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MASTER AGREEMENT

between the

SALEM CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

SALEM EDUCATION ASSOCIATION

Effective September 1, 2025 to August 31, 2028

TABLE OF CONTENTS

ARTICLE I — RECOGNITION 1

ARTICLE II — RIGHTS 1

A. Association Rights 1

B. Management Rights 4

ARTICLE III — NEGOTIATIONS PROCEDURE 5

C. Scope of Negotiations 5

D. Agreement 5

F. Impasse 5

G. Representation 5

H. Negotiation Meetings 6

I. Press Releases 6

ARTICLE IV — GRIEVANCE PROCEDURE 6

A. Definitions 6

B. Rights of the Grievant and the Association 6

C. Time Limits 7

D. Informal Procedure 7

E. Formal Procedure 8

ARTICLE V – TERMS AND CONDITIONS OF EMPLOYMENT 9

A. Personnel Record File 9

B. Length of School Year 10

C. Length of Work Day 11

D. Online Training 11

E. Lesson Plans 11

F. Class Size 12

G. Participation in Open House 12

H. Parent Conferences 12

I. Teacher Assignments 12

J. Vacancies 13

K. Seniority 14

L. Voluntary Transfer 14

M. Involuntary transfer/Reassignment 14

N. Work Environment 15

O. Elementary Bargaining Unit Members 16
P. Attendance When Schools Are Closed for Emergencies 16
Q. Participation in PTA (PTO) 16
R. Teacher Lunch Periods 16
S. Experience Credit 17
T. Rehiring Retired Employees 17
U. Duty Free Period 18
V. Extra Duties 19
W. Ohio Resident Educator Program 19
X. Building Meetings 20
Y. Progress Reports 20
Z. Curriculum Development 21
AA. Students with Special Needs 21
BB. Student Code of Conduct 22
CC. Public Criticism 23
DD. Traveling Teachers 23
EE. Local Professional Development Committee 23
FF. Morning Detention and Saturday School Monitors 25
ARTICLE VI — BENEFITS 26
A. Sick Leave 26
B. Sabbatical Leave 27
C. Parental Leave 28
D. Leave for Personal Illness 30
E. Jury Duty/Witness Leave 30
F. Unpaid Leave of Absence 31
G. Assault Leave 31
H. Personal Leave 32
I. Professional Leave 33
J. Association Leave 33
K. Family Medical Leave Act FMLA 33
L. Recognition Pay 33
M. Life Insurance 34
N. Medical Insurance 34

O. Dental Insurance 37
P. Optical Insurance 37
Q. Tuition Reimbursement 38
R. Teaching License Renewal Reimbursement 38
S. Hepatitis/Meningitis Shots 38
T. Section 125 Tax Shelter 38
U. Premium Holidays 38
V. Spousal Coverage 38
W. Same Sex Marriage 39
ARTICLE VII — COMPENSATION 39
A. Salaries 39
B. Paydays 40
C. Bargaining Unit Member Salary for One Day 40
D. Retirement Provisions 40
E. Mileage 42
F. Extended Time 42
G. Salary 42
H. Salary Adjustment 42
I. Supplemental Salary Provision 43
J. Curriculum Compensation 43
K. Payroll Deductions 43
L. Tuition Waiver for Bargaining Unit Member Dependents 44
ARTICLE VIII — JOB SECURITY 44
A. Termination and Non-Renewals 44
B. Reduction in Force 44
C. Ohio Teacher Evaluation System (OTES 2.0) Evaluation 48
D. Required Meeting or Hearings 57
E. Just Cause 58
F. Criminal Records Check 58
ARTICLE IX — GENERAL PROVISIONS 58
A. Severability 58
B. Equal Opportunity 58
C. Effects of the Agreement 58

APPENDIX A-1 2025-2026 CERTIFIED SALARY SCHEDULE 61
APPENDIX A-2 2026-2027 CERTIFIED SALARY SCHEDULE 62
APPENDIX A-3 2027-2028 CERTIFIED SALARY SCHEDULE 63
APPENDIX B-1 SUPPLEMENTAL PAY 64
APPENDIX B-2 Creation or Alteration of Supplemental Contracts 68
APPENDIX B-3 Application for Creating New Supplemental Position 69
APPENDIX C-1 GRIEVANCE PROCEDURE INFORMAL 70
APPENDIX C-2 GRIEVANCE PROCEDURE FORMAL 71
APPENDIX D APPLICATION FOR ASSAULT LEAVE 72
APPENDIX E SICK LEAVE TRANSFER 73
APPENDIX F 74
APPENDIX G-1 75
APPENDIX G-2 77
APPENDIX H-1 78
APPENDIX H-2 88
APPENDIX H-3-A 91
APPENDIX H-3-B 95
APPENDIX H-4 97
APPENDIX H-5 98
APPENDIX H-6 99

ARTICLE I — RECOGNITION

The Board of Education of the Salem City School District, hereinafter referred to as the Board, recognizes the Salem Education Association, OEA/NEA Local hereinafter referred to as the Association, as the sole and exclusive bargaining agent for the members of the bargaining unit, which shall consist of classroom teaching personnel, including, but not limited to: guidance counselors, school speech and hearing therapists, reading teachers, librarians, tutors, school social workers, visiting teachers, gifted teachers, and in-school suspension teachers under contract with the Board, on a full or part-time basis, certified in accordance with the requirements of the O.R.C. Excluded from representation shall be the Superintendent, Assistant Superintendent, all administrative directors, Principals, assistant Principals, supervisors, administrative coordinators, administrative assistants, psychologists, Hannah E. Mullins School of Practical Nursing teaching nurses, auxiliary service personnel, part-time substitute teachers (less than one hundred twenty [120] days), and any person in administration and supervision of professional personnel which requires administrative certification under O.R.C. 3319.22.

The In-School Suspension teacher will be paid at Step Zero of the Bachelor's salary schedule, will be a member of the bargaining unit, will not be a part of any seniority list and will be non-renewed in April of each year. If the Superintendent determines to fill the In-School Suspension position with a bargaining unit member who is on the RIF list, the bargaining unit member will be paid at their current salary and will retain their seniority. This position is not subject to posting. Should any B.U.M. seek this position regardless of the circumstances, the individual shall be paid at the Bachelor's, Step Zero rate.

Teachers assigned to the Salem City Schools by the Columbiana County Educational Service Center will be excluded from the bargaining unit. Under no circumstances will bargaining unit work be lost due to the assignment of those teachers.

The Board of Education will provide nursing services for the Salem City Schools.

ARTICLE II — RIGHTS

A. Association Rights

The Association shall have the exclusive organizational rights listed in the Article.

1. The President of the Association shall receive the following information at least forty-eight (48) hours prior to a Board meeting; a copy of the agenda which shall include:

   a. A copy of the minutes of the previous Board meeting and public attachments;

   b. The Financial Report for the most recent period;

The Association is further entitled to receive a copy of the June 30th Fiscal Year Report Revenues and Expenditures when available and other public reports relative to the financial condition of the school district.

2. Board Meeting Participants

The Board shall allow an Association Representative a reasonable period of time to speak during the time reserved for public discussion at regular Board meetings.

3. School Mail

The Association shall have the right to transport mail from one school to another within the District by school mail. The Association has the right to use the regular school mailboxes.

4. Use of Bulletin Boards

The Association shall have the right to use school bulletin boards located within teacher lounge areas and offices.

5. Teacher Orientation

The Board shall allow an Association Representative to address new teachers for a reasonable period of time during orientation meetings.

6. Use of School Buildings

a. When requested. the Association shall have the right to use the school building, at no cost, for Association meetings before/or after the teacher workday provided such use does not conflict with previously scheduled events.

b. The Association President shall have the opportunity to announce membership meetings and matters under consideration at regularly scheduled faculty meetings.

7. Use of School Equipment

The Association shall have the right to use school copying equipment and computers when such equipment is not needed for school business. The Association shall provide its own paper.

Use of school email shall be governed by the Board's acceptable use policy. Bargaining unit members understand that school email is not private or confidential.

8. School Calendar

The Association shall be made aware of and given the opportunity to give its views concerning any changes in the school calendar. This shall not in any manner or form be considered to affect the right of the Board to determine the school calendar pursuant to Article II herein. If the State determines to add additional days to the school year, the Administration and SEA will meet to discuss how the additional days will impact the school calendar.

9. Fair Share Fee

This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. (2018), and will not be implemented, but is preserved should the law change in future years.

All bargaining unit members whose first employment is effective with the commencement of the 1994/95 school year shall either (1) be a member of the Salem Education Association paying dues according to its structure; or (2) pay a fair share fee for representation, service and benefits in an amount equal to annual dues of a Salem Education Association member. All bargaining unit members may either authorize payroll deduction for the payment of dues and/or fees, or remit payments directly to the Treasurer of the Salem Education Association.

The dues rates or fair share fee rates shall be transmitted by the SEA to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Salem Education Association.

In relation to the payment of dues or fees, any bargaining unit member who fails to comply shall be subject to a lawsuit for collection of delinquent fees or dues. In all cases it becomes the Association's responsibility to initiate and finance a lawsuit.

The Salem Education Association shall indemnify and hold the Board of Education harmless from any action brought against the Board as a result of the provisions of this article.

Upon timely demand, non-members may appeal to the Salem Education Association the payment of fair share fee pursuant to the internal procedure adopted by the Salem Education Association, or such non-member may submit such appeals as provided by law. Non-association members' deductions shall stop at the same time that dues deductions stop for Association members.

Payroll deduction of such annual fair share fee shall commence on the first pay date. which occurs on or after January 15th annually. In the case of bargaining unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

a. Sixty (60) days employment in a bargaining unit position; or

b. January 15th

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first payday occurring on or after forty-five (45) days from the termination of membership.

10. All notices, except grievance materials and materials referenced in Article V(A), to or from the Association or bargaining unit members, required under this Agreement, shall be delivered by electronic mail.

B. Management Rights

Subject to the provisions of this Agreement, the Board hereby retains and reserves all rights and responsibilities pursuant to the O.R.C. Chapter 4117.08, which includes the following:

1. the right to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure

2. the right to direct, supervise, evaluate, or hire employees

3. the right to maintain and improve the efficiency and effectiveness of governmental operations

4. the right to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted

5. the right to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees

6. the right to determine the adequacy of the workforce

7. the right to determine the overall mission of the employer as a unit of government

8. the right to effectively manage the workforce

9. the right to take actions to carry out the mission of the public employer as a governmental unit

Any subsequent amendments modifying management rights to this or any other section of the O.R.C. will be deemed included within this provision unless clearly in conflict with existing provisions of this Agreement.

ARTICLE III — NEGOTIATIONS PROCEDURE

A. Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party between one hundred fifty (150) and sixty (60) days prior to the expiration of this Agreement. The parties shall hold their first negotiations session at a mutually agreed upon date and time. The above times may be changed by mutual agreement.

B. The representatives of each party will be authorized and empowered to establish agendas, to negotiate the issues and matters between the parties, and to develop tentative or preliminary agreements thereon. In addition to compensation and insurance items, each party shall present no more than eight (8) additional proposals for negotiations.

C. Scope of Negotiations

The Scope of Negotiations is defined as all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a Collective Bargaining Agreement.

D. Agreement

As tentative agreements are reached above parties will initial said agreements. When tentative agreement is reached on all items and subject to negotiations, the proposed agreement shall be submitted to the Board and Association for ratification.

E. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board and the other by the Association. The third copy shall be filed within the State Employment Relations Board (SERB) by the Board

F. Impasse

1. In the event that an agreement has not been developed by the sixtieth (60^{th}) day of the negotiations period, either party may request services of the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed upon mediator/mediation service. Both parties agree to equally share any costs associated with the use of a mediator/mediation. The assigned mediator shall have the requisite authority to call meetings between the parties.

2. In the event that the parties are unable to conclude an agreement within twenty (20) days after the mediator has entered into the negotiating process, the Association has the right to proceed in accordance with O.R.C. 4117.14(D)(2).

G. Representation

Representation at all negotiation meetings shall be limited to a team of six (6) designated representatives plus one outside consultant of the Board and the Association, respectively.

H. Negotiation Meetings

1. Negotiation meetings shall be closed to the press and public. Meetings shall be held on a weekly basis unless the parties mutually agree otherwise.

2. Either party may recess for caucuses of reasonable length at any time, but in no event shall such caucuses exceed one (1) hour unless by mutual agreement.

I. Press Releases

Neither party shall release any information to the media regarding negotiations without the expressed approval of the other party up to the time of invocation of the impasse procedures defined above (Paragraph G).

ARTICLE IV — GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation, or misapplication of the written provisions of the negotiated Agreement between the Association and the Board of Education.

2. "Grievant" shall mean an identified member of the bargaining unit.

3. A "class or group" grievance is a grievance that affects three (3) or more bargaining unit members with at least one (1) identified member of the class or group. The Association President may file a grievance affecting the bargaining unit based upon an alleged violation of the contract.

4. "Supervisor" shall mean any administrator having immediate supervisory responsibility over the grievant or any supervisor of any building in which the grievant is assigned. Supervisor shall mean any administrator during a vacation or calamity period, or proceed to Step 3 of the grievance procedure.

5. "Days" shall mean work days during the regular school year. During the summer months, "days" means calendar days, exclusive of Saturdays, Sundays and legal holidays.

B. Rights of the Grievant and the Association

1. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. A grievant may choose to be accompanied at all times and at all steps of the grievance procedure by a representative.

2. In the event the supervisor is not vested with the authority to resolve the grievance, the teacher and the supervisor, following a conference, may waive Step II and proceed to Step III.

3. No reprisals of any kind shall be taken by the Board, or any member of the Administration against any grievant, representative, member of the Association or other participant in a grievance because of such participation. Likewise, no reprisals of any kind shall be taken by the grievant or his/her representatives or the Association against administrators or the Board.

4. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.

C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is a maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties.

2. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits set forth hereafter will be deemed waived and void and not subject to grievance or arbitration proceedings. If the Board fails to reply within the specified time limits as required hereafter, the grievance shall be automatically sustained in favor of the grievant. The time limit specified for either party may be extended only by written mutual agreement.

3. All notices of conferences, dispositions of grievances. written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail. return receipt requested. The bargaining agent shall receive copies of all notices.

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

D. Informal Procedure

Step One: A grievance shall first be presented to the Principal or supervisor within thirty (30) days of the time the grievant knew or should have known of the act or condition upon which the grievance is based. The grievant shall complete the informal grievance form (Appendix C-1) and submit it to the Principal or supervisor during this meeting. During the summer months, the thirty (30) days may be waived but will begin on the first workday of the next school year.

E. Formal Procedure

1. Step Two: If the grievance is not resolved by the informal procedures, it may be pursued further by submitting a completed Grievance Report Form (Appendix C-2), which must cite specific sections of the contract being grieved, by the tenth (10^{th}) day following its presentation at the informal level.

   A copy of this form shall be submitted by the grievant to the supervisor. Within five (5) days of receipt of the Grievance Report Form, the supervisor shall meet with the grievant. The supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, Association, and the Superintendent. Paragraph "C.2." above shall apply to each step herein.

2. Step Three: If the grievant is not satisfied with the disposition of the grievance in Step 2, the grievant shall request in writing of the Superintendent, a conference which shall be conducted by the Superintendent within ten (10) days. Failure to file such an appeal within ten (10) days from receipt of the written disposition of Step 2 shall constitute a waiver of the right to appeal. The Superintendent shall dispose of the grievance in writing; with reasons stated, within five (5) days after the conclusion of said conference. Copies of the written disposition shall be sent to the grievant and the Association. Paragraph "C.2." above shall apply to each step herein.

3. Step Four. If the grievant is not satisfied with the disposition of the grievance at Step Three, the Association may, within fifteen (15) days from the receipt of the Step Three answer, submit a written request for mediation to the Superintendent. In the event that the grievance is not submitted to mediation within the prescribed time limits, the grievance shall be considered resolved based upon the Step Three decision. If the parties mutually agree to proceed with mediation, the Association shall submit a request to the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed upon mediator/mediation service. to provide a mediator to assist the parties. The mediator will not issue any written decision with regard to the grievance but will attempt to help the parties find a mutually agreeable resolution to the grievance. Paragraph "C.2." above shall apply to each step herein. Both parties agree to equally share any costs associated with the use of a mediator/mediation.

4. Step Five: If the grievant is not satisfied with the disposition of the grievance at Step 4, the grievant, through the Association, may within fifteen (15) days from

the date of the Step Four mediation session, make a written request for a hearing -before an arbitrator. Paragraph "C.2." above shall apply to each step herein.

The grievant and his/her designated representative shall petition the Federal Mediation and Conciliation Service or another mutually agreed upon mediator/mediation service to provide both parties with a list from which an arbitrator will be selected by mutual agreement or the alternate strike method. Both parties agree to equally share any costs associated with the service.

The arbitrator so selected shall be requested to hold a hearing on the earliest date available, and unless such time is extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the day of the hearing. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract nor add to, detract from, or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed therein. All expenses for the arbitrator shall be shared equally by the Board and the Association.

ARTICLE V – TERMS AND CONDITIONS OF EMPLOYMENT

A. Personnel Record File

1. There will be established and maintained one (1) official personnel record file on each bargaining unit member. This file will be maintained in the central office.

2. The Association President shall be notified as to the location of personnel files.

3. A teacher making a request to view his/her file before noon shall have access by 3:00 p.m. the same day. A teacher making a request to view his/her file in the afternoon shall have access the next day. The only exception to the above policy is for an emergency (defined as an unforeseen, unexpected random event).

4. Bargaining unit members will be notified when/if their personnel records are requested by non-school personnel. In the event of such a request, the bargaining unit member may review his/her file in timely relation to the request and, if feasible. prior to release of the information. These personnel records shall include, but are not limited to, the following items:

   a. Application for employment. including references

b. Ohio Teaching Certificate

c. Transcript of college credits showing official record

d. Record of military service if applicable

e. Record of tuberculosis test or x-ray

f. Member evaluations

5. Bargaining unit members will be notified when material is added and shall have the opportunity to review and reply to all material in a written statement to be attached to the filed copy.

6. With the exception of items (a) and (f) above, (applications, references, and evaluations) bargaining unit members may challenge the accuracy of information contained in that member's file. If the member discovers something which he or she deems to be inaccurate, it is the responsibility of that member to provide substantiation for the correction and such corrections will be made.

7. Teachers shall be informed of any complaint by a parent and/or student which may become a matter of record.

8. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.

9. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.

10. Written reprimands and/or critical letters or items of a disciplinary nature will be maintained in the member's file for a period not to exceed five (5) years.

11. Exceptions to Item 10. of this section may be made by the Superintendent or designee when the reprimand or disciplinary letters are material to a pending grievance or litigation.

12. Upon the request by the teacher, said teacher shall be entitled to a photocopy, at no cost, of the contents of his/her personnel file except employment references which are labeled confidential.

13. All personnel records are subject to and will be maintained in accordance with the Ohio Privacy Act and the Ohio Public Records Act. A bargaining unit member will be notified within one (1) workday with the date and the name of the observer when his/her file is accessed. Copies of any copied materials will be supplied to the bargaining unit member within two (2) workdays.

14. All tile entries, except those detailed in Article V, Item A., Paragraph #1 and other entries which are considered to be "operational" (i.e. contracts, salary notices, tuition reimbursement information, etc.) shall be signed and dated by the Superintendent, Principal or supervisor or any other administrator submitting the entry and the bargaining unit member shall receive a copy' when the entry is made.

B. Length of School Year

Bargaining unit members shall work for one hundred eighty-four (184) days.

178 Student Days

2 Inservice Days

2 Conference Days

2 Teacher Work Days

The pre-school year work day and/or in-service day will be scheduled no sooner than the week prior to the first day of classes.

Pre-school year work day will include a ninety (90) minute meeting at the opening of the day with building administrators. The remainder of that day will be uninterrupted.

Members of the bargaining unit are only required to work on the one hundred eighty-four (184) days so outlined above.

In the event that the District applies for and is granted "Waiver Day(s)" from the Ohio Department of Education, those days shall be included in the one hundred seventy-eight (178) student days and shall be treated as Professional Development and/or In-service Days. This provision does not include/replace professional leave days as defined in Article VI - I.

The staff will work any make-up days beyond six (6) calamity days as part of their regular salary. Remote/virtual instruction and/or learning shall not be used in lieu of calamity days.

C. Length of Work Day

The school day for bargaining unit members shall not exceed seven (7) hours thirty-five (35) minutes. Except for optional early-bird or late classes, no school building shall begin classes prior to 7:30 a.m. nor end classes after 3:45 p.m. All schools shall have the flexibility to implement either an early bird class or a late day class/adjusted day to meet operational needs of the District. The program/alternative scheduling shall be on a semester by semester basis and can be dropped if interest or enrollment is insufficient. The optional early and late day class shall be voluntary. If there is a conflict between two

(2) or more staff members to teach the alternative schedule the tie shall be broken using seniority as the tie breaker.

These times shall include a lunch period and planning periods.

After normal student dismissal time, bargaining unit members may leave the building after notifying office personnel

D. Online Training

Members shall only be required to complete the minimum training required by Federal and/or State law and any courses recommended by Public School Works to protect the district's best interest. The list of online training by law shall be provided to members no later than August 15th prior to each school year.

E. Lesson Plans

It is the obligation of each bargaining unit member to have lesson plans and grade records available for inspection. Lesson plans shall be available for inspection upon request by the building Principal. Teachers will provide a copy of lesson plans to the Principal electronically upon request.

F. Class Size

Every attempt will be made to keep the Kindergarten classroom ratio as close as possible to 1:20 and 1-4 classroom ratio as close as possible to 1:25. If a special education student (DH, MH, LD, SBH, 504) is placed in a regular classroom for a subject(s) they will be counted in the total number of students in the teacher's class.

Teachers of specialties such as art, music, physical education, and special education will not be included in the teacher/pupil ratio.

G. Participation in Open House

Open House shall be held at the beginning of the school calendar year on a Teacher Workday unless a scheduling conflict occurs and then an alternative date shall be mutually agreed upon by the Association and the Board. Except for members assigned to more than one (1) building, members shall not be required to attend more than one (1) Open House per school year and shall not be required to stay more than one and one-half ($1^1/_2$) hours. Members assigned to more than one (1) building and required to attend more than one (1) Open House shall not be required to stay longer than one and one-half ($1^1/_2$) hours.

H. Parent Conferences

Members shall be required to attend two (2) parent conferences each school year. One (1) conference shall be scheduled in either October or November and the second in

February. Each conference will consist of one (1) evening conference of six (6) hours following a day of classes. These conference days shall precede a compensation day.

The time and length shall be that as indicated in the above paragraph and shall be within the one hundred eighty-four (184) day school year.

Members whose graduate course schedules conflict with a scheduled Parent/Teacher conference, upon request, shall receive a letter from their building Principal addressed to their course instructor explaining that their absence from the course that day is due to their attendance at the Parent/Teacher conference and further requesting that the member receive an excused absence from the course for the day.

I. Teacher Assignments

All bargaining unit members shall receive, in writing, prior to June 10th of each year, their tentative assignment for the ensuing school year relative to subjects, period and/or grade level. Changes may be necessary prior to the beginning of the school year in accordance with the negotiated procedure regarding voluntary/involuntary transfers.

J. Vacancies

1. A vacancy exists when the Board plans to fill a position(s) caused by one of the following:
   - Death
   - Retirement
   - Resignation
   - Non-renewal
   - Termination
   - Transfer
   - Promotion
   - Leave of Absence beyond one (1) year
   - New position

2. All vacancies for certified staff that occur during the school year shall be emailed and posted within one (1) month of the known vacancy. All vacancies for certified staff shall be emailed and posted conspicuously in every building during the school year. Such notices will be dated at the time of posting. When school is not

in session, notification of vacancies will be posted in the Treasurer's Office on the District's website, by email and the automated phone system.

3. The Association President shall be sent a copy of all posted vacancies by electronic mail only.

4. Each posting shall include the following:

   a. position(s) available

   b. certification and qualifications for job

   c. deadline for application

   d. effective starting date

   e. any additional pertinent information

5. If no applications are received (email response preferred) within five (5) school days (three [3] business days when school is not in session) of the date of the posting, it will be assumed that there is no interest in the position among staff members and the positions may be filled from outside the system.

6. A person hired to fill a posted vacancy must possess all of the posted minimum qualifications for the vacancies. If more than one (1) individual from the bargaining unit has applied for a vacant position, the qualified person with the greater seniority will be given the position. If the vacant position is awarded to a current bargaining unit member, the actual placement will not occur until the following school year if students are in session at the time the vacancy is awarded.

7. New members hired between September 1st, 2025 and August 31st, 2028 may be awarded bids into other bargaining unit positions under the terms of the Collective Bargaining Agreement between the Board and the Association if approved by the Superintendent. At the conclusion of the 2027-2028 school year, the new members hired between September 1st, 2025 and August 31st, 2028 will be entitled to all rights and terms of the Collective Bargaining Agreement between the Board and the Association.

8. The Superintendent, after complying with the above provisions, shall have the final authority with regard to the filling of vacancies.

K. Seniority

Seniority shall be defined as the continuous service of employment of a bargaining unit member beginning with the date of the Board meeting at which the bargaining unit member was hired and then by coin flip in the event of a tie (see Article VIII[B][6]).

L. Voluntary Transfer

Voluntary transfer teachers may request a change of assignment in accordance with the following procedure:

1. Bargaining unit members seeking a change in assignment shall file a written request with the building Principal and Superintendent for such change specifying the building, grade level and/or subject area desired. Such request shall be completed and submitted by April 15th prior to the school year in which the transfer would occur.

2. Those members who have indicated an interest in transferring to a vacancy shall be notified if such vacancy becomes available.

M. Involuntary transfer/Reassignment

1. If the Superintendent directs an involuntary transfer in the building, other buildings, subject or grade level, notification thereof shall be given to the involved teacher(s) by August 1st (except in emergencies) preceding the effective date of said involuntary transfer.

2. When involuntary transfers are necessary, a teacher's area(s) of certification, his/her teaching experience, and length of service in the Salem School system will be considered as a criteria in determining if a teacher is to be transferred. Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. The least senior bargaining unit member with the proper certification for the position shall be involuntarily transferred.

3. In the event that an involuntary transfer or change of assignment becomes necessary, the member(s) subject to transfer or reassignment will be notified in writing and given the opportunity to consult with the Superintendent regarding this matter. The involved teacher(s) may request representation of his/her choosing. The Superintendent, after complying with paragraph #2 shall have the final authority.

N. Work Environment

1. Telephone for Professional Use

The Board of Education agrees to provide at least one (1) phone in each building which shall be available for exclusive and private use of bargaining unit members during non-instructional times. Administration has the right to question excessive use. SEA will work cooperatively with Administration to ensure phone use is not being abused.

2. Bargaining unit members shall be provided with a lunch area separate from students.

3. Three (3) photocopiers will be maintained in the high school, and one (1) photocopier in each elementary building. All such equipment shall be maintained in working condition. Repair efforts shall be commenced upon receipt of notice of an equipment failure.

4. Computers shall be made available to the members in each building.

5. Each classroom shall have either a blackboard, whiteboard, or dry eraser board to complement instruction.

6. Windows, screens, and doors shall be kept in proper working order. Fans or ventilators shall be installed in all classrooms that do not have windows.

7. Public address interruptions shall only be at the beginning and end of the school day. Exceptions of this policy may be made upon the approval of the building Principal and his/her designee when the announcement is appropriate for the operation of the school.

8. There shall be clean, well-lighted faculty restrooms in each building.

9. There shall be a workroom containing equipment and supplies in each building. All workrooms shall have an exhaust fan or ventilator if there are no windows. Duplicating paper and transparencies will be provided.

10. The Board of Education agrees to make every effort to maintain the temperature above 68°F throughout each building.

11. The Board shall provide a safe and sanitary environment for the protection of the students and staff.

O. Elementary Bargaining Unit Members

Bargaining unit members who work in elementary buildings shall not be required to perform recess or lunch duty, except in an emergency.

Elementary bargaining unit members may be required to perform morning bus duty on a rotating basis. No more than one (1) bargaining unit member shall be assigned to perform bus duty during the morning. At least one (1) aide shall assist the bargaining unit member for morning bus duty (refer to Appendix B "Supplemental Pay for Afternoon Bus duty").

Aides shall not teach or perform bargaining unit work.

P. Attendance When Schools Are Closed for Emergencies

Bargaining unit members shall not be required to report to work when the school(s) are officially closed as a result of disease epidemic, hazardous weather conditions, damage to a school building, or other temporary circumstances due to utility failure rendering a school building unfit for school use. This provision may be waived, due to emergency circumstances, when it is deemed necessary by the Superintendent, to have members report to one (1) or more buildings. Employees will not receive additional compensation on make-up days.

Q. Participation in PTA (PTO)

Participation in PTA (PTO) or other related organizations is on a voluntary basis for all employees.

R. Teacher Lunch Periods

Each high school member shall be granted at least thirty (30) consecutive minutes, duty-free lunch period per day.

Each junior high member shall be granted at least thirty (30) consecutive minutes, duty-free lunch period per day.

Each elementary member shall be granted at least a forty-five (45) consecutive minutes, duty-free lunch period per day.

All lunches shall be scheduled during the middle of the school day.

S. Experience Credit

At the initial employment of a bargaining unit member, he/she shall be given experience credit as follows:

1. One (1) year of credit shall be given for each year of full-time teaching service consisting of at least one hundred twenty (120) days as a teacher certified pursuant to O.R.C. 3319.22 in approved teaching programs of the public schools of Ohio up to and including twenty (20) years.

2. One (1) year of credit may be given for each year of military service and for each year of teaching experience as a teacher certified pursuant to O.R.C. 3319.22 in a chartered, non-public school located in Ohio up to and including five (5) years.

3. It shall be in the sole discretion of the Superintendent to award teaching credit for out-of-state teaching service. Credit awarded for out-of-state teaching service may be awarded up to and including twenty (20) years.

4. The total allowance for credit for teaching and military service will be determined by the Superintendent in accordance with Provision 1 of this clause but may not exceed ten (10) years.

5. No service credit shall be given for the first five (5) years of service non-teaching experience in the vocational trade for which an individual teacher is being offered a teaching contract. Beginning with the sixth year of experience in the vocational trade, each year of experience shall count as one step on the negotiated salary scale schedule to a maximum of ten (10) years of experience in the non-degree column.

6. The Association President shall be notified of the names, addresses, and placement on the salary schedule for all new employees.

T. Rehiring Retired Employees

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired from a public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued one (1) year limited contracts, which shall automatically expire as a condition of employment. The teacher waives his/her right to a continuing contract under 3319.08 O.R.C. and 3319.11 O.R.C. Retired teachers will not accumulate seniority while employed as a retiree.

2. Neither 3319.11 O.R.C., 3319.111 O.R.C. or provisions of the Collective Bargaining Agreement regarding evaluation and/or non-renewal shall apply, and no retired teacher shall be awarded or be eligible for a continuing contract.

3. The following Articles shall not apply:

   a. Article VIII(B) - Reduction in Force, nor 3319.17 O.R.C. - Retirees shall have zero (0) seniority.

   b. Article VII(D) - Severance Pay

   c. Article V, Sections I, J, K, L - Vacancies, Seniority, Transfers, or bidding rights

4. Placement on the salary schedule shall be from zero (0) to ten (10) years at the discretion of the Board.

U. Duty Free Period

1. Each full time high school/junior high bargaining unit member shall be granted at least one (1) fifty (50) consecutive minute planning period per seven (7) period day or one (1) consecutive forty (40) minute planning period per eight (8) period

day. Such period shall be scheduled during the regular school day while students are in session unless modified by extended contract agreement.

2. Each elementary bargaining unit member shall be granted at least five (5) thirty (30) minute planning periods per five (5) day work week exclusive of those weeks in which special activities are scheduled, i.e., assemblies, field trips, etc. Each planning period shall be thirty (30) consecutive minutes. Such periods shall be scheduled during the regular school day and shall not include morning, lunch, or afternoon recess times during which children are under the supervision of non-certified personnel. In the event of state fiscal designation and art, music, library or physical education specialists are reduced, fifteen (15) minutes will be added for each lunch period (M-F) for K-6 during those lost times.

3. Planning periods for art, music, library, and physical education specialists shall be assigned when their yearly work schedule is made up.

4. When an approved substitute is not available and a bargaining unit member agrees to assume an absent teacher's instructional responsibility and/or duty assignment, he/she shall be compensated at the rate of thirty-five dollars ($35) per hour, per class period or fraction thereof. Payment will be made within two (2) scheduled pay periods. If multiple teachers are utilized to assume an absent teacher's instructional responsibility and/or duty assignment, the compensation (i.e., the rate of thirty-five dollars ($35) per hour per class period, or fraction thereof shall be split among the number of teachers necessary to assume the instructional responsibility or duty assignment.

5. During those recess periods when students are not permitted out of the building because of inclement weather, the elementary bargaining unit member shall not be required to direct or supervise in-building recess provided the elementary bargaining unit member may be required occasionally, on a rotating basis, to perform recess duty in the case of an emergency caused by the absence of an aide.

6. The Administration agrees to schedule special activities in such a manner so that no one bargaining unit member is consistently deprived of his/her planning period.

V. Extra Duties

If a bargaining unit member believes that an assigned duty is undesirable or more difficult, such member may request, in writing, a change for the next school year. If scheduling permits, an attempt will be made to rotate duties as requested.

W. Ohio Resident Educator Program

1. Salem Schools will participate in the Ohio teacher residency program, which shall be a four (4) year, entry-level program for classroom teachers. The resident educator program shall include the following components:

   a. Mentoring by teachers who are properly licensed;

   b. Counseling to ensure that program participants receive needed professional development; and

   c. Measures of appropriate progression through the program.

2. The resident educator program shall be aligned with the standards for teachers adopted by the state board of education and best practices identified by the superintendent of public instruction and Ohio law.

3. Each person who holds a resident educator license or an alternative resident educator license shall participate in the resident educator program. Successful completion of the program shall be required to qualify any such person for a professional educator license,

4. Mentors must meet all of the following qualifications:

   a. Holds a Five-year Professional License or above;

   b. Five years of teaching experience:

   c. Complete the school or District application process;

   d Be selected by the school or District to attend state-sponsored mentor training; and

   e. Successfully complete state-sponsored mentor training

5. The Board agrees to post mentor vacancies. Mentors will be assigned by the building Principal whenever possible by subject area/grade level/department. Participation will be voluntary. A list of currently trained mentors will be provided to the SEA President annually, upon request.

6. Mentors will be paid an annual stipend of eight hundred dollars ($800) for each participating resident educator supervised and will be provided twelve (12) hours of release time for observations and report preparation. Release time will be scheduled with the approval of the building Principal. The cost for required training will be paid by the Board. Time for required training will be paid at the curriculum rate or approved for administrative leave for each resident educator supervised.

7. The Resident Educator Program shall not replace the negotiated teacher evaluation system and will not be used to evaluate a resident educator.

X. Building Meetings

All building meetings and other meetings involving bargaining unit members shall be considered as part of the regular duties of members provided that such sessions shall not occur earlier than thirty (30) minutes prior to the teacher start time for grades 7-12 nor shall such meetings extend more than one (1) hour beyond the normal teacher dismissal time for grades K-12. The day and time for such meetings shall be determined at the beginning of each school year by a majority of the building staff. Such meetings shall be called only when necessary. Except in an emergency, notification of the date and time of such meetings shall be given at least two (2) days in advance. Except for those types of meetings noted below, it is expected that the normal total of such educationally oriented non-remunerated meetings should not exceed seventeen (17) hours per year. Excess meetings shall be compensated at the curriculum rate. one-third (1/3) of the seventeen (17) hours will be spent in collaboration with other teachers in grade level meetings, department meetings or team meetings. Meetings will not be scheduled on the day before a scheduled break.

Those meetings not subject to additional compensation are as follows:

1. IEP Meetings

2. Meetings of Committees on which membership is voluntary

Y. Progress Reports

Progress reports will be sent to parents as follows:

1. All students earning D's and F's in particular subject areas. Reports will contain percentage grades where applicable.

2. Students who have dropped two (2) letter grades from a preceding grading period and/or a significant drop (which is up to the discretion of the teacher).
3. Progress report forms will be provided by the Board.

4. Progress reports may be sent for the following reasons:

   a. Significant academic increases in any subject

   b. Improved attitude, daily work, homework, or attendance

Z. Curriculum Development

All certified teachers will be assigned to represent one (1) content area per school year for the purpose of sharing curricular and professional concerns to the building Principal.

The function of the committee is to evaluate and/or revise courses of study, review textbooks. develop assessment instruments, provide input to academic issues such as grading policies, and propose strategies for implementing and improving educational standards.

Each committee shall meet on an as-needed basis to be determined by the Administration. Professional days may be used at the discretion of the Superintendent. See Article VII, Paragraph 1, "Curriculum Compensation".

AA. Students with Special Needs

1. Individualized Education Program (IEP) Team/504 Teams

   a. Any employee whose duties would be directly impacted by an IEP/504 plan can request a meeting at any time to review and modify the IEP/504 plan or the placement of the student. A parent should be in attendance. The meeting should take place within ten (10) working days from the date of invitation if all agree to the meeting arrangements.

   b. The IEP/504 team must include at least one (1) regular education teacher of the child if the child is, or may be, participating in the regular education environment. The regular education teacher is not necessarily required to (1) participate in all decisions made at an IEP meeting, (2) be present throughout the entire meeting, or (3) attend every meeting. The extent to which the regular education teacher participates in IEP/504 meetings must be decided on in a case-by-case basis. The make-up of the team will be determined with input from the special education teacher(s).

2. Training/Staff Development

   The Board shall annually provide upon request, and approval of the Superintendent, (1) paid day of training and/or staff development programs for employees whose duties are impacted by IEP/504 students. This may coincide with or be in addition to the employee's professional development days.

3. Support Services

   The Board shall provide the necessary personnel as identified in the IEP/504 plan to perform any supportive/custodial services which may be required by any student's IEP/504 plan.

4. Waiver Procedure

   The Board shall not submit a waiver request of the State Department of Education or to any other agency with competent jurisdiction without first advising the Association.

5. Evaluation Impact

Teachers are expected to meet IEP/504 accommodations and shall be evaluated on their effort(s) to meet said accommodations.

6. Specialized Health Care Procedures

The School Nurse shall provide and conduct necessary medical procedures. Bargaining unit members shall not be required to perform medical procedures on a student except in case of an emergency or special circumstances. A trained designee and back-up person will be identified for each building for this purpose.

7. Challenge of Student Placement

Any employee working directly with a student on an IEP/504 plan who has reason to believe that the student's placement is inappropriate may request an informal meeting with the building Principal and related staff to discuss the placement. Before any changes can be made to the IEP/504 plan, a formal IEP/504 meeting must take place. The reasons shall include, but not be limited, to the following:

a. When the employer failed to provide the employee with appropriate support as outlined in the IEP/504 plan in order to effectively serve the said student.

b. When all of the necessary supplementary aides and support services specified on the IEP have been provided and the student is not making satisfactory progress toward meeting the goals and objectives identified by the IEP team.

c. When the placement of the included IEP/504 student creates constant disruption of the educational process in the regular classroom and/or other school settings, disciplinary procedures have been followed and exhausted.

d. When the IEP/504 plan student poses unnecessary risks or hazards to him/herself or others.

BB. Student Code of Conduct

The current Student Code of Conduct will be enforced by teachers and administrators in each building throughout the District.

CC. Public Criticism

Any reprimand of a bargaining unit member by a supervisor, administrator, or other agent of the Board of Education shall be made in confidence and shall not, except in emergencies, be made in the presence of pupils, parents of pupils, or other employees.

DD. Traveling Teachers

All bargaining unit members assigned to more than one (1) building shall be reimbursed at the official mileage rate (IRS) for the mileage traveled between those buildings. The Treasurer shall establish the distance between buildings by the shortest route. The teacher shall submit a report form for each pay period for reimbursement. (See form - Appendix F).

Each year, the Administration shall solicit input from traveling teachers regarding his/her individual schedule prior to finalizing their schedule. Failure of a traveling teacher to provide his/her written input by May 15th shall result in a waiver of rights to do so. Final scheduling determinations shall rest with management.

EE. Local Professional Development Committee

1. Purpose: A local professional development committee shall be established to determine whether continuing education course work that a teacher proposes to complete, meets the requirements of the educator licensing rules.

2. Committee Composition

a. The committee shall be comprised of five (5) members as follows.

- Three (3) B.U.M.S.
- One (1) Principal
- One (1) other District employee

The three (3) B.U.M.S. shall be appointed by the S.E.A.

The two (2) administrative member(s) shall be appointed by the Superintendent.

The Administration and the SEA will make every effort to ensure that each building has representation on the committee.

b. In the event of a vacancy, the committee member shall be replaced in accordance with (a) above.

3. Term of Office

a. To ensure continuity of the LPDC, one (1) B.U.M. representative and one (1) administrative representative shall be appointed to three (3) year terms.

b. The remaining members shall be appointed to two (2) year terms.

c. Members of the committees may be appointed to serve additional terms.

4. Chairperson

The Committee Chairperson shall be determined by majority vote of the committee members. Secretarial support will be supplied by the Board to chairperson as needed. Examples: typing, correspondence, and filing.

5. Decision Making

Decisions shall be made by the majority vote of the committee. At least four (4) members of the committee shall be present to conduct business.

6. Training

All members of the committee shall become knowledgeable of Teacher Education and Licensure Standards (Administrative Code Chapter 3301.24) as adopted October 15, 1996 and effective January 1, 1998.

Members of the LPDC shall be afforded the opportunity to attend training through release time to meet the purposes, responsibilities, and legal requirements of the regulations promulgated by the O.D.E.

7. Meetings and Compensation

a. The number of meetings per twelve (12) month period will be established by the committee in order to complete their work. Not later than September 10th each year, the committee shall post in each building the official meeting schedule.

b. Committee members shall receive a stipend of five percent (5%) of the base salary each year for their service.

8. Appeals Process

The review and approval of an educator's professional development plan by the District LPDC is a matter of legal and ethical importance, and the school district and its Local Professional Development Committee recognizes the need to provide due process to an educator who feels that his/her professional development plan has not received fair consideration by the District LPDC in accordance with Ohio law and District Procedures.

It is the belief of those who worked together to create the District's policies and procedures for the submission of educator professional development plans and the review and approval of those plans by the District's LPDC that appeals can be avoided by:

a. Creating policies and procedures which are available to everyone and easy to follow;

b. Sharing legal requirements and certification/licensure standards with all educators;

c. Clearly communicating to District educators what the expectations are for preparing a professional development plan, gaining approval for local CEUs and renewing their certificate or license through the District LPDC;

d. Insuring that District educators understand their personal and professional responsibilities to seek professional growth which improves teaching and learning within their classroom building and school district;

e. Impressing upon each educator that he/she is responsible for maintaining records of professional development throughout his/her career and that he/she bears responsibility for any and all requirements for maintaining appropriate credentials.

The Appeals' Process is initiated by an educator whose professional development plan is not approved by the District LPDC. For the purposes of definition, the "plan" includes all of its components: educator goals, activities and approval of local continuing education unties and university course work.

Reconsideration is the first step in an appeal. If the District LPDC does not approve an educator's professional development plan, the educator has the opportunity to request reconsideration of his/her plan by the committee. This request should be made in writing by the educator to the Chairperson of the District LPDC. During this reconsideration, the educator may submit such additional documentation, explanation or correction to permit approval of the educator's professional development plan by the committee. Following the conclusion of this reconsideration process and deliberation of the District LPDC, the committee shall communicate its approval or lack of approval of the educator's professional development plan in writing and within ten (10) days to the educator.

The Appeal is the final step in the process. It remains the prerogative of the educator to submit, revise or correct a professional development plan that has not been approved by the District LPDC at any time before, during or after the Appeals Process in order to gain committee approval.

Appeals Process form - Appendix G-1 and G-2.

FF. Morning Detention and Saturday School Monitors

At the Principal's meeting prior to the start of each school year, high school and junior high school bargaining unit members may submit a written letter of interest in serving as morning detention or Saturday school monitor, Should more than one (1) bargaining unit member express an interest in one (1) or both of these positions at either school, the duties will be equitably divided to allow all interested bargaining unit members an opportunity to serve in these roles. Compensation shall be at the curriculum rate.

GG. The current language of this Article V – Terms and Conditions of Employment, Sections N, Q, and T shall remain in full force and effect without modification for the first two (2) years of this Agreement. In the third (3rd) year of the Agreement, this item shall be subject to a reopener for the purpose of renegotiation if needed. The reopener shall be limited solely to this article and sections and shall be triggered due to the completion and occupancy of the new school facility, anticipated to be ready for use during the third (3rd) year of this Agreement. Negotiations under this reopener shall commence no later than sixty (60) days prior to the start of the third year, or within thirty (30) days of written notice by either party that the new school building is ready for occupancy – whichever comes first.

ARTICLE VI — BENEFITS

A. Sick Leave

1. Sick leave for full-time bargaining unit members shall be accumulated at the rate of one and one-quarter (1¼) days for each completed month of service, not to exceed fifteen (15) days per school year. All sick leave days shall be cumulative, and any and all unused portions of the monthly allowance shall be credited to the bargaining unit member's leave total. Maximum accumulation of sick leave days shall not exceed three hundred forty-five (345) days for the term of this Agreement.

2. Sick leave for members of the bargaining unit employed on other than a full-time basis shall be credited at the rate applicable under O.R.C. Chapter 124.

3. All new full-time bargaining unit members and bargaining unit members with no sick leave will be advanced up to five (5) sick days at the beginning of the school year to be deducted as sick leave is earned.

4. The immediate family shall be defined as: father, mother, brother, sister, son, daughter, grandmother, grandfather, grandson, granddaughter, legal guardian, or foster or stepparents of said member of the bargaining unit of their spouse, or any person who clearly stands in the same relationship with the member of the bargaining unit as any of those so specified.

5. No bargaining unit member will be intimidated, questioned when calling off, or harassed when using sick leave according to the terms of the negotiated contract.

6. Under no circumstances will a bargaining unit member be docked pay, time or any other compensation or benefit afforded them by this contract for using sick leave according to the terms of this negotiated contract.

7. When sick leave is used by a member for pregnancy or for recovering from a complete pregnancy, a note from the physician is required when planning to

return to work. The note must state the date the member is to return to work and that the member is no longer under a physician's care and is physically able to resume full-time duties. After using sick leave, a member has the option to request up to an additional twelve (12) weeks unpaid leave under the Family Medical Leave Act (FMLA) in accordance with Article VI, section K. Upon exhaustion of FMLA leave, the member may request unpaid parental leave in accordance with Article VI, Section C.

8. Sick leave can be used in half or whole days. Sick leave can be used as defined in the O.R.C 3319.141.

9. Should teachers be required to stay home from work due to a quarantine by the local health department, sick days shall not be deducted for the first ten (10) days of the required quarantine.

Sick Leave Transfer

In extraordinary circumstances (a catastrophe), the Association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific unit member who has exhausted or shortly will exhaust his/her accrued sick leave. A member may receive a transfer no more than twenty (20) days in any one school year. Bargaining unit members wishing to assist may transfer no more than two (2) days in any school year. Sick leave can only be transferred for the personal illness of a member or illness of a spouse or dependent childrenh

The sick leave transfer must be approved by the Board after a written request from the Association for the transfer. The request must detail the reasons for the transfer. The sick leave transfer is irrevocable, and shall cause the contributing member to have his/her sick leave reduced accordingly. It shall be the responsibility of the Association to distribute the approved form and return those requesting a transfer of sick leave to the Treasurer's office. See Appendix E.

B. Sabbatical Leave

1. Eligibility

Any teacher who has completed three (3) or more years of regular, full-time service in the Salem City Schools, may be granted a leave of absence without pay for professional study and improvement or for an experience closely related to the employee's teaching responsibilities.

2. Application for Leave

An application for leave shall be filed in writing with the Superintendent no later than April 15th of the school year preceding the period for which leave is requested. The application shall include a prospectus for professional growth, which will outline the plan of study or service to be undertaken. Upon

recommendation by the Superintendent, the Board shall grant the leave of absence.

3. Length of Leave

Sabbatical leaves of absence shall be granted for up to one (1) school year only. An extension of one (1) year may be granted for professional study only, provided the teacher files a timely application for such extension.

At the expiration of the specified period of leave, or any granted extension, the teacher terminates his/her affiliation with the Salem City Schools if he/she at that time declines to return to the District.

4. Application for Reinstatement

Application for reinstatement must be made in writing to the Superintendent at least sixty (60) days prior to the expiration of the sabbatical leave. Upon return from a leave of absence, the member shall assume the contract status held prior to embarking upon the leave.

5. Credit on Salary Schedule

Upon the return of the teacher to full-time employment, and his/her completion of the approved program of study or professional improvement. the Board shall grant credit on the salary schedule for such time spent in an approved program of study or professional improvement.

6. Tuition

Graduate hours completed during sabbatical leave shall be reimbursed if they fall within the guidelines of the tuition reimbursement provision of this Agreement.

7. Insurance

Members of the instructional staff on such leave shall be provided health care coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).

C. Parental Leave

1. Definition

A parental leave is absence from school without pay. This leave shall be for either males or females, and also may be used by a member who is pregnant, or recovering from completed pregnancy, or by a member who is adopting a child under the age of six (6).

2. Procedure for Parental Leave

A member who desires a parental leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave.

A bargaining unit member taking parental leave that is related to adoption. shall give notice of the leave as soon as the member is notified as to when the child will be delivered.

Notification of the intention to take Parental Leave shall be in writing and shall indicate the actual date for commencement and termination of the leave.

The member's failure to make a timely application or notice shall not be grounds for denying the approval of leave, or any other right or privilege provided in this section.

3. Term of Parental Leave

In the event of a leave which commences during the first semester, the leave may extend for the balance of that school year. In the event of a leave which commences after March 15th, the leave may extend for the balance of that semester and the following school year. A parental leave of absence may be extended for an additional semester or school year, due to special circumstances and upon approval of the Superintendent shall be extended at the request of the member who adopted a child. No member shall be entitled to two (2) consecutive parental leaves for the same child.

4. Termination of Parental Leave

Bargaining unit members who have requested and been granted parental leaves of absence for the first semester shall notify the Superintendent of their intention to return for the second semester no later than December 1st. Bargaining unit members who have requested and have been granted parental leaves of absence for the second semester, or for the balance of the school year, shall notify the Superintendent of their intention to return from such leave for the succeeding school year no later than April.

5. Disability During Pregnancy or Adoption

A pregnant bargaining unit member or a member adopting a child under the age of six (6) shall be entitled to use sick leave in accordance with the following provisions:

a. In the case of a pregnant member, for the period of disability as certified by the member's physician; and

b. In the case of adoption, for a period of not more than six (6) calendar weeks.

6. Early Termination of Parental Leave

Upon written request of a member of the bargaining unit to the Superintendent, a parental leave of absence shall be terminated provided that the member is no longer under a physician's care and is physically able to resume full-time duties. Termination will be made within thirty (30) days from receipt of the request to terminate or at the beginning of the next semester, whichever is less.

7. Insurance

Members of the instructional staff on such leave shall be provided health care coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).

D. Leave for Personal Illness

1. Eligibility:

A bargaining unit member who is unable to perform satisfactorily the duties of his/her assigned position because of personal illness or other disability shall be granted a leave of absence without pay for the remainder of the current school year or for an entire school year if so requested by the member.

2. Application for Leave:

A written application for such leave shall be filed with the Superintendent and shall be accompanied by a statement from the bargaining unit member's attending physician stating that an illness or other disability is present and recommending that the member be relieved of his/her duties.

3. Applicationfor Reinstatement

After a request for leave due to illness or other disability has been granted, the responsibility of notifying the Board of his/her intention to return to duty rests with the bargaining unit member.

Such notification of intention to return from leave shall be accompanied by a statement from the member's attending physician indicating that the member is medically able to perform his/her duties.

4. Insurance

Members of the instructional staff on such leave shall be provided health care coverage continuation under Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).

E. Jury Duty/Witness Leave

1a A bargaining unit member who is summoned for jury duty or subpoenaed as a witness before a court or agency shall be granted leave for the specific day(s)

summoned. Said leave shall be with pay. If the jury duty is five (5) days or less, the employee may keep all court compensation. If the call to duty extends beyond five working days, the employee shall remit to the Board court compensation less travel expenses for day six (6) and beyond.

2. As it relates to the grievance procedure: Leave will be granted only to those members of the bargaining unit with direct knowledge of the alleged grievance and the necessary leaders from the Association.

3. Members of the bargaining unit, who because of events occurring during the course of their employment in the school system, are subpoenaed by the Board to appear in a legal proceeding will receive their regular compensation from the Board, provided the compensation received from the court for the service performed is remitted to the Board, less transportation expenses paid by the court and expressly denominated as such.

4. In the event that an employee is summoned for jury duty or to appear as a witness on a day(s) when the employee is not required to work for the Board, the employee shall be entitled to retain all compensation received from the court.

F. Unpaid Leave of Absence

1. Upon written request, the Board may grant certified employees up to two (2) semesters leave of absence without pay. Such leave may be renewed by the Board following a written request to the employee.

2. A written application for such leave shall be filed with the Superintendent not less than sixty (60) days in advance of the anticipated commencement of such leave and shall include a statement of the member's reasons for the leave. Such leave may commence only at the start of a semester. In an emergency, the sixty (60) days shall be waived provided a suitable replacement is available.

3. To be eligible for consideration for such leave, the member must have been in the employment of the Salem City School District for at least three (3) years. Such leaves may not be used to permit the member to pursue other employment opportunities. A maximum of five (5) staff members, in any year, and no more than one (1) per building will be eligible for such leave,

4. Members of the instructional staff on such leave shall be provided health care coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (C.O.B.R.A.).

5. A bargaining unit member granted such leave for the first semester must submit a written notice to the Superintendent of his/her intent to return for the second semester no later than December 1st. A bargaining unit member granted such leave for a school year of the second semester must submit written notice to the

Superintendent of his/her intent to return for the following school year no later than April 1st.

G. Assault Leave

1. An employee shall be granted assault leave in the event that said employee is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The bargaining unit member shall return to work when the attending doctor certifies the member is able to resume full-time employment.

2. An application for assault leave shall be on prescribed forms (Appendix D) supplied by the Administration and shall be signed by the employee, and, if applicable, the licensed physician of the employee. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned or leave granted under other policies adopted by the Board of Education.

3. To qualify for assault leave, in addition to the item set forth above, the employee must file a claim with the Bureau of Worker's Compensation. All medical payments shall be applied for through the Bureau of Worker's Compensation.

4. However, the bargaining unit member's pay shall not be reduced by benefits received from Worker's Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines, and/or rehabilitation services.

5. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement. See Appendix D.

H. Personal Leave

1. A maximum of three (3) days of personal leave per school year shall be available to each certificated staff with no loss of pay. Personal leave days shall be granted on a one-half ($^1/_2$) day or full day basis. Such leave shall not accumulate from year to year, however up to one (1) unused personal day may be rolled over to the following year. Such leave may not be used to extend vacation or holiday periods, on service days, on parent conference days or on any day during the last ten (10) days of the school year except in emergencies, weddings, graduations, or funerals as approved by the Superintendent.

2. Such leave may be denied in the event that more than ten percent (10%) or five (5) individuals, whichever is less, of the staff on any building seeking to use personal leave on any one (1) day provided that such limitation may be waived based on the availability of substitute teachers.

3. Notification of personal leave must be filed with the building Principal, with a copy to the Superintendent, at least two (2) days in advance of the day requested. The Administration has the right to consult with the member about a postponement.

4. When a bargaining unit member needs to use a personal day as a result of an unexpected event, the member shall not be required to give the two (2) day advance notice.

5. For the nonuse of personal days, the bargaining unit members may add at the end of the school year one (1) day to their accumulated sick leave balance for each personal day not used in that school year. Members who have accumulated a minimum of three hundred (300) sick days will receive one hundred dollars ($100) for each unused personal day, up to three hundred dollars ($300).

I. Professional Leave

1. Each bargaining unit member may be granted upon request a maximum of two (2) days professional leave for professional meetings, clinics, school visitations, workshops, or student related activities without loss of pay. Coach's clinics are considered professional leave. Attendance by members at State Tournaments and/or academic competitions as a spectator will require the use of personal days.

2. Bargaining unit members shall submit requests for professional leave to the Superintendent at least two (2) weeks prior to the date of the meeting. Notification period may be waived by the building Principal.

3. The Board shall pay the bargaining unit members' registration fees, lodging, meals, parking and mileage in accordance with the Board of Education's approved amounts when proper receipts are submitted. Receipts are required in all areas with the exception of mileage which shall be paid per the IRS.

4. If a bargaining unit member is requested to attend an in-service meeting by the Administration, that day shall not be counted as one of the professional days provided and shall be reimbursed for all expenses.

5. All professional meetings must be approved by the Superintendent.

J. Association Leave

A total of six (6) days of member absence per school year shall be granted to the bargaining unit member for attendance as a delegate or official representative at the OEA's annual statewide meetings. The Association President shall notify the Superintendent at least two (2) weeks in advance of the individuals who have been selected to attend such meetings.

K. Family Medical Leave Act FMLA

1. The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.

2. Upon the terms and conditions of this provision, each employee is entitled up to twelve (12) weeks of leave in any 12-month period. The "12-month period" shall be a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

3. The provision shall be administered according to the Rules and Regulations of the U.S. Department of Labor for the Family and Medical Leave Act of 1993.

L. Recognition Pay

1. Effective during the term of this contract, each employee who has zero (0) days of absence chargeable to sick leave and/or personal leave shall receive incentive payments from the Board according to the following schedule:

   An employee who has used no days of sick leave or personal leave during the first semester shall receive a one (1) time recognition payment of two hundred fifty dollars ($250). An employee who has used no sick leave or personal leave during the second semester shall receive a one (1) time recognition payment of two hundred fifty dollars ($250).

2. Eligibility

   To be eligible, an employee must have been employed by and performed service in the Salem City School District for the full school year;

   Employees who qualify for payment of the Recognition Pay Plan shall be paid no later than June 30th of each school year.

M. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars ($50,000) for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in five thousand-dollar ($5,000) increments, up to a maximum of sixty thousand dollars ($60,000) coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by fifty percent (50%) at age sixty-five (65). The specific terms of the policy are contained in the life insurance contract.

N. Medical Insurance

In order to be eligible for insurance, an employee must be scheduled for at least twenty (20) hours per week. Employees may not be paid cash in lieu of insurance benefits. Coverage: See Plan Booklet for COG adopted coverage information.

1. For the 2025-2026 contract year, full-time employees shall pay eleven (11%) percent of the premium for medical insurance up to a maximum of one hundred forty-five dollars ($145) per month for single coverage and two hundred sixty-five dollars ($265) per month for family coverage for medical, prescription and dental insurance.

   For the 2026-2027 contract year, full-time employees shall pay eleven (11%) percent of the premium for medical insurance up to a maximum of one hundred fifty-five dollars ($155) per month for single coverage and two hundred eighty dollars ($280) per month for family coverage for medical, prescription and dental insurance.

   For the 2027-2028 contract year, full-time employees shall pay eleven (11%) percent of the premium for medical insurance up to a maximum of one hundred sixty-five dollars ($165) per month for single coverage and two hundred ninety-five dollars ($295) per month for family coverage for medical, prescription and dental insurance.

2. Part-time employees shall pay fifty percent (50%) per month for the premium for employee coverage and family coverage for medical, prescription, and dental insurance.

3. Stark County Schools Council

   The Board of Education may fully meet its obligations to provide health care benefits and services under this Collective Bargaining Agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

4. Preferred Provider - Doctors/Hospitals

   a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

5. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

b. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's twenty percent (20%) co-payment.

c. The deductible will be waived.

d. The list of covered expenses shall be agreed upon by the COG and the Stark County CEA office representative.

e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

6. Well Baby Care: One thousand dollars ($1,000).

7. Diabetic Management Program: Will be part of all PPO programs.

8. Early Retirement Incentive

Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

9. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	$100/individual
	$200/family
Accumulation Period	Calendar Year

Co-Insurance Provision	In-System: Ninety percent (90%) by the insurance carrier and ten percent (10%) by the patient up to a yearly maximum out-of-pocket of five hundred dollars ($500) per individual or one thousand dollars ($1,000) for two (2) or more family members. After the out-of-pocket has been met by the employee, one hundred percent (100%) of the eligible charges will be paid. Out-of-System: Eighty percent (80%) by the insurance carrier and twenty percent (20%) by the patient up to a yearly maximum out-of-pocket of one thousand dollars ($1,000) per individual or two thousand dollars ($2,000) for two (2) or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy - shall be covered under the terms contained in the benefit booklet.

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee of support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/ Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars ($200.00) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

The Board shall continue to provide employee(s) who retire at the end of the school year with all insurances and benefits as described in the Negotiated Agreement through August 31st

O. Dental Insurance

The Board shall provide dental coverage and pay one hundred percent (100%) of the premium for all full-time employees and fifty percent (50%) of such costs for part-time employees electing such coverage.

Plan description (summary only):

1.	Maximum benefits/covered person:	Class I, II or III - $2,500/person per year.
2.	Deductible-Individual	$25 per year
3.	Deductible-Family	$75 per year
4.	Co-insurance Amounts	
	a. Class I - Prevention	100% of Usual & Customary (no deductible)
	b. Class II - Basic	80% of Usual & Customary
	c. Class III - Major	80% of Usual & Customary
	d. Class IV - Orthodontia	60% of Usual & Customary

Lifetime Maximum

Orthodontia	$1200/per individual

P. Optical Insurance

Each Bargaining Unit Member shall receive an eight hundred-dollar ($800.00) vision benefit during the period September 1, 2025 through August 21e 2028. Each qualified dependent shall receive a four hundred fifty dollar ($450) vision benefit during the period–September 1, 2025 through August 31, 2028. All benefit money shall be considered a part of a pool that the member and/or dependents can utilize as needed.

Q. Tuition Reimbursement

Subject to the applicable provisions of the Internal Revenue Service code, the Board shall pay each bargaining unit member, upon completion of work on the graduate level provided and in compliance with the procedures below, one hundred seventy-five dollars ($175.00) per semester hour or one hundred twenty-five dollars ($125.00) per quarter hour for graduate hours completed on and after September 1, 2022 provided, however, that in no event shall payments from the Board to the bargaining unit member exceed the actual tuition costs incurred by the employee taking the course. The total amount of tuition reimbursed for all bargaining unit members is limited to forty-five thousand dollars ($45,000) annually for each contract year. At the end of each contract year, any part of the annual amount will be rolled over into the following year to be used for additional reimbursement. At the end of

three (3) years, any remaining unused reimbursement amount will be placed into the general fund.

R. Teaching License Renewal Reimbursement

The Board shall reimburse members for any and all costs associated with teaching license/certificate renewals. The member shall provide a receipt for the cost to the Treasurer. Upon receipt, the Board shall reimburse the member no later than the next pay cycle.

S. Hepatitis/Meningitis Shots

The Board of Education will pay bargaining unit members to receive hepatitis shots and meningitis shots when it is required to fulfill the responsibilities of their position or required as the result of their position, but only when administered by the Columbiana County Health Department or the School Nurse. The medical insurance carrier will not cover the above shots when taken to fulfill the responsibility of a bargaining unit position or required as a result of their position.

T. Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

U. Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

V. Spousal Coverage

Any new participants to the COG after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

W. Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE VII — COMPENSATION

A. Salaries

1. Effective with the beginning of the 2025-2026 contract year, the base salary shall be thirty seven thousand one hundred twenty-eight dollars ($37,128), a four percent (4%) increase.

   An additional one percent (1%) will be added to the base (for a total of 5%) if the District receives two (2) or more insurance premium holidays for the 2025-2026 school year.

2. Effective with the beginning of the 2026-2027 contract year, the base salary shall be thirty eight thousand two hundred forty-one dollars ($38,241.84), a three percent (3%) increase.

   An additional one percent (1%) will be added to the base (for a total of 4%) if the District receives two (2) or more insurance premium holidays for the 2026-2027 school year.

3. Effective with the beginning of the 2027-2028 contract year, the base salary shall be thirty nine thousand three hundred eighty-nine dollars and ten cents ($39,389.10), a three percent (3%) increase.

   An additional one percent (1%) will be added to the base (for a total of 4%) if the District receives two (2) or more insurance premium holidays for the 2027-2028 school year.

4. During the 2026-2027 contracted school year, each member shall receive a one-time payment, equal to one percent (1%) of their 2026-2027 salary as calculated from their placement on the salary schedule found in Appendix A-2. Said payment shall be made in the month of December.

5. During the 2027-2028 contracted school year, each member shall receive a one-time payment, equal to one percent (1%) of their 2027-2028 salary as calculated from their placement on the salary schedule found in Appendix A-3. Said payment shall be made in the month of December of the contracted year.

6. For each contract year, each bargaining unit member will receive a one-time payment of one-half percent (0.5%) calculated at their salary schedule placement if line 12 of the General Fund at the end of the fiscal year (June 30th) shows at

least a one million-dollar ($1,000,000) carryover. If line 12 of the General Fund at the end of fiscal year (June 30th) shows at least a two million-dollar ($2,000,000) carryover, each bargaining unit member will receive an additional one-half percent (0.5%) payment calculated at their salary schedule placement for a total of one percent (1%) payable on the first scheduled pay in July. The SEA can exercise its option for verification of Five-year Forecast by the Ohio Education Association Research Consultant. If there is a dispute on the accuracy between OEA and the Board, then the SEA and the Board will split the costs to have the forecast reviewed by an independent school finance expert.

B. Paydays

1. Bargaining unit members shall be paid in twenty-four (24) equal pays via direct bank deposit. Paydays will be paid on the 13th and 28th of each month. Should a payday fall on a Saturday, members will be paid on the previous day (Friday). Should a payday fall on a Sunday, members will be paid the following day (Monday). Should a payday fall on a holiday, the payday would be the day before the holiday.

C. Bargaining Unit Member Salary for One Day

A bargaining unit member's salary for one (1) day is the annual salary divided by the number of contracted days in the individual member's contract year.

D. Retirement Provisions

1. Severance Pay

a. Bargaining unit members who have served ten (10) or more years in the Salem City Schools may, at the time of their retirement from the Salem City Schools and have acceptance for receipt of retirement benefits by the State Teachers Retirement System, will be paid in cash for one-third (1/3) of the value of their accrued but unused sick leave. Payment for severance pay shall be made upon receipt by the Board of satisfactory evidence that the member has been accepted for retirement benefits by the State Teachers Retirement System. The maximum severance is eighty-four (84) days for two hundred eighty (280) accumulated unused sick leave.

b. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment can be paid in one (1) lump sum or in two (2) payments as requested by the retiring members.

c. Severance pay benefits for eligible certificated employees who die while on active pay status or on a leave of absence per this Negotiated Agreement shall be paid to the member's life insurance beneficiary.

d. All retirees eligible for severance and at least fifty-five (55) years of age must participate in a special tax deferred retirement savings plan ("plan"). The employer contribution shall be made in a lump sum to the company on member's behalf under the plan in an amount equal to the lesser of:

i. The total amount of the participant's severance pay, or

ii. The maximum contribution amount allowable under the terms of the plan.

e. To the extent that a plan participant's pay exceeds the maximum amount allowable under plan for a calendar year, the excess amount shall be payable to the retired employee in a lump sum in the first pay in September each year.

f. Severance pay benefits for eligible certificated employees who die prior to the effective date of a contribution to the plan, shall be paid to the member's life insurance beneficiaries and/or contingent beneficiaries.

2. Retirement Incentive

a. A one (1) time retirement bonus of thirty-five percent (35%) of the salary received by the bargaining unit member in the contract year the bargaining unit member first becomes eligible for retirement including extended service days, but excluding supplemental contracts, will be available to bargaining unit members who become first-time eligible for retirement under new Unreduced Benefit STRS guidelines and retire effective at the end of the school year or before the next school year in which they qualify. Persons who qualify to retire under the new Reduced Benefit SIRS rules, or the 5/60 rule would become eligible upon reaching these standards. Such individuals choosing not to retire when first eligible under Reduced Benefit guidelines would not become eligible again until reaching the un-reduced benefit guidelines.

b. The Superintendent must receive an irrevocable notice of intent to retire by March 15th of the eligible retirement year. Two (2) payments shall be made of equal amounts: the first being in January of the calendar year following the retirement and the second being the next January.

c. First time eligibility includes the purchasing, if the member chooses to do so, of STRS credit.

d. Individual bargaining unit members are responsible to know when they become eligible and must provide proof from STRS of first-time eligibility.

e. With knowledge of eligibility, the Board, through the Superintendent and the Treasurer, will provide a dollar amount for the thirty-five percent (35%) to individuals considering the retirement incentive program.

f. SEA and the Board will issue a list of individuals thought to be eligible for the retirement incentive. This list will be posted in each building in the month of September.

g. The retirement incentive program is not available to any individual who has previously retired from any Ohio public retirement system, any individual who has retired due to a disability or any individual who has left the active service of the school district prior to the first year of eligibility.

E. Mileage

The Board shall pay those bargaining unit members who are authorized to use their automobiles for school business at the IRS rate per mile.

F. Extended Time

All extended time shall be paid at the per diem rate of the bargaining unit member assigned to the following positions.

School Years 2025-2028

Guidance Counselors High School/Elementary	10 Days
Guidance Counselor - Jr. High	10 Days

G. Salary

To be eligible for placement in the MA +15 column, the bargaining unit member must hold a Master's Degree in an education field and have earned fifteen (15) semester graduate hours or the equivalent of twenty-three (23) quarter hours in his/her area(s) of certification after the Master's Degree has been awarded to the member.

To be eligible for placement in the MA +30 column, the bargaining unit member must hold a Master's Degree in an education field and have earned thirty (30) semester graduate hours or the equivalent of forty-five (45) quarter hours in his/her area(s) of certification after the Master's Degree has been awarded to the member.

H. Salary Adjustment

When a teacher completes additional training which would qualify the teacher for a higher salary qualification, the Board will authorize salary adjustments on the payroll immediately following the beginning of each semester, if the teacher has submitted written notification to the Board at least thirty (30) days prior to the end of the semester.

I. Supplemental Salary Provision

1. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, and in addition to the bargaining unit member's regular duties.

2. All supplemental positions will be posted when vacated. These positions shall be on Association bulletin boards in all teachers' workrooms/conference/lounge.

3. All supplemental contracts will automatically expire at the end of their term without further notification from the Board.

4. Supplemental contracts to be paid according to Appendix B attached hereto.

5. Should, during the course of this Agreement, student activities, including student sports programs and/or student clubs, be added by approval of the Board, the Board and the Association shall bargain the compensation for the position(s). Such bargaining shall commence not later than thirty (30) days after creation of the position by the Board.

J. Curriculum Compensation

Notwithstanding other provisions of this Agreement, if curriculum or Continuous Improvement Plan (CIP) development is initiated by the Administration on behalf of the Board and such study is requested by the Administration to take place during the school year or vacation periods, it should be approved by the Board under an extended service type of agreement and those requested and involved shall receive compensation for the extended periods of time set forth in the contract at the rate of thirty-five dollars ($35) per hour.

K. Payroll Deductions

Upon the request of the bargaining unit member, the Board shall provide for the following payroll deductions:

1. Income Protection Insurance

2. Employee's Credit Union

3. Tax Sheltered Annuities - when six (6) or more employees request a deduction

4. Cancer Insurance

5. Payroll deductions for enrollment in the United Teacher Profession (SEA, ECOEA, OEA. and NEA), shall be provided. Once authorized in writing by the employee, such deductions shall continue unless a written request for revocation of the deduction is received by the Treasurer. This deduction shall begin with the first pay in October and shall be made in sixteen (16) equal installments. All

authorizations for deductions must be in writing and must be received in the Treasurer's office no later than October 1st.

6. United Fund

7. City taxes other than Salem's if requested by the affected bargaining unit member and subject to the following restrictions:

   a. Ohio City
   b. City must be willing to accept payroll taxes

L. Tuition Waiver for Bargaining Unit Member Dependents

Upon the written request of any member of the bargaining unit, the Salem City School District shall permit the student enrollment of the dependent(s) of such member(s) of the bargaining unit regardless of the school district in which they reside; and the enrollment of such dependent(s) shall be as an open enrollment student. If the employee resides out of state, the dependent will be enrolled without any tuition charge. However, this provision shall be limited by the Superintendent's determination of availability of space for new students in existing programs and, furthermore, the District shall not be required to implement programs not in effect at the time of the request.

ARTICLE VIII — JOB SECURITY

A. Termination and Non-Renewals

With the exception of the following provisions, the Board will follow O.R.C. 3319.11 and O.R.C. 3319:111 on all non-renewals.

Limited contract teachers who have completed more than three (3) years of service with the District and who are recommended for non-renewal by the Superintendent shall be provided written notice from the Superintendent of that recommendation and the reasons which form the basis for that recommendation. The notice will further advise the bargaining unit member of his/her right to meet with the Board and Administration in executive session before the Board acts on the non-renewal recommendation to present argument against his/her recommended non-renewal and to be represented in such meeting. Following such meeting, if one is requested, the Board shall review the recommendation of the Superintendent and make the final decision regarding non-renewal, which decision shall not be subject to the grievance procedure.

B. Reduction in Force

1. The Board may make a reasonable reduction in force for the following reasons:

   a. Decrease in enrollment

b. Suspension of schools or territorial changes affecting the districts

c. Return to duty of a regular bargaining unit member from a leave of absence

d. Financial reasons.

If the RIF is for financial reasons, a detailed report on the financial affairs of the District will be provided to the Association President.

2. If it becomes necessary to have a reduction in force, it shall first be made through attrition resulting from resignation, retirement, and transfers. Non-renewal of contracts shall not be used as a means of RIF. An employee who is displaced (RIF'd) during the school year shall be eligible to continue insurance coverage at the employee's current level of coverage and at the District's expense minus the employee's premium share for the next sixty (60) days after the effective date of the displacement or the end of the current contract year, whichever occurs first (see Article VI[N][6]).

3. Preceding the date of implementation, the Association President shall be notified of the Board's intent to reduce force.

4. A meeting(s) shall be held between the representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF. Said meeting(s) shall be held within five (5) days of the Association's request for such meeting(s).

5. Reduction

a. All bargaining unit members shall be placed on RIF lists for each teaching field for which they are properly certified/licensed by November 1st of any school year at which time the lists shall be presented to the Association President.

b. Bargaining unit members serving under continuing contracts will be placed at the top of the RIF list in descending order of seniority. Paragraph D., below, controls the order of staff reductions.

c. Bargaining unit members serving under limited contracts will be placed on the RIF list under continuing contract teachers also in descending order of seniority. Paragraph D., below, controls the order of staff reductions.

d. Recommended reductions in a teaching field will be made by the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

e. A bargaining unit member so affected may elect to displace a fellow staff member who holds a lower position on the RIF list in another area of certification so long as the evaluations for the member affected and the member displaced are comparable.

6. Seniority

Seniority shall be defined as the continuous service of employment of a bargaining. unit member beginning with the date of the Board meeting at which the bargaining unit member was hired and then by coin flip in the event of a tie,

a. Seniority shall be defined as the continuous service of employment of a bargaining unit member beginning with the date of the Board meeting at which the bargaining unit member was hired and then by:

i. The date the bargaining unit member signed his/her initial employment contract in the District (this provision applies to bargaining unit members hired prior to the 2003-2004 contract year), and then by:

ii. Coin flip in the event of a tie.

b. Continuous employment shall be defined as the unbroken employment as a bargaining unit member with the Salem City School District including all time the member was on Board approved leaves of absence. Such leave shall not interrupt seniority, but time spent on leave shall not count towards seniority.

c. The Board shall provide to the Association a copy of the seniority list for all bargaining unit members by November 1st of each school year.

d. Areas of certification shall be defined as the teaching and/or subject area(s) in which a bargaining unit member is certified by the Ohio Department of Education.

7. Recall

Names of the members whose contracts are suspended due to a reduction in force shall be placed on a reduction in force (RIF) list based on seniority and certification. When there is an opening, the member shall be restored by the Board at the same seniority, salary and fringe benefits as he or she would have received if a reduction in force had not taken place, provided, however, such member shall not be granted service credit for salary purposes for such time such member's contract was suspended. Members with continuing contracts shall be recalled in preference to members with limited contracts, regardless of seniority. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status by the Board if and when teaching

positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Teachers whose limited contracts are suspended shall have the right to restoration by the Board if and when teaching positions become vacant or are created for which any such teachers are or become qualified. Seniority shall not form the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. No new members may be hired by the school system for any position as long as there is a member qualified for the position on the RIF list.

8. Availability for Recall

   a. If an opening occurs, the Board shall send a certified letter to all members qualified for the position to their last known address to advise them of such position. It is the member's responsibility to keep the Board informed of his/her whereabouts. The member shall notify the Board within fifteen (15) days from the date the letter is received to indicate his/her availability for such a position. If the certified letter is returned unopened or the member does not respond to the letter, the Board shall then reinstate the next eligible person on the list provided that the letter was mailed to the correct address as indicated by the forwarding address supplied by the member.

   b. When a member's contract is suspended because of a reduction in force, the member's name will remain on the RIF list for a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1st to August 31st. The list must be available to the Association at all times.

9. Notwithstanding any of the above provisions or Ohio law, no member of the bargaining unit shall be displaced (bumped) by a member of the bargaining unit who has a lower three (3) year average evaluation rating, regardless of contract status or seniority. For bargaining unit members who have fewer than three (3) evaluations under OTES 2.0 or who have worked less than three (3) years, the rating will be the average rating based upon the number of years worked.

10. For the duration of this contract, comparable shall be defined as follows:

    a. All Accomplished and Skilled-rated teachers shall be considered comparable.

    b. All Developing-rated teachers shall be considered comparable.

    c. All Ineffective-rated teachers shall be considered comparable.

11. For the purposes of RIF, all OTES 2.0 and non-OTES 2.0 evaluations will be deemed comparable.

12. No reduction in force for the following school year shall be implemented after June 1st. Further, this shall be the only time RIF shall be implemented.

13. Among employees with comparable evaluations, seniority shall be the determining factor in implementing the displacement rights such employees shall have. The seniority provisions as described in the Negotiated Agreement will apply.

14. Employees on layoff shall be permitted to continue their group medical policies under COBRA. For employees who are laid off after the end of the school year, the Board will continue their coverage through August 31st.

C. Ohio Teacher Evaluation System (OTES 2.0) Evaluation

1. Definitions

a. Evaluation Cycle: The period from the establishment of a Professional Growth or Improvement Plan through the issuance of an Evaluation Rating, in the year in which an Evaluation Rating is required by this contract or Ohio Rev. Code.

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

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

d. Evaluation Instruments: The forms used by the teacher's evaluator. The approved Evaluation Instruments are attached to this Agreement as Appendix H-1l.

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

f. Evaluation Rating: The final 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 (1l) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

g. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and

inform the accurate reflection of the evaluation factors. 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.

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

i. 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 as Appendix H-6e

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

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

l. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this Agreement as Appendix H-5.

m. Teacher of Record: A teacher who is:

- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
- Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

n. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix H-1 of this Agreement.

2. Application

a. The OTES 2.0 procedure described in this Article applies to teachers who meet one (1) of the following categories:

i. A teacher working under a license issued under Ohio Revised Code (O.R.C.) Sections 3319.22, 3319.26, or 3319.226 who spends at least fifty percent (50%) of his/her time providing content- related student instruction; or

ii. A teacher working under a permanent certificate issued under O.R.C. 3319.222 as existed prior to September 2013, who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

iii. A teacher working under a permanent certificate issued under O.R.C. 3319.222 as it existed prior to September. 2006, who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

iv. A teacher working under a permit issued under O.R.C. 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.

b. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

c. Teachers not subject to the OTES 2.0 Evaluation Procedure shall be evaluated in accordance with the Evaluation Procedure contained in the current Agreement.

d. Teacher-Level Value-Added

Teacher-Level Value-Added refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exist (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.

Teacher-level value-added data shall be used in proportion to the .part of a teacher's schedule of courses or subjects for which the value-added data is applicable. For the 2014-2015 school year and each school year thereafter, the entire student academic growth factor of the evaluation shall be based on the value-added data for a teacher whose schedule is comprised only of courses or subjects for which teacher-level added data is applicable.

3. Evaluation and HQSD Committee

a. A standing Evaluation and HQSD Committee will meet at least twice each year, once before January 15 and once again in May, to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of four (4) members appointed by the Superintendent and five (5) members, one (1) representative per building, appointed by the Association President. The Committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the Committee to the evaluation procedure shall be by mutual agreement of the parties and subject to ratification by the Association and Board.

b. The Committee shall be provided release time for all meetings or shall be compensated at curriculum rate for meetings beyond the contractual workday.

c. Members of the Committee shall receive training in the use of OTES 2.0. The cost, if any shall be borne by the Board.

d. The Committee shall establish by mutual agreement a meeting calendar.

4. Procedures

a. Self-Assessment

Teachers may complete a self-assessment form to identify strengths and areas for growth. Completion of the self-assessment is optional and within the teacher's discretion to share the form with his or her credentialed evaluator.

b. Evaluation Schedule

i. Teachers shall be evaluated once each school year, including at least two (2) formal observations and at least two (2) classroom walkthroughs.

ii. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations and at least three (3) classroom walkthroughs.

iii. Teachers who receive a rating of "Accomplished" on their most recent evaluation may be evaluated once every three (3) years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one (1) observation, which includes a conference with the teacher, must be held each year.

Teachers who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two (2) years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one (1) observation, which includes a conference with the teacher, must be held each year.

The Board may elect not to evaluate a teacher who was on leave from the District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board, no later than December 1st of the year the teacher was scheduled to be evaluated.

iv. Evaluations shall be completed no later than May 1st, and the final summative evaluation will be provided to the teacher no later than May 10th.

v. If either the teacher or evaluator is absent from work, all timelines established within this Article shall be automatically extended by the days of absence.

5. Criteria For Performance Assessment and Framework

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

b. A teacher may choose two (2) or more criteria that they wish their observation to be based upon and to provide answers to enter into pre-conference meetings.

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

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

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

f. 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.

g. 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.

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

i. The rating of Accomplished, Skilled, Developing or Ineffective assigned in the rubric found in Appendix H-1, shall determine the overall rating of the teacher for that evaluation cycle.

j. The approved framework shall be utilized as noted in Appendix H-2.

6. Observations

a. A formal observation shall be at least thirty (30) consecutive minutes in duration.

b. All formal observations shall be scheduled in advance with the teacher.

c. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within three (3) working days. At the pre-observation conference, teachers shall provide evidence for the class to be observed on the pre-observation form.

d. A post-observation conference shall be held no later than five (5) workdays after the observation during which areas of reinforcement and refinement will be discussed. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during the conference. The evaluator shall provide the teacher with copies of all written documentation from the observation,

e. A teacher shall be provided additional formal observations at any time upon request.

f. The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed by May 1st.

g. Teachers shall not receive a formal observation on a day before or after a holiday.

7. Walkthroughs

a. A walkthrough is a formative assessment process that focuses on the following components resulting in brief written notes or summary:

- Evidence of planning
- Lesson delivery
- Differentiation
- Resources
- Classroom environment
- Student engagement
- Assessment
- Any other component of the Standards of Ohio Educators and rubrics approved for teacher evaluation

b. A walkthrough shall consist of at least five (5) consecutive minutes but not more than fifteen (15) consecutive minutes.

c. Teachers shall not receive a formal walkthrough on a day before a holiday.

d. The teacher shall be provided a copy of the walkthrough form utilized from Appendix H-3-A or H-3-B, including all scripted and anecdotal documents relative to the walkthrough. no later than five (5) workdays following the walkthrough.

e. A teacher shall be granted a formal debriefing after the walkthrough, upon request, to discuss the walkthrough.

8. Performance Assessment

a. The evaluator will compile holistic data from information obtained from HQSD Professional Growth or Improvement Plans, observations, walkthroughs, and conferences with the teacher being evaluated to determine the teacher performance rating.

9. High Quality Student Data (HQSD)

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

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

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

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

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

   iii. Assessment of student learning;

   iv. The use of assessment data;

   v. Professional responsibility and growth.

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

10. Finalization of Evaluation

a. Written Report

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

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

b. Completion of Evaluation Cycle

i. 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. Only evidence

gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

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

iii. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report. Within five (5) days after the issuance of the evaluation report to the teacher, a post- evaluation conference will be held between the teacher and the evaluator.

iv. 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.

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

vi. 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.

vii. 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.

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

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

b) the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective)

aggregated by the institution where they received their teaching degree and the year in which they graduated.

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

11. Professional Growth Plans and Professional Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's level of student growth.

a. Professional Growth Plans

i. Teachers whose holistic performance rating indicates Accomplished or Skilled will develop a Professional Growth Plan and may choose their credentialed evaluator and utilize the form found in Appendix H-5.

ii. Teachers whose holistic performance rating indicates Developing will develop a Professional Growth Plan collaboratively with their credentialed evaluator and utilize the form found in Appendix H-5, and will have input on their evaluator for the next evaluation cycle.

b. Professional Improvement Plans

i. Teachers whose holistic, performance rating as Ineffective, as determined by the terms surrounding the rubric, will develop a Professional Improvement Plan with their credentialed evaluator using Appendix H-6. The Administration shall assign the credentialed evaluator for the subsequent evaluation cycle and approve the Improvement Plan.

ii. A Professional Improvement Plan shall be clearly articulated and include the following:

a) Improvement Statement consisting of:

- Performance standard addressed in the plan.
- Specific statement of the concern: Areas of improvement.

b) Desired Level of Performance

- Beginning date
- Ending date;

- Level of performance: Specifically describing successful improvement targets.

c) Specific Plan of Action

- Actions to be taken;
- Sources of evidence that will be examined.

d) Assistance and Professional Development

- Specific supports that will be provided, as well as opportunities for professional development.

D. Required Meeting or Hearings

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter of disciplinary nature which could adversely affect the member's status, the member shall be given reasonable, prior written notice of the time and nature of the meeting and shall be entitled to have present an Association representative. This provision does not apply to group faculty or committee meetings.

E. Just Cause

No bargaining unit member shall be disciplined or suspended without just cause.

F. Criminal Records Check

1. A criminal records check will be made for every applicant under final consideration for a position with the Board of Education.

2. No new applicant will be conditionally employed for position in the bargaining unit or otherwise until a criminal records check has been conducted and the results received by the Board.

3. If new applicant fails or refuses to cooperate in a criminal records check, he/she will not be considered for employment in the District.

ARTICLE IX — GENERAL PROVISIONS

A. Severability

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any other provision of the Agreement or the Agreement as a whole which shall remain in full force and effect and the provision declared invalid shall be treated as if it had never been enacted.

This Agreement shall be effective according to its terms and shall supersede existing law on the same subject insofar as this is permitted by law. The parties will meet to negotiate any necessary changes in the Agreement relative to the affected provision within thirty (30) days by demand of either party.

B. Equal Opportunity

The Board is an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoff, or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, sex, or handicap.

C. Effects of the Agreement

The terms of this Agreement shall be from 12:01 A.M., September 1, 2025 and shall continue in full force and effect until midnight, August 31, 2028.

This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

Should there be a conflict between any provision of this Agreement and any Board policy or practice, then this Agreement shall prevail.

No later than sixty (60) days subsequent to the execution of this Agreement, a pdf copy of this Agreement shall be provided to the Association.

For the Salem City School District
Association
Board of Education

Board President

Superintendent

Treasurer

8/20/25
Date

For the Salem Education

SEA President

SEA Representative

SEA Representative

SEA Representative

8/20/25
Date

2025-2026

TEACHER INDEX

Base Salary $ 37,128.00

Year Exp.	BA		BA+150		MA		MA+15		MA+30	
0	1.100	$ 40,840.80	1.150	$ 42,697.20	1.180	$ 43,819.04	1.265	$ 46,966.92	1.315	$ 48,823.32
1	1.145	$ 42,519.56	1.200	$ 44,553.60	1.235	$ 45,853.08	1.320	$ 49,008.96	1.370	$ 50,865.36
2	1.190	$ 44,182.32	1.250	$ 46,410.00	1.290	$ 47,895.12	1.375	$ 51,051.00	1.425	$ 52,907.40
3	1.236	$ 45,890.21	1.300	$ 48,266.40	1.345	$949,937.16	1.430	$ 53,093.04	1.480	$ 54,949.44
4	1.280	$ 47,523.84	1.350	$ 50,122.80	1.400	$ 519979.20	1.485	$ 55,135.08	1.535	$ 56,991.48
5	1.325	$ 49,194.60	1.400	$ 519979.20	1.455	$ 54,021.24	1.540	$ 57,177.12	1.590	$ 59,033.52
6	1.370	$ 50,865.36	1.450	$ 53,835.60	1.510	$ 56,063.28	1.595	$ 59,219.16	1.645	$ 619075.56
7	1.415	$ 52,536.12	1.500	$ 55,692.00	1.565	$ 58,105.32	1.650	$ 61,261.20	1.700	$ 63,117.60
8	1.460	$ 54,206.88	1.550	$ 57,548.40	1.620	$ 60,147.36	1.705	$963,303.24	1.755	$ 65,159.64
9	1.505	$ 55,877.64	1.600	$ 59,404.80	1.675	$ 62,189.40	1.760	$ 65,345.28	1.810	$ 67,201.68
10	1.550	$ 57,548.40	1.650	$ 619261.20	1.730	$ 64,231944	1.815	$ 67,387.32	1.865	$969,243.72
11	1.595	$ 59,219.16	1.700	$ 63,197.60	1.785	$ 66,273.48	1.870	$ 69,429.36	1.920	$ 71,285.76
12	1.640	$ 60,889.92	1.750	$ 64,974.00	1.840	$968,315.52	1.925	$ 71,471.40	1.975	$ 73,327.80
13	1.685	$ 62,560.68	1.800	$ 66,830.40	1.895	$ 70,357.56	1.980	$ 73,513.44	2.030	$ 75,369.84
14	1.685	$ 62,560.68	1.800	$ 66,830.40	1.895	$ 70,357.56	1.980	$ 73,513.44	2.030	$ 75,369.84
15	1.685	$ 62,560.68	1.800	$ 66,830.40	1.895	$ 70,357.56	1.980	$ 73,513.44	2.030	$ 75,369.84
16	1.700	$ 63,117.60	1.815	$ 67,387.32	1.910	$ 70,914.48	1.995	$ 74,070.36	2.045	$ 75,926.76
17	1.700	$ 63,197.60	1.815	$ 67,387.32	1.910	$ 70,914.48	1.995	$ 74,070.36	2.045	$ 75,926.76
18	1.700	$ 63,197.60	1.815	$ 67,387.32	1.910	$ 70,914.48	1.995	$ 74,070.36	2.045	$ 75,926.76
19	1.730	$ 64,231.44	1.815	$ 67,387.32	1.910	$ 70,914.48	1.995	$ 74,070.36	2.045	$ 75,926.76
20	1.730	$ 64,231.44	1.845	$ 68,501.16	1.940	$ 72,028.32	2.025	$ 75,184.20	2.075	$ 77,040.60
21	1.730	$ 64,231.44	1.845	$ 68,501.16	1.940	$ 72,028.32	2.025	$ 75,184.20	2.075	$ 77,040.60
22	1.730	$ 64,231944	1.845	$ 68,501.16	1.940	$972,028.32	2.025	$ 75,184.20	2.075	$ 77,040.60
23	1.730	$ 64,231.44	1.845	$ 68,501.16	1.940	$ 72,028.32	2.025	$ 75,184.20	2.075	$ 77,040.60
24	1.730	$ 64,231.44	1.845	$ 68,501916	1.940	$ 72,028.32	2.025	$ 75,184.20	2.075	$ 77,040.60
25	1.775	$ 65,902.20	1.890	$ 70,171992	1.985	$ 73,699.08	2.070	$ 76,854.96	2.125	$ 78,897.00

2026-2027

TEACHER INDEX

Base Salary $ 38,241.84

Year Exp.	BA		BA+150		MA		MA+15		MA+30	
0	1.100	$ 42,066.02	1.150	$ 43,978.12	1.180	$ 45,125.37	1.265	$ 48,375.93	1.315	$ 50,288.02
1	1.145	$ 43,786.91	1.200	$ 45,890.21	1.235	$ 47,228.67	1.320	$ 50,479.23	1.370	$ 52,391.32
2	1.190	$ 45,507.79	1.250	$ 47,802.30	1.290	$ 49,331.97	1.375	$ 52,582.53	1.425	$ 54,494.62
3	1.236	$ 47,266.91	1.300	$ 49,714.39	1.345	$ 51,435.27	1.430	$ 54,685.83	1.480	$ 56,597.92
4	1.280	$ 48,949.56	1.350	$ 51,626.48	1.400	$ 53,538.58	1.485	$ 56,789.13	1.535	$ 58,701.22
5	1.325	$ 50,670.44	1.400	$ 53,538.58	1.455	$ 55,641.88	1.540	$ 58,892.43	1.590	$ 60,804.53
6	1.370	$ 52,391.32	1.450	$ 55,450.67	1.510	$ 57,745.18	1.595	$ 60,995.73	1.645	$ 62,907.83
7	1.415	$ 54,112.20	1.500	$ 57,362.76	1.565	$ 59,848.48	1.650	$ 63,099.04	1.700	$ 65,011.13
8	1.460	$ 55,833.09	1.550	$ 59,274.85	1.620	$ 61,951.78	1.705	$ 65,202.34	1.755	$ 67,114.43
9	1.505	$ 57,553.97	1.600	$ 61,186.94	1.675	$ 64,055.08	1.760	$ 67,305.64	1.810	$ 69,217.73
10	1.550	$ 59,274.85	1.650	$ 63,099.04	1.730	$ 66,158.38	1.815	$ 69,408.94	1.865	$ 71,321.03
11	1.595	$ 60,995.73	1.700	$ 65,011.13	1.785	$ 68,261.68	1.870	$ 71,512.24	1.920	$ 73,424.33
12	1.640	$ 62,716.62	1.750	$ 66,923.22	1.840	$ 70,364.99	1.925	$ 73,615.54	1.975	$ 75,527.63
13	1.685	$ 64,437.50	1.800	$ 68,835.31	1.895	$ 72,468.29	1.980	$ 75,718.84	2.030	$ 77,630.94
14	1.685	$ 64,437.50	1.800	$ 68,835.31	1.895	$ 72,468.29	1.980	$ 75,718.84	2.030	$ 77,630.94
15	1.685	$ 64,437.50	1.800	$ 68,835.31	1.895	$ 72,468.29	1.980	$ 75,718.84	2.030	$ 77,630.94
16	1.700	$ 65,011.13	1.815	$ 69,408.94	1.910	$ 73,041.91	1.995	$ 76,292.47	2.045	$ 78,204.56
17	1.700	$ 65,011.13	1.815	$ 69,408.94	1.910	$ 73,041.91	1.995	$ 76,292.47	2.045	$ 78,204.56
18	1.700	$ 65,011.13	1.815	$ 69,408.94	1.910	$ 73,041.91	1.995	$ 76,292.47	2.045	$ 78,204.56
19	1.730	$ 66,158.38	1.815	$ 69,408.94	1.910	$ 73,041.91	1.995	$ 76,292.47	2.045	$ 78,204.56
20	1.730	$ 66,158.38	1.845	$ 70,556.19	1.940	$ 74,189.17	2.025	$ 77,439.73	2.075	$ 79,351.82
21	1.730	$ 66,158.38	1.845	$ 70,556.19	1.940	$ 74,189.17	2.025	$ 77,439.73	2.075	$ 79,351.82
22	1.730	$ 66,158.38	1.845	$ 70,556.19	1.940	$ 74,189.17	2.025	$ 77,439.73	2.075	$ 79,351.82
23	1.730	$ 66,158.38	1.845	$ 70,556.19	1.940	$ 74,189.17	2.025	$ 77,439.73	2.075	$ 79,351.82
24	1.730	$ 66,158.38	1.845	$ 70,556.19	1.940	$ 74,189.17	2.025	$ 77,439.73	2.075	$ 79,351.82
25	1.775	$ 67,879.27	1.890	$ 72,277.08	1.985	$ 75,910.05	2.070	$ 79,160.61	2.125	$ 81,263.91

2027-2028

TEACHER INDEX

Base Salary $ 39,389.10

Year Exp.	BA		BA+150		MA		MA+15		MA+30	
0	1.100	$ 43,328.00	1.150	$ 45,297.46	1.180	$ 46,479.13	1.265	$ 49,827.21	1.315	$ 51,796.66
1	1.145	$ 45,100.51	1.200	$ 47,266.91	1.235	$ 48,645.53	1.320	$ 51,993.61	1.370	$ 53,963.06
2	1.190	$ 46,873.02	1.250	$ 49,236.37	1.290	$ 50,811.93	1.375	$ 54,160.01	1.425	$ 56,129.46
3	1.236	$ 48,684.92	1.300	$ 51,205.82	1.345	$ 52,978.33	1.430	$ 56,326.41	1.480	$ 58,295.86
4	1.280	$ 50,418.04	1.350	$ 53,175.28	1.400	$ 55,144.73	1.485	$ 58,492.81	1.535	$ 60,462.26
5	1.325	$ 52,190.55	1.400	$ 55,144.73	1.455	$ 57,311.13	1.540	$ 60,659.21	1.590	$ 62,628.66
6	1.370	$ 53,963.06	1.450	$ 57,114.19	1.510	$ 59,477.53	1.595	$ 62,825.61	1.645	$ 64,795.06
7	1.415	$ 55,735.57	1.500	$ 59,083.64	1.565	$ 61,643.93	1.650	$ 64,992.01	1.700	$ 66,961.46
8	1.460	$ 57,508.08	1.550	$ 61,053.10	1.620	$ 63,810.33	1.705	$ 67,158.41	1.755	$ 69,127.86
9	1.505	$ 59,280.59	1.600	$ 63,022.55	1.675	$ 65,976.73	1.760	$ 69,324.81	1.810	$ 71,294.26
10	1.550	$ 61,053.10	1.650	$ 64,992.01	1.730	$ 68,143.13	1.815	$ 71,491.21	1.865	$ 73,460.66
11	1.595	$ 62,825.61	1.700	$ 66,961.46	1.785	$ 70,309.53	1.870	$ 73,657.61	1.920	$ 75,627.06
12	1.640	$ 64,598.12	1.750	$ 68,930.92	1.840	$ 72,475.94	1.925	$ 75,824.01	1.975	$ 77,793.46
13	1.685	$ 66,370.63	1.800	$ 70,900.37	1.895	$ 74,642.34	1.980	$ 77,990.41	2.030	$ 79,959.86
14	1.685	$ 66,370.63	1.800	$ 70,900.37	1.895	$ 74,642.34	1.980	$ 77,990.41	2.030	$ 79,959.86
15	1.685	$ 66,370.63	1.800	$ 70,900.37	1.895	$ 74,642.34	1.980	$ 77,990.41	2.030	$ 79,959.86
16	1.700	$ 66,961.46	1.815	$ 71,491.21	1.910	$ 75,233.17	1.995	$ 78,581.24	2.045	$ 80,550.70
17	1.700	$ 66,961.46	1.815	$ 71,491.21	1.910	$ 75,233.17	1.995	$ 78,581.24	2.045	$ 80,550.70
18	1.700	$ 66,961.46	1.815	$ 71,491.21	1.910	$ 75,233.17	1.995	$ 78,581.24	2.045	$ 80,550.70
19	1.730	$ 68,143.13	1.815	$ 71,491.21	1.910	$ 75,233.17	1.995	$ 78,581.24	2.045	$ 80,550.70
20	1.730	$ 68,143.13	1.845	$ 72,672.88	1.940	$ 76,414.84	2.025	$ 79,762.92	2.075	$ 81,732.37
21	1.730	$ 68,143.13	1.845	$ 72,672.88	1.940	$ 76,414.84	2.025	$ 79,762.92	2.075	$ 81,732.37
22	1.730	$ 68,143.13	1.845	$ 72,672.88	1.940	$ 76,414.84	2.025	$ 79,762.92	2.075	$ 81,732.37
23	1.730	$ 68,143.13	1.845	$ 72,672.88	1.940	$ 76,414.84	2.025	$ 79,762.92	2.075	$ 81,732.37
24	1.730	$ 68,143.13	1.845	$ 72,672.88	1.940	$ 76,414.84	2.025	$ 79,762.92	2.075	$ 81,732.37
25	1.775	$ 69,915.64	1.890	$ 74,445.39	1.985	$ 78,187.35	2.070	$ 81,535.43	2.125	$ 83,701.83

APPENDIX B-1
SUPPLEMENTAL PAY

POSITION	***% OF B.A. BASE***
System: Special Education including speech language/hearing personnel	2.5%
Gifted and ELL Teachers	1.00%
Destination Imagination (1-6)	2.00%
Elementary	
(1-2) Flag Football	2.50%
(1-2) Basketball (Boys)	2.50%
(1-2) Basketball (Girls)	2.50%
Afternoon bus duty (+ K-6)	2.00%

APPENDIX B-1
SUPPLEMENTAL PAY

POSITION	***% OF B.A. BASE***
System: Special Education including speech language/hearing personnel	2.5%
Gifted and ELL Teachers	1.00%
Destination Imagination (1-6)	2.00%
Elementary	
(1-2) Flag Football	2.50%
(1-2) Basketball (Boys)	2.50%
(1-2) Basketball (Girls)	2.50%
Afternoon bus duty (K-6)	2.00%
Junior High	
Athletic/Athletic-Related	
Head Football - 8th Grade	6, 7, 8, 9,10 & 11
Asst. Football - 8th Grade	4, 5, 6, 7, 8 & 9
Head Football - 7th Grade	6, 7, 8, 9, 10 & 11
Asst. Football - 7th Grade	4, 5, 6, 7, 8 & 9
Head Boys Basketball - 8th Grade	6. 7, 8, 9,10 & 11
Head Boys Basketball - 7th Grade	6, 7, 8, 9, 10 & 11
Head Girls Basketball - 8th Grade	6, 7, 8, 9,10 & 11
Head Girls Basketball - 7th Grade	6, 7, 8, 9,10 & 11
Head Boys Track	4, 5, 6, 7, 8 & 9
Asst. Boys Track	3, 4, 5, 6, 7 & 8
Head Girls Track	4, 5, 6, 7, 8 & 9
Asst. Girls Track	3, 4, 5, 6, 7 & 8
Head Volleyball - 8th Grade	4, 5, 6, 7, 8 & 9
Head Volleyball - 7th Grade	4, 5, 6, 7, 8 & 9
Head Wrestling	4, 5 ,6, 7, 8 & 9

Asst. Wrestling	3, 4, 5, 6, 7 & 8
Cheerleader Advisor	6, 7, 8, 9, 10, & 11
Faculty Manager	6, 7, 8, 9,10 & 11
Pep Club	2.00%
Head Cross Country	3, 4, 5, 6, 7 & 8
Head Golf	4, 5 ,6, 7, 8 & 9

POSITION	***% OF B.A. BASE***
Junior High Non-Athletic	
Junior High School Paper	2.00%
Junior High Yearbook	2.00%
Student Council	2.00%
Hero Club	2.00%
Senior High	
Athletic/Athletic-Related	
Head Football	18, 19,20, 21, 22 & 23
Asst. Football (1-5)	10, 11,12, 13, 14 & 15
9th Grade Head Football	8, 9,10, 11, 12 & 13
9th Grade Asst. Football	8, 9,10, 11, 12 & 13
Head Boys Basketball	18, 19,20, 21, 22 & 23
Asst. Boys Basketball	10, 11,12, 13, 14 & 15
Junior Varsity Boys Basketball	10, 11,12, 13, 14 & 15
9th Grade Boys Basketball	8, 9,10, 11, 12 & 13
Head Girls Basketball	18, 19,20, 21, 22 & 23
Asst. Girls Basketball	10, 11,12, 13, 14 & 15
Junior Varsity Girls Basketball	10, 11,12, 13, 14 & 15
9th Grade Girls Basketball	8, 9,10, 11, 12 & 13
Head Boys Track	14, 15,16, 17, 18 & 19
Asst. Boys Track (1-2)	6,7, 8, 9, 10 & 11
Head Girls Track	14, 15,16, 17, 18 & 19
Asst. Girls Track (1-2)	6,7, 8, 9, 10 & 11
Head Baseball	14, 15,16, 17, 18 & 19
Asst. Baseball	6,7, 8, 9, 10 & 11
Junior Varsity Baseball	6,7, 8, 9, 10 & 11
Head Wrestling	14, 15,16, 17, 18 & 19
Asst. Wrestling	6,7, 8, 9, 10 & 11
Head Volleyball	14, 15,16, 17, 18 & 19
Asst. Volleyball	6,7, 8, 9, 10 & 11
9th Grade Volleyball	6, 7, 8, 9 & 10
Head Softball	14, 15,16, 17, 18 & 19
Asst. Softball	6,7, 8, 9, 10 & 11

Junior Varsity Softball	6,7, 8, 9, 10 & 11
Boys Head Soccer	14, 15,16, 17, 18 & 19

POSITION	***% OF B.A. BASE***
Asst. Boys Soccer	6,7, 8, 9, 10 & 11
Girls Head Soccer	14, 15,16, 17, 18 & 19
Asst. Girls Soccer	6,7, 8, 9, 10 & 11
Head Boys'/Girls' Cross Country	14, 15,16, 17, 18 & 19
Assistant Boys'/Girls' Cross Country	6,7, 8, 9, 10 & 11
Head Boys' Golf	4, 5, 6, 7, 8 & 9
Head Girls' Golf	4, 5, 6, 7, 8 & 9
Boys' Tennis	4, 5, 6, 7, 8 & 9
Girls' Tennis	4, 5, 6, 7, 8 & 9
Competition Cheer	4, 5, 6, 7, 8 & 9
Cheerleader Advisor Grade 9	4, 5, 6, 7, 8 & 9
Cheerleader Advisor - High School	9, 10, 11, 12, 13 & 14
Pep Club	2.00%
Weight Room (1-2)	5, 6 & 7
Senior High Non-Athletic Related	
AV Director	4,5
Auditorium Coordinator	4, 5
Senior High Yearbook	6,7, 8, 9, 10 & 11
Senior High Paper	2.00%
Choir	5.00%
Fall Play Supervisor	5.00%
Assistant in Fall Play Production	3.00%
Spring Play Supervisor	5.00%
Assistant In Spring Play Production	3.00%
Junior Class Prom Advisor	5.00%
Senior Class Advisor	2.00%
Junior Class Advisor	2.00%

Sophomore Class Advisor	2.00%
Freshman Class Advisor	2.00%
Spanish Club	2.00%
French Club	2.00%
German Club	2.00%
Honor Society	2.00%
Art Honor Society	2.00%
Academic Challenge (1-2)	2.00%

POSITION	***% OF B.A. BASE***
Student Council	2.00%
Computer Club	2.00%
Poetry Club	2.00%
Interact	2.00%
Key Club	2.00%
A.F.S.	2.00%
TACT	2.00%
Office Education Association	2.00%
Esports Club	5.00%
Flag-Majorette	2.00%
Dance	2.00%
Percussion	2.00%
Band Director	14, 15, 16, 17, 18 & 19
Asst. Band Director	6, 7, 8, 9, 10 & 11
Ski Club	2.00%

Note: Decisions to hire or not hire any supplemental position(s) is strictly a management right. No contract will be deemed valid until such resolution for hire for any position is made by the Board of Education.

All supplemental contracts will automatically expire at the end of their term without further notification from the Board (Article VII. Section IA).

APPENDIX B-2
Creation or Alteration of Supplemental Contracts

The creation of additional supplemental contract positions may be suggested by an administrator or a bargaining unit member. Bargaining unit members may petition for creation of a new supplemental by completing form Application for Creating New Supplemental Position, Appendix B-3. If new supplemental positions are created by the Administration or after petition by a bargaining unit member, or if the duties connected with an existing position are substantially altered, the pay for the newly created or altered position shall be mutually agreed upon by the Superintendent or designee and the Association President or designee. Once added, a supplemental position shall remain in effect until the termination of this Contract. A revised list of supplementals may be published during each year of the contract at the joint discretion of the Superintendent and the Association President. Such additional supplemental positions and supplemental salary indices shall be added in an Appendix of this Contract.

APPENDIX B-3
Application for Creating New Supplemental Position

Directions: Complete this form and give one copy to your building Principal and another copy to the Association President.

1. Name of Requestor: _____ Building: _____ Date: _____

2. Proposed Supplemental Name/Club/Organization: _____

3. Building(s) served by the supplemental: _____

4. Anticipated number of students involved: _____

5. How often will this group meet? __ Weekly __ Monthly Other _____

6. What is the duration of this activity?

   ___ Entire year ___ One semester Other _____

7. Define the major goals of this group:

   a. _____

   b. _____

   c._____

   d. _____

   e. _____

8. In addition to meeting with and leading students, what, if any, are other time commitments required of the advisor?

9. Please list any other information you believe useful.

10. If possible, please submit salaries from other districts offering similar supplemental positions.

APPENDIX C-1
GRIEVANCE PROCEDURE INFORMAL

STEP ONE

Name of Grievant: _____ Date _____

Subject Area or Grade:

Name of Principal/Supervisor:

Statement of Problem (include date of alleged violation and identification of the Article/Section of the negotiated agreement allegedly violated):

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Grievant Signature of Supervisor

APPENDIX C-2
GRIEVANCE PROCEDURE FORMAL
STEP TWO

Name of Grievant: Date of Filing:

Grievance Number: Building:

Subject Area or Grade:

Name of Principal/Supervisor:

Dates of Alleged Violation:

I. State the specific section(s) of the agreement that you feel has been violated, misinterpreted, or misapplied.

II. Describe the incident(s) which you feel constitute your grievance.

III. Action Requested

Grievant Date

Grievance Received by Date
Principal/Supervisor/Superintendent

Attach a disposition of the Grievance at Step I and forward to the Superintendent.

APPENDIX D
APPLICATION FOR ASSAULT LEAVE

Employee's Name: _____

School Assigned: _____

The undersigned says that is making application for the use of Assault Leave.

The undersigned in order to be eligible for assault leave, will comply with the following requirements:

A. Apply for Workmen's Compensation Benefits

If Workmen's Compensation Benefits are paid, the Board shall pay to such employees the difference between the benefits and the employee's regular salary.

_____ _____

Date Submitted Employee's Signature

Approved Disapproved

By Date

APPENDIX E
SICK LEAVE TRANSFER

Dear _____

This letter is to certify that I, , an employee of the Salem City Schools, hereby contribute one day of my accrued and unused sick leave to , a current employee of the Salem City Schools.

I understand that this transfer of sick leave days is irrevocable and I hereby waive any rights or claims that I might have had to the number of days indicated above. Further, I agree that my current sick leave accumulation shall be immediately reduced by the one day specified above.

Thank you.

Sincerely,

_____	_____
Signature of Employee	Signature of the Witness
_____	_____
Employee's Name - Printed	Witness' Name – Printed
_____	_____
_____	_____
Employee's Address	Witness' Address
_____	_____
Date	Date

APPENDIX F

TRAVELING TEACHERS
SALEM CITY SCHOOL DISTRICT
TRAVEL EXPENSE REPORT
(Mileage Reimbursement Within District)

Name: _____ Position: _____

Pay Period: _____ To _____
From

Mileage Rate:

Travel Date:	*Building:*	*Mileage:*	*Rate:*	*Total:*
Example - 1 way 12/1/2003	From: HS To: MS			
Example– RT 1211/2003	From: HS To: MS			
	From: To:			
	From: To:			
	From: To:			
	From: To:			
	From: To:			
	From: To:			
GRAND TOTAL:			$	

Employee Signature: _____

Supervisor Approval: _____

Mileage chart between buildings:

	HS	SE	BU	RE	MK.	Bus G
JR/HS						
SE						
BU						
RE						
MK						
Bus G						

PLEASE ACCESS "P" DRIVE, FORMS FOLDER FOR CURRENT MILEAGE RATE.

APPENDIX G-1

Individual Professional Development Plan:

The Appeals Process

1. The review and approval of an educators' professional development plan by the District LPDC is a matter of legal and ethical importance, and the school district and its Local Professional Development Committee recognizes the need to provide due process to an educator who feels that his/her professional development plan has not received fair consideration by the District LPDC in accordance with Ohio law and District procedures.

2. It is the belief of those who worked together to crease the District's policies and procedures for the submission of educator professional development plans and the review and approval of those plans by the District's PPDC that Appeals can be avoided by:

   a) Creating policies and procedures which are available to everyone and easy to follow;

   b) Sharing legal requirements and certification/licensure standards with all educators;

   c) Clearly communicating to District educators what the expectations are for preparing a professional development plan, gaining approval for local CEU's and renewing their certificate or license through the District LPDC;

   d) Insuring that District educators understand their personal and professional responsibilities to seek professional growth which improves teaching and learning within their classroom, building and school district;

   e) Impressing upon each educator that he/she is responsiblelfor maintaining records of professional development throughout his/her career and that he/she bears responsibility for any and all requirements for maintaining appropriate credentials.

3. The Appeal's Process is initiated by an educator whose professional development plan is not approved by the District LPDC. For the purposes of definition, the "plan" includes all of its components: educator goals, activities and approval of local continuing education units and university course work.

4. Reconsiderationl is the first step in an appeal. If the District LPDC does not approve an educator's professional development plan, the educator has the opportunity to request reconsideration of his/her plan by the committee. This request should be made in writing by the educator to the Chairperson of the District LPDC. During this

reconsideration, the educator may submit such additional documentation, explanation or correction to permit approval of the educator's professional development plan by the committee. Following the conclusion of this reconsideration process and deliberation of the District LPDC, the committee shall communicate its approval or lack of approval of the educator's professional development plan in writing and within ten days to the educator.

5. The Appeal is the final step in the process. It remains the prerogative of the educator to submit, revise or correct a professional development plan that has not been approved by the District LPDC at any time before, during, or after the Appeals process in order to gain committee approval.

APPENDIX G-2

Salem City Schools
Individual Professional Development Proposal
Notice of Intent to Appeal
_____Date Submitted
Original Proposal Number

Learner Centered

Professional Integrated

Individual Professional Development Plan

_____ I intend to appeal the decision of the LPDC in person. Listed below are my reasons for appealing the decision. Please schedule an appeal date.

_____ I intend to appeal the decision of the LPDC in writing. Listed below are my reasons for appealing the decision.

The following are my reasons for appealing the decision of the LPDC to deny my IPDP. (Please attach additional sheets if necessary).

_____

For Committee Use Only

Date of Appeal Meeting

Result _____

_____

_____

_____

_____

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 2.2 Element 2.4 Element 2.5			communicate the connections to students.	the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*					
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		differentiated instructional strategies or resources.	instructional strategies or resources.		strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Element 5.1 Element 5.2	students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference,*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**collaboration with families** Element 6.1 Element 6.2		engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics

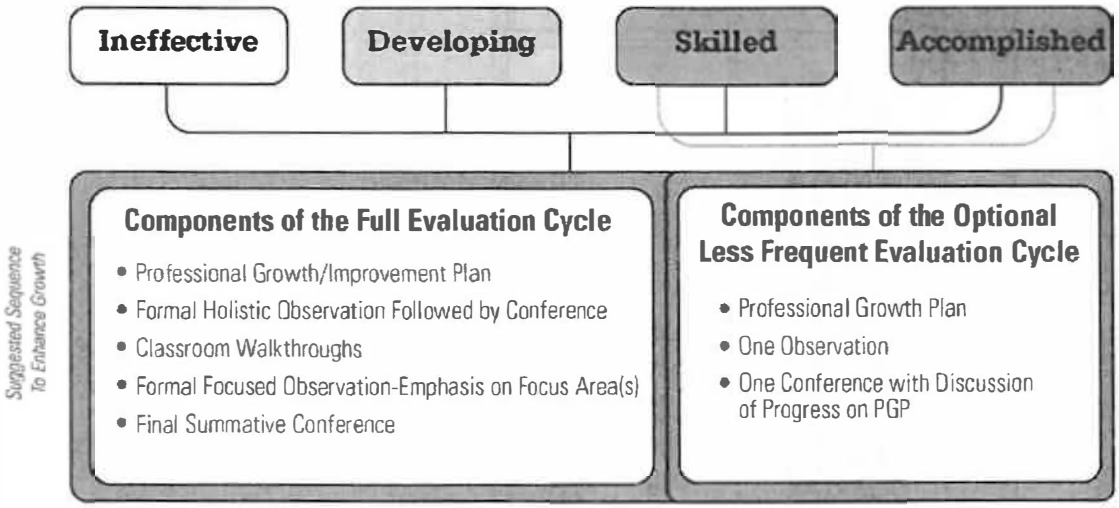
ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.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

APPENDIX H-2

Ohio Teacher Evaluation System (OTES 2.0) Framework*

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

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



Essential Components

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two required conferences, two formal observations of at least 30 minutes each and at least two classroom walkthroughs. See details below:

- One Formal Holistic Observation, followed by a conference;
- Walkthroughs – *with an emphasis on identified focus area(s) when applicable*;
- One Formal Focused Observation – *with an emphasis on identified focus area(s);* and
- One Summative Conference.

Professional Growth and Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

- Based upon the results of the evaluation; and
- Aligned to any existing school district or building improvement plan.

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

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

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

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

High-Quality Student Data to Inform Instruction and Enhance Practice

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

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

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- ☐ Align to learning standards
- ☐ Measure what is intended to be measured
- ☐ Be attributable to a specific teacher for course(s) and grade level(s) taught
- ☐ Demonstrate evidence of student learning (achievement and/or growth)
- ☐ Follow protocols for administration and scoring
- ☐ Provide trustworthy results
- ☐ Not offend or be driven by bias

AND the teacher must use the data generated from the high-quality student data instrument by:

- ☐ Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- ☐ Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students

- ☐ Informing instruction and adapting instruction to meet student need based upon the information gained from the data analysis
- ☐ Measuring student learning (achievement and/or growth) and progress towards achieving state and local standards

Additional Requirements

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

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

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

LEGAL REFS. ORC 3319.111; 3319.112

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

**Districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. However, *the notice requirements for being placed on an*

Improvement Plan, the components of the plan and *the implementation process for the plan* may be subject to the terms of a collective bargaining agreement.

APPENDIX H-3-A

Walkthroughs/Informal Observations: Overview and Resources Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers

Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often

The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on

teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support

Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
Instructional time is used effectively	Information is presented in multiple formats
Teacher combines collaborative and whole class learning opportunities	Routines, procedures and transitions are consistent, effective and maximize instructional time
Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	Feedback is substantive, specific, timely and supports student learning
Lesson makes clear and coherent connections with student prior learning and future learning	Teacher selects, develops and uses multiple assessments
Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	Teacher uses differentiated instructional strategies and resources for groups of students
Other:	Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ **Photocopy to Teacher**

APPENDIX H-3-B

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

APPENDIX H-4

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text.

Evaluator Name: Click or tap here to enter text.

Content Area(s): Click or tap here to enter text.

Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.

2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature:

Date: Click or tap to enter a date.

HQSD Approval Signature:

Date: Click or tap to enter a date.

FINAL March 27, 2020

APPENDIX H-5

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐Jointly Developed (Skilled) ☐Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery		☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	**Qualitative or Quantitative Measurable Indicators:** Evidence Indicating Progress on the Goal(s)	**Dates Discussed**
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature:_____ Date: _____

Evaluator's Signature:e_____ Date: _____

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

APPENDIX H-6

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

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

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature:$_____$$ $$_____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: $____$____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: $____$ Date: _____

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