties.

6.03. Supplemental Salary Schedules

YELLOW SPRINGS SCHOOLS
CO-CURRICULAR CONTRACTS
2025-2028

A. All supplementals will be placed on the schedule according to their position.

B. All Co-Curricular positions must be applied for and approved in advance of the activity.

C. Where a teacher holds supplemental contract to coach two combined athletic teams where the teams practice at the same time, stipends shall be determined as follows:

1. If a team plays one schedule, but contains players from more than one level, then the coach will receive one stipend.

2. If a team contains players from more than one level and plays in games at each level, then the coach receives a stipend that is 1.5 times the average of the two stipends.

3. If the team plays two distinct schedules, then the coach receives both stipends.

D. Supplemental salary schedules will be increased, as follows:

1. 2025-2026: 2.0%

2. 2026-2027: 2.0%

3. 2027-2028: 2.0%

SUPPLEMENTAL SALARY SCHEDULE			
Position	***2025-2026***	***2026-2027***	***2027-2028***
OPERATIONS			
Building Leadership Team Member (min 3 per building)	$2,407	$2,455	$2,504
MTSS Team (min 3 per building)	$1,557	$1,588	$1,620
LPDC Chairperson	$760	$775	$791
LPDC Committee Member	$456	$465	$474
Mentor Coordinator	$1,082	$1,104	$1,126
Resident Educator Mentor for New Teacher	$1,930	$1,969	$2,008
Mentor Experienced Teacher (new to district)	$432	$441	$449
Safety Patrol	$1,557	$1,588	$1,620
Bike Bus Coordinator	$1,178	$1,202	$1,226
Into the Wild Training Ride Chaperone (per hour)	$40	$41	$42
Overnight School Camp Advisor (per night)	$214	$218	$223
ELEMENTARY SCHOOL ARTS			
Choir Director	$1,178	$1,202	$1,226
ELEMENTARY SCHOOL CLUBS/ACTIVITIES			
Student Council	$1,176	$1,200	$1,224
Kids on the Run	$1,176	$1,200	$1,224
MLEP Coordinator	$5,505	$5,615	$5,727
MIDDLE SCHOOL CLUBS/ACTIVITIES			
Power of the Pen Advisor	$1,176	$1,200	$1,224

Student Council	$1,176	$1,200	$1,224
Middle School Cheer Club	$1,176	$1,200	$1,224
MIDDLE SCHOOL ATHLETICS			
Basketball-7th Grade Boys Coach	$1,975	$2,015	$2,055
Basketball-8th Grade Boys Coach	$1,975	$2,015	$2,055
Basketball-7th Grade Girls Coach	$1,975	$2,015	$2,055
Basketball-8th Grade Girls Coach	$1,975	$2,015	$2,055
Volleyball-7th Grade Girls Coach	$1,975	$2,015	$2,055
Volleyball-8th Grade Girls Coach	$1,975	$2,015	$2,055
Track-Boys Coach	$1,975	$2,015	$2,055
Track-Girls Coach	$1,975	$2,015	$2,055
Middle School Baseball (Co-Ed)	$1,975	$2,015	$2,055
Middle School Soccer (Co-Ed)	$1,975	$2,015	$2,055
HIGH SCHOOL OPERATIONS			
Senior Class Advisor	$1,557	$1,588	$1,620
Junior Class Advisor	$1,557	$1,588	$1,620
Sophomore Class Advisor	$456	$465	$474
Freshman Class Advisor	$456	$465	$474
HS After School Extended & Regular Detention Monitor	$3,788	$3,864	$3,941
Tutoring Coordinator (2x per week)	$2,923	$2,981	$3,041
Senior Citizens Day Coordinator	$459	$468	$478
HIGH SCHOOL ARTS			
Band Director	$1,632	$1,665	$1,698
Orchestra Director	$1,632	$1,665	$1,698
Choir Director	$1,632	$1,665	$1,698
Pep Band	$760	$775	$791
OHEDTA/HS Play Director	$2,430	$2,479	$2,528
MS/HS Play Director	$2,430	$2,479	$2,528
Musical Director	$2,923	$2,981	$3,041
Assistant Musical Director	$2,430	$2,479	$2,528
Choreographer	$1,176	$1,200	$1,224

Full Year Tech Director	$2,384	$2,432	$2,480
Community Art Exhibition	$760	$775	$791
Theater Arts Producer	$4,203	$4,287	$4,373
HIGH SCHOOL CLUBS/ACTIVITIES			
Heritage Yearbook (if not part of a regular class)	$3,379	$3,447	$3,516
School Forest	$5,505	$5,615	$5,727
HS After School Extended & Regular Detention Monitor	$3,788	$3,864	$3,941
Tutoring Coordinator (2x per week)	$2,923	$2,981	$3,041
Student Review Board	$1,176	$1,200	$1,224
United Student Society Advisor	$1,176	$1,200	$1,224
YS Fems	$1,176	$1,200	$1,224
GSA	$1,176	$1,200	$1,224
JCOWA Advisor	$1,176	$1,200	$1,224
NHS & NJHS Advisor	$1,176	$1,200	$1,224
HIGH SCHOOL ATHLETICS-OPERATIONS			
Site Manager Athletics	$2,430	$2,479	$2,528
Assistant Site Manager Athletics	$1,975	$2,015	$2,055
Announcer	$542	$553	$564
HIGH SCHOOL ATHLETICS-CO-ED			
Bowling-Varsity Coach	$2,923	$2,981	$3,041
Bowling-Assistant Coach	$1,557	$1,588	$1,620
Tennis-Varsity Coach	$2,923	$2,981	$3,041
Cross-Country (7-12)-Varsity Coach	$3,986	$4,066	$4,147
Cross-Country (7-12)-Assistant Coach	$2,430	$2,479	$2,528
Cheer-Varsity Coach	$2,923	$2,981	$3,041
Cheer-Junior Varsity Coach	$1,557	$1,588	$1,620
e-Sports (5-12)-Fall Coach	$2,923	$2,981	$3,041
e-Sports (5-12)-Winter Coach	$2,923	$2,981	$3,041
Track-Field Events Coach	$2,430	$2,479	$2,528
Full Year Strength Coach	$5,505	$5,615	$5,727

HIGH SCHOOL ATHLETICS-BOYS			
Basketball-Varsity Coach	$4,974	$5,073	$5,175
Basketball-Junior Varsity Coach	$3,379	$3,447	$3,516
Basketball-Assistant Coach	$2,430	$2,479	$2,528
Soccer-Varsity Coach	$4,974	$5,073	$5,175
Soccer-Assistant Coach	$3,379	$3,447	$3,516
Baseball-Varsity Coach	$2,923	$2,981	$3,041
Baseball-Assistant Coach	$1,557	$1,588	$1,620
Track-Varsity Coach	$3,986	$4,066	$4,147
HIGH SCHOOL ATHLETICS-GIRLS			
Volleyball-Varsity Coach	$4,974	$5,073	$5,175
Volleyball-Junior Varsity Coach	$3,379	$3,447	$3,516
Basketball-Varsity Coach	$4,974	$5,073	$5,175
Basketball-Assistant Coach	$3,379	$3,447	$3,516
Soccer-Varsity Coach	$4,974	$5,073	$5,175
Soccer-Assistant Coach	$3,379	$3,447	$3,516
Softball-Varsity Coach	$2,923	$2,981	$3,041
Softball-Assistant Coach	$1,557	$1,588	$1,620
Track-Varsity Coach	$3,986	$4,066	$4,147

6.04. Supplemental Salary Schedule Placement

A. When any vacancy in a co-curricular position exists, that vacancy will be offered to any teacher deemed qualified by the principal of the building in which the position exists and the Superintendent. If offered to a person(s) outside of the bargaining unit, the opening will be offered in conformation with O.R.C. 3313.53 regarding the hiring of co-curricular staff members. The following acts will be observed:

1. The opening will be offered to bargaining unit members first;
2. A person(s) outside of the bargaining unit may be employed if qualified applicants are not found in Step 1
3. If it is determined to be financially prohibitive, positions may be offered using alternative compensation as deemed appropriate/acceptable by the YSEA and the Board of Education.

B. By notification to the Treasurer prior to September 14th, the teacher who has a full year supplemental contract may choose to have the payment pro rata throughout the school year or in a regular paycheck in June.

C. Payment pro rata will begin on the first pay in October and will be paid over twenty (20) pay periods. Supplemental salary checks that are not paid throughout the year will be paid in the next regular paycheck, no sooner than two (2) weeks after the Treasurer's receipt of the notification of completion of duties.

D. The board reserves the right to not fill any supplemental it chooses not to fill.

E. Any supplemental can be filled by volunteers without compensation. Volunteers can be teachers or non-teachers. If compensation is offered in any way, the offer will be made to YSEA bargaining unit members first. If the board fills supplemental positions using volunteers without compensation, the seeking of volunteers will be communicated to the YSEA president/designee before volunteers are sought.

6.05. Salaries for Tutors

Certified/licensed tutors shall be paid the hourly rate of forty dollars ($40.00).

6.06. Parent and Community Engagement

The annual work calendar for members shall include two parent-teacher conferences/POL evenings; one exhibition night; and one community/family engagement event as determined by the district leadership team.

6.07. Summer School Salaries

The rate of pay for teaching summer school shall be forty dollars ($40.00) per hour. The pay shall be paid on the regular pay schedule.

6.08. Internal Substitution

A teacher may be assigned by administration to substitute for an absent teacher. In such event, that teacher shall be compensated at $30.00 per hour for each hour or portion of an hour substituted.

6.09. Severance Pay

A. Upon retirement, a teacher will receive payment for accumulated sick leave as a severance pay at the rate of one-fourth (1/4) of the maximum accumulated sick leave according to the years of experience. The maximum accumulated sick leave for calculating severance will be up to three hundred (300) days, which equals up to seventy-five (75) severance days. Payment shall be based upon the teacher's rate of pay at the time of retirement. The per diem rate shall be figured using the following formula: Yearly salary at retirement divided by the days in the work year for teachers; provided, however, that if the last year of employment prior to retirement is not the teacher's highest year, then

the per diem rate shall be figured based on an average of the teacher's three (3) highest years.

B. Severance pay will be placed into an account of the teacher's choice. The account must be established with the treasurer's office 45 days prior to their retirement date. In the event that severance exceeds the maximum amount of allowable tax sheltered contributions to a retirement account the employee can choose to have the remaining balance paid into a non-tax sheltered account of their choice or to be paid into the same retirement account the following January. If any amount remains exceeding the maximum annual contributions after the second payment the remaining amount will be paid into non tax sheltered account of the Teacher's choice.

C. Any teacher with ten (10) years of service in the District who dies while in active service to the District or while on Board approved leave is deemed to have retired the day prior to his or her death, and severance pay benefits shall be determined in accordance with the provisions in (A) above. Any teacher with less than ten (10) years of service in the District who dies while in active service to the District or while on Board approved leave is deemed to have retired the day prior to his or her death, and severance pay benefits shall be determined in accordance with the provisions in (A) above, based on sick leave accrued while employed in the District.

6.10. Mileage Reimbursement

A teacher, who is required as part of his or her assignment to use his or her own vehicle for transportation in order to perform regularly assigned duties, shall be reimbursed at the effective IRS rate. Mileage will be computed on the basis of actual miles logged and returned each month.

6.11. Tuition Reimbursement

A. The Board shall maintain a Professional Growth Program for appropriate additional study. Such coursework shall apply to the employee's certification/licensure area of teaching in the District, or to address areas of improvement noted in the employee's evaluation, professional growth or improvement plan.

B. The Board will budget twelve thousand ($12,000.00) dollars each fiscal year, equally divided between summer/fall and winter/spring terms, to support this program. The following procedures shall be followed:

1. A statement of intent on the appropriate form must be filed by the employee with the Superintendent no later than May 1 for courses in the summer/fall terms and December 1 for courses in the winter/spring terms. It shall include the number of quarter or semester hours for which reimbursement will be requested as limited by Section C, below.

2. Requests for reimbursement shall be approved by obtaining advance approval of the specific courses by the Superintendent. Unless otherwise approved by the

Local Professional Development Committee (LPDC), the Superintendent will decide the appropriateness of the coursework for which compensation is being requested. Tuition reimbursement will not be made to anyone for a workshop, class or conference that occurs during a contract day.

3. If budgeted resources are insufficient to meet the demand, the budgeted funds will be divided by the hours requested and teachers will be compensated that amount per approved hour completed.

C. Reimbursement

Compensation will be the number of quarter or semester credit hours times the cost per quarter or semester credit hour, up to two-hundred ($200.00) dollars per quarter hour, or three hundred ($300.00) dollars per semester credit hour. The maximum reimbursement during any one year shall be as follows:

1. One to two (1-2) years of employment in the District: fifteen (15) hours of satisfactory completion.

2. Three (3) or more years of employment in the District: eighteen (18) hours of satisfactory completion.

D. During the school year, compensation shall be made within thirty (30) days of proof of satisfactory completion and documentation of the cost of the approved course. Such proof must be submitted no later than October 1 of the year following the application.

E. Satisfactory completion for reimbursement shall mean that the teacher received at least a “B” in the course or “pass” in the course when pass/fail is the only grading method.

F. If funds remain of the $12,000 budgeted for that contract year, the amount will be divided by the total number of approved hours completed, and teachers will be compensated that additional amount per approved hour completed, not to exceed the actual rate paid per quarter or semester hour taken.

G. Employees acknowledge the Board is reimbursing their tuition with the goal of improving the education services provided to the students of this District. To that end, an employee who receives tuition reimbursement from the Board shall continue to work for this District for at least 365 calendar days following the employee’s receipt of tuition reimbursement. If the employee voluntarily leaves the employ of the Board during this period, the Board shall have the right to recover the money it paid to the employee as tuition reimbursement immediately preceding this 365 day service period. The affected employee and the Association agree the Board may deduct such amounts from any pay still due and owing to the employee. Any remaining tuition that was reimbursed by the Board but not recovered shall be repaid by the employee to the Board according to a mutually-agreed repayment plan that shall not exceed one year from the last day the employee was employed by the Board.

6.12. Pay Periods

There will be twenty-four (24) pays on the 5th and 20th day of each month. If the pay dates are on a weekend or a holiday, payments will be the Friday before these dates.

6.13. Payroll Deductions

A. All payments shall be subject to deductions required by law.

B. Teachers may authorize deductions for:

1. Tax-sheltered annuity deposits
2. Yellow Springs Education Association dues
3. United Way Contributions
4. Ohio Fund for Children and Public Education

All payment shall follow IRS guidelines. With the start of this agreement, any new tax sheltered annuity companies must have a minimum of three (3) employees before entering into a contract with the Board. Annuity companies presently under contract with the Board are excluded from this requirement as long as they have at least one annuitant. Once an employee has qualified for an annuity deduction, said deduction will continue until terminated by the employee.

The Board reserves the right to establish an enrollment period for tax-sheltered annuity.

C. Teachers, who reside in communities whose income tax is greater than that of Yellow Springs, may elect to have the total amount of their city income tax withheld from their pay checks and forwarded to the taxing authority effective September 1, 1979.

6.14. Direct Deposit

All payroll checks will be direct deposited. In the event that the payday falls on a holiday (i.e. Christmas), the electronic transfer shall take place the workday prior to the holiday. Monies may be directed to a maximum of four (4) different bank accounts using a percentage or fixed dollar amount. A minimum notification period of two (2) weeks for any changes must be submitted to the Treasurer's office. The required documentation is a completed authorization agreement for automatic deposit with an attached canceled check, deposit slip or statement copy so that the transit routing number, which identifies a specific financial institution, can be verified.

6.15. National Teacher Certification

Teachers who have attained National Certification will receive an additional one thousand ($1,000.00) dollars each year up to five (5) years included in the teacher's salary, as long as the teacher works in the District.

6.16. YSEA Officer Stipend

A. Upon written request by the YSEA to the board treasurer, YSEA officer(s) will be paid on annual stipend by the board in the amounts provided by the YSEA. The written request will include the name of the officer(s) and the gross dollar amount of the stipend.

B. YSEA officer(s) will be paid no later than one (1) month after the request is made by the YSEA.

C. The board will deduct/withhold all applicable federal, state, and city/local income taxes from said stipends.

D. The total cost of the STRS contribution for said amount will be deducted from the stipend amount.

E. The YSEA will reimburse the board the entire gross amount for the stipends of all YSEA officer(s), including the board's share of payments to STRS, Medicare and Workers' Compensation. A single payment will be made by check from the YSEA treasurer to the board treasurer within five (5) workdays upon having received a detailed accounting of the YSEA officer(s) stipend disbursement(s).

ARTICLE VII - INSURANCE

7.01. Group Insurance Plans

A. The Board will make available to employees the group health insurance plans identified below, which shall include prescription drug coverage. The Board shall also offer a group dental insurance plan, and a vision insurance plan. The Board will pay eighty-five percent (85%) of the premium for single coverage and eighty-five percent (85%) for family coverage (inclusive of EE+Kids option). The group insurance plans will be subject to the other terms of this Agreement and insurance carrier regulations. For the most accurate and up-to-date information on the health insurance plan, please see https://epcschools.org/health-benefits/districts/yellow-springs.

The Board will offer employees the choice of a PPO Plan or a High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA"). The Board will fund the HSA for the HDHP with the difference between annual board cost for the PPO and the annual board cost for the HDHP. The contributions for insurance year 2026 will be as follows:

Single	EE+Kids	Family
$509.08	$942.99	$1,318.96

*Employees plus kids (EE+Kids) option is not available with the Health Savings Account (HSA) Plan.

B. The Board and the Association have a mutual interest in maintaining the lowest possible costs for health care coverage, with each sharing in costs as described in this section. The parties will form a standing Insurance Committee comprised of stakeholders in the school community. The purpose of the Committee is to review and analyze available insurance coverages so that acceptable benefit levels can be made available to employees at a reasonable cost.

The Committee will consist of six (6) to nine (9) members, as follows:

Superintendent, Treasurer and the Treasurer's Assistant

One (1) to Two (2) members appointed by the Board of Education

One (1) to Two (2) members appointed by the Association (selected by the Association).

One (1) to Two (2) members appointed by OAPSE

The Committee will meet at least once a year and at least twice during the final year of a contract, and more often as needed. The committee may invite consultants and vendors to provide information to the Committee for its consideration. The Committee will be prepared to make recommendations to the bargaining teams, especially on how to be achieve a balance between cost and coverage.

The Committee shall use a collaborative approach in considering health insurance issues and shall reach all decisions on the basis of reaching a consensus. Goals and purpose of the Committee shall be to:

Obtain a thorough knowledge of insurance programs, benefits and options; and

Educate the membership, administration and Board on insurance issues.

The Board will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels, the Board will not be required to self-insure any benefit which a carrier reduces or eliminates. The effects of changes in coverage will bargained with the Association prior to the changes taking effect.

C. The Board shall make an annual payment of $3,000 (for EE+Kids and Family Plans) and $1,500 (for single plans) to any unit member who is taking the Board's health insurance as of August 1, 2022, and the individual obtains coverage elsewhere (other than the Healthcare Exchange). Those who drop their coverage pursuant to this section shall be required to remain off the Board's health plan for the remainder of the term of this Master Agreement, unless they experience a qualifying event that necessitates resuming Board-provided coverage. If coverage is dropped for less than twelve (12) months due to a qualifying event, then the opt-out payment will be based on the number of whole months during the insurance plan year for which coverage was dropped. Further, the employee waives Teacher right to receive any HSA contributions made during the period in which the employee did not take insurance through the Board. This opt-out waiver shall be offered in the context of Section 125 of the Internal Revenue Code and all rules pertaining to it.

The Board shall make one-half payments of the health insurance opt-outs mentioned above during the second pays in January and July. This opt-out payment shall not be available to employees who drop Board-provided insurance coverage in order to be covered by an insurance plan carried by a spouse or other family member who is also employed by the Board.

D. The Board will request a representative who administers the healthcare plan to conduct an annual presentation for teachers covering the available options for health insurance to be provided during open enrollment.

7.02. <u>Life Insurance</u>

A. The Board will provide a sixty thousand ($60,000.00) dollar paid group life insurance benefit, with double indemnity in case of accidental death, subject to insurance carrier enrollment period waiting time regulations, for all teachers, except that a teacher who is employed half-time or less will receive a thirty thousand ($30,000.00) dollar paid group life insurance benefit. The Board will also provide the opportunity for teachers to

purchase additional life insurance at group rates with at least one fourth (1/4) the staff participating.

B. The Board's life insurance contribution shall begin in September of each year and continue through August for teachers.

7.03. Workers' Compensation

The Board will provide Workers' Compensation as required by law.

7.04. Section 125 Benefits Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees of the bargaining unit. The Section 125 Plan will include insurance premiums, medical expenses, and dependent care. An amount not to exceed fifty (50%) per cent of salary may be set aside by the employee for the selection, under Section 125 of the Internal Revenue Code, which includes the non-taxable benefits of all eligible insurance.

Neither the employer nor the employee shall incur any fees for the setup, enrollment, and administrative services provided.

A change in the provider for the above shall require the Board to give sixty (60) days notice of said change to the Association President.

All payment shall follow IRS guidelines.

7.05. General Provisions

A. Board health, life and dental insurance contributions during the summer months will be prorated for teachers who are employed after the beginning of the second semester, as follows: ratio of days of employment/days in second semester to Board contribution for summer months.

B. Board fringe benefit payments will be stopped at the end of the month in which the employment of any teacher is terminated.

C. Part-time teachers shall receive prorated health insurance as follows: more than one-third time, less than one-half time - single subscriber benefit; half or more time but less than three-fourths time - single subscriber benefit, plus fifty percent (50%) of the additional cost of full family coverage; three-fourths or more time at the rate stated in 7.01A. No insurance coverage will be Board paid for employees working less than one-third time.

D. Board employees, who are husband and wife or living as such, shall only have the following options in medical insurance coverage:

1. Each shall be covered by separate single medical coverage, or

2. Both shall be covered by one family medical coverage.

However, in no event will two (2) Board employees, who are husband and wife or two employees living as such, be covered by two separate family medical coverages.

ARTICLE VIII - LEAVE PROVISIONS

Compensable Leaves of Absence

8.01. Sick Leave

A. One (1) and one-fourth (1/4) days of sick leave shall be granted full-time teachers for each completed month of employment up to fifteen (15) days per year. Unused sick leave is cumulative up to a total of three hundred (300) days. A teacher who, on August 1, 2002, has more than three hundred (300) days of accumulated sick leave, will be allowed to maintain such accumulation, and may accumulate additional sick leave.

B. If requested, a teacher whose absence due to illness exceeds his or her accumulation will be advanced a maximum of five (5) days of sick leave in September, and after January 1st, up to the remaining days the teacher can earn that contract year. The days advanced shall be charged against the teacher's accumulating sick leave so that no loss of pay results. If the teacher should resign, be placed on leave of absence, or be approved for final payment in full, before his or her advancement of sick leave has been earned back, any unearned sick leave days shall be deducted from adjusted final pay or claim shall be made against the teacher.

C. Previously accumulated sick leave of a teacher, who has been separated from another Ohio public agency, shall be accepted at full value up to two hundred (200) work days, provided such accumulated sick leave has not been converted to pay upon retirement or separation.

D. Sick leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal illness: bona fide physical or mental incapacity of the teacher to report for and discharge his or her duties to the extent of unused days of credit.

2. Illness or serious injury in the immediate family: Absence necessitated because of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse or life partner, children, parents or foster parents, parent-in-laws, brothers, sisters, and any other person for whose financial or physical care he or she is principally responsible.)

3. Exposure to communicable disease which could be communicated to others.

4. Illness or disability due to pregnancy as determined by health care provider.

5. Medical, dental or vision appointments that cannot be scheduled outside of the school day.

6. Administration may require an employee to produce a note from their healthcare provider in the event of absences that exceed three (3) consecutive workdays.

E. An electronic leave request must be completed for any day or part of day used within five (5) days of the absence. (See also 8.012)

8.012. Extended Illness or Disability

Any teacher whose personal illness extends beyond the period compensable under Article VIII of this Agreement (Compensable Leave) shall be granted a leave of absence for medically certified reasons of health, including illness or disability due to pregnancy and/or childbirth, false pregnancy, termination of pregnancy or recovery therefrom, for a period not to exceed one year from the date granted by the Board. A second year of leave will be allowed upon written request of the teacher and with submission of medical certification. A teacher anticipating extended illness may be granted such leave prior to the expiration of his or her accumulated compensable leave days if said teacher has spent down compensatory sick leave days to thirty (30) days or fewer.

This leave shall be without regular pay. However, all benefits due to the employee under his or her other most recent employment status shall be paid. It is the responsibility of the employee to pay his or her share of the benefit costs on a quarterly basis. Teachers granted this leave during the school year shall be advanced on the salary schedule. If the leave should extend through the following full school year, the teacher would not advance on the salary schedule for that year.

8.013. Sick Leave Bank Guidelines

A. A Sick Leave Bank ("S.L.B.") shall be maintained for hospitalization, illness or injury of a teacher for conditions such as, but not limited to cancer, heart attack, stroke, or other catastrophic illnesses or medical events. The S.L.B. is not intended for parental leave that does not involve a catastrophic illness or injury to the teacher. In the event a teacher suffers a catastrophic illness or medical event, the teacher shall have access to the S.L.B.

B. Each teacher shall contribute ½ day of sick leave by October 15th of each contract year, until the maximum amount of 200 contributed sick leave days has been reached. Once the 200 sick leave day maximum has been reached, donations will stop until the contributed sick leave days fall below the maximum. Contributed days into the S.L.B. shall not be refundable.

C. A Usage Control Board of Review consisting of (2) two certified employees appointed by the Association and (1) one administration employee appointed by the Superintendent shall be established to administer the S.L.B.

D. Original requests are limited to no more than 30 days in one school year per teacher. Subsequent requests must be approved by a majority of the usage control board. A grant will be considered only after the teacher has used all of Teacher accumulated sick leave days, all possible advances of sick leave days, all available personal leave, and is not eligible for disability leave under the Ohio State Teacher Retirement system.

E. Determinations of applying these and any other policies and guidelines shall be made by the (3) three member sick leave Usage Board whose decision shall be final and not subject to the grievance procedure contained in this agreement.

F. A S.L.B. application form is attached hereto as Appendix C.

8.02. Bereavement Leave

A. Bereavement: Leave up to a maximum of four (4) days, when required, will be granted in case of a death in the immediate family (defined for purposes of this section only as spouse or life partner, children, parents or foster parents, parent-in-laws, grandparents, grandparents-in-laws, brothers, sisters, and any other person for whose financial or physical care he or she is principally responsible). Leave beyond five (5) days will be deducted from sick leave accumulation or personal leave at the discretion of the employee.

B. Funerals: A maximum of one (1) day leave shall be granted per school year for an employee to attend funerals for persons other than those in the immediate family (as defined in 8.02.A.).

C. One additional day may for bereavement leave or funeral leave shall be granted for funerals held more than 250 miles from Yellow Springs, Ohio.

8.03. Personal Leave

A. Each teacher will be credited with three (3) non-cumulative personal leave days per year.

B. Personal leave of teachers hired after the beginning of the school year shall be prorated at one-half (½) day for each quarter year or fraction thereof to be served.

C. Personal leave shall be used for personal matters. However, no personal leave days shall be granted the day before or the day after a break (Spring Break, Winter Break, Thanksgiving Break).

D. A teacher taking personal leave shall file notice of his or her intent to take such leave with his or her principal or other immediate supervisor at least five (5) work days prior to the date of such leave (except in cases of emergency). An electronic leave request must be completed for any day or part of day used. The number of persons granted personal leave for any one day may be limited as determined by the approving administrator.

Personal leave may be taken in ½ day increments.

E. If the teacher should terminate his or her services prior to the end of the school year, the Board will be reimbursed for all personal leave used on a pro-rated basis.

F. Beginning the 1987-1988 school year, teachers may begin accumulating unused personal leave days for the purposes of severance pay only. Beginning with the 2008-2009 school year, teachers with at least four full years of service who separate from the district shall receive $100 for each accumulated day of personal leave. Personal leave days

accumulated between the 1987-1988 school year and the 2012-2013 school year will be paid when the teacher separates from the district.

G. Teachers will be paid for unused personal leave days no later than the end of the summer following each school year, as follows:

Personal Days Used	Amount
0	$750.00
Up to 1 day	$500.00
Up to 2 days	$250.00

H. In lieu of the pay-outs referenced in Section G, above, Teachers may elect only one of the following options by notifying the Treasurer's office on or before May 31st of their intention:

1. Roll-over unused personal leave days remaining to their credit at the end of their contract year into accumulated sick leave days; or

2. Roll-over up to two (2) unused personal leave days to the following contract year. The maximum number of combined rolled-over and current year personal leave days is five (5) days.

If an employee does not provide the Treasurer's office with notice by May 31st, any accumulated but unused personal leave days will be paid according to Section G, above.

8.04. Professional Leave

A. Each teacher may request professional leave days. Requests shall be made by completing an electronic leave request.

B. Professional leave shall be requested only for matters which enhance the teacher's professional abilities as a District employee or arise directly from the teacher's employment.

C. Professional leave shall be granted when the teacher is required to appear at a legal proceeding due to his or her employment in the District. Professional leave for such appearances shall be granted for as many days as are needed. This provision will not apply if the teacher is a party to litigation against the District.

D. If approved, the Board will assume costs consistent with the budget submitted at the time of application. Proof of payment shall be required for reimbursement.

8.05. Assault Leave

A. Any case of employment-related assault and/or battery upon a teacher shall be reported as soon as possible to his or her principal. If, in the judgment of the teacher and/or the

principal, the assault is sufficiently severe, the police shall be notified. The Board shall advise and assist the teacher in handling the incident with law enforcement authorities. The teacher shall receive time off with full pay and at no loss of any accumulated leave for time spent in judicial proceedings related to the investigation and prosecution of the incident.

B. Any teacher, who is assaulted while in the performance of his or her duty, on or off school premises before, during, or after school hours or any teacher who is assaulted while attending a school or District sponsored activity, shall be granted up to ten (10) days of leave without a doctor's or psychologist's recommendation.

Assault leave of up to ninety (90) days shall be granted if, in the opinion of a doctor or psychologist, the teacher is physically or mentally unable to perform his or her duties. The evaluation of the doctor or psychologist must be submitted within the first ten (10) days of leave if leave beyond ten (10) days will be requested. The Board agrees to assist the teacher, if requested, in securing the assistance of an appropriate health care professional for the purpose of evaluating the physical or mental state of the teacher relative to his or her ability to perform his or her duties.

C. Teachers on assault leave shall receive full pay and benefits. Such leave shall not be deducted from the teacher's accumulated sick leave.

D. The Superintendent shall grant additional days, up to a maximum of thirty (30) days, upon receipt of an evaluation from a doctor or psychologist stating that the conditions supporting the initial granting of assault leave continue to exist.

E. The Board agrees to pay any teacher, who is assaulted while in the performance of his or her duty or while in attendance at a school or District sponsored activity, all expenses not covered by a teacher's insurance for medical expenses, counseling expenses, or repair expenses incurred through assault on a teacher or vandalism of a teacher's property.

F. If, upon exhaustion of assault leave, the teacher remains unable to perform his or her contracted duties, he or she may pursue other options:

1. Sick Leave
2. Other Leaves (as applicable)
3. Workers' Compensation (if eligible)
4. Disability Retirement

8.06. <u>Jury Duty</u>

Teachers will be excused for jury duty with pay. Jury duty fees received shall be returned to the treasurer of the Board.

8.07. Witness Duty

Teachers will be excused with pay when they are summoned or subpoenaed to appear in any court case in which they are not parties. Witness fees received shall be returned to the treasurer of the Board.

8.08. Unpaid Leaves of Absence

Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and without salary increment credit.

8.09. Parental Leave

Parental leave shall be considered authorized sick leave. Parental leave, of up to six (6) weeks, shall be granted to teachers to care for a newborn child, a newly adopted child, or a child for whom the adoptive agency requires full-time parental care. This leave shall be granted in keeping with the contractual obligation of the teacher to maintain instruction, but with awareness of the need of young children for direct parental care.

Parental leave shall be requested by written notice to the Superintendent. Notice shall be submitted thirty (30) days prior to the anticipated leave date or to the best of the teacher's ability.

A teacher returning from parental leave within the same school year shall have reinstatement rights to the same teaching assignment. Otherwise, the teacher shall be guaranteed a teaching position within his or her area of certification/licensure pursuant to seniority.

The term of a teacher's contract shall not be extended by parental leave, but in the event that a teacher's contract expires while on parental leave, the contract will be renewed or non-renewed in accordance with those normal procedures for teachers not made unfeasible by the teacher's leave status.

In cases where it is not feasible to follow normal procedures, the most recent appraisal of the teacher shall serve as the appraisal to be used in the consideration of renewal or non-renewal.

If parental leave shall cause a teacher to be at the end of contract having gone three (3) years without appraisal, at the Board's option, a one (1) year contract can be issued for the purpose of appraisal.

8.10. Sabbatical Leave

A. A teacher, who has been on the staff for a minimum of five (5) consecutive years, is a full-time employee, and has a record of above satisfactory service, shall be eligible for this leave.

B. Applications shall be filed with the Superintendent by the end of the first semester for a leave beginning the following September. Leaves must be for one (1) school year.

C. An applicant for sabbatical leave of absence shall file a written request for sabbatical leave with an outlined program for the period requested. This plan shall be indicated in an

attached statement and include details for either study in an approved college or university or a problem or project in research to be pursued independently by the applicant, provided such problem or project is related to his or her professional obligation.

A teacher requesting a sabbatical leave for study shall be required to take at least ten (10) semester hours per semester or ten (10) quarter hours per quarter in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agency.

D. All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three appointed by the Superintendent and three appointed by the Association. The committee shall consider among other qualifications the following: the extent of the applicant's professional study, travel, research, growth contributions, and successful service during the five (5) years.

E. A teacher will be notified within sixty (60) days after the deadline date for submission of application as to the results of his or her request.

F. Status While on Sabbatical Leave

1. A teacher on sabbatical leave shall be considered to be in the employ of the Board and shall have a contract.

2. A teacher on sabbatical leave will be paid the excess of the difference between the substitute's pay and the teacher's expected salary and any other full benefits provided by the Agreement currently in effect.

3. A teacher granted such leave shall advance on the salary schedule the same number of steps he or she would have advanced had he or she been on the staff while on sabbatical leave.

G. The applicant must sign an agreement to return immediately upon termination of the sabbatical leave and to continue as an employee of the Board for a period of one (1) year, or refund any compensation received from the Board while on leave.

H. Teachers on sabbatical leave may not be employed during the school year while on sabbatical, except as terms of the sabbatical work might warrant. Teachers on sabbatical leave may hold part-time jobs that will not adversely affect the sabbatical program.

I. The Board may require such reports or transcripts as are necessary or reasonable to determine that the teacher is fulfilling his or her approved plan of sabbatical leave.

J. During the next regularly scheduled evaluation year following return of the teacher from sabbatical leave, said teacher will be required to formulate at least one (1) goal that deals with the impact the sabbatical has had on his or her professional development and practice.

K. No more than two (2) teachers will be approved for sabbatical leave in any year.

L. The Board will approve sabbatical leave under the terms of this Agreement, within limitations of financial resources.

M. Upon request, an extension of one (1) full year may be granted. Such request must be made by the end of the first semester during the year that the teacher is on sabbatical. Salary and benefits will not be provided during the second year of the leave.

8.11. Military Leave

A military leave of absence shall be granted in accordance with Ohio Rev. Code §5923.05.

8.12. Exchange Teaching

A. A teacher may apply for exchange teaching assignment for a period not to exceed one (1) year in another state of the United States, another country, or a territory of either, following five (5) years of satisfactory service in the District, provided said teacher states his or her intent to return to the District for a minimum of one (1) year.

B. Exchange leave with pay may be granted by the Board on recommendation of the Superintendent.

C. A teacher being granted an exchange teaching leave of absence shall advance on the salary schedule as he or she would have advanced had he or she been employed in the District.

D. Requests for a leave of absence for exchange teaching assignments shall be made by the end of the first semester for leave beginning the following September.

8.13. Teaching for the United States Government, Peace Corps, or Other Special Programs

A. A teacher who has been employed in the District for a minimum of five (5) years and has a record of satisfactory service shall be eligible for a leave of absence for a period not to exceed two (2) years to teach in an assignment abroad in schools maintained by the United States, provided said teacher states his or her intent to return to the district for a minimum period of one (1) year.

B. Such leave granted shall be leave without pay or Board paid benefits and may be granted by the Board on recommendation of the Superintendent.

C. A teacher granted such leave shall advance on the salary schedule as he or she would have advanced had he or she been employed in the District.

D. Requests for a leave of absence for such an assignment shall be made by the end of the first semester for a leave beginning the following September.

8.14. Extended Personal Leave of Absence

A. Any teacher employed by the Board for a minimum of ten (10) years may take a leave of absence for one (1) year. Such leave shall require the approval of the Board.

B. Notice of intent to take a personal leave of absence shall be filed with the Superintendent by the end of the school year preceding the leave, unless the date is waived by mutual consent.

C. At least six (6) years must pass before personal leave of absence may be taken again by any one (1) teacher.

D. This shall be an unpaid leave without Board paid benefits. Teachers on such leave shall be entitled to continue to be covered by insurance, providing the insurance company involved permits such continuance of coverage, and the teacher pays to the treasurer in advance each quarter the full amount of the premium of such coverage. Any overpayment of premium shall be refunded to the teacher upon termination of leave.

E. Teachers on an extended personal leave of absence shall not advance on the salary schedule.

F. A teacher taking such leave shall have reinstatement rights to the same position upon return to duty, unless such position is eliminated by enrollment or change due to reorganization. If such position is eliminated, the teacher shall have reinstatement rights to a similar position.

G. No more than two (2) teachers may take personal leave of absence in any one (1) year. The two (2) leaves will go on a first come - first served basis.

8.15. <u>Other Leaves</u>

A. Other leaves may be granted by the Board based upon their individual merits.

B. As part of the agreement for a leave of absence, a teacher must notify the Superintendent no later than February 1 of his or her year of leave of his or her intention to return or not return to work for the following school year. If written notification by hand delivery receipt or certified mail is not received by that date, it shall be understood that the teacher has resigned from his or her position.

ARTICLE IX - INDIVIDUAL RIGHTS

9.01. Teaching Contracts

The contractual term of employment shall be as follows:

A. A newly employed teacher shall receive a one (1) year limited contract for each of the first three (3) years of employment at Yellow Springs School District, if their contract is renewed by the Board at the expiration of its one year term.

B. A teacher who has been employed with the Board for three (3) or more years shall receive, upon expiration of his or her contract, a one (1) year, two (2) year, three (3) year, or five (5) year limited contract, if his or her contract is renewed by the Board at the expiration of its term. The Board will award contracts based on a combination of the following: two annual observations ratings or the overall final holistic rating:

   a. Five (5) year contract shall be issued if both observations are accomplished or if the final holistic rating is accomplished;

   b. Three (3) year contract shall be issued if one observation is accomplished and one is skilled;

   c. Two (2) year contract shall be issued if both observations are skilled or if the final overall holistic rating is skilled;

   d. One (1) year contract shall be issued if the final overall holistic rating is developing.

C. The Board reserves the right to issue a one (1) year contract to any teacher if the teacher's appraisal and/or the Board's review of his or her performance indicates that the teacher's performance is unsatisfactory and in substantial need of improvement. Such a review will be a review of materials, actions, and other evidence based upon performance.

D. A teacher with teacher performance on standards rating, using the Ohio Teacher Evaluation System Teacher Performance Evaluation Rubric, of Accomplished who holds a life, permanent, or professional certificate/license is eligible to apply for a continuing contract after three (3) years of employment in the District out of the last five (5) years. A teacher may apply in writing to the Superintendent for evaluation at the beginning of the school year in which he or she becomes eligible.

E. Teachers who have attained continuing contract status in another district are eligible for a continuing contract after having served two (2) years in the District; but the Board, upon the recommendation of the Superintendent, may, at the time of employment or at any time within such two-year period, grant continuing contract status. He or she shall notify the Superintendent in writing of his or her eligibility for evaluation at the beginning of his or her second year of employment.

9.02. Non-Renewal of a Limited Contract

A. A teacher whose limited contract is expiring shall be re-employed with a successor contract unless non-renewal of the limited contract is made in accordance with the following provisions:

1. The teacher exhibits or demonstrates a lack of ability or low degree of professional competence, and/or the teacher has failed to abide by and adhere to the rules and regulations adopted by the Board, and/or other reasonable, factual and legally correct cause.

2. The teacher evaluation process was adhered to fully and completely. It is not intended that this section shall automatically give rise to grievances based on an insignificant omission in the teacher evaluation process.

3. The administrator to whom the teacher is directly responsible will inform the teacher in writing before recommending non-renewal to the Superintendent. The grounds for non-renewal shall be defined in the written notification.

4. Any teacher so notified by an administrator of the recommendation of non-renewal shall have the opportunity to discuss the recommendation with the Superintendent prior to official Board action on renewal or non-renewal of contract.

5. Following the meeting with the Superintendent (as described in 9.02, A. 4.) the teacher shall have the opportunity to appear before the Board to respond to the grounds for non-renewal in a due process hearing prior to official Board action.

This policy shall not be construed to limit any professional or legal rights of the Board or the teacher involved in obtaining due process.

B. Any failure of the District to follow the procedures set forth in this section is subject to the Grievance Procedure set forth in Article III of this Agreement. If a teacher's contract is non-renewed, appeal of such non-renewal will be solely in accordance with the provisions of Ohio Rev. Code §3319.11.

9.03. Employee Discipline

A. The Board and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include, but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and in violation of the terms of this Agreement.

Disciplinary action shall be defined as any verbal warning, written warning, written reprimand, suspension or discharge.

Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present an Association representative.

Whenever the result of a reprimand or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher. The teacher shall have the right to append a rebuttal statement to any statement, finding or decision with which he or she disagrees.

No teacher shall be disciplined without reasonable, factual and legally correct cause.

B. Disciplinary action shall be applied using the principles of progressive discipline. The following sequence shall normally be followed for the same or similar offense:

1. Verbal warning: first offense
2. Written warning: second offense
3. Suspension without pay: third offense
4. Termination: fourth offense

Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at any step at the discretion of the Superintendent.

C. Administration will take reasonable measures to issue a verbal warning outside the presence of other non-essential employees, students or the general public. Documentation of the verbal warning shall be maintained in a separate file from the employee's personnel file and a copy of the document shall be given to the employee.

D. Unit members will not be denied the presence of a building representative at any pre-discipline meeting.

E. A unit member shall have the right to meet with the Superintendent prior to the Superintendent recommending the Board initiate termination proceedings. Further, the unit member shall have the right to meet with the Board in executive session prior to the Board taking action to initiate the statutory process to terminate a unit member's contract. The unit member may be accompanied by a building representative at these meetings.

F. Any discipline that is less than a termination shall be subject to the grievance-arbitration procedure of this Agreement. The procedures set forth in Ohio Revised Code 3319.16 and

3319.161 shall be the sole and exclusive means by which a unit member may challenge a termination.

9.04. General Contract Provisions

A. Teacher contracts shall conform to the Ohio Revised Code.

B. Teacher suspensions shall conform to the Ohio Revised Code.

C. Teacher contract termination shall conform to the Ohio Revised Code.

9.05. Teacher Appraisals

I. SCOPE AND PURPOSE

DEFINITIONS

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

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

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

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

E. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement within the Ohio Teacher Evaluation System 2.0 Model.

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

G. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors~~,~~ observed during the Evaluation Cycle. The rating shall be "Accomplished," "Skilled," "Developing," or "Ineffective**.**" The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than

another, except that any area marked N/A shall not negatively impact the evaluation rating.

H. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

I. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

J. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement within the Ohio Teacher Evaluation System 2.0 Model.

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

L. Ohio Teacher Evaluation System (OTES) 2.0: The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

M. Poorly Performing Teacher: A teacher who receives a holistic evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

N. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement within the Ohio Teacher Evaluation System 2.0 Model.

O. Teacher of Record: A teacher who is:

1. Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and

2. Required to have the proper certification and/or licensure to teach the subject/grade level for which Teacher has been designated "teacher(s) of record"; and

3. Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

P. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained within the Ohio Teacher Evaluation System 2.0 Model.

PURPOSE

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

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

2. Inform instruction.

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

APPLICATION

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

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

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

3. Teachers who spend less than 50% of their time providing student instruction (media specialist; PBL Support Specialist; school counselor, nurses) will be evaluated outside of the OTES 2.0 teacher evaluation system. Counselors will be evaluated using the OSCES.

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

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

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

3. Is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 and participating in all of the RESA performance-based

assessments prescribed by the State Board of Education for resident educators in Year 2;

4. Is a substitute teacher.

II. HIGH QUALITY STUDENT DATA

The Association and Board agree that instruments for collecting high-quality student data (HQSD) will be evaluated and approved by department and/or grade level teams, which may include the administrator. Once approved by a team, the building administrator can make suggestions for improvements.

III. EVALUATORS

A. QUALIFICATIONS AND ASSIGNMENT

1. Each evaluator shall be an employee of the Yellow Springs Exempted Village School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

2. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

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

a) For those teachers with an evaluation rating of skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's building administrator.

b) For those teachers with an evaluation rating of accomplished on their most recent evaluation, the teacher shall select their evaluator not later than September 15 in the year of their evaluation cycle and notify the Superintendent or Teacher designee of said selection.

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

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

e) In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital

status, military status, disability, union membership, or union activism.

IV. PROFESSIONAL DEVELOPMENT

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

B. No later than September 15 of each year, the Board shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).

C. Evaluators

1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or credentialing training and have passed said assessment.

D. Teachers

1. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

3. Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 15, or in the case of a new teacher, not later than thirty (30) days after initial employment with the District.

E. Joint Training on Evaluation Instrument

1. Before the beginning of each evaluation cycle, the Board shall provide joint training for administrators and teachers which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

V. EVALUATION STRUCTURE AND PROCEDURES

A. SCHEDULE OF EVALUATION

1. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

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

B. CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included within the Ohio Teacher Evaluation System 2.0 Model.

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

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

4. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

5. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

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

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

C. OBSERVATIONS

1. Schedule of Observations

a) The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations, unless mutually agreed upon in writing between the teacher and evaluator. The first formal observation shall be completed no later than January 1st. The second formal observation shall be completed no later than May 1st.

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

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

d) Teachers shall not receive a formal observation on a day before or after the following: winter break or spring break; or any planned leave of absence of more than three (3) days.

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

2. Observation Conferences

a) A pre-observation conference for the first formal holistic observation shall occur between the evaluator and the teacher not less than three (3) working days prior to the formal observation unless both parties agree otherwise. At the pre-observation conference, the teacher may provide evidence for the work situation to be observed.

b) A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than ten (10) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the

observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

c) The evaluator shall provide the teacher with all observation reports, either written or digitally made available.

D. WALKTHROUGHS

1. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

   a) Focus for Learning

   b) Knowledge of Students

   c) Lesson Delivery

   d) Classroom Environment

   e) Assessment of Student Learning

   f) Professional Responsibility

2. The walkthrough shall be at least 10 consecutive minutes, but not more than 30 consecutive minutes in duration.

3. The teacher shall be provided a copy (written or digital) of the walkthrough form, no later than two (2) work days following the walkthrough.

4. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations of the evaluator.

5. No more than three (3) walkthroughs shall be conducted in each evaluation cycle.

6. Walkthroughs shall not disrupt the learning environment in the classroom.

7. A teacher may request a walkthrough at any time.

E. HIGH QUALITY STUDENT DATA (HQSD)

1. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

2. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials may be purchased, and all affected staff shall be trained on utilization of the assessment program.

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

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

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

F. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

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

a) Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

b) Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with Teacher credentialed evaluator.

c) Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

d) Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

e) If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

f) The improvement plan shall include:

(1) Specific, measurable instructional practices to be observed;

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

(3) Clearly articulated timelines for the completion of the plan; and

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

(5) Shall utilize the form found within the Ohio Teacher Evaluation System 2.0 Model.

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

3. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan.

4. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

G. MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

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

H. FINALIZATION OF EVALUATION

1. Written Report

a) Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

b) The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, will be available in the Ohio OES system.

2. Completion of Evaluation Cycle

a) The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards.

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

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

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

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

f) Any teacher who receives an evaluation rating of "Skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan. Teachers in the final year of a contract must go through the evaluation cycle.

g) Any teacher who receives an evaluation rating of "Accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan. Teachers in the final year of a contract must go through the evaluation cycle.

h) The Superintendent shall annually file a report to the ODE including only the following information:

(1) the number of teachers for whom an evaluation was conducted;

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

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

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

I. DUE PROCESS

1. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and may be approved by the District.

2. A teacher shall be entitled to Association representation at any conference held during this procedure.

3. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

4. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of Teacher evaluation cycle.

5. The Board shall amend its evaluation policy to conform to the terms of this agreement.

6. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within thirty (30) days to bargain over the impact of the changes.

The parties agree to replace the Yellow Springs Teacher Evaluation Instrument and corresponding appendices with the ODE OTES 2.0 Model (http://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Model-OTES-2-0-Final-03-27-20.pdf.aspx?lang=en-US) with modifications based on the above language.

9.06. <u>Assignments, Transfers & Vacancies</u>

A. Assignments

1. Teaching assignments are for a period of one (1) year, but may be changed during the year upon the recommendation of the Superintendent.

2. Assignments will be made prior to the last working day of the school year for teachers.

3. The teacher must be notified in writing by the building principal of a change in his or her assignment. When a change in assignment must be made after the close of school, the teacher must be notified within one (1) week of the time the change is made, but no later than August 1st, except under highly unusual circumstances, such as a resignation after August 1st.

4. Where the Principal and teacher disagree on the assignment, a conference with teacher, principal, and Superintendent shall be held. The decision of the Superintendent is final.

5. In all assignments, the needs of the pupils, the general welfare of the school, and the personal desires of the teacher shall be considered.

6. By July 20 of each year, the Association shall be notified of the numbers and duties of certificated/licensed staff positions for the following academic year, existing vacancies, and the distribution of those positions by building, unit or department.

7. Teachers on a one (1) or two (2) year limited contract shall be assigned within the scope of their teaching certificates/licenses, to the extent possible.

8. To the extent possible, newly employed, inexperienced teachers shall be assigned to the lowest class size at their teaching level.

9. By April 1, the Assignment Intent form shall be distributed by the Board to all members of the bargaining unit. On or before April 15 this form will be completed and submitted by all members indicating assignment intention for the following school year.

B. Transfers

1. A transfer shall be defined as a permanent change in assignment or school building.

2. The Board and the Association recognize that it may be necessary to accomplish transfers. For example, transfers may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced staff in a particular building.

3. For regular teaching contracts, the principals will notify all district teachers of all known openings by assignment and location that will be available the following school year before making any decisions on those changes. Within three (3) days, teachers desiring to request consideration for transfer shall notify their building principal via email. All applicants shall be informed when the vacancy for which they have applied has been filled.

4. Teachers shall be retained in their original or similar assignments throughout their first two (2) years of employment to the extent possible.

5. In cases of involuntary transfer, teachers shall have the opportunity to meet with the Superintendent to discuss the transfer. When circumstances so permit, teachers so affected shall be given a choice of available open positions. In filling transfer positions, if teachers are equally qualified for the position, voluntary transfers shall be given priority over involuntary transfers.

C. Vacancies

1. This section applies to available permanent positions in the bargaining unit, or a hybrid position that involves administrative and teaching duties. A vacancy shall occur following the resignation, retirement, voluntary transfer, involuntary transfer, non-renewal, or termination. A newly-created position shall be considered a vacancy.

2. As a matter of policy, and not as a reflection on performance, extra-duty and co-curricular positions, except those on multiple year contracts, are automatically considered vacant for the next school year and will be posted by May 10, or as soon thereafter as they are known.

3. During the school year and until June 15, the Board shall post all vacancies as defined above, for at least five (5) calendar days prior to filling a vacancy. Postings for vacancies shall be sent to all employees in the bargaining unit via email. From the end of the school year until the beginning of the following school year, employees who have an interest in the posted position, as expressed on their intent forms, will be personally notified by both the district and the association (intent forms may be revised at any time). When a vacant position occurs on or after July 1, and prior to the start of the ensuing school year, the Board may fill that vacant position by selecting someone from the “intent form” and not post the position. Or, if the position is not filled internally the Board may hire a new staff member for the vacant position. However, any vacancy that occurs during this time period but is not filled by the start of the ensuing school year shall be posted and filled in accordance with normal vacancy procedures.

   The President of the Association shall also be given a copy of such vacancy notices. Such vacancies shall include the following: teaching positions, administrative positions, and extra-curricular positions.

4. Any certified/licensed teacher within the District applying for the vacant position will receive an interview. In filling the position, however, the Board shall consider professional qualifications, background, attainments, and other relevant factors, including service in the District, as well as applicants from outside the District. If two or more applicants are equal in their qualifications, the position should be filled from within the District. In all appointments to administrative positions, the Board's decision shall be final.

5. If requested, unsuccessful applicants shall be given the reasons for their not attaining the position.

6. Any teacher who shall be promoted or transferred to an administrative or supervisory non-bargaining unit position and shall later resume teacher status shall be entitled to retain such seniority as he or she may have had under this Agreement prior to such promotion or transfer. All time served in an administrative or supervisory capacity shall be credited toward placement on the salary schedule.

9.07. Personnel File

A. There shall be one official personnel file. Subject to the Public Records Act of Ohio, this shall be considered a confidential file and the only official file of recorded information mentioned by the board and the Administration.

B. Upon appointment with the Superintendent, a teacher will be given access to his or her own personnel file to review any document prepared by the teacher, college transcripts, progress evaluation forms prepared by the Principal or supervisor, but not confidential pre-employment information.

C. An Association representative may be present at the teacher's option. Such records will be made available in the Superintendent's office and shall not be removed from said office, but copies may be obtained upon request.

D. All materials inserted by the Administration in the file of a teacher will be dated and sent to the teacher.

E. Teachers have the right to attach a rebuttal to any item in the file.

F. The Board will notify the teacher of any requests from the public to view or copy their file under the Public Records Act of Ohio.

G. If a teacher disputes the accuracy, relevance, timeliness, or completion of information in the teacher's personnel file, the teacher may request the Administration to investigate the current status of the information. The Administration shall, not later than ninety (90) days after receiving the request, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely and complete, and shall notify the teacher of the results of the investigation and of the action that the Administration plans to take with respect to the disputed information. The Administration shall delete any information that it cannot verify or that it finds to be inaccurate.

9.08. Personnel Complaint Procedure

A formal complaint is defined as an allegation that is written and signed by the complainant and submitted to the Principal. No formal complaint arising from a teacher's performance of duties

as an employee of the Board by any parent, pupils or other person not employed by the Board, shall become a part of the teacher's personnel file without the following steps:

A. A formal complaint concerning a teacher or teachers must be submitted in writing to the Principal. The Principal shall give a copy to the teacher or teachers.

B. A meeting involving the teacher, the principal and the complainant will be arranged at a mutually convenient time to discuss the complaint. If the complainant refuses to meet the teacher and the Principal within thirty (30) days, the complaint will be withdrawn from the Principal's file and destroyed.

C. If the complainant is not satisfied with the Principal's disposition of the complaint, the Principal shall attach a statement describing the manner in which the complaint was handled and forward the complaint to the Superintendent. The teacher may attach his or her own statement to the complaint.

D. The complainant may appeal to the Superintendent, who will hold a hearing in which the participants shall include the involved teacher and the teacher's immediate supervisor. The complaining party may be present if the party desires.

E. If the complainant or teacher is dissatisfied with the Superintendent's disposition of the complaint, the matter may be appealed to the Board, who shall hold a hearing in private during an official meeting, and then rule on the matter by action.

F. In each of the steps above, either party may be accompanied by counsel and/or an Association Representative.

G. Conferences regarding such matters shall be in private.

Procedures in this section are not applicable to alleged legal violations such as bullying, intimidation, harassment, criminal acts, and conduct unbecoming the teaching profession.

9.09. Privacy and Intellectual Freedom

The District affirms that teachers have a reasonable expectation of privacy and intellectual freedom. The District will have the right to access district computers and databases for reasons related to the health and safety of students and staff and the integrity of the instructional program.

9.10. Resident Educator Program

A. The mentoring program is a way of providing quality on-the-job assistance for all teachers with a resident-educator license. The goal of this program is to provide teachers with assistance and suggestions to facilitate success in the classroom.

B. Teachers in year 1 or 2 of the Resident Educator Program shall be assigned a Resident Educator Mentor.

C. Resident Educator/New Teacher Mentors assigned to Years 1 and 2 and Program Coordinator will receive a stipend as stated in the Supplemental Contract Schedule.

D. Mentors will be selected from teachers who have submitted a letter of interest to their building principal during the month of April but no later than the last contracted working day of the year prior to the mentoring. The selection team must include but is not limited to at least one (1) Principal, the lead mentor, and former mentor teachers. After consultation with the selection team, the Principal will make the final decision.

E. The requirements for the position of mentor include:

1. Mentors shall have at least five (5) years of successful classroom experience, two of which must be in the District.

2. The mentor will have completed the appropriate, required training prior to the first day of the school year and the District shall provide this training at no cost.

3. If feasible, a Mentor will be assigned to the Resident Educator at least five (5) days before the first contracted day for teachers and reasonable attempt will be made to match the mentor and resident educator in the subject area and/or grade level. Every reasonable attempt will be made to make the assignment to the resident educator and mentors as fair and equitable as possible.

4. Each mentor shall be assigned to no more than two (2) resident educators. Any deviation from this standard must be agreed upon in writing and shall be compensated based on the stipend pay for Resident Educator Mentors/New Teacher Mentor.

5. Should the mentor resign or be otherwise replaced, a proportionate stipend shall be made to the affected mentor teacher.

6. Mentors and resident educators will be granted at least three half days of release time for the purpose of completing classroom observations and necessary activities of the resident educator program. The Principal and Mentor may mutually agree to additional release time.

7. All records and interactions between the mentor and the resident educator will be confidential between the two parties.

F. The District commits to providing ongoing support, including regular professional development training for mentors, and to conduct periodic reviews of the Resident Educator Program in collaboration with the Association to ensure its effectiveness and fairness.

9.11. Teachers New to the District (non-resident educators)

A. The mentoring program is a way of providing quality on-the-job assistance for all teachers new to the district. The goal of this program is to provide teachers with assistance and suggestions to facilitate success in the classroom.

B. Mentors will be selected from teachers who have submitted a letter of interest to their building principal during the month of April but no later than the last contracted working day of the year prior to the mentoring. The selection team must include but is not limited to at least one (1) Principal, the lead mentor, and former mentor teachers. After consultation with the selection team, the Principal will make the final decision.

C. The requirements for the position of mentor include:

1. Mentors shall have at least five (5) years of successful classroom experience, two of which must be in the District.

2. Mentors will be assigned to the new employee within thirty (30) calendar days of board approval and reasonable attempt will be made to match the mentor and new employee in the subject area and/or grade level. Every reasonable attempt will be made to make the assignment to the new employee and mentors as fair and equitable as possible.

3. It is suggested that a mentor be assigned to no more than one (1) new teacher.

4. Should the mentor resign or be otherwise replaced, a proportionate stipend shall be made to the affected mentor teacher.

5. All records and interactions between the mentor and the new teacher will be confidential between the two parties.

9.12. Rehire of Retired Teacher

In the event the Board hires or rehires a teacher who has retired and is receiving benefits from a public retirement system, the following provisions will apply. These provisions expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to §§3319.08, 3319.11 and 3319.111 and all other applicable Ohio statutes.

A. Re-Employment. The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. Rehired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.

B. Break in Service and Seniority. Retirement of a teacher from the District will be considered a break in service, and a teacher who is later rehired will be considered a newly hired teacher. Such a teacher will not acquire seniority, and will not have recall rights in the event the teacher is subject to a reduction in force.

C. Placement on Salary Schedule. This provision expressly supersedes Ohio Rev. Code §3317.13 and other applicable laws. A retired teacher who is hired or rehired will be given credit for a maximum of ten (10) years of service, and the appropriate educational degree level, for purposes of placement on the salary schedule.

D. Sick Leave. This provision expressly supersedes Ohio Rev. Code §124.39 and other applicable laws. A teacher who retires and is subsequently reemployed by the Board will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article VIII of this Agreement. The Board may advance a re-employed teacher up to five (5) days of sick leave. Such a teacher is not eligible to convert sick leave to severance pay pursuant to Article VI, Section 6.09 of this Agreement upon subsequent retirement.

E. Insurance Benefits. A teacher who retires and is subsequently re-employed by the Board may enroll in insurance plans available to other teachers.

F. Contract.

(1) This provision expressly supersedes Ohio Rev. Code §3319.11 and all other applicable laws. A retired teacher who is hired or rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the teacher, or without the necessity of Board action. Such teacher shall not be deemed re-employed when notice of nonrenewal is not given. Any further employment of the teacher will be pursuant to Paragraph B of this Section.

(2) This provision expressly supersedes Ohio Rev. Code §3319.08 and all other applicable laws. A retiree will not be eligible for continuing contract.

G. Evaluation. A retired teacher who is rehired will not be evaluated pursuant to the provisions of Article IX, Section 9.05 of this Agreement.

H. Applicability of Other Contract Provisions. Except to the extent specifically addressed in this Article, all provisions of this Negotiated Agreement apply to retired teachers who are rehired.

9.13. <u>Children of District Teachers</u>

The Board of Education shall allow bargaining unit members who live out of the district to enroll their children in Yellow Springs Schools without tuition.

ARTICLE X - WORK YEAR AND WORK DAY

10.01. Length of School Day

The Superintendent may consider input from the Building Leadership Team ("BLT") when establishing the work schedule (teacher starting and ending times) for each school building. Upon approval of the Superintendent, the BLT may consult with YSEA bargaining unit members in the affected building to gather input for the Superintendent's consideration.

The length of the teacher contractual workday shall not exceed seven and one-half (7.50) hours.

Any teacher who is required to participate in, supervise or sponsor an after-school activity, may leave school at the same time as the students if activity supervision necessitates it.

10.02. Conference and Preparation Periods

Each teacher's schedule shall include at least one (1) period daily for conference and preparation. It is understood that each teacher's preparation period shall consist of at least one (1) class period in the secondary school, at least sixty (60) minutes of daily plan time in the elementary school. For staff that is shared between buildings, said staff shall receive at least forty-five (45) continuous minutes of daily plan time. Building administration will strive to keep this daily plan time continuous unless the needs of the District dictate otherwise. These provisions may not apply to days in which the school day is shortened.

10.03. Duty-Free Lunch Period

Teachers shall have a duty-free, uninterrupted lunch period equal to a regular class period, and in no event less than thirty (30) continuous minutes.

10.04. Beginning of the Year Meetings

A. New teacher training. Teachers who are initially employed by the Board shall receive new teacher training prior to the first contractual work day of other returning teachers in the District. For teachers who are in their first year in the profession, there shall be two additional work days added to their contractual work year that are to be used for new teacher training. For teachers who are not in their first year in the profession, but who are newly-hired by the Board, there shall be one additional work day added to their contractual work year that is to be used for new teacher training.

B. Teachers are to attend district, building, and department or team meetings unless specifically excused by their building Principal or assistant Principal or, in the Principal's absence, their department head or team leader. To the extent possible, these meetings will be scheduled within the official teacher work day.

C. Of the four (4) teacher days prior to the opening of school, two (2) days may be used for district and building meetings, one (1) day shall be used as a teacher collaboration day, and one day shall be used as a teacher work day.

10.05. Final Student Day

On the final day of school, students will be dismissed two (2) hours early and the time shall be reserved exclusively for teacher work.

10.06. WOEA Day

WOEA Day shall be reserved exclusively as a teacher work day. Options for teacher work on this day shall be reviewed by the Building Leadership Team ("BLT") – with input from the members of each building. There shall be an "other options" category for members to select, which is intended to allow members flexibility in the work to be performed. Administration may request a report from members that details the work they performed on this day.

10.07. Part-Time Employees

A written job description for part-time employees shall be proffered by June 30 annually.

For part-time employees, attendance at parent-teacher-student conferences, waiver days, professional development, teacher work days, etc., will be prorated to the equivalent of a full-time employee.

10.08. Severe-Weather Cancellation of Classes

On days when the weather is judged by the Superintendent or his or her designee to be too severe to safely send the District's school buses on their regular routes, all classes will be canceled and teachers shall not report to work.

10.09. Length of School Year

The work year of teachers covered by this Agreement shall consist of one hundred and eighty-four (184) days as set forth in the school calendar. In the event of calamity resulting in fewer student days than are required by law to constitute a minimum school year, the Board will negotiate an agreement with the Association to change the school calendar to meet minimum state requirements for days in session. Any such change in or extension of the calendar shall be considered part of the work year for teachers. Students will be in attendance for days to meet or exceed the minimum school year unless excused by calamity days as provided by law.

10.10. Parent-Teacher Conferences

Parent-teacher conferences will be organized at each building by the building principal in conjunction with the Association. If conferences are to be held after the teacher work day, trade days shall be built into the district calendar. For every seven (7) hours of building specific parent-teacher conferencing after the teacher work day, one (1) trade day will be built into the calendar. This decision will be made before the end of each school year for the following year.

10.11. School Calendar

A. The Association may submit a proposed calendar to the Superintendent by December 15 of each year.

B. In determining the school calendar, the Superintendent shall submit proposed plan(s) to the Association for membership input. The Association shall give written response to calendar proposal(s) within ten (10) calendar days of receipt. Following receipt, and consideration of Association input, the Superintendent shall make a presentation to the Board.

10.12. IEP Writing Day

Intervention Specialists who are responsible for writing student IEPs shall be assigned two (2) release days to prepare and write student IEPs each contractual work year. These days shall be scheduled in consultation with the Intervention Specialist's Building Principal.

ARTICLE XI - WORKING CONDITIONS

11.01. Class Size and Caseloads

The Board will strive to maintain class sizes within the following recommended parameters:

Grades K-3 1-22

Grades 4-6 1-25

Grades 7-8 1-26

Grades 9-12 1-28

The teacher-pupil ratio shall not exceed 1-25 in any building. The teacher-pupil ratio shall be determined by dividing the total school enrollment in each building by the total school teaching staff which is actively engaged in instruction, excluding special education teachers and pupils.

To the extent possible, newly employed, inexperienced teachers shall be assigned to the lowest class size at their teaching level.

For Intervention Specialists, the Board will strive to maintain IEP caseloads that do not exceed the maximums set forth in Ohio law.

11.02. Physical Facilities

General Conditions

A. Telephone facilities shall be available in the school offices for teachers for their reasonable use. All personal long distance calls shall be charged to the teacher's home number.

B. The Board will provide lounges and rest rooms for the use of adult staff in each building.

C. The Board will provide adequate off-street parking for teachers, to the extent possible.

D. The Board shall provide adequate materials needed for the teacher’s daily routine (including classroom technology, software licenses and adaptive learning platforms) and other such consumable materials required for the performance of the teacher's daily routine. A budget amount will be communicated to each department, team or teacher prior to the beginning of the school year upon submission of the teacher’s spending plan for the school year. The purchasing process will be defined in the employee handbook.

E. The Board shall provide up-to-date instructional resources, including but not limited to, digital texts, interactive media, STEM and Maker lab tools, library databases, virtual and augmented reality tools, laboratory and AV equipment, art and other athletic supplies, and other modern teaching tools, to the extent possible within budget restrictions. Requests for instructional resources are to be directed and subject to the approval of the building principal.

F. Instructional materials reflecting the multi-ethnic nature of our society shall be utilized wherever possible.

G. Instructional materials that will not reflect sexual bias shall be utilized wherever possible.

H. The Board shall assure that adequate custodial service is executed in each building so that students and staff may perform their daily routine in a clean and healthful environment.

I. Building Maintenance - The Board shall assure that adequate building maintenance is executed in each building (within the financial limits of the District) so that students and staff may perform their daily routine in a safe and healthful environment. Repairs to the physical plant and repairs or replacement of equipment shall be made as promptly as possible.

11.03. Faculty Advisory Committee

A. A Faculty Advisory Committee shall be established consisting of two (2) teachers from each building appointed by the Association to advise the Superintendent and the Board on matters of concern to teachers. Principals shall be invited to attend these meetings. The committee shall meet with the Superintendent and at least one Board member at least three (3) times per year or more often at the request of the Association, the Superintendent, or the Board, but in no case more than ten (10) times per year, unless by mutual agreement. The first meeting shall occur by October 31, the second by January 31, and the third by April 30. Responsibility for setting up these meetings rests with the Association.

11.04. Selection of Staff

A. Selection of Teachers

A candidate for a teaching position shall be defined as one of the most highly qualified applicants who is being seriously considered for recommendation for employment. Every candidate for a teaching position interviewed by the Principal shall be interviewed by at least two teachers from the applicant's subject area or team, whenever possible. The teachers' recommendations will be discussed with the Principal prior to his or her recommending a candidate to the Superintendent for employment.

B. Selection of Principals and Assistant Principals

1. When a vacancy in the position of Principal or Assistant Principal is to be filled by the Board, the Superintendent shall consult with the Association about the qualifications for and method of selection of the Principal or Assistant Principal.

2. An Interview Committee shall be formed consisting of three (3) teachers from the affected building appointed by the Association. This Committee shall be involved in all stages of the interview process.

3. The Interview Committee shall interview each candidate who is considered by the Superintendent and provide a written evaluation and recommendation for each candidate for consideration by the Superintendent in the final selection.

C. General

The Board's decision on the appointment of a Principal, Assistant Principal and teacher is final and not subject to the Grievance Procedure.

11.05. <u>Student Discipline</u>

The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the performance of their duties in school or in out-of-school functions in accordance with established Board policies (including, but not limited to the Board's Policy 3362.01 on Threatening Behavior Towards Staff Members) and building procedures. Each teacher, however, bears the primary responsibility for maintaining proper control and discipline. In exercising his or her responsibility, the teacher shall assure that all disciplinary actions and methods invoked are reasonable and just and in accordance with the student Code of Conduct.

Each student also bears responsibility for maintaining proper self-control and respect for the rights of others. In cases of students who do not respond to reasonable and just efforts of teachers to maintain control or discipline in school or at school functions, or who fail or refuse to obey rightful directives of teachers, or respond profanely or abusively to rightful directives of teachers, the administrators of the District shall take disciplinary action that is appropriate to the gravity of the offense, including the option of suspension or expulsion.

This section shall be interpreted and applied consistent with student rights under applicable law.

ARTICLE XII - NO STRIKE CLAUSE

12.01.

A. The Association agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his or her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) during the life of this Agreement.

B. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damage against any person, group or organization violating this Article.

ARTICLE XIII - REDUCTION IN FORCE

13.01.

A. Seniority shall be defined as the continuous service or employment as a teacher in the District, beginning with the first date the teacher reported for duty as a regular teacher. A regular teacher is defined as a teacher hired on a limited or continuing contract with appropriate placement on the adopted salary schedule. Continuous employment for the purpose of this section shall include:

1. All Board approved leaves of absence,

2. All time while on disability retirement up to a maximum of five (5) years, and

3. All time during suspension if the teacher is later reinstated.

B. If a reduction in staff becomes necessary (as defined in Section D), a teacher's contract shall be suspended in accordance with Section 3319.17 of the Ohio Revised Code. A teacher whose limited contract has been suspended shall be considered for reappointment to fill a subsequent vacancy for which he or she is qualified during the term of his or her contract. Written notification will indicate one (1) or more of the permissible reason(s) for reduction in teaching staff noted below in Section C. Teachers to whom this paragraph applies shall be notified of all vacancies.

C. Reductions in teaching staff shall be made by the Board for the following reasons:

1. Decrease in pupil enrollment.

2. Suspension of schools or territorial changes affecting the school district.

3. Return to duty of a regular teacher from leave or disability retirement.

4. Elimination or reduction of courses of study provided that notice is given to the Association and teachers in potentially affected areas as early as possible, but no later than April 30. Additionally, the Superintendent shall sign applications for certification/licensure submitted by teachers in those potentially affected areas, when such applications meet the criteria established by the State Department of Education for certification/licensure. The application will be signed on a yearly basis as long as the teacher continues to make satisfactory progress toward permanent certification/licensure.

5. Financial reasons.

D. The Superintendent shall meet with representatives of the Association by April 30 to discuss the possible effects, resulting from the issuance of temporary certification/licensure, upon other members of the bargaining unit with regard to rights or RIF. The intent of this language is to allow members of the bargaining unit, who may

be directly or indirectly affected by the elimination or reduction of courses of study, ample time to protect their rights or RIF.

E. Having made a determination that a reduction in staff and suspension of one (1) or more contracts is necessary, the Superintendent shall cause notice to be given to the affected teacher(s) by April 15 or as soon as practicable in case notice by April 15 is not possible. In any event, notice shall be given to the teacher(s) prior to recommendation of such action to the Board.

F. In the event that staff reductions and subsequent suspension of contract(s) becomes necessary, the Association shall receive, along with all teachers to be reduced, a seniority list by tenure, including each teacher's area(s) of certification/licensure.

G. All suspensions of contracts pursuant to this Article shall be made as follows:

1. The suspension of contract shall occur to non-tenured teachers first by area of certification/licensure. The second decision point shall be teacher evaluation (based on three (3) most recent final evaluations, when available) and the third decision point is seniority.

2. In the event two (2) or more teachers' continuous service began the same date, the date the Board authorized the contract shall take precedence. In the event, two (2) or more teachers were hired at the same Board meeting, the teacher with the most regular teaching experience shall be the next criteria for establishing seniority. If these criteria are also equal, then seniority shall be granted to the teacher who is certified to teach the greatest number of subjects.

3. Should it become necessary to suspend the contract of any tenured teacher, such suspension shall be made from tenured teachers first based on teacher evaluation (based on three (3) most recent final evaluations, when available) and second on seniority.

4. Retention rights shall accrue to all teachers with their respective contract status groups, but in no event shall a non-tenured teacher exercise retention rights over tenured teachers. The right to retention shall be limited to areas of certification/licensure, and no assignment shall be claimed outside of one's area(s) of certification/licensure.

5. Part-time regular teachers shall have seniority and retention rights to their positions as provided by the contract without limitation due to their part-time status.

H. Teachers whose contracts have been suspended for the reasons set forth in this Article shall have recall rights in the following order:

1. First recall rights shall be given to tenured teachers first by area of certification/licensure. The second decision point shall be teacher evaluation (based on three (3) most recent final evaluations, when available) and the third decision point is seniority. The first refusal by the tenured teacher to exercise a recall right shall not remove the teacher from the recall list. A second refusal in a succeeding year may remove the teacher from the recall list.

2. If the vacant area(s) cannot be filled by recall of tenured teachers, then non-tenured teachers shall be recalled first by evaluation results (based on three (3) most recent final evaluations, when available) and then by seniority according to area(s) of certification/licensure. The first refusal to exercise a recall right shall not remove the non-tenured teacher from the recall list. A second refusal in a succeeding year may remove the teacher from the recall list.

3. Recall letters shall be sent by proof of sending mail. Teachers who choose to exercise their recall rights must reply in writing to the Board. This response must be postmarked no later than ten (10) calendar days following the date of mailing. Failure to reply shall be considered a refusal.

4. It shall be the responsibility of teachers on the recall lists to keep the Board apprised of their current mailing address.

5. It shall be the responsibility of the Board to see that teachers on the recall lists are fully informed in writing regarding the exercise of recall rights as described in Article XIII, Section H.

I. The non-renewal of contracts shall not be used as a means to obtain reduction in the number of staff members.

ARTICLE XIV - EFFECTS OF CONTRACT

14.01. Severability

It is agreed that the matters contained in this Contract, except where specifically qualified elsewhere in this Contract, are not subject to further negotiations during the life of this Contract unless such matters can be clearly shown to:

A. Fall within the definition of the scope of negotiations provided as Section 2.02 of this Agreement.

B. Conflict with newly enacted state or federal or local legislation rule or regulation, as shown below:

In the event there is a conflict between a provision of this Contract and O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency, shall prevail as to that provision. All other provisions of this Contract which are not in conflict with O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Contract, there is a change in O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Contract, 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 requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition in an expedient manner, not to exceed thirty (30) days by demand of either party.

14.02. Complete Agreement

This Agreement incorporates the agreement reached by the parties on all issues which were subject of negotiation. This Agreement may be altered, changed, added to, deleted from or modified through the voluntary mutual consent of the parties in writing as an amendment to this Agreement.

14.03. Rights Under Law

Nothing contained herein shall be construed to deny to any teacher rights he or she may have under any other law.

14.04. Non-Discrimination

The Board will not discriminate against any employee in violation of any applicable law governing discrimination on the basis of race, color, creed, marital status, national origin, ethnicity, religion, age, sex, sexual orientation, pregnancy, disability, genetic information, or Association membership or activity.

14.05. Availability of Contract

A link to a true and accurate copy of the Contract shall be posted on the District's website shortly following complete execution and approval of the Contract by the parties.

14.06. Board Policies and Procedures

Board policies are available online. All teachers shall be notified when policies are added, changed or deleted.

14.07. Privacy in the Workplace

The Board will respect the right of the teacher to have a private desk and work materials. No teacher shall have Teacher possessions searched while on school property without cause.

ARTICLE XV - DURATION OF CONTRACT

The Board and the Association agree to abide by the terms of this Agreement. This Agreement is in full force and effect from August 1, 2025 through July 31, 2028.

YELLOW SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

Terri Holden, Superintendent — Date 6/12/25

Jay McGrath, Treasurer — Date 6/12/25

Megan Winston, Principal — Date 6/12/25

Jack Hatert, Principal — Date 6/12/25

Amy Bailey, Board Member — Date 6/12/25

Judith Hempfling, Board Member — Date 6/12/25

YELLOW SPRINGS EDUCATION ASSOCIATION

Naomi Hyatt, YSEA President — Date 6-9-25

Sarah Amin, Committee Member — Date 6-9-25

Eli Hurwitz, Committee Member — Date 6-9-25

Kathleen Miller, Committee Member — Date 6.9.25

William Neal, Committee Member — Date 6.9.25

Lorrie Sparrow-Knapp, Committee Member — Date

Jasmine Williams Holston, LRC — Date 6-9-25

APPENDIX A – GRIEVANCE FORM

GRIEVANCE FORM

Distribution of Form:
Step I: Immediate Supervisor/Director
Step II: Superintendent
Step III: Mediation
Step IV: Arbitration

Grievance # _____

Name of Grievance: _____

Date Filed: _____

A. Date cause of grievance occurred: _____

B. Within ten (10) days of occurrence, an informal grievance was discussed with: _____

C. Date of informal discussion: _____

D. Statement of Grievant(s): _____
_____
_____
_____

E. Specific Article(s) and Section(s) claimed to be violated: _____
_____
_____
_____
_____

F. Relief Sought: _____
_____
_____
_____
_____

Signature of Grievant: _____ Date: _____

Step 1 (Within 5 days of the Informal Discussion)

Received by: _____ Date: _____

Disposition of immediate supervisor/director: _____

_____

_____

_____

_____

Signature of Grievant(s): _____ Date: _____

Step 2: Referred to Superintendent (Within 5 work days of the response to Step 2)

Received by: _____ Date: _____

Disposition of Superintendent: _____

_____

_____

_____

_____

Signature of Grievant(s): _____ Date: _____

Step 3: Mediation (Within 10 work days of the response to Step 3)

Signature of consent by Superintendent: _____

Date: _____

Signature of consent by Grievant(s): _____

Date: _____

Step 4: Binding Arbitration Notification to Superintendent (Within 10 work days of Step 4)

Signature: _____ Date: _____

APPENDIX B – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

Mission: The mission of the Yellow Springs Exempted Village Schools LPDC is to foster and encourage professional staff development and ensure a fair and equitable processing of licensure.

Definition: The committee defines professional development as any course, activity, inservice or experience that enhances the educational growth of staff members to impact the learning of students in a positive way and support the mission of the District.

Bylaws

A. **Structure and Purpose**: In accordance with ORC 3319.22, the Yellow Springs Exempted Village Schools Local Professional Development Committee (LPDC) is established to review and implement standards and requirements for professional educator certificates and licenses. The LPDC shall decide equivalent activities toward Continuing Education Units (CEU's*); develop a format for Individual Professional Development Plans for district-wide use; establish a district-wide Entry-Year Program pursuant to Department of Education Rules and Regulations 3301-24-04; establish a Mentor Program as appropriate for the Entry-Year Program and/or other assistance; implement appropriate training for all members; maintain confidentiality; and to establish and implement an appeals procedure.

B. **Membership**:

a. Composition: The LPDC shall be comprised of five (5) members. Three (3) shall be teachers. Two (2) shall be administrators.

b. Appointment: Three (3) teacher members shall be appointed as per YSEA Constitution and Bylaws. Two (2) administrative members shall be appointed by the Superintendent.

c. Duties of the Committee:

1. Foster a standard of continuous improvement within the District.
2. Promote alignment of professional growth with individual, student, building, and district needs and goals.
3. Emphasize student learning and achievement.
4. Guide the development of Individual Professional Development Plans.
5. Consider a broad range of approaches to professional development.
6. Validate educator professional development by the approval and issuance of Continuing Education Units within the District.

* Ten (10) contact hours = one (1) CEU

d. Term: Teacher members shall serve a term of two (2) years in a staggered rotation as per the YSEA Constitution and Bylaws. The terms of the administrative members will be at the discretion of the Superintendent.

e. Vacancy: In the event there is a vacancy for a teacher member of the LPDC, a new member will be appointed per YSEA Constitution and Bylaws to fulfill the vacant term. Administrative vacancies will be filled by appointment of the Superintendent.

C. LPDC Operating Procedures:

a. Organization: Members of the LPDC shall elect a chairperson. Additionally, the LPDC shall determine its operating procedures and schedule of meetings by consensus. Where consensus is not possible, a vote of the majority of the full membership of the committee shall be required for action.

b. Removal of a Member: A member who is not fulfilling his or her duties on the LPDC may be removed for just cause by a vote of a simple majority of all other members of the committee.

c. Teacher Individual Professional Development Plan: In accordance with ORC 3319.22 and the Department of Education Regulation 3301-24-08, each educator who desires to fulfill license or certificate renewal requirements is responsible for the design of an Individual Professional Development Plan (IPDP) subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District. The Individual Professional Development Plan must be approved by the LPDC at least two (2) years prior to issuance of a certificate or license.

d. Completion of the IPDP: Educators will complete the IPDP on the prescribed form(s) and in the prescribed manner for the period of time remaining on any provisional or professional certificate(s)/license(s). If the IPDP is reviewed by the LPDC and pre-approved, the educator may work toward completion of identified goals throughout the life of the IPDP. The educator should maintain a log of professional growth activities for his or her own review and for later post-approval by the LPDC prior to the time of renewal. The educator should seek approval for any change in the IPDP during its life prior to implementing the change. It is likewise the responsibility of the educator to maintain a personal record of all locally approved CEU's and university transcripts. Previously approved IPDP's of teachers new to the District will be honored by the LPDC.

e. Appeals Process: If the IPDP is rejected by the LPDC, the educator shall be given a copy of the IPDP review criteria with reasons for rejection clearly indicated.

Educators may then submit a revised plan within thirty (30) days of the initial rejection notice, or submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns.

In the event the LPDC does not approve an educator's IPDP or does not approve an educator's professional development used for renewal of a certificate or license, the educator should contact the LPDC Chairperson for direction concerning the initiation of an appeals process.

The appeals process shall include the following:

1. Rejection by the LPDC of the educator's IPDP and/or other professional development work applied to the renewal of a certificate or license.
2. The LPDC and/or educator should request consideration.
3. Following reconsideration, the LPDC again votes to approve or reject the revised proposal.
4. If the lack of approval still exists, the educator may request the formation of a three-person appeals panel which shall review and rule on the LPDC decision.
5. The panel shall consist of:
    a. The YSEA President or his or her designee.
    b. The Superintendent.
    c. An educator chosen by the educator filing the appeal.
6. The appeals panel is the final step in the local resolution of the appeal.
7. An educator may appeal the decision of the local appeals panel to the Department of Education.
8. A final appeal may be made to the Court of Common Pleas.

APPENDIX C – SICK LEAVE BANK REQUEST FORM

Sick Leave Bank Request Form

To: Sick Leave Bank Committee

From: _____

Date: _____

Subject: Sick Leave Bank Request

I request _____ days from the Sick Leave Bank to become effective on the date of _____, the date on which my personal and sick leave days were exhausted, for the following reason/s:

_____

_____

_____

Attached is a medical statement from my doctor giving the reason/s for my absence and the estimated date I can return to work.

Name:_____

Address: _____

_____

Phone:_____

_____ _____

Signature Date