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AGREEMENT

BETWEEN

**THE IRONTON CITY SCHOOLS
BOARD OF EDUCATION**

AND

**THE IRONTON
EDUCATION ASSOCIATION**

July 1, 2025 thru June 30, 2027

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ARTICLE 1: RECOGNITION

A. The Ironton City Board of Education, hereinafter referred to as the "Board", recognizes the Ironton Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for the bargaining unit as defined in paragraph B.

B. The Association shall be recognized as the exclusive representative of all full-time and part-time certificated personnel including teachers, Title I teachers, school nurses, guidance counselors, speech therapists, and librarians.

Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

C. Excluded from the bargaining unit shall be all other employees of the Ironton City Schools, including supervisory, management, confidential, seasonal and casual employees as defined in Section 4117.01 of the Ohio Revised Code, secretaries and teacher aides. Per ORC Section 3319.10, after 60 days of work as a substitute with an assignment of one specific teaching position, a substitute teacher qualifies for benefits and salary of regular teachers.

D. Full-Time and Part-Time Certificated Personnel.

1. "Full-Time" certificated personnel shall be those who work the full schedule of hours as defined in Article 22 for a minimum of one hundred and twenty (120) workdays or more in a work year. This shall not include any hours worked as substitute teachers.

2. "Part-Time" certificated personnel shall be those who work less than the full schedule of hours as defined in Article 22 and/or less than the minimal standard of one hundred and twenty (120) work days.

ARTICLE 2: ASSOCIATION RIGHTS

A. Recognition of the Association as the sole and exclusive representative shall confer upon the Association certain exclusive rights during the term of this Agreement or any written extension thereof.

B. The agenda, and non-confidential attachments to said agenda relative to pending Board Actions and approved minutes of the Board shall be made available to the Association President at the close of the workday on the day of their distribution to Board members. Board packets sent to the Association will include the same information sent to Board members, including executive session agenda, but not confidential documents. The Association President shall, if time allows, be informed of any agenda changes or additions made on the day of the Board

meeting. If changes or additions are made on the day of the Board meeting, those materials shall be made available to the Association President or his/her designee upon arrival at the Board meeting.

C. The Treasurer of the Board shall, upon request of the President of the Association, provide a copy of any requested documents within a reasonable time frame.

The Association shall be provided with access to public documents that are regularly and routinely prepared in the normal course of the district business.

The president will also be provided all documents that are included, but not be limited to, Board agendas, minutes, Treasurer's reports, and at the time of the Board meeting any addendums added to the meeting.

D. The Association shall be permitted to use one (1) specifically designated bulletin board in each school for communicating with bargaining unit members**,** provided that it is not being used for any levy, issue or candidate campaign-related communications. The bulletin board shall be designated by the Principal of each school, but shall be in an area frequented by bargaining unit members. The Association agrees not to post any derogatory material on the bulletin board provided for its exclusive use.

E. To facilitate communication between the bargaining unit members, the Association shall have the opportunity to use the teacher mailboxes to disseminate routine information to its members**,** provided that it is not being used for any levy, issue or candidate campaign-related communications. It shall be the responsibility of the Association to distribute its materials to the members, and this shall not interfere with teaching time or other assigned duties of any bargaining unit members. The use of the district's email system by the Association shall be governed by the Acceptable Use Policy as contained in Appendix E of this contract.

F. Visitation by IEA Representatives.

1. Whenever possible all visits to the school by a representative(s) of the IEA shall be arranged in advance.

2. Visits by the IEA President or representative(s) shall not interfere with a bargaining unit member or bargaining unit member's teaching duties and such visits normally will be scheduled after normal school hours.

3. The IEA President and/or representative(s) shall report to the front office of the school upon arrival, unless called to the building by the principal.

4. Visits by the IEA President and/or representative(s) with bargaining unit

members shall only be held in an area designated by the building Principal. The principal shall provide a private area ordinarily free of interruptions.

G. The Association may be granted use of school facilities at no cost for regular business meetings, not to include strike organizational meetings. meetings or levy, issue or candidate campaign-related meetings. Per Board policy and Ohio law, school premises shall not be used to raise funds for political purposes. Association meetings may not interfere with regular scheduled activities. The Association may meet with new hires immediately following new hire orientation, as arranged with Superintendent or designee.

H. The Association President or his/her designee may be recognized by the Superintendent to address the Board for a specified period of time relative to any agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association to the Superintendent. The request must be at least four (4) days prior to the scheduled meeting, to enable the Superintendent to comply with Board policy on distribution of agendas.

I. The Association may be permitted reasonable use of school telephones and the school copier provided they are not being used or are not required for any school business or activity, and provided that they are not being used for any levy, issue or candidate campaign-related communications. Supplies or fees for such use shall be provided or paid by the Association.

J. If the United States Supreme Court's *Janus* decision is reversed in the future, the Fair Share Fee provisions contained in Article 2, Section J, of the 2016-2019 contract will be reinstated without bargaining.

ARTICLE 3: MANAGEMENT PREROGATIVES OF THE BOARD

A. Except as specifically limited by the terms and provisions of this Agreement, the Board, the Superintendent and the Principals shall retain all rights, powers and authorities vested in them prior to the date of this Agreement.

B. The rights, powers, authorities mentioned in the above shall include but shall not be confined to the following;

1. The right to manage and control the schools, to determine matters of inherent
managerial policy, to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules of events, schedules of working hours, assignments of employees, and the right to establish and maintain and

amend occupational classifications, to establish work rules and regulations, to lay off and recall employees whenever necessary.

2. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings, the compensation and reimbursement of expenses incurred, and to approve the overall budget.

3. The authority to direct, supervise, evaluate, hire, rehire, promote, retain, suspend, discipline, demote, or discharge for just cause, assign and reassign employees, to effectively manage the work force, to maintain discipline and efficiency, non-renew and discharge employees, to determine employee schedules, to determine the adequacy of the work force, to determine the overall mission and standards of the Board as the employer and in furtherance of its responsibility to the students and community of the school district.

4. All rights, powers and authorities granted at any time to Boards of Education, School Superintendents and Principals by the laws of the State of Ohio, including Section 4117.08 of the Ohio Revised Code as well as such rights powers and authorities which can reasonably be inferred there from.

C. Where the rights, powers and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4: NEGOTIATIONS PROCEDURES

A. Negotiations for a successor Agreement shall proceed in accordance with the Ohio Revised Code Chapter 4117.14.

B. Alternative Impasse Procedure.

The impasse procedure herein shall supersede and replace the impasse procedures set forth under Ohio Revised Code Chapter 4117.14.

The parties pledge themselves to negotiate in good faith and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are or may be provided.

The parties agree to negotiate in good faith, exchanging proposals and ideas in an effort to obtain a successor agreement. When either party declares impasse, the parties shall jointly contact FMCS or other mutually agreed upon

mediation/mediation service for an assignment of a Mediator to attempt to mediate the issues at impasse.

C. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All extensions shall be for a specified period of time.

D. Impasse may be declared by either party. If after mediation the parties are still at impasse, the Union may exercise their right to strike under Ohio Revised Code 4117.14 procedures, with proper notification to the Board of Education.

ARTICLE 5: GRIEVANCE PROCEDURE

A. The following procedures shall be followed with regard to any and all grievances:

1. An alleged violation shall first be discussed informally between the unit member and his/her Principal before a formal written grievance is filed. A grievance must be submitted to the formal grievance procedure within ten (10) work days after the incident occurs giving rise to the grievance or after the grievant reasonably should have known of the incident.

2. If the problem is resolved at the informal meeting, the agreed-upon resolution will be written up and signed by both parties.

3. If the problem remains unsolved, a formal grievance shall be filed with the Principal and copied to the Superintendent**.**

B. GENERAL PROVISIONS:

1. No grievant may be represented by any employee organization other than the Association in any grievance procedure initiated pursuant to this procedure.

2. A grievance may be withdrawn at any level without prejudice or record. The Association has the right to be present for the adjustment of any and all grievances. The Association President shall receive copies of all communications in the processing of grievances at the time the grievant is notified**.**

3. Any individual unit member of the Association itself may file a grievance, which is an alleged violation, misinterpretation, or misapplications of any matter negotiated and determined under the provisions of this Agreement within fifteen (15) days of the event or circumstance being grieved. The time limits provided herein shall be adhered to strictly as maximums for each grievance to ensure rapid resolution of problems and issues concerned, unless otherwise agreed by both parties to this Agreement. Lack of adherence to the time limits shall result in the resolution of the grievance at the level in which the timeline was not met. Time limits may be extended only by mutual agreement of all parties concerned.

4. The official grievance form (included in the Appendix to this Agreement) shall include the following information:

    a. A brief description of the alleged grievance and the time, place and date it occurred;

    b. The specific contract provision(s) alleged to be violated, misapplied, or misinterpreted;

    c. The relief or remedy sought;

    d. The date of submittal; and

    e. The signature of the grievant or the association submitting the alleged grievance.

5. GRIEVANCE RECORDS:
    a. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.

    b. Forms for processing grievances shall be made available through designated officials of the Association, including Building Representatives and members of the Association Grievance Committee.

    c. All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance

resolutions and arbitration awards shall not be considered confidential.

c. No employee shall be subject to discrimination, harassment or intimidation as a result of filing a grievance or utilizing the grievance process.

d. All written communications shall be emailed either with a read receipt in which the recipient will acknowledge, hand delivered or mailed certified mail return receipt requested.

e. All Group and Association grievances which affect more than one (1) building and/or job classification shall be filed formally at Level 2.

f. All grievance meetings and hearings shall be held at locations and times that will give all participants required to be present a reasonable opportunity to attend.

PURPOSE:

A. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which may arise from time to time.

B. The following procedures shall be followed with regard to any and all grievances;

Informal notification:

An alleged violation shall first be discussed informally between the unit member and his/her Principal. Before filing a formal grievance, the grievant must send a written notice to the appropriate supervisor (typically the principal) of their concern (not described as a contract violation, but more informally as a concern). The supervisor shall have five (5) work days to attempt to resolve the concern.

Formal Level 1:

Within fifteen (15) workdays of the informal notification of concern that may lead to a grievance, a formal grievance shall be filed at Level 1 with the appropriate supervisor if the concern is not resolved. The grievance statement shall set forth the article allegedly violated, the facts constituting the alleged violation, the relief

sought, the date of the incident of the alleged violation, and the signature of the grievant. Within five (5) workdays after the receipt of the formal written grievance, the supervisor will hold a formal meeting with the grievant to discuss the grievance. The supervisor shall respond, in writing, to the grievance within five (5) workdays after this formal meeting.

Formal Level 2:

If the problem is still unresolved, the unit member may appeal to the Superintendent by providing written notice of the appeal and a copy of the grievance to the Superintendent within five (5) workdays after the issuance of the supervisor's response at Formal Level 1.

a. After the receipt of a formal written grievance, the Superintendent and the grievant shall have a meeting, within ten (10) workdays of the Superintendent's receipt of the formal written grievance.

b. The grievant's representation may include the Labor Relations Consultant of the Association. The Superintendent reserves the right to have counsel present at this meeting.

c. The Superintendent shall respond in writing to the grievance within ten (10) work days of this formal meeting.

   The Association may itself, through its Labor Relations Consultant, initiate a grievance at Formal Level 2 by supplying the Superintendent with a formal written grievance, when such grievance does not involve a particular unit member or principal, but instead involves an application of the Agreement that affects all bargaining unit members. An individual may only initiate a grievance at Formal Level 2 of the grievance procedure with the agreement of the Superintendent.

d. Optional Mediation Prior To Board Level

   If both parties agree, the grievance may be referred to grievance mediation with an FMCS mediator or another mutually agreed upon mediator/mediation service prior to the Board hearing. If mediation is unsuccessful, the grievant or Association representative must provide notice of the appeal to the Board within ten (10) work days after mediation.

Formal Level 3: Appeal to the Board

A grievant or the Association may appeal the decision of the superintendent to the Board by submitting a copy of the grievance to the Board President within ten (10) workdays of the Superintendent's decision, along with the complaints regarding the Superintendent's decision.

a. The grievant or the Association shall provide the Superintendent with a copy of the appeal at the same time it is provided to the Board President to allow adequate time for the Superintendent to arrange for consideration of the appeal at the Board meeting within thirty (30) days of the notice of appeal.

b. If both parties agree, the grievance may be referred to grievance mediation with an FMCS mediator or another mutually agreed upon mediator/mediation service prior to the Board hearing. If mediation is unsuccessful, the grievant or Association representative must provide notice of appeal to the Board within ten (10) workdays after mediation

c. The Superintendent will have ten (10) workdays after receipt of the written notice of appeal to notify the grievant(s) when the matter will be taken up before the Board.

The appeal before the Board shall be for the Board's consideration of the issue or issues raised by the grievance and the Superintendent's decision

The Board shall make a disposition of the appeal within ten (10) work days after the scheduled Board meeting in which the grievance is heard and shall promptly notify the grievant **or** the Association, as the case may be, of the decision of the Board or if the Board is unable to agree on decision. The grievant or the Association, as the case may be, may, if dissatisfied with the Board's decision, pursue legal remedies and may also resort to legal remedies if a prompt decision is not received from the Board.

Formal Level 4: Mandatory Grievance Mediation

If the grievance is not settled at Formal Level 3 and no mediation was held prior to the Board hearing, the grievance shall be referred to grievance mediation with an FMCS mediator or another mutually agreed upon mediator/mediation service. The selection of the mediator/mediation service shall be made within ten (10) workdays after receipt of the answer from the Board President at Formal Level 3.

Formal Level 5: Binding Arbitration

If the grievant(s) is not satisfied with the disposition of the grievance at Formal Level 4, the Association may request a hearing before an arbitrator by completing the proper form. The Association's request for arbitration shall be made within ten (10) workdays after the receipt of the Board's decision. The parties shall jointly request either Federal Mediation Conciliation Services (FMCS), American Arbitration Association (AAA) or Arbitration Mediation Services (AMS) to furnish their standard list of names (no fewer than seven names) from which an arbitrator shall be selected by the alternate strike method and notified in accordance with the rules of the FMCS, AAA, or AMS. If both parties are dissatisfied for any reason with the entire initial list of names, a second list of names may be requested.

The arbitrator's authority shall be limited to deciding whether the express articles of this agreement have been violated. The arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of this agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion not directly essential in reaching his/her decision.

The arbitrator's decision, if within the scope of his/her authority as set forth above, shall be final and binding on the Association, its members, the grievant(s), and the Board and its administrators, subject to the arbitration provisions of the Ohio Revised Code.

On all grievances affecting salary, the arbitrator may award back pay up to a maximum of three (3) years.

No grievance may be filed concerning a matter which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court.

The cost for arbitration, including the arbitrator's fee and incidental expenses such as travel shall be paid by the losing party. In a case where there is no clear losing party, the arbitrator has the right and duty to apportion the costs to each party as that arbitration case dictates. Each party shall be responsible for all expenses incurred by it in the presentation of its case, including the payment of witnesses and/or attorney's fees, if applicable. Either party may, at its option and its own expense, have the arbitration proceedings reported and transcribed. If both parties wish to have the proceedings reported and transcribed, they shall share equally in the cost of said reporting and transcription.

C. The time limits set forth herein may be extended by mutual agreement of the parties reduced to writing, and time shall not be considered of the essence, with the exception of cases involving the termination of a teacher with a continuing contract.

D. Failure of either party to proceed without giving notice of a need for an extension of time shall result in the dropping of the grievance (when the grievant or Association fails to proceed) or the grievance will be moved to the next step if the Administration fails to answer.

E. The procedures of this Agreement shall not affect the right of the grievant or the Association to exercise the right to file an unfair labor practice charge within the time prescribed by law.

ARTICLE 6: SEVERABILITY PROVISIONS

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

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

C. If during the term of this Agreement there is a change in any applicable state or federal law or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term(s), condition(s) of employment, or working condition(s) within sixty (60) days by demand of either party.

D. The negotiations procedures in Article 4 of this Agreement shall be followed for any of the above mentioned negotiations.

ARTICLE 7: NON-DISCRIMINATION

A. A member of the bargaining unit shall not be discriminated against or harassed by either the Board or the Association on the basis of race, sex, religion, national origin, handicap, veteran status, gender, ancestry, sexual orientation, age or union affiliation.

B. The Superintendent will annually remind building administrators that staff medical information shared with them is to be kept confidential and not shared with other staff, except as needed with union representatives and District administration.

ARTICLE 8: PERSONNEL FILES

A. A personnel file of each member of the bargaining unit may be maintained by the Principal of the location in which that member teaches. This file shall include but not be limited to copies of complaints against that bargaining unit member, all material kept by the principal for use in preparing evaluations of that member and related supervisory materials (i.e. Informal disciplines). The Principal shall forward copies of all official evaluations, complaints and formal disciplinary records and any other materials used in employment decisions for inclusion in the permanent personnel file maintained in the Board's administrative offices, not later than thirty (30) working days after the event or action giving rise to the document. The file at the Board office shall be limited to payroll records, official transcripts, copies of evaluations, certification information, job applications, copies of conference reports, record of employment, and other necessary administrative materials. Copies of the contracts of employment shall be available upon request.

B. Any personnel action including discipline of a bargaining unit member shall be based only upon material contained or reflected in the permanent personnel file in the Board office.

1. These files shall be kept confidential to the extent permitted by law. A copy of all materials placed in the permanent personnel file shall be sent to the member upon placement. Bargaining unit members may duplicate any item in their files at the rate of ten cents (10 cents) per sheet. IF anyone requests to view a member's personnel file, the member will be notified of such request.

2. The date and name of the person placing material in the permanent personnel shall be included on the document.

C. Individual bargaining unit members shall have access to their personnel files upon request to the Principal or to the Superintendent at a time that is mutually convenient, but not less than three (3) working days and does not interfere with the bargaining unit member's regularly assigned duties. The bargaining unit member may be accompanied by another individual of his/her choice. The administration may also, if it so elects, exercise its equal right to representation at this time.

D. Those authorized to use files of members shall be limited to the Superintendent, Administrative Assistant, members of the Board of Education, Treasurer of the Board, Principals or Supervisors directly responsible in directing the bargaining unit member, or the secretaries or assistants of the above authorized individuals. The Board will comply with 149.43 of the Ohio Revised Code.

1. If anyone other than authorized school personnel or Board members request to see a bargaining unit member's personnel file, the member shall be notified and shall have the right to be present at the viewing of his/her file so long as the member exercises his/her right within forty-eight (48) hours of notification being sent to the member, except in response to process of law. The Board of Education will comply with 149.43 of the Ohio Revised Code.

E. When formally requested via email to the treasurer of the board and approved by the superintendent or his/her designee. Bargaining unit members may have discipline(s) more than five (5) years old removed from their formal personnel file unless subsequent discipline of the same nature has been repeated. Any bargaining unit members may challenge the timeliness, relevancy, accuracy, or completeness of an item in their personnel file in accordance with the provisions of ORC Section 1347.09.

F. No anonymous materials may be placed in a member's personnel file. The name of the person making the entry , the teacher with rebuttal attached to the complaint and author of the formal complaint shall be included.

ARTICLE 9: PAY PERIODS

A. Bargaining unit members shall receive payment in twenty-six (26) equal installments over a twelve (12) month period. Pay day shall be every other Friday, except in cases of emergency. If there are twenty-seven (27) pay periods, the bargaining unit members will have their pay divided by 27, and paid in 27 equal installments.

B. Bargaining unit members on extra-curricular contracts shall be paid in one (1) lump sum at the completion of the contract.

C. All Bargaining unit members shall have their paychecks directly deposited to their accounts in the financial institution of their choice.

ARTICLE 10: TRAVEL REIMBURSEMENT

A. Bargaining unit members whose assignment necessitates travel shall, if they use their own automobiles and if approved by the appropriate administrator or Supervisor, be reimbursed at the IRS rate per mile. To be reimbursed, members shall submit the approved form to the Superintendent monthly, to be paid in the first two (2) weeks of the next month. Earlier payment may be made upon a request approved by the Superintendent.

B. Mileage for traveling teachers shall be calculated from the first school of assignment for the day to the final school of assignment for the day.

C. Bargaining unit members shall maintain adequate comprehensive liability insurance in compliance with State Law on their automobiles, and a valid Driver's License, therefore signing the expense voucher request for reimbursement shall indicate the same.

Any bargaining unit member who travels shall be required to sign-in at the various locations that he/she visits to perform the duties of his/her job. A form, Staff Visitation Log, will be kept by each building principal as prescribed by the Superintendent. The Staff Visitation Log shall have the date, name of staff member, time the staff member arrives at the building (Time In), time the staff member leaves the building (Time Out), and the next destination of the staff member.

ARTICLE 11: SCHOOL PROCEDURES

A. The School Administration shall post to the District website of all written procedures and policies of student discipline, hours and other policies, including updates, relating to the operation of the building in which they teach.

B. All Board Policies and Procedures currently in effect and all updates as they occur will be posted to the District website.

C. The Association President shall be given a copy of policy updates.

D. The School Administration shall post to the District website a copy of the current IEA collective bargaining agreement and any current MOUs applicable to that contract.

ARTICLE 12: SEVERANCE PAY

A. Upon retirement, a bargaining unit member who has worked for ten (10) or more years but less than twenty (20) years, in the Ironton City School district and who has provided notification of State Teachers' Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit, up to a maximum of eighty-five (85) days. Upon retirement, a bargaining unit member who has worked for twenty (20) or more years in the Ironton City School District and who has provided written notification of State Teachers' Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit, up to a maximum of one hundred (100) days.

B. Payment will be made at the bargaining unit member's per diem rate in effect on the teacher's last day of employment at his/her current salary schedule in the District. The bargaining unit member's per diem rate will be computed on the basis of the number of contract days per year for the member, and shall not include amounts received under supplemental contracts.

C. Payment will be made not later than thirty (30) days after retirement.

D. Any payment will be made only after the member becomes a retiree of the State Teachers' Retirement System (STRS). Once such severance payment has been received, all unused accumulated sick leave is surrendered and forfeited. Such payment shall be made only once to a bargaining unit member.

E. In case of the death of a bargaining unit member before retirement, any accrued severance pay will be paid to the estate of said member.

F. Retirement for the purpose of this Agreement is defined as being that point at which a certificated professional employee has applied for and received a notice of his/her effective date of retirement from the State Teachers' Retirement System or the State Employees Retirement System.

ARTICLE 13: TEMPORARY DUTY

A. If it becomes necessary for any bargaining unit member in the preschool or the elementary school, including a specials teacher, to assume responsibility for some or all of another bargaining unit member's class for an entire day, that bargaining unit member shall be reimbursed at the rate of fifty dollars ($50) for the day. If it becomes necessary for any bargaining unit member in the preschool or the elementary school, including a specials teacher, to assume responsibility for part of a day, that teacher will be reimbursed at the rate of twenty-five dollars ($25) for part of the day. If it becomes necessary for for any bargaining unit

member at the middle school or high school to assume the responsibility for another bargaining unit members class, that bargaining unit member shall be reimburse at the rate of thirty-five dollars ($35) per period covered.

1. The immediate supervisor shall, when feasible, first solicit volunteers from the bargaining unit for such assignment but shall at all times retain the right to assign bargaining unit members, on a rotation basis.

B. Such reimbursement shall be remitted to the teacher on a quarterly basis. Such reimbursement shall not be paid in the same check as a supplemental pay.

C. With prior approval from building and/or district level administrators, any bargaining unit member who works at an event or completes a task not within their typical, day-to-day job description (Special Olympics, Grand March, Senior Night, etc.) will receive $35 (thirty-five) per hour. (*no payment will be made without prior approval, as already stated in this section*)

ARTICLE 14: STRS PICK-UP

A. The Board shall pick-up contributions to the State Teachers' Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be at the statutorily mandated rate of the employee's annual compensation and reduced by an amount equal to the amount "picked-up" by the Board for the purpose of City, State and Federal Tax.

2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

4. Payment for sick leave, personal leave, severance, supplemental, etc., including unemployment and worker's compensation, shall be based in the employee's gross or daily gross pay prior to the reduction as basis (i.e. gross pay divided by the number of days in a teacher's contract).

ARTICLE 15: PROFESSIONAL AND ACADEMIC FREEDOM

A. The Board and the Association recognize the importance of an educational atmosphere that is relatively free from censorship and restraints upon free inquiry, learning, free political rights of citizenship, and the rights of privacy, and in which academic freedom for teacher and student is encouraged.

B. The Board and the Association recognize their joint obligation as educators, to the students and the community to provide a role model for moral and ethical behavior.

The Board and the Association also acknowledge that the private life of a teacher is not within the appropriate concern or attention of the Board except as it may prevent the teacher from properly or efficiently performing his/her assigned functions during the work day, or as it impacts upon his/her professional obligations as a teacher to his/her students. Teachers are responsible for complying with the Ohio Department of Education Code of Professional Educational Conduct and the Board will provide a copy of the Department of Education Code of Professional Education conduct to new hires.

C. Teachers will be entitled to free rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher unless said activities are violative of law or impact upon the teacher's professional obligations to his/her students, or detract from establishing a more cooperative atmosphere to increase the students learning potential.

D. The teacher as a recognized professional shall have the right to choose those instructional methods, issues and/or materials within the accepted curriculum guidelines he or she deems to be appropriate and effective with a given group of students.

Before introducing materials, methods and/or issues of a known controversial nature, the teacher shall consult with the principal as to the advisability of such methods, materials and/or issues and together they will develop plans to minimize any possible negative reactions to the introduction and use of said controversial materials, methods and/or issues. If a teacher disagrees with the principal's decision, it will be referred to the Superintendent for resolution.

ARTICLE 16: COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

A. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conference at the school level. Whenever a complaint other than a Title IX complaint, whether orally or

written, is made by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, service, or character, the teacher shall be immediately informed of the complaint. The teacher and principal shall meet concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s), and the principal shall meet to attempt to resolve the complaint(s).

B. If such conferences do not lead to understanding and resolution of problems involved, a parent may appeal with a written complaint to the Superintendent, a copy of which shall be provided to the principal and teacher. Before responding to or meeting with the parent, the Superintendent will meet with the teacher regarding the complaint. If the complaint is still not resolved to the parent(s)' satisfaction, the parent(s) may appeal in writing to the Board.

C. A teacher may request, and be accompanied by a representative of their choosing at the conference with the parent(s) and principal, to the extent permitted by law.

ARTICLE 17: STUDENT DISCIPLINE

A. The Board, the Administration and the Association recognize their shared responsibility toward the students to provide a school environment which is well organized, effectively managed, and properly disciplined. This can best be accomplished if the administrators, principals, teachers, counselors and others in charge of the students prepare a plan which will result in the proper control of the students, and which will ultimately result in ensuring the optimum learning situation.

B. The Board, the Administration and the Association also recognize that, although the Principal of the school is ultimately responsible for the discipline and proper control of the students throughout his/her school, it is generally conceded that the discipline of the student in and about the classroom is the duty of the teacher. No Principal, no matter how effective, can repeatedly assume the teacher's classroom disciplinary role. The Principal, on occasion, may aid and assist the teacher, but the Principal cannot replace the teacher and assume the teacher's inherent obligations. It therefore becomes the responsibility of the classroom teacher to so control his/her students that the health and safety of the students can be assured, and that the classroom is a proper setting for the best possible learning situation.

C. The Board and the Administration also recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

D. The Board rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior shall be posted to

the District website The school administration shall post to the District website with a copy of all other written procedures and policies of student discipline, including updates as they occur, relating to the building in which they teach.

E. The parties recognize the need for a consistent policy of discipline in the schools, founded on an approach to discipline as a positive measure. This approach shall focus on discipline as a way to train the students and enable the students to develop self-control, and a way for the teacher to work to change inappropriate student behavior to appropriate behavior through intervention strategies.

F. Discipline is to be administered in accordance with Ohio law.

G. The removal of a student from a classroom is an extreme measure and is only to be undertaken in accordance with Board Policy 5611 & 5610.03 on Expulsion, Suspension, and Emergency Removal.

1. Except in cases of emergency removal, when the teacher requests that the student be removed through the suspension or expulsion procedures, before a student is removed from a classroom, at least two (2) prior intervention strategies should have been attempted, and the reasons for removal, including an outline of the problem, and description of the intervention strategies, should be prepared by the teacher initiating or requesting the removal.

H. It is the obligation of the Principal of each school to meet with the teachers at his/her facility, to review and discuss this Article and the Board policies 5600, 5500, 5605, & 5610.02 on discipline, and to make every effort to ensure that discipline is appropriately and consistently maintained in his/her facility. In addition, if a student is sent to the principal's office for a violation of student Code of Conduct, the principal will communicate the outcome to the teacher. If a student is sent to the principal's office for making a threat of physical harm to another, the student will not be returned to the classroom until the outcome has been discussed with the teacher.

I. Any case of assault by a student or any other person upon a bargaining unit member during the performance of the bargaining unit member's duties shall be promptly reported to the building Principal and the report forwarded to the Superintendent and local law enforcement authorities. (See assault in Article 28)

J. Pursuant to Ohio law and Board policy, a teacher may use and apply, within the scope of their employment, such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons and other dangerous objects for the purpose of self-defense, or for the protection of person or property.

ARTICLE 18: HANDLING ISSUES IN THE WORKPLACE

A. If an employee wants to raise a concern regarding another employee (management and/or staff) the employee must first report the concern to his/her immediate supervisor and may bring an Association representative to the meeting. If the concern is not resolved at that level, the employee may report the concern to the Superintendent. Again, the employee may bring Association representation to the meeting. If an employee is reporting a Title IX situation to the Title IX Coordinator or Investigator, in an intake interview or investigator interview, they may have one advisor per Title IX regulations. The advisor may be but does not have to be a union representative.

B. If an employee requests it, an employee may also have union representation at a meeting with an administrator when they are being questioned about their potential misconduct by an administrator and at grievance meetings.

ARTICLE 19: EMERGENCY CLOSINGS OF THE SCHOOLS

A. Should it be determined by the Superintendent that school cannot be opened for students, bargaining unit members shall not be required to report for work.

B. The Administration shall make every attempt to notify the bargaining unit members of school closings or delays by 6:00 a.m. and to make this notification through the radio stations, TV stations and school all-call.

C. All bargaining unit members shall receive their normal compensation for days that the school district is closed to such emergencies, provided that this does not exceed thirty-five (35) hours.

D. One-hour early dismissals, two hour delays, terroristic threats, and Level 3 emergencies do not count in the thirty-five (35) hours listed in Article 19 C.

E. After 35 hours of school closure as set forth above, the Board agrees to for use up to three (3) online days as permitted by state law the school year.

F. If absences become excessive and hours are needed to meet the state minimum requirements, days cannot be added onto the end of the year but must be stipulated in the Board-approved calendar each year**,** except when closures occur after spring break or the make-up hours needed exceed spring break hours available. If the exception occurs, the association president and superintendent shall meet to discuss such additional make-up hours.

ARTICLE 20: TEACHING ENVIRONMENT

A. Bargaining unit members shall not be required or expected to provide personal property or to purchase instructional supplies or equipment for school use.

B. The Board agrees that there shall be no unnecessary interruptions of an instructor. The principal will consult or advise the staff with a monthly calendar of events. The principal shall also notify the staff three (3) days in advance of any change in the daily period/time schedule unless extenuating circumstances make such notice not practical or impossible.

C. The Board and the Administration desire to do everything in their power to provide the most conducive atmosphere for teaching and learning. In keeping with this goal, the Board will make every attempt, within the financial limitations of the school district, to allocate sufficient funds, to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to fulfill their teaching responsibilities in an adequate and professional manner.

D. A bargaining unit member shall have the right to use available equipment and supplies to aid in the preparation of instructional materials.

E. In any change of staffing in specialized areas there shall be consideration of and discussion with all people involved, provided a meeting has been requested within five (5) working days of the effective date of the assignment.

F. The Ironton Board of Education and the Ironton Education Association agree that, for the purposes of implementing special grant programs or improvement opportunities, the parties to this Agreement shall communicate, but shall not be obligated to bargain the implementation of grant programs which are voluntary and which do not affect the wages, hours and working conditions of unit members. Any effect such programs have on wages, hours, terms or conditions of employment of bargaining unit members shall be negotiated. If opportunities become available for grant-funded positions, where the district has the authority to select bargaining unit memerbs who will fill the positions, such positions will be posted and bid.

G. Staff ID badges shall serve as activity passes each year for all school activities.

H. The Board and the Superintendent shall take reasonable steps, in cooperation with the teacher, to provide safe, healthful, and non-threatening working conditions.

ARTICLE 21: WORK YEAR

A. The regular contract year for a member of the bargaining unit shall be no more than one thousand, two hundred seventy-four (1,274) hours, which is one hundred eighty-two (182) days, and shall consist of the following:

1. No more than One thousand, two hundred forty-six (1,246) hours, which is one hundred seventy-eight (178) days, when students are in attendance; and

2. Parent-teacher conferences and professional development days will count in the one hundred eighty-two (182) days.

ARTICLE 22: WORKDAY

A. The normal full-time teacher workday shall be no more than seven (7) hours inclusive of planning –conference time and thirty (30) consecutive minute-duty free lunch. All employees are expected to be at work on time and stay until their workday is completed.

B. All full-time bargaining unit members assigned to the middle school and high school levels shall be provided the equivalent of 200 minutes per week to be used as planning-conference time.

1. All full-time bargaining unit members assigned to the elementary level (k-5) shall be provided a minimum of two hundred (200) minutes a week of planning- conference time, no segment of which shall be less than forty (40) minutes in length, except the morning planning before he start of the student day which will be counted as part of the two hundred minutes if necessary.
2. All full time bargaining unit members assigned to preschool shall be provided planning time in accordance with the preschool article.

C. It is mandatory that Bargaining unit members attend faculty meetings and similar work-related functions that may occur during the course of the school year. Parent-Teacher conferences, teacher in-service, and open house days are part of the school calendar and shall be treated accordingly and attendance at these shall be mandatory for all bargaining unit members. Bargaining unit members may use sick leave on such days.

Bargaining Unit Members who serve more than one (1) building shall not be required to attend more than one (1) Open House per year. Said Bargaining Unit Members shall not be required to spend more time than any other member in parent-teacher conferences. The Bargaining Unit Members are encouraged to make such

accommodations as is practical for parents to meet with them as part of the district's parent-teacher conference program.

ARTICLE 23: LEAVES

A. Sick Leave.

1. Each full-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. All part-time bargaining unit members shall earn sick leave for the time actually worked at the same rate as that granted full-time bargaining unit members. Unused sick leave shall be accumulated as earned without limit.

2. A new employee with accumulated sick leave from another public agency shall have placed to his/her credit, upon written application and proof of such to the Treasurer, all sick leave accumulated with a previous public employer, not to exceed two hundred and fifteen (215) days.

3. A bargaining unit member who has not yet accumulated or who has exhausted his/her accumulation of necessary sick leave, shall be advanced up to a maximum of five (5) days of sick leave, with the advanced days to be removed from such teacher's later accumulated number of sick days. If the bargaining unit member leaves the district before accumulating sufficient sick leave to cover the advanced sick leave(s), such day(s) will be deducted from the bargaining unit member's last pay.

4. Sick leave days may be used to cover absences for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death in the bargaining unit member's immediate family.

5. For purposes of this Article, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-children, grandparents, grandchildren, aunt, uncle, niece, nephew, in-laws or an individual residing in the home of said bargaining unit member, or other family members with the Principal's recommendation and the approval of the Superintendent.

6. Once it is determined a sick day is needed, the bargaining unit member shall notify their immediate supervisor and the person responsible for calling out substitutes no later than 10:30 p.m. and no earlier than 5:30 a.m. When the bargaining unit member is able to return to work, he/she

shall notify their immediate supervisor and the person responsible for calling out substitutes prior to 2:00 p.m. on the preceding day**.**

7. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, shall give the Administration as much advance notice as possible. In the case of unforeseen illness or disability, it is recognized that advance notice may not always be possible.

8. Any bargaining unit member using sick leave must electronically provide a written statement certifying the reason for the absence (e.g., personal illness, doctor's appointment) no later than the first day after the bargaining unit member returns to work, on forms using the electronic system prescribed by the Board of Education, to justify the use of such leave. If medical attention is required, the bargaining unit member's electronic statement shall list the name and address of the attending physician and the dates consulted. If a bargaining unit member is absent for five (5) or more consecutive days, the bargaining unit member must provide a doctor's note substantiating the need for leave (an FMLA Certification of Health Care Provider will satisfy this requirement).

9. Sick leave may be taken in increments of $^1/_4$ day.

10. Unused accumulated sick leave days shall be treated in accordance with the provisions of Article 12.

11. In order to enable Bargaining Unit members to assist any fellow employee or employees' immediate family who are suffering life-threatening or a catastrophic illness, upon approval of the Superintendent a Bargaining Unit member may transfer his/her accumulated sick leave to a fellow Bargaining Unit member so affected under the following conditions:

    a. Employees who have exhausted all available paid leave, including personal leave shall be eligible to receive sick leave transfer during periods of catastrophic illness as defined as a severe illness or sudden medical conditions.

        1. A bargaining unit member needing a sick leave transfer will contact the Board office to notify the Superintendent of such need.

        2. The Superintendent will require the bargaining unit member provide documentation from the recipient's physician attesting to the nature of the illness.

3. Once the Superintendent approves the request for a sick leave transfer, she/he will contact the Associate President of the need for sick leave transfer.

4. The Association President will send a request to the bargaining unit members of a need for sick leave and request that the member notify the Board's payroll clerk of the transfer.

5. The Bargaining Unit member will email the payroll clerk the number of days, not to exceed ten (10) sick leave days, that the member is agreeing to transfer. An email from a member's school email account will serve as authorization for the deduction of sick leave. A member must have at least sixty (60) days of sick leave to authorize a transfer of sick leave to another bargaining unit member.

6. The payroll clerk will deduct the total number of transferred days authorized by the bargaining unit member in the order the emails were received by date, and by time.

7. Sick leave days transferred will not be deducted until the days are used by the member in need of sick leave days.

8. The Payroll Clerk will notify the Association President when the number of requested days has been reached.

9. A bargaining unit member may not receive more than forty (40) days of sick leave transfer in any school year but the Superintendent has discretion to approve additional days needed for sick leave.

10. The Superintendent shall have the authority to grant sick leave transfer under this provision of Bargain Unit Members for pregnancy and/or minor surgical procedures if he/she deems that the conditions surrounding the request are warranted.

B. Bereavement Leave.

1. Three (3) days of Bereavement Leave shall be granted to bargaining unit members for the death of individuals not defined as a member of the employee's immediate family. Such leave shall be deducted from the bargaining unit member's sick leave accumulation.

C. Personal Leave

1. Purposes and Limitations on Use of Personal Responsibility Leave.

   a. Each full-time bargaining unit member shall be granted three (3) unrestricted days of personal leave during each school year. "Unrestricted" leave shall mean that there is no restriction as to the reason for the personal leave.

   b. No personal leave day shall be granted to an employee one (1) day before or one (1) day after any school holiday or unscheduled closing, or the first or last day of school, or on days when parent-teacher conferences are scheduled. The Superintendent shall have the authority to waive this provision if, in his opinion, extenuating circumstances exist with a bargaining unit member that warrants said waiver. Bargaining unit members who request that the Superintendent consider such a waiver must submit, in writing, his/her request stipulating such circumstances that exist. Such request must be submitted at least five (5) work days before leave is taken. The decision of the Superintendent is final and is not grievable.

   c. Personal leave shall be deducted in accordance with paragraph A-9.

   d. Bargaining unit members may elect to carry over a maximum of one (1) unused personal leave day to the next year, as long as they do not exceed a personal leave balance of four (4) days in a given year. Unused personal leave days shall, at the end of each school year, convert one for one to sick leave days. This shall be in addition to the total days earned. Bargaining unit members who have unused personal days may cash up to three (3) days annually for one hundred dollars ($100.00) per day. One, two or three days may be cashed under this provision.

2. Each request for Personal Leave shall be made by written application to the bargaining unit member's Principal, who will, in turn, render a decision and notify the applicant. This request shall state the date of the leave, and shall be filed, except in emergencies, two (2) workdays before the day of leave requested in order that a suitable replacement or substitute can be obtained.

3. Procedure for Administration of Personal Leave shall be:

   a. The employee shall make written application to his/her Principal two (2) workdays in advance on the form provided by the Board of

Education. The employee need provide no reason for taking unrestricted personal leave.

D. Sabbatical Leave.

1. The Board agrees to provide Sabbatical Leave to bargaining unit members in accordance with the provisions of Section 3319.131 of the Ohio Revised Code. Upon return from such leave, bargaining unit members shall make a presentation based upon the leave at a staff meeting.

E. Professional Leave.

All members of the staff of the Ironton City Schools are encouraged to attend professional meetings in order to keep abreast of trends in education, and to improve instructional methods.

1. Each request by a bargaining unit member to attend a professional meeting shall be made by a written application on a form provided by the Board, to the member's Principal, who in turn forwards the request to the Superintendent.

2. This request shall state the reason or purpose of the meeting, the date(s), and shall be submitted to the Principal at least three (3) weeks before the date of the meeting in order that a suitable replacement or substitute can be obtained. Written approval or disapproval will be returned to the applicant from the central office.

3. The Superintendent shall have the right to limit the number of applications granted for professional leave on any given school day or in any school year, in order to ensure that the normal operation of the schools will not be materially affected by such absences. Attendance at any given meeting will be further limited to two (2) persons from any department of a building, except as approved by the Superintendent.

4. Expenses.

a. When a bargaining unit member takes a professional leave at the request of the Board, or at the request or initiation of the bargaining unit member, the Board shall pay for registration fees, mileage at the IRS rate per mile, meals, and motel or hotel expenses with the prior approval of the Superintendent, and necessary materials related to a workshop.

b. Certain limitations will be placed on professional leave expenses to provide for a reasonable level of funds to be expended.

1. Expenditures for food shall be limited to fifty ($50) a day.

Expenditures for motels or hotels shall be pre-approved for conference/seminar attendance.

2. Expenditures over the limitations above shall be paid by the bargaining unit member unless the Superintendent grants prior approval for unusual or exceptional conditions.

c. To be reimbursed, written proof of expenditures must be submitted to the Treasurer within thirty (30) days of the leave and should include the following if applicable:

1. Mileage at the IRS rate per mile, if car is driven.

2. Motel or hotel invoices.

3. Receipts for registration fees.

4. Plane or other public transportation invoices.

5. Receipts for meals.

Employee will be reimbursed within thirty (30) days after submitting receipt of expenditures to the Treasurer.

d. Professional leave shall be granted by the Superintendent in accordance with the school system needs and fund limitations.

1. Preference for professional leave requests shall be given to bargaining unit members who have not previously taken such professional leave when duplicate applications are made.

2. Disapproval of a professional leave application shall not constitute grounds for a grievance.

F. Association Leave.

1. The Association shall be granted a total of seven (7) days annual leave for the President and/or his/her designees to attend Association business meetings. This leave is non-accumulative.

G. Jury Duty/Witness Duty.

1. Teachers selected as a juror or ordered to appear for jury selection, and who appear in court pursuant to such selection order, shall be paid their

regular rate of pay, provided the provisions set forth in (G)(4) of this section are met. Such leave shall not be counted as sick or personal leave.

2. Teachers subpoenaed to testify in court may be paid their regular daily rate of pay if the Superintendent determines that such pay is warranted, provided the provisions set forth in (G)(4) of this section are met.

3. Leave shall be permitted for only such time as it is necessary for the jury duty or to testify due to a subpoena.

4. Teachers receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to his/her principal within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within (2) weeks following receipt of same.

H. Unpaid Leave of Absence.

1. General Unpaid Leave of Absence.

The Board may grant a bargaining unit member up to two (2) years of absence without pay for personal or family health reasons, for continuing education, or for other reasons approved by the Board, upon receipt of a written request by that bargaining unit member.

2. Child Care/Adoption Leave of Absence.

A member who is expecting, or adopting a child, or receiving guardianship of a child shall be granted unpaid leave of absence not to exceed one (1) year, upon written request to the Superintendent, submitted at least sixty (60) days before the commencement of such leave, whenever possible, and stating the expected date of birth or date of obtaining custody of the child and also the date the bargaining unit member expects to return to work.

3. Bargaining unit members on unpaid leaves of absence shall be carried on the role of Board employees and may continue to participate in the Board's insurance program while on such leave provided they pay the premiums or other such fees on the monthly date designated by the Treasurer.

a. The bargaining unit member must notify the Board of his/her intentions regarding his/her returning to employment by April 1 of the year his/her leave of absence is to be completed. Upon return

from such leave, the bargaining unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave, if such assignment is available and subject to the RIF procedures. If no such assignment is available, the person shall be placed on the recall list.

b. If the bargaining unit member desires to return to work prior to the date of return originally stated, the bargaining unit member shall notify the Superintendent of his/her request and the date of his/her proposed return. Such request may be considered at the discretion of the Superintendent.

4. Upon the returning to service of a bargaining unit member at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. Bargaining unit members who are affected by a reduction in force while on leave of absence shall be treated identically with other bargaining unit members under the provisions of Article 25. Seniority shall not be accrued while on unpaid leave.

I. Family and Medical Leave Act.

1. Notwithstanding anything to the contrary in the provisions of this agreement, the Employer and employees shall each have all their respective rights and obligations under the Family Medical Leave Act of 1993, as amended. Except as otherwise mandated by the Act, family leave shall be used concurrently with paid leave accrued by the employee and other leave required by law. The period for calculating the eligibility for leave shall be as set forth in the Board policy on Family and Medical Leave.

2. Bargaining unit members must give the Board at least a thirty (30) days notice, or as much notice as practicable in foreseeable situations.

3. Leave taken for a period that ends with the school year and begins with the next semester is taken consecutively. Summer recess is not counted against FMLA entitlement.

4. Medical certification shall be required to substantiate leave for the reasons stated above with the Board having the option of requiring second and third opinions at Board expense. Employees shall use the Department of Labor's Certification of Health Care Provider Form when Medical Certification is required. Employees shall receive notice by the Department of Labor's Employee Response to FMLA Request Form.

5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Board and employee as set forth in Board policy and federal law and provided all legal and policy requirements have been satisfied.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium, as long as the employee makes arrangements for payment to continue his/her portion of the health insurance premium and makes such payment. The Board may recover any premiums paid if the employee fails to return to work, as provided by law.

J. Assault Leave

In case of an assault by a student or any other person upon the bargaining unit member during the performance of the bargaining unit member's duty shall be promptly reported to the administration and the superintendent decides that the assault should be reported to local law authorities. However, if the Superintendent decides that the assault should not be reported the bargaining member may, on his/her own time make the report.

Any bargaining unit member absent due to physical disability resulting from an assault by a student or any other person during the performance of the bargaining unit member's duties as a teacher for the Ironton City School system shall, upon written request and subject to the review and discretion of the Superintendent and the Board, be granted a leave of absence with full pay and benefits for the period of such disability in accordance with a doctor's statement specifying the time needed or recovery and the nature of any medical treatment necessary. Such a leave shall be granted for no longer than a maximum of twenty (20) days from the day of the assault, except in situations in which the Superintendent and the Board determine that medical proof justifies a longer leave, in which case the leave may be extended for a period at the discretion of the Superintendent and the Board and as stated by the members physician.

The board shall reimburse the bargaining unit member for personal property (i.e., glasses, clothing, phone) damaged during an assault upon the member to be a maximum of $1,000, if loss is not recoverable by the members insurance. To be reimbursed the bargaining unit member shall be required to turn in the damaged item and submit receipts for replacement.

K. Dock Days

The use of "dock days" is prohibited, except that the Superintendent may approve dock days in an emergency for no more than two consecutive (2) days or a maximum of five (5) days in a contract year. To obtain approval of dock

days, the employee shall submit a written letter explaining the nature of the emergency to justify the request for such unpaid leave. The Superintendent shall have sole discretion to determine if the situation constitutes an emergency. An absence without approval by the Superintendent or his/her designee will be considered misconduct subject to discipline.

ARTICLE 24: TRANSFERS, JOB POSTINGS AND REASSIGNMENTS

Definitions.

A. A "vacancy" shall be determined to exist when there is a job opening in a bargaining unit position (by reasons of retirement, resignation, death, non-renewal of contract, termination of contract, promotion, or creation of a new position) that the Superintendent of the Ironton City Schools intends to fill. The Superintendent shall be the sole judge of whether or not a vacancy exists. When the Superintendent determines that a vacancy exists, s/he shall cause the position that is vacant to be posted internally for seven (7) working days via email. When a vacancy is posted and filled by a current bargaining unit member, the resulting job opening then occurring shall be deemed a vacancy for the purpose of this Article.

A "transfer" shall be defined as a change in a job assignment from one building to another (e.g., K-5, 6-8, 9-12) within the district.

A "reassignment" shall be defined as a change in a job assignment within a building (e.g., K-5, 6-8, 9-12), including changes in grade level and/or subject area.

B. When the Superintendent determines that a vacancy exists, he or she shall post said vacancy internally for seven (7) working days and via email. No job posting can be changed during the bid period. If no qualified internal applicant applies during the initial bid period, however, the posting may be revised and re-posted internally. When a vacancy is posted and filled by a current bargaining unit member, the resulting job opening then occurring shall be deemed a vacancy for the purpose of this Article.

C. If a person outside the bargaining unit is hired to fill a vacancy for which a bargaining unit member applied, the bargaining unit member not offered the position shall be granted a conference, upon written request, with the Superintendent and building principal, who shall give reasons for such decision.

D. When a vacancy arises after the start of a school year and the Board intends to fill the position, the vacancy may be filled on an interim basis by employing a qualified, regular certified teacher from outside the bargaining unit, not to extend beyond the end of the school year. The contract issued to the interim teacher shall be as set forth in Appendix of this Agreement *[Note:*

Use Appendix T to Paulding EVSD contract as interim contract except that the interim teacher will receive compensation at the sub rate for the first 60 days before being placed on the salary schedule and the interim teacher contract will not be included as part of the contract sequence or count towards District seniority] If the position is filled with an interim, the vacancy will be posted for the following school year.

E. Voluntary Transfers/Reassignments.

1. When a vacancy occurs, the Superintendent shall e-mail a notice of the job vacancy to all bargaining unit members.

2. Members who desire a reassignment/transfer, or express interest in a vacancy, may file a written declaration of interest with the Superintendent during the seven (7) workday period after the solicitation notice is sent out by the Superintendent or after the posting. The Superintendent shall interview all qualified internal applicants for the vacancy.

3. Consideration of members to fill vacancy shall not be limited to members who have filed a declaration of interest. Consideration of members to fill a vacancy shall take into account the following:

   a. The teacher possesses a valid certification at the time of application for the area(s) listed in the vacancy notice.

   b. Qualifications.
   Seniority
   Experience in job area
   Coursework in job area

F. Involuntary Transfers/Reassignments.

1. Qualified applicants for vacancies may be considered for vacant positions prior to the involuntary transfer/reassignment of any bargaining unit members.

2. A member being involuntarily transferred/reassigned will only be placed in a position for which the member is certified.

3. Any member being involuntarily transferred/reassigned shall be notified in writing of such transfer/reassignment. Within fifteen (15) days of notice, such teacher shall be granted a conference, upon written request, with the Superintendent and building principal who shall give reasons for such reassignment/transfer. Any bargaining unit member who is involuntarily transferred, they will receive $300 per day, up to one day to move their belongings and prepare their new room.

4. The Superintendent shall have the authority to involuntarily transfer/reassign provided the teacher is given written notice, reasons, and the opportunity for a conference as set forth in paragraph C-3 above.

5. No involuntary transfer/reassignment shall be arbitrary, capricious or disciplinary in nature.

6. If during the 24 months immediately following the involuntary transfer the position transferred becomes available, the involuntarily transferred teacher may be considered first (using section 3 of this article), if they request the position before the position can be posted.

G. Notification

The Administration will make every effort to notify any bargaining unit member who is being transferred or reassigned by August 1.

ARTICLE 25: REDUCTION IN FORCE

A. The Ironton City School Board of Education may reduce the number of teachers under ORC 3319.17.

B. Seniority.

For the purpose of this Article, Seniority shall be defined as the length of continuous service in the Ironton City Schools.

1. Seniority shall begin to accrue from the first day worked in continuous service in the Ironton City Schools.

2. Seniority shall accrue for all the time a teacher is on active pay status in the Ironton City Schools, for up to two (2) years while the teacher is receiving Worker's Compensation benefits.

3. Time spent on inactive pay status (which shall be deemed to include unpaid leave, layoff or time during which the teacher receives Worker's Compensation benefits in excess of two (2) years) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Seniority may not be accrued while serving in a non-teaching administrative capacity, but seniority previously accrued shall not be forfeited by serving in such capacity.

5. Full-time teachers shall accrue one (1) year of seniority for each year in which the teacher has worked a minimum of one hundred twenty (120) days.
6. Part-time teachers shall accrue seniority on a pro-rated basis against the full-time standard.

7. No teacher shall accrue more than one (1) year of seniority in any work year.

8. If two (2) or more teachers have the same seniority, the most senior teacher will be determined by:

    1. The first day worked as a full-time employee of the Ironton City Schools; then

    2. The earliest date of hire by the Ironton City Schools as a full-time employee; then

    3. If a tie still exists, seniority shall be granted to the teacher holding a continuing contract with the Ironton City Schools for the longest period of time, subject to the other provisions of this Article.

    4. If any tie remains after items 1, 2, and 3 have been considered, the tie will be broken by lot. Individual pieces of paper numbered 0 through 9 will be placed in a container and the teacher drawing the highest number will have greater seniority. (Each teacher will receive one (1) draw.)

C. Seniority Lists.

1. All teachers shall be placed on a seniority list which shall contain the following information: The teacher's name, the initial date of employment with the Ironton City Schools, whether the teacher has a continuing contract or a limited contract and the dates on which these contracts began, each area in which the teacher is certified, and the amount of time the teacher has spent teaching in each area of certification. At the beginning of each year, the Treasurer shall send out a form for each bargaining unit member to fill out or update all the information listed above.

2. The seniority list shall be made available to all teachers in the Administration Office by January 1st of each school year, and a teacher shall promptly inform the Superintendent of any inaccuracies contained in the seniority list. If more than one person is hired the same day, the seniority list shall list those employees in order of seniority, not alphabetically.

D. When the Board of Education determines it is necessary to reduce the number of teaching staff:

1. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed in accordance with Article 29 of this Agreement. Attrition alone may not be sufficient to accomplish necessary reductions.

2. Reduction needed beyond those available by attrition will be made by suspending contracts. The limited contract of any affected member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

3. Preference shall be given to continuing contract teachers. Reductions in any area of certification will be made starting with limited contract teachers with the lowest scores on teacher evaluations in the area of certification who have fewer than three evaluations. Reductions within that group shall start with the person with the lowest evaluation ranking. If all evaluation rankings are comparable, then reductions will begin with limited contract teachers at the bottom of the seniority list in that area of certification. If further reduction in any area of certification is needed beyond limited contract teachers who have fewer than three evaluations, reductions shall proceed with the limited contract teacher with the lowest average of three cycles of evaluation and continue to the next highest average of three cycles of evaluation until no limited contract teachers remain. Again, if all evaluation rankings are comparable, then reductions will begin with limited contract teachers at the bottom of the seniority list in that area of certification. If it becomes necessary to make a reduction of teachers on continuing contracts, the order of layoff shall again proceed from lowest to highest average of three cycles of evaluation, turning to seniority if all evaluation rankings are comparable. A member affected may thus elect to displace a less senior member in another area of instruction provided he/she is certified in that area and has comparable or higher evaluations, by notifying the Superintendent of this request within fourteen (14) calendar days.

4. During the implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior member to be laid off before a less senior member, except as provided by the other provisions of this Article.

5. A teacher to be laid off due to RIF shall be given forty-five (45) calendar days prior written notification prior to the implementation of the RIF.

E. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months. Teachers on the recall list will have the following rights:

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

2. Teachers on the recall list shall be recalled in reverse order of layoff for vacancies in areas for which they are certified or become certified, provided such information on certification is timely filed by the teacher with the Board prior to recall.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address or lengthy vacation. All teachers are required to respond in writing and the response must be received in the Superintendent's office within fourteen (14) calendar days of receipt of the certified announcement. The most senior, as described herein, of those responding will be employed in the vacant position.

   Any teacher who fails to respond within fourteen (14) calendar days, or who declines to accept the position, will forfeit all recall rights. If any teacher declines to accept a recall position, this will be considered a break in service.

4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and placement of the salary schedule as entitled by law (ORC). Where group insurance policies permit, a teacher on the recall list who does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment, provided the teacher pays the current group rates for such benefits on a monthly basis.

5. Recalled teachers will be restored to the insurance benefits and premiums equivalent to the level currently eligible to others with the recalled teachers original hire date.

6. After twenty-four (24) months the teacher's name will be removed from the recall list. If the teacher applies for a teaching position after that time the teacher will be given serious consideration for the vacancy.

7. A teacher's right to unemployment compensation benefits will not be challenged on the grounds that the teacher has refused to accept employment as a substitute teacher on an as needed basis or in a

substitute assignment of thirty (30) days or less. (A teacher accepting an assigned substitute position shall remain on the recall list for twenty-four (24) months.)

8. A unit member laid off from a full-time position and who is recalled to a part-time position shall have the following options:

   a. Refuse recall to a part-time position, remain on the recall list and continue to collect unemployment compensation; or

   b. Accept recall to a part-time position, but still remain on the recall list for recall to a full-time position.

F. This Article creates no other contractual rights or causes for grievance or other action, but is strictly limited to the procedures to be followed in reduction in force situations.

ARTICLE 26: PAYROLL DEDUCTIONS

A. Association Dues Deductions

1. Members of the bargaining unit may sign and deliver to the Board Treasurer an authorization for deduction from their paycheck for membership dues of the Association and its direct affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deduction or until employment with the Board is terminated.

2. Authorization to make Association deductions must be filed with the Board Treasurer by September 30th in each year.

3. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30th of each year of the total amount to be deducted.

4. If payroll deduction authorization is not revoked, deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted, or until the member's employment ends. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of the authorization card and conclude when all installments have been deducted, as long as payroll deduction authorization is not revoked, or when the member's employment ends.

5. All dues money shall be forwarded to the Ironton Education Association on a monthly basis as stipulated by agreement between the IEA and the Board Treasurer.

6. The Treasurer and the Board shall be held harmless by the Association relative to the legality of said deductions.

B. Other Deductions

1. Members may sign and deliver to the Treasurer an authorization for deduction from their paycheck for any of the following which have 50% or more employee participation.

   a. Life Insurance
   b. Annuities
   c. Cancer Insurance
   d. Christmas Club
   e. DESCO
   f. Professional Associations/Fair Share Fee.
   g. Automobile Club of Southern Ohio (AAA)

   Only entities that have less than the required 50% employee participation will be subject to determination by central office administration.

2. The amount to be deducted may be changed at any time during the year. New enrollments may occur during the months of September and January.

3. Bargaining unit members who are out of state residents shall, upon written notification to the Treasurer, have state taxes withheld from their paychecks and forwarded to the appropriate state authority.

ARTICLE 27: INSURANCES

A. Hospitalization Insurance

The Board shall make available to full-time bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage

referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 85% of the premium for bargaining unit members hired prior to August 1, 2009. The Board shall pay 75% of the premium, for bargaining unit members hired after July 31, 2009. Whenever a Bargaining unit member, grandfathered in at the 85% premium paid by the Board leaves the bargaining unit, the Board will move the most senior employee hired after August 1, 2009 from the Board payment of seventy-five percent (75%) of the health insurance premium up to eighty-five percent (85%) of the health insurance premium being paid by the Board.

B. The Board reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for designated surgical procedures.

C. The Board shall offer unit members the election of a Section 125 Cafeteria plan premium conversion. This will allow employee contribution toward health insurance premiums to be treated on a pretax basis.

D. New employees and anyone not currently covered shall be subject to the provisions of the insurance contract.

E. The Ironton City School Board of Education shall provide the full-time bargaining unit members with a life insurance program of $30,000 coverage, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider.

F. The Ironton City School Board of Education shall pay the cost of a single dental and vision plan, with the full-time bargaining unit members paying the cost difference if they choose to participate in a family plan.

G. The Board of Education will pay to each full-time bargaining unit member who opts out of coverage provided by the Board of Education a payment of $1000.00.

1. Each member must notify Ironton City School Treasurer in writing of his/her intent to opt-out of the insurance program. Members must provide proof to the District Treasurer of other health insurance coverage to be eligible for this opt-out program.

2. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) month of the following year and must be actively employed by the Ironton City School District to be eligible for reimbursement.

3. Persons who are eligible for this program and who are enrolled in the family or single coverage or new employees eligible for family or single coverage opting-out shall be reimbursed $1000.00 annually.

4. A participant in the program will be reimbursed only under the above stipulations.

5. Each eligible member opting-out of the School District-approved insurance program shall be reimbursed the second pay in the thirteenth month after the election opt-out.

6. Any bargaining unit member who elected to opt-out of the School District approved insurance program who involuntarily loses other insurance coverage through a unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the School District -approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the School District not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.

7. Any bargaining unit member who elected to opt-out of the School District approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.

8. A bargaining unit member who opted-out of the insurance program and who re-enrolls under the above conditions shall be paid by the School District all insurance incentive monies for that opted-out year on a pro-rated basis.

ARTICLE 28: TEACHER AND COUNSELOR EVALUATION OTES 2.0

The Board of Education has adopted a policy in accordance with the Standards-based statewide teacher evaluation framework adopted by the State Board of Education in accordance with SB 216, adopted November 2, 2018, to begin implementation prior to the 2021-2022 school year.

That policy was established by a joint committee of administrators and bargaining unit members and is, pursuant to statute, included in this Agreement. It is the intent of this committee to hold this section of the collective bargaining agreement in line with the Board's policy. All Changes must be ratified by both the Board of Education and the Ironton Education Association.

Purpose

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To inform instruction.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Application

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

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

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their time providing student instruction.

3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their time providing student instruction.

4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

5. Librarians, Guidance Counselors and Nurses will not fall under the teacher evaluation guidelines.

Evaluators

A. An evaluator must be a full-time, credentialed immediate supervisor contracted employee of Ironton City Schools.

1. For the purpose of evaluation, the middle school principal maybe the evaluator of the fifth (5^{th}) grade teachers.

2. In the case of emergency and an evaluator is on extended leave, and the other evaluators in the district, cannot complete his/her evaluations, the

Evaluation Development Committee will meet and review a list of certified evaluators and agree upon one or two alternative evaluators to fulfill the obligations of the evaluator in extended leave.

B. Teachers in buildings with multiple administrators that have above expected demonstrated greater than expected growth on their professional growth plans may choose the building administer to perform their evaluation.

C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

Evaluation Development Committee

A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

B. Committee Composition

1. The committee shall be comprised of not more than nine (9) Association members appointed by the Association president and not more than two (2) members appointed by the Superintendent. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

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

C. Committee Operation

1. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.

2. Members of the committee will receive training in all aspects of OTES 2.0, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

3. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting. Minutes of meetings will be

distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee.

4. Members of the committee will receive release time for committee work and training.

5. The committee may establish sub-committees to assist with their work. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

D. Compensation

1. Any committee work performed outside of the contractual work day will be paid at a per diem rate of $35.00 per hour.

E. Secretarial Support

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

F. Committee Authority

1. The committee is responsible for jointly reviewing the evaluation instrument and HQSD for teacher evaluation.

2. If either party wishes to consider any change or revision to the evaluation procedure or process, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

3. Said changes can occur during the instructional year only after all teachers have been observed under the current system. If changes are made all affected teachers will be informed of those changes and the impact of those changes on the evaluation procedure. If changes are to be made, they will be addressed through an Addendum and not open the whole contract.

4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall

discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

Orientation

All teachers will be notified by September 15th of each school year, or in the case of a new teacher, within fourteen (14) days of the first day worked, shall be notified in writing of the name his or her evaluator.

Training

A. Training on the teacher evaluation procedure will be provided annually during in-service or Professional Development days, all teachers prior to the implementation of the evaluation procedure. It shall include the tools, processes, methodology, and how the evaluation instrument is designed and utilized.

B. Evaluators

1. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

2. The evaluators shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity problems, and directions on how to relate performance assessments to the standards for the teaching profession.

3. Written instructions for evaluators can be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.

4. Updates to written instructions and group professional development shall occur on an annual basis.

C. Teachers

1. Each teacher will be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure.

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

Schedule for Evaluation

A. Each evaluation will include:

1. two (2) cycles of formal observations (one holistic and one focused).

2. teachers who are in the final year of a limited or extended limited contract shall have three (3) formal observations.

3. Teachers who have Improvement Plans may have more than two (2) or three (3) formal observations; and periodic classroom walkthroughs (a minimum of two) by the evaluator.

B. Essential components of the full evaluation cycle consist of:

1. PGP or IP, two required conferences,

2. two formal observations of at least 30 minutes each,

3. and at least two classroom walkthroughs.

C. Essential components of the optional less frequent evaluation cycle consists of:

1. PGP

2. One 30 minute observation and one conference with discussion of progress on their PGP.

D. Any teacher receiving an effectiveness rating of “Accomplished” on their most recent evaluation conducted may be evaluated once every three (3) years, provided that the teacher demonstrates growth on their professional growth plan.

E. Any teacher that receives an effectiveness rating of “Skilled” on their most recent evaluation conducted may be evaluated once every two (2) years, provided that the teacher demonstrates growth on the their professional growth plan.

F. In any year that an “Accomplished” or “Skilled” teacher on a less frequent evaluation cycle, the teacher must receive at least one observation and at least one conference.

G. Teachers and counselors will not be evaluated if:

1. The teacher has provided a notice of retirement and it has been accepted by the Board by December 1 of the applicable year or;

2. The Teacher has been on leave 50% or more of the school year.

For teachers and counselors that received a rating of “Accomplished” or “Skilled” from another school district, they will be excluded from the deferral cycle for high performing teachers and will be evaluated by the Ironton City Schools until they receive an

"Accomplished" or "Skilled" rating from Ironton City Schools, at which point they will receive a deferral for evaluation according to this schedule.

B. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

C. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, and the teacher is being considered for non-renewal the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

Criteria for Performance Assessment

A. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix D to this agreement.

B. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.

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

D. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

E. 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 electronic devices.

Observations

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation must be between September 15 and December 15. The second formal observation must be performed between January 15 and May 1 of the school year. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a

minimum of one additional observation shall be conducted. No observation may be scheduled the day preceding, or immediately following any break greater than three days in length or for any te4acher that is actively administering a state assessment.

2. If the date or time of the observation is not convenient then the teacher and evaluator will mutually agree to another date and time.

3. All observations will be scheduled by mutual agreement between the evaluator and the teacher at least a week in advance,

B. Observation Conference

1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. The pre-observation conference must be completed within 24 hours of the observation or the school day prior to the evaluation in the case of a weekend.

2. A post-observation conference shall be held with-in seven (7) school days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

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

Walkthroughs

A. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement; and,
7. Assessment.

B. The walkthrough shall be between five (5) and fifteen (15) consecutive minutes.

C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.

D. No more than two (2) walkthroughs will be performed by the assigned evaluator in the observation cycle. This limit on walkthroughs in no way prevent the administrator from informally observing instruction in the classroom.

E. Walkthroughs resulting in the identification of performance deficiencies shall be addressed at a conference following the walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the conference.

Finalization of Evaluation

A. Written Report

Before the evaluation cycle is final, and not later than May 1, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator on or before May 10.

B. Completion of Evaluation Cycle.

1. 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.

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

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

- The evaluation 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. Electronic signatures (e.g., a 'PIN') may be used

2. Each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article will be evaluated once every three (3) school years, and Skilled every two (2) years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation on or before the tenth day of May of that school year.

C. Response to Evaluation

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

Professional Development

A. A professional growth plan will be a written plan following the listed guidelines:

1. A teacher rated “Accomplished” will submit a self-directed professional growth plan to the evaluator that focuses on the most recent evaluation and observations and the evaluator determines the teacher is making progress on that plan.

2. A teacher rated “Skilled” will submit a jointly developed professional growth plan by the teacher and evaluator that focuses on the most recent evaluation and observation and the evaluator determines the teacher is making progress on that plan.

3. A teacher rated “Developing” will submit professional growth plan that is guided by the assigned evaluator.

4. A teacher rated “Ineffective” will be placed on an Improvement Plan developed by the assigned evaluator.

B. Professional growth plans (PGP) help teachers focus on areas of professional development (PD and supports that are individualized to the needs of the teacher and his or her students.

C. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year and serve as a living document. The PGP is intended to be one academic year in duration and must align to any district and/or building improvement plan(s). The PGP is not intended to replace the IPDP. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

D. The professional growth plan and process includes feedback from the evaluator, as well as the teacher’s self-assessment and individualized to support the needs of the teacher’s continuous growth and development.

E. PD should be individualized to support the needs of the teacher and specifically related to the teacher’s area of growth as identified in the teacher’s most recent

evaluation. The evaluator should recommend PD opportunities and support the teacher by providing resources (e.g., time, financial).

F. The growth plan will be reflective of the high quality data and include:

- Identification of no more than two (2) areas of current/future professional growth and offers opportunity for teacher self-reflection.
- Provide PD and supports that are individualized to the needs of the teacher by providing resources.
- Goals are data driven, based on previous observations and align with district/school improvement plan(s).
- Includes listing sources of high quality data to be examined for OTES 2.0 rubric.

Improvement Plans

A. Teachers who have a final holistic rating of ineffective must comply with an improvement plan developed in collaboration with the teachers and the credentialed evaluator for the evaluation cycle.

B. The improvement plan will contain the following components:

- Specific measurable instructional practices to be observed, as well as specific, evidence-based resources and assistance to be provided.
- district-provided allocation of financial resources to support professional development for staff on remediation plans and reasonable timelines for its completion.
- specify in writing, the level of performance the teacher is expected to reach within a reasonable timeline.
- gather evidence of progress or lack of progress.
- reasonably sufficient time (not less than six (6) weeks) in duration, as to allow the teacher to improve performance to a satisfactory level.
- the IP is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve.

C. After discussion with the teacher, a plan of improvement may be initiated at any time during the evaluation cycle by the teacher's assigned evaluator based on deficiencies in performance as documented by evidence collected by their evaluator. The teacher may submit a rebuttal that will be attached to the plan of improvement.

D. When an IP is initiated by the evaluator, it is the responsibility of the evaluator to:

- identify, in writing, the specific area(s) for improvement to be addressed in relationship aligned to the Ohio Standards for the Teaching Profession
- specify, in writing, the desired level of performance that is expected to reach a reasonable period of time to correct the deficiencies
- develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance available
- determine additional education or PD needed to improve in the identified area(s)
- gather evidence of progress or lack of progress

E. A reassessment of the educator's performance shall be completed in accordance with the written plan. Upon reassessment of the educator's performance, if improvement has been documented at an acceptable level of performance, the teacher may transition to a guided professional growth plan. If the teacher's performance continues to remain at an ineffective level, the supervising administrator/evaluator may reinstate the improvement plan with additional recommendations for improvement or take steps necessary to recommend dismissal.

F. No improvement plan will have more than two (2) achievable goals per cycle.

Mentor Teacher (Coach) for Teachers on an Improvement Plan

A. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

B. Role of the Mentor Teacher

1. The mentor teacher must have a minimum of 8 consecutive years of teaching experience.

    a. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

b. The mentor teacher must hold a valid teaching certificate/license and should be assigned to teachers with the same area of certification/license if possible.

c. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

d. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

2. Release Time

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

3. Protections

a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.

b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

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

d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.

e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the

mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

Due Process

1. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

2. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a one-year extended limited contract if eligible for continuing contract or a one-year limited contract if the teacher is not eligible for a continuing contract

Counselor Evaluation

Standards-Based School Counselor Evaluation

A. School Counselor evaluations will utilize multiple factors, with the intent of provided meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

    1. Accomplished;
    2. Skilled;
    3. Developing; or
    4. Ineffective

B. Assessment of School Counselor Performance

    1. School Counselor performance will be evaluated during formal observations and periodic informal observation.

C. Formal Observations

    1. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

    2. A high performing school counselor may be evaluated less frequently as follows:

        a. A school counselor who received a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long s the counselor's metrics for student outcomes for the most recent year for which data is available is "skilled" or

higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

b. A school counselor who received a rating of “Skilled” on his/her most recent evaluation may be evaluated every other year, as long as the counselor’s metrics for student outcomes for the most recent year for which data is available, is “Skilled” or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

3. Evaluations will be completed by May 1 and each school counselor will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1.

4. Procedure:

1. The observation will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

2. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

D. Informal Observations/Walk through Procedure

1. The observation will not be conducted when school counselors are engaged in counseling activities with a student that requires confidentiality.

2. An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation, at least five (5) consecutive minutes but not more than fifteen (15) consecutive minutes.

3. Data gathered from the observation must be placed on the form designated in the Appendix. Feedback from observations shall be provided electronically within ten (10) days. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

a. Informal observations shall not unreasonable disrupt and/or interrupt the work day

c. A final debriefing and completed form must be shared with the employee within a reasonable amount of time, but not later than May 10.

E. Assessment of student Metrics

1. The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career and social emotional development. Any modifications to the metrics that will be used I school counselor evaluations will be adopted before the start of the school year.

2. Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

F. Final Evaluation Procedures

1. Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

2. The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt, only. A school employee's signature will not operate as an agreement to the evaluation. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

G. Professional Growth Plan and professional Improvement Plans

1. Based upon the results of the annual evaluations conducted in accordance with this Article, each school counselor must develop either professional growth plan or professional improvement place as follows:

a. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.

b. School counselors with a final summative rating of "Skilled" will develop a professional plan collaboratively with their evaluator.

c. School counselors with a final summative of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.

d. School Counselors with a final summative rating of “Ineffective” will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.

H. The Board will provide financial resources to support the professional development of school counselors.

I. Retention and promotion decisions/ removal of poorly performing school counselors.

1. The evaluations produced will serve to inform the Board of employment decisions.

Glossary

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

4. HQSD: 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.

5. Teacher Performance: The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher

performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

6. Evaluation Rating: 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.

7. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

8. Evaluation Instrument: The process and forms used by the teacher’s evaluator. The OTES forms are located in Appendix D to this agreement.

9. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

10. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity contracted by the Board to conduct evaluations and who holds a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under section 3319.22 of the Ohio Revised Code.

11. Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of Ineffective for three (3) consecutive years, or 2) A teacher who receives an evaluation rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.

ARTICLE 29: CONTRACT LENGTH

A. A limited regular contract shall be issued in the following order:

1. Upon initial employment, the first contract shall be for one (1) year.
2. The second contract shall be for one (1) year.
3. The third contract shall be for one (1) year.
4. The fourth contract shall be for three (3) years.

5. The fifth contract shall be for three (3) years.
6. Subsequent to the fifth (5th) contract, all limited regular contracts shall be for five (5) years.

7. Beginning July 1, 2025, unit members hired with five (5) or more years of teaching experience in any public or private school in or outside of the state of Ohio shall be issued limited regular contracts in the following order:

    1. Upon initial employment, the first contract shall be for one (1) year.
    2. The second contract shall be for two (2) years.
    3. The third contract shall be for three (3) years.
    4. Subsequent to the third contract, all limited regular contracts will be for five (5) years

B The Board of Education will follow Ohio Revised Code 3319.07 and 3319.11 in awarding continuing contract status.

ARTICLE 30: NONRENEWAL OF LIMITED CONTRACTS

Non-renewal of limited contracts shall be governed by the applicable provisions of Ohio revised Code Section 3319.11.

ARTICLE 31: SUPPLEMENTAL CONTRACTS

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

    1. Duration of supplemental contract.
    2. Title of supplemental position.
    3. Amount of supplemental compensation.

Posting and filling of supplemental positions shall be at the discretion of the Board of Education. The Board reserves the right not to fill vacant supplemental positions.

B. Acceptance of a supplemental contract shall be voluntary. All interested unit members applying for supplemental positions will submit a list of qualifications in the supplemental job which is being applied for. A bargaining unit member applicant who meets the qualifications for the position (if more than one, then the most qualified bargaining unit member) will be awarded the job. Qualifications to

be considered by the Board/administration must include prior experience coaching the sport, prior experience coaching students at that level (middle school, junior high, high school) and of the applicable sex (boys, girls, coed), demonstrated results as a coach both in terms of student skill development and win-loss trajectory, and ability to work well with students and handle parents. This will not prevent the administration/Board from determining a coach to be unqualified based on past performance as a District coach. If no bargaining unit members apply, the Board may select the most qualified applicant from outside the bargaining unit. This provision shall not supersede Ohio Revised Code 3313.53.

B. Assistant coaches assigned as middle school coaches shall be offered the option of assisting high school coaches, but will not be required to do so.

C. Supplemental contracts shall automatically expire at the end of their term without notice of nonrenewal to the employee or other action by the Board of Education. Renewal of supplemental contract shall require affirmative Board action.

D. Supplemental contracts shall be filled in accordance with the provisions of ORC Section 3313.53.

E. Supplemental Salary Schedule

Group	Amount
A	$7,400
B	$4,375
C	$3,075
D	$1,950
E	$1,560
F	$650
G	Per diem
Preschool Lead Teacher	$3000

Group A
Head Football
Head Basketball Boys
Head Basketball Girls**
Cheerleading Advisor
Band Director

Group B
Assistant Band Director
Assistant Football Coach (10)
Assistant Basketball Coach (9)

Head Baseball Coach
Head Softball Coach
Head Track Coach Boys
Head Track Coach Girls
Head Volleyball Coach
Head Golf Coach
Head Tennis Coach (Fall, Spring)
Head Cross Country Coach
Head Bowling Coach
Head Wrestling Coach
Head Soccer
Assistant Soccer
Assistant Cheer
Majorette/Flag Director
IHS Drama Director

Group C
Assistant Baseball (2)
Assistant Softball (2)
Assistant Track (3)
Assistant Volleyball (3)
Assistant Wrestling Coach
IHS Quiz Bowl Advisor
IHS Yearbook Advisor
IHS Singers Advisor

Group D
Summer Physical Fitness (20 Days)
Winter Physical Fitness (20 Days)
Class Advisors 9, 10, 11, 12 (2)
Assistant Golf Coach

Group E
IES Yearbook
Assistant Drama Director
IHS Pep Band
IMS Quiz Bowl Advisor
IMS Yearbook
Audio Technology Advisor

Group F
National Honor Society Advisor
German Club Advisor
Key Club Advisor
SADD Chapter Advisor
Science Club Advisor

Spanish Club Advisor
History Club Advisor
Math Club Advisor
IHS Student Council
Kids Care Club

Group G – Paid at Per Diem Rate
IHS Guidance Counselor A (30 days)
IHS Guidance Counselor B (15 days)
IMS Guidance Counselor (15 days)
IES Guidance Counselor (15 days)

Upon approval of the Board of Education, supplemental positions may be divided equally between two qualified, certified individuals who mutually agree to split the supplemental.

ARTICLE 32: SALARY SCHEDULE

A. Salary Schedule.

1. All employees shall be paid according to the index salary schedule and related provisions of this Article.

2. The base rate of the salary schedule shall be the bachelor's degree column, Step 0.

3. Effective August 1, 2025, all bargaining unit members shall receive a five percent (5%) wage increase to the salary schedule only**.** All bargaining unit members who have 10 or more years will have an additional $2000 added to the base prior to their index being figured. (see salary schedule in appendix)

4. Effective August 1, 2026, all bargaining unit members shall receive a four percent (4%) wage increase to the salary schedule only.

    a. Members with 30 more hours of post-graduate master's hours will be paid $500 extra above their regular master's pay scale for anyone at steps 1-10, $1000 extra for anyone at steps 11-20, and $1500 extra for anyone at step 21 or beyond.

B. Placement on the Schedule.

1. An employee shall be placed on the salary schedule according to the employee's training and experience.

2. An employee with a bachelor's degree who has earned thirty (30) semester hours after earning the bachelor's degree, shall be placed on the 5th Year column. The earning of 150 hours and a bachelor's degree shall be considered equal to the 5th Year column.

3. An employee with a Master's Degree shall be paid on the Master's Degree column.

4. An employee with a Master's Degree who has earned thirty (30) semester hours after earning the Master's degree, shall be placed on the Master's +30 column.

C. Recognized Placement Criteria.

1. Any degree referred to above shall mean an earned degree from an accredited institution.

2. Three (3) quarter hours shall equal two (2) semester hours.

3. Upon initial hire, an employee shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by the State of Ohio. The Board shall follow Ohio Revised Code in granting experience credit for out-of-state teaching service. An employee shall be given credit for all active military service in the armed forces of the U.S. to maximum step provided on the salary schedule.

4. One (1) year of teaching experience shall mean that employee has provide service for one hundred twenty (120) days or more in any one school year.

D. Advancement on the Salary Schedule.

1. Horizontal Movement.

a. An employee shall advance horizontally on the salary schedule by acquiring additional training.

b. An employee shall advance horizontally on the salary schedule when:

1. Sufficient coursework or higher degree is earned.

2. Satisfactory evidence of such completion is provided to the Employer. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program.

c. Payment on the new column will be retroactive to the first pay of the year, provided the Employer has been provided satisfactory evidence on or before October 1.

d. Payment on the new column will commence the first pay of the following school year if satisfactory evidence is received after October 1.

2. Vertical Advancement.

a. An employee shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

ARTICLE 33: NO STRIKE-NO LOCKOUT

A. There shall be no strike by unit members except under the following conditions:

1. Unit members may strike in accordance with the provisions of ORC 4117.14 (D)(2) i.e. unit members may strike after exhaustion of the impasse procedure contained in Article 4 of this Agreement, provided that the Association has given a ten (10) day prior written notice of its intent to strike to the Board and to SERB.

B. There shall be no strike by unit members in violation of ORC 4117.15(A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.

C. Unit members shall not engage in picketing in connection with any strike or work stoppage at the residence or place of private employment of any Board member, member of the Administration or representative of the employer.

D. The Association shall not authorize, call aid or conduct a strike in violation of the above provisions. If an unauthorized strike should occur, as determined by SERB in accordance with ORC 4117.23, the Association shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communication as are available, including the posting of a bulletin, and urging the pickets, if any, to discontinue picketing. It is agreed that picketing during and authorized strike, as determined by SERB, is unlawful and in violation of this Agreement. The Board may use the provisions of ORC 4117.16, where appropriate, to have a court of competent jurisdiction enjoin the strike for a period of not to exceed 72 hours. The employer may further employ the provisions of ORC 4117.16 to request SERB to authorize a further injunction. Once the Association has complied with

its affirmative duties under this section, no legal action will be taken against the Association by the Board.

E. If any unit members strike in violation of this Agreement, they are subject to disciplinary action including discharge, in accordance with ORC 4117.23.

F. The Board will not lockout unit members during the terms of this Agreement.

ARTICLE 34: CONTRACTING OUT

A. The Board agrees that, during the duration of the Agreement, it will not contract out work and duties currently performed by bargaining unit members which would cause a layoff or reduction. This shall not prevent the Board, at any time, from instituting programs involving work not currently performed by bargaining unit members, in the interests of curriculum enrichment, in whatever manner is economically feasible.

ARTICLE 35: DRUG-FREE WORKPLACE

A. No employee of the Ironton City Schools District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.

B. “Workplace” shall be defined to mean the site for the performance of work done. The workplace includes any school building, school property, school-owned vehicles or school approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activities, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.

C. As a condition of employment, each employee shall notify his/her supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.

D. An employee who violates the terms of this Article and/or the Board’s Substance Abuse and/or Drug Free Workplace policies will be subject to appropriate corrective or disciplinary action as determined by the Board, up to and including termination and/or rehabilitation. Beginning with the 2020-2021 school year, there will be a zero tolerance for employees who violate this Article and/or the

Board's Substance Abuse and/or Drug-Free Workplace policies and a first offense may result in termination.

E. Discipline for violations shall be in accordance with the Collective Bargaining Agreement.

F. Employees who suspect they may have an alcohol or other drug abuse problems are encouraged to seek counseling and information on a confidential basis by contacting resources available for such services. An employee who voluntarily seeks help for an alcohol or other drug abuse problem before he/she is accused of violating this Article and/or the Board's Substance Abuse and/or Drug Free Workplace policies will be granted leave as needed to obtain necessary counseling and/or rehabilitation and/or other treatment and will not be terminated or otherwise disciplined for taking such leave.

ARTICLE 36: DISCIPLINE

A. No bargaining unit member shall be disciplined, reduced in rank of compensation, or demoted, without just cause. No employee will be reprimanded in the presence of any other employee, students, parents of the students, or any non-certified employee.

B. The following system of progressive discipline will be followed:

1. Verbal reprimand- with documentation for infraction. This will not be put in the members personnel file but kept for record keeping purposes only.

2. Written reprimand- copies of the reprimand will be distributed to the member, The member shall have the right to attach a rebuttal to the reprimand,

3. Suspension without pay

4. Discharge

However, the severity of the bargaining unit member's action(s) or act(s) will determine the appropriate discipline.

C. The bargaining unit member's supervisor shall investigate the incident prior to beginning any disciplinary action.

1. All discipline must be completed within 10 workdays. If additional time is needed, a written notice will be sent to the president of the association and the bargaining unit member who is affected.

2. A notice of pre-disciplinary conference shall be given to the employee who is subject to the pending suspension without pay or dismissal. The affected bargaining unit member may have an Association representative at such conference.

3. The notice shall give the time, date and place of the scheduled conference and shall provide at least seventy-two (72) hours' notice.

D. An Association representative shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against the member.

1. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all the allegations should he/she desire to do so.

Any disciplinary action shall be appealable through the grievance procedure.

ARTICLE 37: MENTOR PROGRAM

1. Definitions

a. Resident Educator(s): All teachers new to the profession and in the first year of employment. They shall be assigned a trained mentor by the Superintendent.

b. Resident Educator Mentor: A teacher who has received the proper training and is certified by the State of Ohio Department of Education or some other agency licensed or authorized to award such certification to be licensed/certified Resident Educator Mentor, with certification on file with Board's Treasurer.

c. Formative Assistance: Diagnostic assistance is designed to yield information that will assist the Resident Educator to identify specific areas for skill enhancement. Formative assistance consists of collaboration among the professionals to provide adequate diagnosis and assistance to support individual professional achievement.

2. Resident Educator Program Development and Screening Committee

a. The Local Professional Development Committee (LPDC) shall screen all applicants referred by the Superintendent who desire to become a mentor in the district. The screening shall be to check the resume of the applicant and not to recommend employment.

b. Applicants shall submit to the LPDC a resume that contains the following verifiable information:

1. The applicant shall have a minimum of five (5) consecutive years in the teaching profession and a minimum of five (5) years of service in the district.

2. The applicant shall have received average to above average evaluations from their building principal for the previous two (2) evaluation periods. (A letter from the building principal shall be acceptable as proof.)

3. The applicant shall have completed all required course work or training necessary to be a Resident Educator Mentor.

4. A Masters Degree is preferred but successful teaching experience is acceptable.

3. Responsibilities

a. All mentors for Resident Educators shall meet with their assigned Resident Educator Teacher at least once per week or as necessary.

b. Mentors shall maintain records of their discussions with the Resident Educator, classroom observation notes, and any other related documentation as deemed necessary and appropriate by the mentor.

c. A mentor shall not be assigned more than two (2) Resident Educator Teachers in a school year.

d. The mentor shall not be involved with the decision-making process concerning the hiring or non-renewal of a Resident Educator Teachers limited contract.

4. Restrictions

a. The Formative Assistance Plan mutually developed by the mentor and the Resident Educator shall not be utilized for corrective measures.

b. A mentor shall not participate in any formal evaluation of the Resident Educator, nor shall the mentor be required to or requested to make a recommendation as to the continued employment of the Resident Educator.

c. The observations and evaluations of the building principal shall be the determining factor in the recommendation of renewal or non-renewal of the Resident Educator's limited contract.

5. Protections

a. The mentor teacher shall have no notations made on their evaluation as to the success or non-success of their efforts as a mentor, nor will the Board of Education/Superintendent be required to continue to assign them as mentors.

b. A Resident Educator Teacher shall not be required to remain in a Resident Educator Program unless the continuation in the program is part of an effort to remediate noted deficiencies in their teaching abilities. Two (2) years shall be the maximum assignment to this program

6. Program Review

a. Mentors, Building Principals, Resident Educator's and New Teachers shall meet prior to the end of each school year to assess and evaluate the Resident Educator Program. Any recommendations of change shall be submitted to the Superintendent for final approval.

7. Rate of Pay

a. The rate of pay for Resident Educator mentors shall be twenty dollars ($25.00) per hour with a maximum of eight hundred dollars ($800.00). Mentors must meet the requirements as set forth in the Ironton City Schools Resident Educator Program.

ARTICLE 38: PRESCHOOL

A. Students will not report for preschool until the Tuesday following Labor Day; preschool teachers will be expected to report on the first teacher work day to prepare for the school year and complete preschool-specific licensing requirements.

B. Preschool teachers will not be expected to admit students to their classroom before the designated start of their work day.

C. There will be no Friday care or after care for preschool for the 2025-2026 school year. After that, there will be no Friday care or after care for preschool, unless the Board bargains the effects before making a change.

D. When a school closure due to calamity occurs on a Friday and preschool teachers lose 200 minutes of planning time, preschool teachers shall be reimbursed at the rate of $50 for that day.

E. Preschool teachers shall be compensated for covering another teacher's class for all or part of a day in accordance with Article 13, Section A.

F. All full-time bargaining unit members assigned to preschool shall be provided a minimum of two hundred (200) minutes of planning conference time each Friday. Outside of such planning conference time, they may be assigned other duties during the workday. Such other duties outside planning conference time must be related to their job, except that preschool teachers may be asked but not required to cover a class outside planning time. They will be compensated in accordance with Article 13 of this agreement.

G. Each preschool intervention specialist shall be provided one day every grading period to write IEP's and/or hold IEP conferences.

ARTICLE 39: DURATION

A. This Agreement supersedes and replaces all pertinent statutes, rules and regulations as provided by the express provisions of this Agreement. Where this Agreement is silent or the law is not modified by provisions of the Agreement, applicable law shall prevail.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Association and all prior agreements, either oral or written, are hereby canceled. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties all the time they negotiated or signed this Agreement.

C. This Agreement shall be effective for a period of two (2) years as of July 1, 2025, and shall remain in full force and effect until midnight June 30, 2027.

ARTICLE 40: OUT-OF-STATE TEACHERS WITH CHILDREN ATTENDING THE IRONTON CITY SCHOOLS

Bargaining Unit members who reside outside of the state of Ohio shall have the right to enroll their children in the Ironton City Schools free of all tuition charges.

ARTICLE 41: EDUCATIONAL CLIMATE COMMITTEE

A. The parties to this agreement recognize that, in the school of contemporary America, cooperation away from the bargaining table is necessary to be successful in improving the educational climate of our schools, and to further the parties' joint goals of productivity and satisfaction in education. Therefore, the Board, the Administration and the Association agree to establish a joint advisory committee, the Educational Climate Committee.

B. The committee shall meet by a regularly set schedule or by the call of a majority of the members. The first meeting of the Educational Climate Committee shall be no later than the fourth week of September. The district committee will meet quarterly, in the months of September, December, March and May. The Superintendent and the IEA president shall establish the time and location of the September meeting. Subsequent meeting times and locations shall be established at this first meeting. The Committee shall be composed of two (2) teachers to represent the elementary school, two (2) teacher to represent the middle school, two (2) teachers to represent the high school, all appointed by the Association, at least one (1) principal chosen by the superintendent. The committee will be chaired by the IEA president and the superintendent or his/her designee. Both the Association and the Administration shall select their representatives by September 15 of each school year. Each member shall be in attendance at all the Educational Climate Committee meetings or designate an appropriate bargaining unit member to cover the meeting should he/she be unable to attend.

C. The principal aims of the Committee shall include the following:

1. To work together toward improving the quality of education in the schools;
2. To find ways to operate the schools more efficiently and effectively;
3. To work together to achieve their joint goals of productivity and satisfaction;
4. To work together to build lines of communication to solve their mutual work concerns;

5. To work together toward the improving the working relationship between the Administration and teachers;
6. To work together to find ways to incorporate activities to aid with work place stressors, encourage team work and change the climate of the district as a result of COVID and other educational challenges;

D. The issues presented before the Educational Climate Committee shall reflect the opinions of most of the teachers and not individual concerns and to reflect the true feelings of the teachers within a building.

APPENDIX A: SALARY SCHEDULE REPORT

BACHERLOR DEGREE			
	Year	2025-26	2026-27
	Base	$39,183	$40,750
Step	Index	Salary	Salary
0	1.000	$39,183	$40,750
1	1.040	$40,750	$42,380
2	1.080	$42,318	$44,010
3	1.120	$43,885	$45,640
4	1.160	$45,452	$47,270
5	1.200	$47,020	$48,900
6	1.240	$48,587	$50,530
7	1.280	$50,154	$52,160
8	1.320	$51,722	$53,790
9	1.360	$53,289	$55,420
	Base	$41,283	$42,934
10	1.3797	$56,958	$59,236
11	1.4176	$58,523	$60,863
12-15	1.4556	$60,092	$62,495
16-20	1.5125	$62,441	$64,938
21-24	1.5695	$64,794	$67,385
25	1.6264	$67,143	$69,828

BACHERLOR +5 DEGREE			
	Year	2025-26	2026-27
	Base	$39,183	$40,750
Step	Index	Salary	Salary
0	1.040	$40,750	$42,380
1	1.087	$42,580	$44,283
2	1.133	$44,410	$46,186
3	1.180	$46,240	$48,089
4	1.227	$48,070	$49,992
5	1.274	$49,900	$51,895
6	1.320	$51,729	$53,798
7	1.367	$53,559	$55,701
8	1.414	$55,389	$57,604
9	1.460	$57,219	$59,507
	Base	$41,283	$42,934
10	1.4813	$61,153	$63,598
11	1.5256	$62,981	$65,500
12-15	1.5699	$64,810	$67,402
16-20	1.6142	$66,639	$69,304
21-24	1.6585	$68,468	$71,206
25	1.7029	$70,301	$73,112

MASTER DEGREE			
	Year	2025-26	2026-27
	Base	$39,183	$40,750
Step	Index	Salary	Salary
0	1.080	$42,318	$44,010
1	1.133	$44,394	$46,170
2	1.186	$46,471	$48,330
3	1.239	$48,548	$50,489
4	1.292	$50,624	$52,649
5	1.345	$52,701	$54,809
6	1.398	$54,778	$56,969
7	1.451	$56,855	$59,128
8	1.504	$58,931	$61,288
9	1.557	$61,008	$63,448
	Base	$41,283	$42,934
10	1.5790	$65,186	$67,793
11	1.6293	$67,262	$69,952
12-15	1.6872	$69,653	$72,438
16-20	1.7451	$72,043	$74,924
21-24	1.8030	$74,433	$77,410
25	1.8609	$76,824	$79,896

MASTER DEGREE + 30	
Step	Salary
0-10	$500
11-20	$1,000
21 & above	$1,500

APPENDIX B: LONGEVITY BONUS PAY

A bonus amount will be paid for five (5) consecutive years, beginning upon the employee's request, any time after completion of the 26th year of service. The bonus shall be paid as follows:

Year one	$1,200.00
Year two	$1,200.00
Year three	$2,000.00
Year four	$2,000.00
Year five	$2,000.00

The longevity bonus pay shall be issued in the first paycheck following the last day of school.

APPENDIX C: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Local Professional Development Committee shall be established to oversee and review professional development plans for course work, continuing education units, and /or other equivalent activities as deemed appropriate by the committee.

B. Terms of Office

The term of office for LPDC members serving on the committee shall be two (2) years. Terms shall be staggered with three members appointed to the committee in the first year for a one year term and two members appointed to the committee in the first year for two year terms.

Committee members may be reappointed at the expiration of their terms.

C. Committee Composition and Selection

1. The committee shall have 5 members.

2. Three teacher members appointed by the Association. Two administrative members appointed by the Superintendent.

3. Vacancies will be filled by paragraph B.

D. Chairperson of LPDC

The committee chairperson shall be determined by a majority vote of the LPDC members.

E. Decision Making

Decisions made by the LPDC shall be determined by a majority vote of the LPDC members.

A quorum shall be called when at least three members are present, one of which must be an administrator.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training for the purpose to gain knowledge in the areas of: responsibility, functioning and legal requirements, and other such training as deemed appropriate by a majority of the LPDC members.

2. Released time shall be given to the LPDC members to attend Board-approved training sessions. If training is available outside the workday, members shall be paid $25.00 per hour plus travel-related expenses.

3. LPDC training for committee members shall constitute appropriate "equivalent activities" for purpose of committee members own IPDP's.

G. Meetings

The LPDC shall meet when necessary or at the call of two members directing the request to the chair, keeping within the Board-approved LPDC budget funds.

Meetings shall be held at a time that allows for the greatest participation by certified employees who are presenting their plans for approval.

Meetings held during the contractual workday shall not be paid hourly. Meetings held after the contractual workday shall be paid ~~$25.00~~ **$35.00** per hour.

H. Appeals Process

Within thirty (30) days of publication by the Ohio State Department of Education of their regulations/guidelines on LPDC appeals, the LPDC shall meet to decide the procedure which they will apply to all certified employees who may appeal a decision by the LPDC.

APPENDIX D: EVALUATION INSTRUMENT

The Association and the Board of education agree to use OTES (Ohio Teacher Evaluation System) 2.0

APPENDIX E: NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR STAFF MEMBERS

It is the intention of the Ironton City School District Board of Education to protect the privacy of staff members who use the school computers, computer network, and electronic messaging systems to the maximum extent possible given the operational and security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the District.

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses that are unacceptable under any circumstances:

- The transmission of any language or images which are of a graphic sexual nature
- The transmission of jokes, pictures, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- The transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- Uses that constitute defamation (libel or slander)
- Uses that violate copyright laws
- Uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example: the transmission of a computer virus or an excessively large e-mail attachment)
- Any commercial or profit-making activities
- Any fundraising activities, unless specifically authorized by an administrator

Security and Integrity

Staff members shall not take any action that would compromise the security of any computer, network or messaging system. This would include the authorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any action that may adversely affect the integrity, functionality, or reliability of any computer (for example: the installation of hardware or software not authorized by the System Administrator).

Staff members shall report to the System Administrator or a School District administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

Right of Access

Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access any computer, device, or electronic media within its systems and any data, information, or messages that may be contained therein. All such date, information, and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

Association Business

Any use of the District's email system for the purposes of conducting business of the association shall be copies to the Superintendent. The email system shall not be used to organize or promote a strike or any form of work stoppage. Violation of this provision shall result in disciplinary action.

Legal Ref: ORC 3313.20, 3313.47
Children's Internet Protection Act of 2000, 47 USC & 254 (h), (l)

APPENDIX F: GRIEVANCE DEFINITIONS AND GRIEVANCE FORM

1. A "grievance" is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. A "day" shall mean workdays, excluding legal holidays and days when the Board office is closed.

3. A "grievant" shall be defined as a member of the bargaining unit, a group of members of the bargaining unit, or the Association.

4. A "group grievance" shall have arisen out of the same or similar circumstances affecting each member of the group. All group grievances shall be signed by at least two (2) members so affected.

5. An "Association grievance" shall be a grievance filed by the Association on behalf of itself and shall be confined to an alleged violation, misapplication, or misinterpretation of a right granted to the Association or to the entire bargaining unit.

IEA Grievance Form
Have the grievance form attached for each level
Aggrieved Person, Persons, or Association:

_____

School: _____ Principal: _____

Date Grievance Occurred:

_____

Date of Formal Filing:

_____

Person(s) to Whom the Grievance is directed:

_____

Initiated on Level:

_____

Statement of Grievance:

_____

_____

_____

_____

_____

_____

_____

What article or policy was violated:

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

_____

_____

_____

_____

Has this issue been discussed with the aggrieved immediate supervisor?
_____ Yes _____No
Was there an informal meeting on this matter? When? With whom?

_____

_____

_____
Signature of Grievant Date

– –

Level 1: _____ (Principal) I do not have the authority to resolve this grievance
Resolution of grievance:

_____

_____

_____

_____

_____

_____

Date: _____
Signature: _____
Satisfaction conclusion: _____yes _____no
Move to next level: _____yes _____no

– –

Level 2: _____ (Superintendent) I do not have the authority to resolve this grievance
Resolution of grievance:

_____

_____

_____

_____

_____

_____

Date: _____

Signature:

_____

Satisfaction conclusion: _____yes _____no

Move to next level: _____yes _____no

_____

_____

Level 3: _____ (Board)
Resolution of grievance:

_____

_____

_____

_____

_____

_____

Date: _____

Signature:

_____

Satisfaction conclusion: _____yes _____no

Move to next level: _____yes _____no

_____

_____

Formal Level 4: Mandatory Grievance Mediation

Mediators response: _____

Date: _____

Signature: _____

Satisfaction conclusion: _____yes _____no

Move to next level: _____yes _____ no

Formal Level 5: Binding Arbitration

Notification to Superintendent/Board:_____

Arbitrator assigned:_____

Date of Arbitration: _____

Decision:

_____

_____

Ratified on August 4, 2025 by the Ironton Education Association and approved on August 5, 2025 by the Board of Education.

Signed this 20th day of October, 2025.

FOR THE IRONTON EDUCATION ASSOCIATION:

President

Vice-President

Member

Member

Member

Member

FOR THE IRONTON CITY SCHOOLS BOARD OF EDUCATION:

President

Member

Member

Member

Member 10/23/2025