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AGREEMENT BETWEEN

THE SYMMES VALLEY BOARD OF EDUCATION

AND

THE SYMMES VALLEY EDUCATION ASSOCIATION

JULY 1, 2025 THRU JUNE 30, 2027

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ARTICLE 1: ASSOCIATION RIGHTS

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliates or parent organizations shall have these rights.

A. The Association shall be provided with either paper copies, email or digital copies of all agendas, minutes, and other public information made available to Board members no later than twenty-four (24) hours before the monthly Board meeting. If a special Board meeting is called, the Association President will be notified of where this is being made public or a copy of the notice. The Association President or his /her designee will be informed of any agenda changes.

B. Representatives of the Association may provide the Principal with announcements, which may be made on school building public address systems on the behalf of the Association. Representatives may make announcements during school faculty meetings with permission of the Principal.

C. The Association shall have the right to participate in the initial orientation meetings for new professional staff members.

D. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use one specifically-designated bulletin board or posting area per school building, providing such use does not interfere with instructional use and providing such is not within easy access to students, parents, or community members using the school facility.

E. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use the internal school and/or district mail/courier system providing such does not incur any financial expense to be borne by the Board of Education.

F. The President of the Association and/or the Consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the Principal or, in his/her absence, the acting building administrator, permission to make the visit. Such permission will not be denied but may be delayed only if the visit at the time desired will interfere with normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the building Principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal or in the Principal's absence, the acting building administrator.

G. Upon written request from the Association, the Treasurer of the Board of Education will provide the Association twice yearly with a list of the bargaining unit members or those eligible to be in the bargaining unit.

H. Each Association member shall have the privilege of placing organization identification on his/her school mailbox. A member may request that another member may place a sticker on his/her mailbox.

l. A bargaining unit member shall have the right to request that a representative be present at any meeting that the bargaining unit member believes may result in an adverse personnel action.

J. If the United States Supreme Court reverses the *Janus* decision on fair share fee, Article l(J) of the 2016-2019 contract will be reinstated into the CBA without bargaining.

K. Association representatives shall be given needed paid release time to participate in grievance meetings~~,~~ and bargaining sessions, when those are held during the school day. Paid release time means that the unit member is released from duties without a loss in pay or benefits due to the release time.

ARTICLE 2: MANAGEMENT RIGHTS

A. Management Rights.

The Symmes Valley Local School Board of Education has, as it has always had, the exclusive right to manage the business of the district and to direct the working forces. The Board's failure to exercise any of its rights under this Agreement does not indicate that it is unable to exercise such rights in the future. The rights of the Board include but are not limited to the right to:

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

2. Direct, supervise, evaluate and hire employees;

3. Maintain and improve the efficiency and effectiveness of the district;

4. Determine the overall methods, processes, means and/or personnel by whichthe district is to be conducted;

5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Symmes Valley Local Board of Educationas a unit of government;

8. Effectively manage the work force;

9. Take actions tocarry out the missions of the Symmes Valley Local Board of Education as a unit of local government; and

10. Promulgate reasonable rules and regulations.

B. Legal Restrictions.

It is agreed by both parties to this Agreement that this Agreement cannot abridge or surrender any of the statutory rights of the Symmes Valley Local of Board of Education granted under the Constitution of the State of Ohio, the Ohio Revised Code or legislative edict promulgated by the state legislature.

C. In addition, the Association agrees that all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and the direction of its work force, which the Board has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those to the Board.

ARTICLE 3: RECOGNITION

A. The Symmes Valley Local Board of Education recognizes the Symmes Valley Education Association as the sole and exclusive bargaining representative on matters related to wages, fringe benefits, and other terms and conditions of employment, and on the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. The bargaining unit shall be limited to all full-time teaching employees under regular contract; should their positions be reduced they will remain represented by the Symmes Valley Education Association as part of the bargaining unit.

Employees in the following assignments are excluded from the bargaining unit:

1. Superintendent
2. Transportation Director
3. Principals
4. Student Services Director
5. Any other administrative, supervisory and confidential personnel as defined in Chapter 4117.01 (F), (J), (K) and (L) of the Ohio Revised Code.

The Board further agrees that the Union representation shall include any newly created full-time teaching position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code. All other employees in the school district are excluded from the bargaining unit.

B. A full-time bargaining unit member shall be defined as one who works at least five and one-half (5 ½) hours per day for a minimum of one hundred seventy days per year.

ARTICLE 4: SCHOOL PROCEDURES

A. The School Administration shall, at the beginning of the school year, provide the professional staff members with a teacher's handbook prepared for each building. Any information regarding teachers in the teacher's handbook will not contradict the collective bargaining agreement. The Board Policy Manual will be made available on the District's website.

ARTICLE 5: LENGTH OF SCHOOL DAY

A. The length of the normal school day for members of the bargaining unit shall be not more than seven and one-half (7 ½) consecutive hours. If the Board intends to adjust the start or end time of the school day by 30 minutes or more, the Board will provide prior notice to the Association President and will meet upon request to bargain the effects.

B. Each member of the bargaining unit shall have thirty (30) minutes uninterrupted duty-free lunch, which shall be a part of the school day.

ARTICLE 6: PARENT-TEACHER CONFERENCE TIME

A. Two (2) days per school year shall be scheduled for the purpose of parent-teacher conferences.

B. The structure and use of such days in each building shall be set by the Administration.

C. Such days are to be credited as school days in the school calendar as set by the State Board of Education.

ARTICLE 7: SCHOOL YEAR

A. The length of the school year for the members of the certified staff who are eligible for membership in the bargaining unit shall be no more than one hundred eighty-two (182) days or one thousand three hundred and sixty-five (1,365) hours for the purpose of the Ohio Department of Education and the Ohio Revised Code. The one hundred eighty-two (182) days shall be at the discretion of the Board. Included in the one hundred eight-two (182) days shall be:

1. Two (2) days for Parent-Teacher conferences; and
2. A minimum of two (2) days for in-service.

B. If unit members are provided with time to complete required PD during a scheduled PD session during the school day, members who are unable to attend due to a work-related conflict and have to complete the PD outside of the school

day can submit a request to the superintendent to be paid $30.00 per hour for time spent outside the school day up to the maximum amount of time missed.

ARTICLE 8: PREPARATION AND CONFERENCE TIME

A. The terms "preparation and conference time: shall mean work time during the school day, exclusive, of the professional staff member's daily duty-free lunch period. This time shall be used by the professional staff member for teacher and classroom duties.

B. The professional staff members (K-12) shall be provided with two hundred (200) minutes per week for preparation and conference time as defined by "A" above, which will include five (5) periods per week of not less than forty (40) continuous minutes of duration, which shall not be used for any administratively-called meeting except in case of an emergency and twice quarterly to discuss state-mandated issues such as OIP or other issues relating to teacher or classroom duties.

C. A normal school week is defined as five (5) days (Monday through Friday), 7 ½ hours per day. On days in which the District delays the start time of school, the delay(s) will not result in the extension of the workday past 3:00 pm.

D. When a bargaining unit member is assigned by an administrator to use their planning period, or a special education teacher who is not already assigned as a team teacher to that class is assigned by an administrator, to assume the responsibility of another bargaining unit members' students, when no substitute is available, the assigned bargaining unit member shall be compensated at the rate of twenty-six dollars ($26.00) per class period or part thereof. If a teacher is assigned more than eight (8) unassigned, unlinked students when no substitute is available to their classroom during non-conference time, the teacher will be paid at the rate of twenty-six dollars ($26.00) per class period or part thereof for each assignment.

E. Except in emergency situations, all faculty meetings shall require a twenty-four (24) hour notification by the administrator calling the meeting.

The term emergency as used in this article shall include the following:

1. an occurrence that could affect the health and safety of students and/or staff.

2. parental conferences to address issues requested by parents.

ARTICLE 9: LABOR MANAGEMENT COMMTTEE

A. The Symmes Valley Board of Education and the Symmes Valley Education Association shall comply with the adopted guidelines of the Labor Management

Committee as adopted by the representatives of the Board and Association.

B. The general purpose of the Committee will be to:

1. Provide a vehicle of communication between the certified staff members and administration.

2. To resolve problems within the buildings.

C. All LMC meetings will be held on the second Monday of each month, unless otherwise agreed to per D below. If neither party has an item for the LMC to discuss, a meeting will not be held. Prior to each LMC meeting, there will be a staff meeting at which unit members can share concerns (principals do not have to be present for the staff meeting).

D. At the first meeting of the year, training will occur to preserve the correct process for upcoming meetings. A list of expectations will be established in order for meetings to be run consistently. A date will be set for all meetings to be held throughout the year. All members of the LMC will do their due diligence to attend all meetings. If someone cannot attend, they will ensure that someone will attend the meeting who can address the issues on the agenda.

E. At the end of each meeting, minutes will be circulated to the Association President and the Superintendent.

ARTICLE 10: PERSONNEL RECORDS

A. A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information on professional staff members maintained by the Board and Administration.

B. Individual professional staff members shall have access to their personnel file upon request. Requests of professional staff members to have access to their personnel files shall be handled by the Treasurer of the Board.

C. All materials placed in the personnel file of the professional staff member shall include a dated stamp on the date the item was placed in the file.

D. The professional staff member's signature on a document placed in the personnel file does not indicate agreement with the content of the material but indicates only that the material has been inspected by the professional staff member. He/she will also be told that he/she has the opportunity to reply to critical material in a written statement to be attached to the filed copy. Said rebuttal must be placed with the item in question within ten (10) days of acquiring knowledge of same and may be done only once.

E. Any materials originated by the School District's Administration entered into a

professional staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If the material is found to lack in any of the afore- mentioned it shall be removed from the professional staff member's file. Grieving an evaluation because of a flaw in the evaluation will cause only the flaw to be corrected if the grievance is sustained. It will not cause the total evaluation to be removed from the employee's personnel file.

F. Information in the personnel file may be removed upon mutual agreement of the professional staff member and the Administrator making the entry with the approval of the Superintendent and the knowledge of the Treasurer of the Board.

G. The Board will comply with Ohio Revised Code Sections 149.43 and 1346 as they pertain to personnel files. All written requests to review the file will be placed in the employees file .

H. Upon a signed written request, a professional staff member will be entitled to a copy, one time only at no cost of any material in his/her file. Additional copies of any material will then be copied for a charge of twenty-five cents (25¢) per sheet or at the Board adopted rate.

I. Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

J. Upon a bargaining unit member's request, verbal and written reprimands will be removed from the bargaining unit member's personnel file after twenty-four (24) months, as long as there are no intervening reprimands or disciplinary reports. All suspensions will remain in the member's personnel file for a period of five (5) years.

ARTICLE 11: PAYROLL PROCEDURES

The payroll procedures of the Symmes Valley Board of Education shall be as follows:

A. Bargaining unit members shall receive payment in twenty-six (26) equal installments per year for the duration for his contract; unless there are 27 paydays, then the Bargaining Unit member shall have their annual salary divided by 27.

B. Bargaining unit members shall have his/her payroll check directly deposited to an account of his/her choice. Employees shall designate the account for the direct deposit to the Board Treasurer.

ARTICLE 12: PAYROLL DEDUCTIONS

A. Payroll deduction shall be authorized by the Treasurer for the teacher upon written request by the teacher for the following:

1. Union dues, as notified by the teacher or Association;
2. Federal Tax withholding;
3. State Tax withholding;
4. State teachers Retirement System;
5. The approved current insurance policies (annuities) that are now or have been in the past deducted;
6. Christmas Club;
7. Health Insurance premiums; and
8. IRS 125 Plan (Cafeteria Plan).

B. All payroll deductions must be signed up for during the enrollment period or prior to May 1 of each school year. Notification of all cancellations must be given two (2) weeks prior to going into effect.

ARTICLE 13: TRANSPORTATION REIMBURSEMENT PROCEDURE

A. Bargaining unit members who use their own private vehicles during the school day for administration approved school business shall be reimbursed mileage at the current IRS rate.

B. Requests for mileage reimbursement shall be submitted on Board adopted mileage reimbursement forms.

C. Reimbursement of such mileage shall be paid within two (2) weeks after board approval.

D. Mileage reimbursement forms shall be submitted by the second Friday of each month to the treasurer's office. Mileage reimbursement forms not submitted by the second Friday of the month will not be honored until the following month.

E. All teachers who sign a request for reimbursement of mileage are affirming their possession of automobile liability insurance.

ARTICLE 14: DUES DEDUCTIONS

A. Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck for membership dues of the Association and its affiliates. Such authorization shall continue in effect until such time as said individual gives written notice to the treasurer of the Board to discontinue such deductions or until employment with the Board terminates. If any changes in employment occur with any bargaining unit member, the SVEA will be notified of such change.

B. Changes in authorizations must be filed with the Treasurer by September 1 in the year such deductions are to begin.

C. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 1st of each year the amount to be deducted for Association membership dues in accordance with the employee authorization.

D. If payroll deduction authorization is not revoked by notifying the treasurer of the Board and the Treasurer of the Association between August 1 and August 31 of that year, deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in September and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 1st shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted, as long as payroll deduction authorization is not revoked.

E. All dues money deducted shall be forwarded to the Ohio Education Association on a monthly basis as stipulated by the Association. The Board Treasurer will forward a listing of individuals from whom dues have been collected along with the amount deducted to the OEA and the SVEA.

F. The Board shall be relieved from making such individual check-off deduction upon:

1. Transfer or promotion to a job outside the bargaining unit;
2. Reduction in force or layoff;
3. An authorized unpaid leave of absence; or
4. Revocation of the payroll deduction authorization by the member.

G. The Board shall not obligated to make dues deductions from any bargaining unit member who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

H. It is specifically agreed that neither the bargaining unit members nor the Association shall have claims against the Board for errors in the processing of deductions, unless a claim of error is made to the treasurer in writing within sixty (60) days after the date such an error was made or the receipt by the Association of the dues list in paragraph E above. It will be corrected at the next pay period that Association dues would normally be deducted by deducting the proper amount.

I. Membership or non-membership in the Association shall not be a prerequisite for employment or continuation of employment of any bargaining unit member nor shall the payment of any dues, fees or assessments.

J. It is specifically agreed by the Board and the Association that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association agrees that it will indemnify and hold the Symmes Valley Local School District harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Board. Once Association dues are remitted to the Association, their deposition shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE 15: LEAVES OF ABSENCE

A. Jury Duty/Witness Duty

1. Bargaining unit members will be paid at the regular rate of pay on regularly scheduled school days during which the employee is absent from duty to jury service. After absence from such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular salary from the Board of Education for the day or days of excused absence for this purpose.

2. Days used on jury duty shall not be deducted from sick leave or personal leave and shall not be counted against unit members on school board attendance policies, attendance bonuses or personal leave reimbursement.

3. If the unit member is subpoenaed as a witness in court appearance for a case related to his/her job assignment within the Symmes Valley Local School District, except where the unit member or his/her professional Association is a plaintiff in a case wherein the Board of Education is a Defendant, the unit member shall be paid by the Board as if the unit member has worked a normal day.

B. Military Leave

All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Militia, or members of other reserve components of the armed services of the United States, shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty. The employee will be compensated the difference between such employee's regular compensation as provided by this Agreement and that received by him/her for military service. Proof of assignment shall be provided in the form of a copy of the military orders given to the School Treasurer and military pay stubs provided to the School Treasurer upon return from active status. The District will comply with USSERA and any issue not covered by this Section shall be governed by Ohio Revised Code Section 5923.052.

C. Personal Leave

1. Teachers shall be granted three (3) unrestricted days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day. Such leave must be approved by the Building Principal five (5) days in advance by the Building Principal,

except in cases of emergency.

2. Personal leave must be taken in full day increments. Personal leave will not be deducted from sick leave.

3. Members who do not use personal leave each school year shall be reimbursed as follows:

DAYS USED	REIMBURSEMENT
0	$500.00
1	$400.00
2	$300.00

Reimbursement shall be made with the second pay during the month of June.

4. If a member has personal leave days remaining at the end of the school year, the member will have a choice of taking the reimbursement or they may exchange those days for I00% worth of sick leave. One (I) personal leave day converts to one (1) sick day.

D. Professional Leave

l. Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.

2. Members may be granted professional leave if the request meets the following criteria:
   a. Directly related to their assigned duties as a member;
   b. Designed to improve the member's performance in their assigned duties.

3. Requests for professional leave will be submitted through the Principal to the Superintendent or his/her designee at least thirty (30) days in advance of the requested date. The Superintendent shall deny or approve such professional leave request within thirty (30) days after he/she has received the leave request, with the Superintendent's decision being final.

4. Visitation to other schools will be restricted to schools within a reasonable distance, except under special circumstances.

5. Reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.

6. Attendance shall be required at the professional meetings for which professional leave has been granted.

E. Sick Leave

1. Annual Allowance - Certified personnel in the Symmes Valley Local School District shall earn sick leave at the rate of one and one-fourth (1 ¼) days per month for a total of 15 days per year.

2. Accumulation Employees may accumulate an unlimited amount of sick days.

3. Approved Use of Sick Leave - Sick leave is to be used by the employees of the Symmes Valley Local School District in full-day increments. Requests must be submitted on the proper form stating the reason for leave. Sick leave may be used for absence due to 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 employee's immediate family. (Reasons enumerated under the statutory provisions of Ohio Revised Code Section 3319.141 are acceptable). Employees on sick leave for three (3) or more consecutive days must present a signed statement from the physician justifying the use of sick leave and stating the date the employee may return to work. Sick leave accumulation and days used each pay period will be listed on each pay stub.

4. Employees injured on the job may choose to file for Workers' Compensation rather than use their sick leave days.

5. An employee's immediate family for sick leave shall include: spouse, children, mother, father, brother, sister, mother in-law, father in-law, aunts and uncles (2 days), brother in-laws (2 days), sister in-law (2 days), stepmother, stepfather, stepchild, grandparents, and grandchildren and others living in the same household as the member.

6. The Superintendent will require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, the employee must present the name and address of the attending physician and the dates when he/she was consulted.

7. A bargaining unit member's accrued sick leave and personal leave shall be shown on each paycheck stub.

8. Bargaining unit members who are absent for zero (0) days for any reason (which means no use of sick leave) for an entire grading period shall

receive a perfect attendance bonus of three hundred fifty dollars ($350.00) for each grading period in which they maintain perfect attendance as defined in this Article. Personal leave does not count against Attendance Bonus pay.

a. This bonus shall be paid within the next pay period after the last day of each such grading period in which it is earned.

9. With prior building administrator approval, a teacher may arrive up to two (2) hours late or leave up to two (2) hours early, if they find their own coverage. The teacher covering for them shall not be eligible for additional compensation.

F. Bereavement Leave

1. An employee shall be granted up to a three-day paid leave of absence for purposes directly related to the death of a member of his/her immediate family. The three days do not need to be consecutive, as long as they are related to the death, and will not be deducted from the member's sick leave accumulation. If additional time is needed, the Superintendent may grant additional time off using sick leave, personal leave or unpaid leave.

2. An employee's "immediate family" for this provision shall include:

A. spouse/partner
B. child/children and son/daughter-in-law and step-child/children
C. mother, father, mother/father-in-law, and step-parents
D. brother, sister, and brother/sister-in-law
E. grandparents, grandchild/children or step-grand child/children
F. aunts/uncles and nieces/nephews
G. legal guardian or any person who stands in place of a parent (loco parentis)
H. the other parent of a member's school-age or younger child/children

3. In the event of the death of a person not in the immediate family, the member may use up to two (2) days of sick or personal leave for bereavement, if approved by the superintendent.

4. Use of sick leave for bereavement will not count against the member when determining attendance bonus pay.

G. Unpaid Leave of Absence

1. A bargaining unit member may request an unpaid leave of absence of up to one (1) year duration for legitimate causes, including but not limited to childcare leave for a member within the first year following the birth or adoption of a child. Such request shall be made in writing to the Board. The Board shall have the authority to deny the request or approve the request

with conditions set forth in writing.

2. The bargaining unit member, while on such leave, shall not be employed by another employer for compensation during the leave of absence period or the bargaining unit member's employment with the Symmes Valley Local District will stand terminated.

3. Employees on unpaid leaves of absence do not earn sick leave, personal days, vacation leave, or bonus/incentive pay.

H. Assault Leave

1. A bargaining unit member who is absent due to physical disability from a clearly unprovoked attack that occurs on Board premises or while in attendance at an official school function and in the course of the bargaining unit member's employment will, subject to the approval of the Superintendent, be granted up to twenty (20) or more working days assault leave. During such leave the bargaining unit member wi11 be maintained on a full pay basis.

2. Assault leave may not be granted under this Article unless the bargaining unit member in question:

   a. Has a signed, written statement, on forms provided by the Board, justifying the use of assault leave.

   b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and

   c. Agrees to file charges for criminal prosecution or to file a report with appropriate authorities against the person or persons involved.

3. The Board shall reimburse bargaining unit members for replacement or repair for personal property (i.e. glasses, clothes) damaged during an assault upon the member up to a maximum of $1,000. The bargaining unit member shall be required to submit receipts if the loss is not recoverable through the member's insurance.

4. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

I. Association Leave

1. The Board shall grant to the Association a total of 4 (four) days per year to attend Association business meetings, representative assemblies and lobby days, andtwo (2) additional days without pay for the purpose of lobbying for increased funding for local school districts.

2. Such leave must be applied for in writing forty-eight (48) hours in advance. Such leave is non-accumulative.

J. Family and Medical Leave

1. Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have 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 used for calculating eligibility for leave shall be as set forth in the Board policy on Family and Medical Leave. (http://www.dol.gov/whd/fmla/fmla-faqs.htm). Any additional questions regarding FMLA shall be addressed to the Board office.

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

K. Donation of Sick Leave

Bargaining Unit members may assist any fellow member (or the Bargaining Unit member's spouse or child) who has suffered serious or catastrophic illness. Upon approval of the Superintendent, the member may donate his/her accumulated sick leave to a fellow Bargaining Unit member so affected under the following conditions:

1. The person requesting said leave must fill out a form requesting the specific number of days needed.

2. A Bargaining Unit member who has more than fifty (50) days accumulated sick leave to his/her credit may donate up five (5) days of said leave twice per school year.

3. The Superintendent will require documentation from the recipient's physician attesting to the need for the leave .

4. Any transfer is to be voluntary and the transfer must be completed prior to the recipient's use ofsame.

5. Each request shall be reviewed on an individual basis.

6. The Superintendent, Treasurer and Association President and a second SVEA member shall determine if the illness qualifies as serious or catastrophic. The determination must be agreed to by a majority. The days of sick leave approved to be donated will not be greater than the number of days the doctor said was needed for leave. Additional donated days may be

requested by a member for the same illness if all relevant circumstances warrant it and the requirements of this section are met.

ARTICLE 16: ASSIGNMENTS, TRANSFERS AND VACANCIES

A. The Superintendent has the authority to assign, reassign or transfer teachers.

1. Not later than May 15, and monthly thereafter of each school year, the Superintendent shall cause to be emailed through school email and posted in all school buildings a list of known vacancies which will occur for the following school year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than five (5) working days after the vacancy is posted as listed in (1) above.

3. In acting on a request for voluntary reassignment and/or transfer, the following criteria will be evaluated in no particular order:

   a. Individual qualifications of the applicant:
   b. the teacher is licensed or certified to teach the subject area being requested;
   c. Physical ability to perform the requirements of the position; and
   d. Seniority.

4. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent. Any transfer or reassignment must be in the best interest of the students, as determined by the Superintendent, or be because of legal requirements (e.g. harassment situation). Upon request, the teacher will be provided verbal and/or written reasons for the transfer/reassignment and how it is in the best interest of students. No involuntary transfer will occur in an arbitrary and capricious manner.

5. Whenever a vacancy arises, the Superintendent or designee will post, except in the instance of an emergency, a notice of said vacancy on a bulletin board in each school building for no less than five (5) working days before the position is filled. 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 reposted for internal bid. Vacancies will be filled internally on the basis of (3) above. Any new positions shall be posted with the following information:

   a. When the position is available;
   b. Requirements for the position;
   c. Deadline for the application; and

d. Any other information deemed necessary by the Superintendent.

If the position cannot be filled internally, the Superintendent and/or Board of Education may fill the position with an external candidate. Bargaining unit members shall not be denied a transfer arbitrarily, capriciously, or without rational basis.

B. The Board agrees that during the summer months announcements of vacancies shall be provided through the District email, all-call and the District's website for not less than five (5) days. A vacancy is a new or existing position that the District has authorized to be filled, whether created as a result of a resignation, retirement, termination, transfer between classifications, death of an employee, or the need for additional services. Whether a vacancy exists will be at the sole discretion of the Superintendent and/or the Board of Education. If a vacancy occurs during the school year and the position is posted, the posting process will be followed. Alternatively, the Board may fill the vacancy with a long- term substitute. If a long-term sub is hired in the first semester and is not working towards needed specialized licensure, then the vacancy will be posted again in December. If a long-term sub is hired in the first semester and is working towards needed specialized licensure or is hired in the second semester, the Board may post the vacancy at the end of the school year.

C. For the purposes of this Article, an emergency shall be defined as an unanticipated vacancy, which occurs during the school year or within ten (10) workdays of the first day of the school year. If an emergency arises and the Board intends to fill an unanticipated vacancy, then the Superintendent will consult with the SVEA president about how many days fewer than five (5) that the Superintendent will post.

D. Any bargaining unit member who is involuntarily transferred or reassigned shall receive up to three (3) days, paid at their per diem rate, to move materials, organize their rooms and request supplies and materials they will need to fulfill the duties of their new assignment. A request for pay must be made within one week of receipt of notification of transfer letter.

Article 17: SEQUENCE OF LIMITED CONTRACT

A. Limited regular contracts shall be issued in the following order:

1. Upon initial employment the first limited contract shall be for one (1) year.

2. Upon renewal for the first time of a teacher's regular limited contract, a limited contract of one (1) year or two (2) years may be offered. A teacher offered a one (1)year contract will be given written reasons directed toward his/her professional improvement. Such written reasons shall not be grievable under the grievance procedure in Article 20.

3. If, under paragraph A-2 above, a teacher is granted a one (1) year limited

contract, then at the next renewal, the teacher shall be offered a two (2) year limited contract.

4. Upon renewal of the two (2) year contract, a limited contract of three (3) years shall be offered. Subsequent limited contracts shall be three (3) years in duration.

B. Continuing contracts will be granted to those bargaining unit members who meet all legal requirements and who are recommended by the Superintendent and approved by the Board of Education. *(http://codes.ohio.gov/orc/3319.08)*

C. Supplemental contracts are a form of limited contract.

1. Any agreement to perform supplemental duties for which compensation is to be paid will be covered by a supplemental contract.

2. All supplemental contracts will be reduced to writing by the Superintendent and approved by the Board of Education.

3. Supplemental contracts automatically non-renew at the conclusion of each school year.

4. Supplemental contracts or positions will be posted, and filled in accordance with ORC 3313.53 Applicants for athletic-related supplementals must submit resumes to be considered as part of the qualifications. If there are qualified applicants internally, external applicants will not be considered. Bargaining unit members who are continuing in a supplemental position that is not being posted as a vacancy do not have to submit a resume.

ARTICLE 18: REDUCTION IN FORCE

A. The Board may make reasonable reductions in force for any of the following reasons, and any reason listed in ORC 3319.17:

1. A decreased enrollment of pupils;

2. The return to duty of regular teachers after leave of absence, and/or the return of a teacher on a continuing contract from an administrative position to the bargaining unit;

3. A suspension, of schools or territorial changes affecting the district;

4. Financial reasons.

B. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall within each teaching field affected, give preference to teachers of continuing contract status. The Board shall not give preference to any teacher based on

seniority, except when making a decision between teachers who have comparable evaluations;

For the purpose of this contract, teachers with the same average evaluation rating (A=4, S=3, D=2, I=1), averaging the three most recent final evaluations, shall be considered as "comparable." For teachers with fewer than three final evaluations, the District will consider the two-year average or the single most recent evaluation, as applicable.

C. No new teachers shall be hired by the Board while there are teachers on the reduction in force list who are certified to teach in any teaching position which is open and who have taught in that or similar position in the last five (5) years and said teacher has not received an ineffective rating.

D. For the purpose of paragraph B. of this Article, seniority shall be defined as length of continuous service as a certificated employee under a regular full-time teaching contracts in the Symmes Valley Local School District. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence and/or by time spent in a non-bargaining unit position, but such time will not be counted in computing seniority.

E. A member affected by lay-off may elect to displace a less senior member with comparable or lower evaluations in another area of certification/licensure, provided he/she is certified/licensed to perform the work. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within ten (10) days after a member is notified that he/she is to be laid off. Within ten (10) days after receiving such notification, the Superintendent will notify the member that he/she is to be displaced.

F. Notice of recall will be given by registered mail to the last address given to the Board by a member. A copy of the notice of recall will be given to the Association. If a member fails to respond in writing within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

G. A member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

1. Waives his/her recall rights in writing;

2. Resigns;

3. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position;

4. Fails to report to work in a position that he/she has accepted with ten (10) days after receipt of the notice of recall unless such employee is sick or

injured and so verifies in writing.

ARTICLE 19: NO STRIKE AND NO LOCKOUT

A. It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

B. The Board agrees not to lockout the members of the bargaining unit during the term of this Agreement.

ARTICLE 20: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall be defined as a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. A grievance regarding teacher evaluation shall be based on whether management properly applied the evaluation procedure, not the content of the evaluation.

2. "Days" as used in this procedure shall be workdays exclusive of negotiated or federally recognized holidays. During the summer months, days shall mean calendar days excluding Saturdays, Sundays and legal holidays.

3. The aggrieved or grievant shall mean a professional staff member, a group of professional staff members or the Association acting on behalf of itself or professional staff, or any member of a group of professional staff members.

4. The "party of interest" is the party or parties with whom the aggrieved has a grievance.

5. Representation of the aggrieved may be by any approved agent(s) of the Association.

B. Statement of Basic Principles of Operation

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The Association will designate one or more representatives for processing grievances in each building. The name of the Association representative (s) will be given to the principal of the building(s) concerned and to the Superintendent within one (1) week after such designation.

3. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the appropriate forms setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.

4. The aggrieved shall be present at any grievance hearing. Meeting and hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be presentto attend.

5. The number of days indicated at each Step shall be considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

6. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

7. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record. The Administration may settle any grievance prior to the next step without establishing precedents.

8. Any grievance not appealed in timely fashion stands resolved on the basis of the Administration's response at that Step. Any grievance not answered by the Administration in a timely fashion is automatically appealed to the next Step of the procedure.

9. During the term of this Agreement, no grievant may be represented by any teacher organization other than the Symmes Valley Education Association in the grievance procedure initiated pursuant to this procedure.

I0. The Association has the right to be present for the adjustment of any and all grievances.

11. Grievance forms shall be posted on the District's website under Staff Forms and it shall be the exclusive right of the Association to issue forms to grievants. The Association shall provide the District with the forms

they wish to have posted.

C. Procedure

1. Level One

A grievance lodged with the Principal or the appropriate Administrator must be within fifteen (15) working days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. Continuing grievances shall be recognized. The grievance conference shall occur within five (5) days after the grievance if filed. The Principal or appropriate Administrator shall answer the grievance in writing within five (5) working days from the close of the conference.

2. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the Association may appeal, within five (5) working days of the Principal's or the appropriate Administrator's written decision of Level One, by filing a copy of the grievance with the Superintendent. Within five (5) working days after such written grievance is filed, the grievant, the Association Representative, Principal and the Superintendent and /or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within five (5) working days of the Level Two conference and send a copy to the grievant, the Association, and the Board.

3. Level Three

If the aggrieved is not satisfied with the disposition at Level Two, he/she may initiate Level Three of this procedure. The Association and the aggrieved may refer the grievance to an arbitrator by giving written notice to the Superintendent and/or the Board of its desire to do so within ten (10) working days of the Superintendent's Level Two answer.

The Superintendent and the Association shall jointly request a list of Arbitrators from the Federal Mediation and Conciliation Services (FMCS) or American Arbitration Association (AAA) within thirty (30) days of the receipt of the Association's request for arbitration. Either party may request a second list, if the first list is unsatisfactory.

Any cost or fees charged by FMCS or AAA for this second list shall be paid by the requesting party. If both parties desire a second list, any cost for the list shall be shared equally by both parties. The selection of the arbitrator and the conduct of the hearing shall be in accordance with the voluntary rules and regulations of the FMCS or AAA.

4. The Arbitrator shall have no power or authority to make any decision;

a. Limiting or interfering in any way with any action taken by the

Superintendent in connection with his/her responsibilities set forth in Article 16 of this Agreement.

b. Adding to, subtracting from, modifying, changing or amending the terms and provisions of this Agreement, or any written agreements between the parties.

c. Concerning the establishment of wage rates not negotiated as part of this Agreement.

5. The costs of the Arbitrator, including the travel expenses, hearing room, etc., and if requested by the Arbitrator, a copy of the record of the proceedings shall be shared equally by the parties.

a. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.

b. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the Arbitrator.

c. Every attempt will be made to have arbitration/grievance hearings on days and at a time that will not interfere with student instructional time. If this cannot be arranged, the grievant and one union representative will be released from their duties without loss of pay.

6. If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Board's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from whatever source.

7. Non-renewal of limited contracts for teachers may be taken through the grievance procedure, short of binding arbitration. Binding arbitration is specifically excluded from application of disputes over the renewal of teachers whose contracts are in a non-continuing status. The only exception would be a dispute over a non-renewal that alleged the violation of a specific term of this Agreement.

D. General

At all Levels in the grievance procedure, the parties shall disclose a full and detailed statement of all facts relied upon, the remedy sought, and the provisions of this Agreement relied upon. Any matter not presented in prior Steps of the grievance procedure will not be presented in arbitration, unless by discovery.

ARTICLE 21: SALARIES

A. The Symmes Valley Local School Board of Education will provide the members of the certified staff who are eligible for membership in the bargaining unit compensation as set forth in the tables included with this Agreement as Appendices A and B.

1. The term "BA +5" as it appears on the salary scale in Appendix A, and B shall be defined as completion of one hundred fifty (150) semester hours of education or two hundred twenty-five (225) quarter credit hours of education (which includes those hours required for a BA degree; however, this means thirty (30) graduate semester hours completed after the receipt of the BA degree or forty-five (45) graduate quarter credit hours completed after the receipt of the BA degree).

2. The term "MA+ 15"as it appears on the salary scale in Appendix A~~,~~ and B shall be defined as completion of fifteen (15) graduate semester credit hours of education after receiving a MA degree, and/or the attainment of two (2) masters degrees.

3. Bargaining unit members are required to present proof by September 15th to the Superintendent and/or Treasurer of completion of the requirements in A-1 or A-2 to be able to advance on the salary schedule for that school year.

4. Upon receipt of National Board Certification, a bargaining unit member will be given a one-time bonus of $1,000.00.

B. For extended time, salary shall be based on 20 days, 40 days or 60 days at the respective person's per diem rate. The number of days of extended time shall be determined by the Superintendent.

C. Supplemental contract salary schedule shall be a percentage of the base pay for teacher (B.S. Degree, Experience 0). Method of payment may be one pay period during the assigned duty, if requested by the employee and approved by the supervisor and Superintendent. Final payment will be upon completion of all assigned duties.

D. Symmes Valley Board of Education and the Symmes Valley Education Association (SVEA) agree to the 2025-2026 through 2026-2027 salary schedules (See Appendices A, B)for the term of this Agreement.

E. Hold Harmless Provision Regarding Salary: If in any year of the contract, a member will not receive a step increase, that member will receive a wage supplement equal to 1% of their then-current base step (excluding supplemental and extended service contracts). After that, they will advance steps as normal.

F. Salary schedules will reflect a two-year contract with 3.5% on the base in each

of the two years.

ARTICLE 22: SEVERANCE

A. Upon retirement (as defined by Ohio Revised Code Section 124.39) from the Symmes Valley Local School District, an employee shall be compensated for unused sick leave to the extent of one-fourth (1/4) day of severance for each day of sick leave accumulated by the employee up to three hundred and sixty (360) days and unused by the employee to a maximum of ninety (90) days. The rate of compensation shall be determined by dividing the employee's base salary less any supplemental contracts for salary by one hundred eighty-two (182) days.

B. If an employee retired in the year in which the employee becomes eligible for full retirement benefits under the State Teachers Retirement System, or retires in accordance with Section G below, said employee shall be compensated for unused sick leave at thirty-five (35%) percent for each day of sick leave accumulated by the employees up to three hundred and sixty (360) days and unused by the employee to a maximum of one hundred twenty six (126) days.

C. To be eligible for severance pay from the Symmes Valley Local School District, the employee must have completed ten (10) years teaching service in the Symmes Valley Local School District immediately prior to retirement.

D. Employees who have not completed the ten (10) years in the Symmes Valley Local School District as defined above are ineligible for benefits under this Article.

E. In case of the death of a bargaining unit member before retirement, the bargaining unit member who is eligible for severance under B above, shall have paid to their beneficiary or estate any accrued severance pay in accordance with A above.

F. When a teacher retires, they will accumulate their total fifteen (15) days of sick leave if they are on payroll the entire school year.

G. A Bargaining Unit member who notifies the Board Treasurer of his/her intent to retire by February 1, 2026, who works through the end of the 2025-2026 school year, and who retires effective on or before July 31, 2026, will receive a one-time, lump-sum payment of fifteen thousand dollars ($15,000), in addition to the severance pay described in section B above.

ARTICLE 23: STATE TEACHERS RETIREMENT PICK-UP

A. The Symmes Valley Local Board of Education agrees to a State Teachers Retirement System "pick-up" utilizing the salary reduction method. Contributions to the STRS paid upon behalf of the employees at no cost to the Board will be made under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the statutorily mandated percentage of the employees' gross annual

compensation. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit and shall become effective after Association ratification and Board approval of the final Agreement.

3. No employee covered by this provision shall have the option to elect a wage increase of other benefit in lieu of the employer pick-up.

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

B. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 24: MAINTENANCE OF STANDARDS

A. This Agreement will be the sole recourse available to employees represented by the Association accordingly under Section 4117. 10(A) of the Ohio Revised Code.

B. This Agreement supersedes all other agreements, clauses, practices and memorandums between the Symmes Valley Local Board of Education and the Association and unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

ARTICLE 25: NEGOTIATIONS PROCESS

A. Representation

Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with procedures set forth within this Agreement. The Board's negotiating team and the Association's negotiating team shall be limited to not more than five (5) members on each team. Neither party shall have control over the selection of the other party's team members.

B. Authority of Negotiations

While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make counterproposals, consider counterproposal, and reach compromises in the course of negotiations.

C. Good Faith Negotiating

All parties involved recognize their responsibilities toward the entire community for negotiating in good faith. "Good Faith" means coming to the negotiating table for purposes of negotiating and interacting on proposals. Good faith negotiating requires that parties involved recognized the right of each party to present its views and opm10ns without censure or penalty.

D. Exchange of information.

Prior to and during the period of bargaining, each party will provide the other, upon written request, relevant data and supporting information concerning their issues under consideration.

E. Consultants

The parties may call upon consultants, but the attendance of such consultants at the negotiations table shall not cause the maximum number of team members to exceed six (6). Cost of such consulting service shall be borne by the party requesting it.

F. Request for First Meeting

Between ninety (90) and sixty (60) days prior to the expiration of this agreement in any year in which negotiations are scheduled to occur, either party may notify the other of a desire to commence bargaining. Bargaining can begin earlier than ninety (90) days prior to expiration by mutual agreement of the parties.

G. Submission of issues

All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. Additional issues may be submitted at a later date by mutual agreement of both parties.

H. Meetings

The parties shall meet at places and times agreed on at the beginning of or prior to the first meeting. Length of meetings as well as times and places of subsequent meetings shall be determined during each meeting.

I. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

J. Session Time Limits

These time limits are guidelines only and may be modified by mutual agreement.

1. Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.

K. Progress Reports

During negotiations interim reports may be made to the Association by its representatives and to the Board by its representatives.

L. News Releases

During the negotiation process only mutual statements will be issued to the media, jointly signed by the negotiation spokespersons.

M. Item Agreements

As negotiated item ("Articles") are agreed upon, they shall be reduced to writing and initialed by the Chief Negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue ("Article"), subject to finalization by ratification by membership of the Association and adoption by the Board.

N. Distribution of Agreement

1. Within thirty (30) days after this Agreement is signed, one hundred (100) copies of this Agreement shall be ordered with the costs to be shared equally by the Board and Association. All members of the bargaining unit shall be given one (1) copy of said Agreement.

2. The Board and the Association shall have the opportunity to proofread and approve the Agreement before and after printing.

3. Newly hired employees during the period of this Agreement will be furnished a copy of this Agreement by the Board of Education after official Board hiring action.

ARTICLE 26: IMPASSE

The impasse procedure herein shall supersede and replace the impasse procedures set forth under ORC4117.14.

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

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

B. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than the 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.

C. 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 4117.14(G) procedures, with proper notification to the Board of Education.

ARTICLE 27: SEVERABILITY

A. In the event there is a conflict between a provision of this Agreement and Ohio Revised Code Section 4117.10(A) or federal law, or valid regulation adopted by a federal agency as determined by a court of competent jurisdiction, Ohio Revised Code Section 4117.10(A) or federal law of 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 the Ohio revised Code Section 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 Ohio Revised Code Section 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 count of competent jurisdiction, the parties will meet to negotiate any necessary change in this 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 pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s) of this Agreement,

then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

D. When a matter is excluded from mention or excluded by reference in this Agreement, there is no mandate for negotiation on the matter between the Association and the Board of Education.

ARTICLE 28: NON-RENEWALS AND TERMINATIONS

A. Termination of a teacher's contract shall be in accordance with Ohio Revised Code Section 3319.16.

1. Only the recommendations of the Symmes Valley Local School Superintendent are necessary under this paragraph.

2. The Superintendent's recommendation will be in writing.

B. Non-renewal of limited contracts shall be in accordance with Ohio Revised Code Section 3319.11, 3319 .1 11, 3319.112 and 3319.113. If it is ruled that the evaluation procedures have been improperly completed or the notice not timely given, as prescribed in the above sections, the teacher will be granted a one (1) year limited contract;

1. The Board may reject the Superintendent's recommendation to renew or nonrenewal a teacher's limited contract; however, if the Board votes to non-renew, all notices and procedures under this contract and law must be fulfilled.

2. In dealing with termination or non-renewal of a limited contract only the Local Superintendent's recommendation will be considered. The recommendation of the Superintendent to the Board must be written for and a copy will be provided to the Symmes Valley Education Association representative on request.

3. Teachers and other licensed positions shall be evaluated in accordance with Ohio Law, including the Ohio Teacher Evaluation System (OTES), and adopted Board Policy. If any provision of this Article is rendered contrary to Ohio Law, the provisions shall be deemed null and void to the limits prescribed by law, with all remaining provisions to remain in full force and effect.

   For those positions covered under this agreement but not part of the OTES, evaluations will be conducted based upon the OTES timeline and using procedures developed by the Superintendent with consultation by appropriate SVEA personnel.

ARTICLE 29: NON-DISCRMINA TION

A. The Board of Education agrees not to discriminate against any member of the bargaining unit as to age, race, sex, religion, national origin, veteran's status, handicap, color, creed, or membership or non-membership in the Association.

B. Any unit member who believes he/she is being harassed or discriminated against should follow the complaint procedure(s) set forth in Board policy. Questions about the complaint procedure(s) should be directed to the Board office.

ARTICLE 30: INSURANCE

A. The Symmes Valley Local Board of Education shall provide a health insurance and major medical plan to a full- time Bargaining Unit member with the Board paying eighty (80%) percent of the premium for either a single or family contract. Any revisions made will meet all requirements included in the Patient Protection and Affordable Care Act and Treasury Regulations.

B. Bargaining unit members currently paying 10% will be grandfathered in at that rate.

C. 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 will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provision/deductions or benefit restrictions dictated by company guidelines. Any questions or disputes concerning these policies or plans of the benefits there under shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Board. Any and all changes will be sent to all bargaining unit members as soon as they are received by the consortium. All members will be on the higher deductible plan (as presented) effective January 1, 2026. For both member 1 and member 2: The first $200 of deductible per person ($400 max per family) will be paid by the Board through the HRA, the next $550 of the deductible will be paid by the member, the next $1,750 of the deductible will be paid by the Board through the HRA, the next $1,000 of the deductible will be paid for by the member, and the final $500 of deductible will be paid by the Board through the HRA. (Appendix E.) The employees must present an explanation of benefits (EOB) to the Treasurer in order to receive this payment. The payment will be made once annually on the first week of March.

D. The Board shall have the right to implement any or all of the following cost containment measures: mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for designated surgical procedures. In addition, if the total premium costs on any annual renewal of the District's health insurance exceed 10%,

the parties will re-open negotiations only on the health insurance plan and cost containment measures (not on percentage share of monthly premiums).

E. If the Board elects to change to a comprehensive plan under Article 30-C, the enrollment procedures and qualifications for coverage shall be equal to or better than those provided in the current insurance.

F. Copies of insurance contracts pamphlets, information about insurance programs and procedures for changing insurance programs because of marriage, divorce, death of spouse, or change of employment status shall be available at the treasurer's office.

G. The Symmes Valley Board of Education shall provide bargaining unit members with a life insurance program of $45,000.00 coverage, the cost of which shall be paid by the Board.

H. The Board of Education will provide a single or family dental plan to all full-time bargaining unit members with the Board paying 75% of the premium, so long as the new coverage and benefits are substantially similar or better than the present coverage. The group must meet participation requirements with the proposed carriers. Such plan will address the following areas: diagnostic services, preventative services, restorative services, maximum payment per person, and orthodontics optional as a group benefit.

I. The Board of Education will provide a single, family, or employee plus dependent vision plan to all full-time bargaining unit members with the Board paying 75% of the premium.

ARTICLE 31: DISCIPLINE

A. No bargaining unit member shall be disciplined, reduced in rank of compensation, or demoted, without just cause. Discipline of an employee shall occur in an appropriate setting outside the present of parents, students or non-certificated employees.

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

1. Verbal reprimand
2. Written reprimand
3. Suspension with/without pay
4. Discharge

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

Any teacher convicted of a felony shall be discharged automatically without appeal to the Grievance Procedure in Article 20 of this Agreement.

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

1. A notice of a pre-disciplinary conference shall be given to the employee who is subject to any discipline or a pending suspension with or without pay or dismissal. The affected bargaining unit member may have an Association representative at such conference or any meeting at which formal discipline will be imposed.

2. The notice shall give the time, and place of the scheduled conference and shall provide at least 24 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 of the allegations should he/she desire to do so.

E. Any teacher who is a member of the bargaining unit that is arrested, summoned, or indicted by a law enforcement agency with a violation of those sections of the Ohio Revised Code listed in Section 3319.31(c) shall be placed on administrative suspension without pay during the pendency of the criminal proceeding. The suspension of the teacher shall be reported to the Ohio Department of Education as required by law. This provision shall not preclude the Board from initiating termination proceedings against the teacher during the pendency of the criminal proceeding. Teachers who lose their license from the Ohio Department of Education shall be immediately terminated. If, within ninety (90) days of arrest, the teacher is not charged or the charges are dismissed without indictment and there is no pending ODE investigation regarding the teacher's license and the Board has not initiated separate termination proceedings, then the member will be reinstated and pay will be retroactive to the beginning date of the unpaid leave.

F. Any disciplinary action shall be appealable through the grievance procedure.

G. Sections C, D, and F shall not apply to Title IX complaints, which shall be handled in accordance with federal law and regulations, and the Board's Title IX Policy.

ARTICLE 32: CALAMITY LEAVE

A. When possible, the Superintendent will utilize the call system and notify television stations no later than 6:00 a.m. of school closings. When calamity forces the closing of school for students, for five (5) days within the school year, teachers shall, with no loss in pay, not be required to report to work. After the first five days of closure, the District will utilize up to three (3) online days, on which teachers may perform duties from home, if feasible, or will report to work. When openings are delayed for the students, teachers shall report to work within thirty (30) minutes before school is to open.

B. "Calamity" is defined as a closing necessitated by outside influence such as, but not

limited to, weather.

C. Time lost due to calamity that is required to be made up by the state regulations shall be made up without additional pay.

D. If school is closed because of threats made against the school, those days will not count against Bargaining Unit Members' 182 days.

ARTICLE 33: DRUG-FREE WORKPLACE

A. INTRODUCTION

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

C. "Workplace" shall be defined to mean the site for the performance of work done. The workplace includes any 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.

D. 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 correction.

E. In the event that an employee violated the terms of this policy, action taken against said employee shall be determined by the individual circumstances of each case followed by disciplinary action up to and including termination.

F. When the administration has reasonable suspicion to believe that:

1. An employee is under the influence of alcohol or illegal drugs

2. The administration shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement.

G. Employees who suspect they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service. 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 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.

H. Employees entering into a rehabilitationprogram shall be permitted to use any sick leave to their credit.

1 Any employee who has exhausted his/her sick leave shall be granted unpaid leave to participate in a rehabilitation program.

ARTICLE 34: EMPLOYMENT OFRETIREES

1. A retiree is defined as a certificated staff member who has retired through State Teachers Retirement System and is receiving a monthly stipend from said retirement system.

2. A newly employed retiree shall be placed in the BA educational column at Step ● of the current contract.

3. Retirement from the Symmes Valley Local School District shall be considered a break in employment.

4. Re-employed retirees may be employed on a series of one (I) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by ●RC Section 3319.11. A retiree's contract shall expire at the end of its term without Board action to non- renew under ●RC Section 3319.11. If employed in consecutive years, they will remain in Step 0 of the BA educational column. If retirees choose the districts insurance, they will pay twenty-five (25) percent of the cost and the district will pay seventy-five (75) percent of the cost of the insurance plan, except that current retire/rehires will be grandfathered at their current premium share.

5. Returning employees will accrue 1 ¼ day per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.

6. Such retired member is not eligible to receive an additional severance payment upon leaving employment with the District, nor will he or she accrue seniority.

7. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 18 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended.

8. Subject to these provisions, the retiree shall be a member of the bargaining unit and entitled to all the right and benefits of the Symmes Valley Education Association/●EA/NEA.

9. This provision and such salary and individual contract prov1s10ns with a member expressly supersede ●RC Section 3317.13 and all other applicable laws.

ARTICLE 35: TUITION REIMBURSMENT

A. The teaching staff will be given the opportunity to enhance their teaching skills with development of a Tuition reimbursement Program established by the Symmes Valley Board of Education. Pre-approved college courses in the field of education and teaching subject area will be reimbursed at seventy-five (75%) of the cost of the tuition for Bargaining Unit members. The Board will place ten thousand dollars ($10,000) in a Tuition Reimbursement Fund for each of the 3 years of this negotiated agreement. Any funds unused by July 1st will remain in the fund indefinitely.

B. Bargaining Unit members may apply for Tuition Reimbursement on the approved district form. Applications will be received by the Association biannually on September 15th and February 15th, and dated when accepted on a first come, first approved basis. Each applicant can only be reimbursed for a maximum of two (2) classes per school year. Applications will then be recommended to the Superintendent for final approval. No reimbursement will be made if approval was not given before the class was taken in accordance with paragraph A above.

C. The reimbursement will be for a maximum of three (3) semester or five (5) quarter hours per semester or quarter. A Bargaining Unit member must apply for the reimbursement with a paid receipt and a grade of "B" or greater in the course. Applications completed prior to the completion of the course and the grade assignment, will not be considered. Any Bargaining Unit member who fails the course, withdraws, or does not complete the course within the timelines will lose their position for reimbursement. If a bargaining unit member does not remain an employee of the Symmes Valley Local School District for three years following the most recent tuition reimbursement payment, the employee must refund the District fifty percent (50%) of the amount of reimbursement payment received in the previous three years from Symmes Valley Local School District.

ARTICLE 36: RESIDENT EDUCATOR

A. Responsibilities

1. All mentors for RET shall meet their assigned Resident Educator Teacher at least once per week or as necessary.

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

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

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

B. Restrictions

1. The Formative Assistance Plan mutually developed by the mentor and the RET shall not be utilized for corrective measures.

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

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

C. Protections

1. 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.

2. 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 of a mentor by the administrator to this program unless a mentor voluntarily remains in the program.

D. Program Review

1. Mentors, building principals, resident educator teachers 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.

Resident Educator Mentors shall be excused from their teaching duties during the instructional day to observe their mentor no more than four (4) times per school year.

ARTICLE 37: TEACHER AND COUNSELOR EVALUATIONS

This article shall govern teacher and counselor evaluations for the duration of this contract. A committee of Bargaining Unit members and Administrators shall work to update evaluation procedures annually as required law.

Purpose of Teacher Evaluation

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

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 forstudent learning and growth.

Application

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

l. 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 spend at least fifty (50) percent of their time providing students instructions.

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 apermit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

5. Librarians and Nurses will not fall under the teacher evaluation guideline.

Evaluators

1. An evaluator must be a full-time, credentialed supervisor, contracted by Symmes Valley Local Schools. If there is more than one evaluator available to the building, and there is a need to have a limited number of teachers evaluated by another evaluator, the two evaluators and affected teachers shall mutually agree to the assignment of the evaluator prior to Labor Day. Annually, one evaluator will be established to evaluate each grade level. Once the evaluator has been agreed upon, no changes to the evaluator may be made during the year unless an emergency situation occurs which would prevent the original evaluator from completing the full evaluation.

2. Evaluation of an employee shall be conducted by the qualified building administrator. In the case of any personal relationships another credentialed evaluator may be assigned.

3. In assessing a teacher's performance, evaluators will not make judgements, 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.

Joint Committee for Teacher Evaluation

1. The Association and the School Administration agree to establish a standing joint Evaluation Committee for the purpose of establishing policies, procedures, and processes for the evaluation of teachers in the District. This committee will be comprised of the following: 1 regular teacher representative per pod at the elementary, 1 regular teacher representative from the high school, 1 intervention specialist from each building, I Electives/Specials teacher from each building, and the two building principals.

2. Compensation - Any committee work performed outside of the contractual workday will be paid at a per diem rate of $30.00 per hour.

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

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 arc appropriate during the term of this agreement.

Schedule for Evaluation

l. No teacher shall be evaluated more than once annually.

2. 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.

Observations

1. The School Administration shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. A formal observation shall last a minimum of thirty (30) continuous minutes. The first formal observation must be following Labor Day and prior to December 15. The second formal observation must be performed between the Martin Luther King Holiday 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 formal observation shall be conducted with at least fifteen (15) calendar days between formal observations.

2. 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 School Administration 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. Two of these observations may be conducted prior to Christmas break and there must be at least fifteen (15) calendar days between observations.

3. One formal observation, or two (2) informal observations, shall occur in a year in which a teacher is not on a full evaluation cycle.

4. The credentialed evaluator and the teacher will mutually agree upon the formal observation date and time. If the date or time of the observation is not convenient then the teacher and evaluator will mutually agree to another date and time.

Observation Conference

A. All formal observations may be preceded by a conference between the evaluator and the teacher within 3 working days of the observation, in order for the teacher to explain plans and objectives for the work situation to be observed.

B. A post-observation conference shall be held with-in five (5) school days after the formal holistic 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. Any deficiencies noted by the evaluator may be re-evaluated during a post- observation conference if the member provides documentation to refute the deficiency. A post-observation conference may be held within five (5) school days after other formal observations at the request of either party.

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

Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument.

2. Teacher performance shall be based on the evidence provided by the teacher or collected by the evaluator, and on the formal observations and walkthroughs, in addition to the Teacher Performance Evaluation Rubric.

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

4. No misleading inaccurate, untimely 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.

5. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher perfom1ance information shall be collected by electronic devises.

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

Walkthroughs

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

   A. Evidence of planning;
   B. Lesson delivery;
   C. Differentiation;
   D. Resources;
   E. Classroom environment;
   F. Student engagement; and,
   G. Assessment.

2. The walkthrough shall be between three (3) and ten (10) consecutive minutes.

3. The teacher shall be provided a copy of the completed walkthrough form within 3 days of the walkthrough. If desired, the teacher may request a formal debriefing to discuss the observations of the evaluator. Credentialed Evaluators will provide a copy of the walkthrough forms to be used to the staff prior to Labor Day.

4. No more than three (3) walkthroughs will be performed by the assigned evaluator in the evaluation cycle. If deficiencies are noted during the walkthrough, the evaluator may do up to five (5) total walkthroughs during the evaluation cycle.

5. Walkthroughs resulting in the identification of performance deficiencies shall be addressed within ten (10) days.

Remediation of Deficiencies Identified During Observations

1. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

2. The evaluator and teacher shall develop an improvement plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

3. The remediation plan, as outlined in this section, shall detail:

   A. Performance issues documented as deficient;

   B. Specific performance expectations;

   C. The assistance to be provided by the District to support professional development of the teacher.

   D. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

   E. The provision for a trained teacher mentor/coach as appropriate. The

mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.

4. If a remediation plan is developed for the first observation, those identified deficiencies shall be reevaluated as part of the performance assessment process during the second observation. If the teacher is in a deferral year of evaluations, and deficiencies are noted by the evaluator following the first observation, the teacher may have a second observation conducted by the evaluator.

5. If a remediation plan is developed after the second observation the plan may be continued into the next school year.

Finalization of Evaluation

1. Written Report

   A. Before the evaluation cycle is final 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. The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file.

2. Completion of Evaluation Cycle

   A. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the informal and formal observations that are conducted in the current school year may be used.

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

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

   D. 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, but acknowledges the receipt of such. ln appropriate cases, electronic signatures (e.g. a PIN) may be used.

   E. 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, or: Skilled on the most recent evaluation under this article will be evaluated once every two (2) years.

      i. During any deferral period, a teacher must be formally observed one

(1) time, or informally observed two (2) times.

1. If deficiencies are noted during an observation of a teacher in a deferral period, the teacher will have at least six (6) weeks to correct any deficiencies before a second observation may take place.

ii. During a year in which the teacher's contract expires, they will be placed on a full evaluation cycle as explained in section "Observations", item 2.

F. Teachers on an approved Leave of Absence for 50% or more of the school year or have provided a notice of retirement to the Board of Education by December 1, will not be evaluated.

3. Response to Evaluation

A. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation rep01t to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Professional Development

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

A. Teachers rated Accomplished shall develop a self-directed professional growth plan.

B. Teachers rated Skilled shall develop a professional growth plan collaboratively with their evaluator.

C. Teachers rated Developing shall develop a professional growth plan guided by their evaluator.

D. Teachers rated Ineffective will be placed on a professional improvement plan by their evaluator.

E. A teacher who is new to the profession or new to the district will develop a professional growth plan collaboratively with their evaluator.

F. Professional growth and improvement plans for a school year shall be developed not later than October l of the current school year.

G. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

H. The Board shall provide for professional development and for the allocation of financial resources to support and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

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 evaluation procedures established in this agreement, except as prevented by the teacher or calamity, shall automatically require re-employment of the teacher under a one-year limited or extended limited, contract, as applicable.

ARTICLE 38: TERMINATION

A. This Agreement constitutes the entire contract between the Board and the Association and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Board and the Association, for the duration of this Agreement, waive the right and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter, which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.

B. Re-employed retirees may be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11 ORC. If employed in consecutive years, they will remain in Step O of the BA educational column. If retirees chose the districts insurance, they will pay twenty (20) percent of the cost and the district will pay eighty (80) percent of the cost of the insurance plan, except those current retire/rehires will be grandfathered on their current premium share.

C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

APPENDIX A

SYMMES VALLEY TEACHERS SALARY SCHEDULE FOR 2025-2026				
STEPS	BA	BA+5	MA	MA+l5
0	42,341	44,564	48,904	51,232
1	43,380	45,643	49,983	52,314
2	44,420	46,723	51,063	53,396
3	45,459	47,803	52,143	54,478
4	46,499	48,882	53,222	55,560
5	47,538	49,962	54,302	56,641
6	48,578	51,042	55,382	57,723
7	49,617	52,122	56,461	58,805
8	50,657	53,201	57,541	59,887
9	51,696	54,281	58,621	60,969
10	52,735	55,361	59,701	62,050
11	53,775	56,440	60,780	63,132
12	54,814	57,520	61,860	64,214
13	55,854	58,600	62,940	65,296
14	56,893	59,679	64,019	66,378
15	57,933	60,759	65,099	67,460
16	58,972	61,839	66,179	68,541
17	60,012	62,918	67,258	69,623
18	61,051	63,998	68,338	70,705
19	62,091	65,078	69,418	71,787
20	63,130	66,158	70,497	72,868
21	64,170	67,237	71,577	73,950
22	65,209	68,317	72,657	75,032
23	66,249	69,397	73,737	76,114
24	67,288	70,476	74,816	77,196
25	68,327	71,556	75,896	78,278
26	69,367	72,636	76,976	79,359
27	70,406	73,715	78,055	80,441
28	71,446	74,795	79,135	81,523
29	72,485	75,875	80,215	82,605
30	73,525	76,954	81,294	83,687
31	74,564	78,034	82,374	84,768
32	75,604	79,114	83,454	85,850
33	76,643	80,194	84,533	86,932
34	77,674	81,273	85,613	88,014

APPENDIX B

SYMMES VALLEY TEACHERS SALARY SCHEDULE FOR 2026-2027				
STEPS	**BA**	**BA+5**	**MA**	**MA+15**
0	43,823	46,124	50,616	53,026
1	44,899	47,241	51,733	54,145
2	45,975	48,359	52,850	55,265
3	47,050	49,476	53,968	56,385
4	48,126	50,593	55,085	57,505
5	49,202	51,711	56,203	58,624
6	50,278	52,829	57,320	59,744
7	51,354	53,946	58,438	60,863
8	52,430	55,064	59,555	61,983
9	53,506	56,181	60,673	63,103
10	54,581	57,299	61,790	64,222
11	55,657	58,416	62,908	65,342
12	56,733	59,533	64,025	66,462
13	57,809	60,651	65,143	67,582
14	58,885	61,768	66,260	68,701
15	59,961	62,886	67,387	69,821
16	61,037	64,003	68,495	70,940
17	62,112	65,121	69,613	72,060
18	63,188	66,238	70,730	73,180
19	64,264	67,356	71,848	74,300
20	65,340	68,474	72,965	75,419
21	66,416	69,591	74,083	76,539
22	67,492	70,708	75,200	77,659
23	68,568	71,826	76,318	78,778
24	69,643	72,943	77,435	79,898
25	70,719	74,061	78,553	81,018
26	71,795	75,178	79,670	82,137
27	72,871	76,296	80,787	83,257
28	73,947	77,413	81,905	84,377
29	75,022	78,531	83,023	85,496
30	76,099	79,648	84,140	86,616
31	77,174	80,766	85,258	87,735
32	78,250	81,883	86,375	88,855
33	79,326	83,001	87,492	89,975
34	80,393	84,118	88,610	91,095

APPENDIX C

SYMMES VALLEY TEACHERS SALARY INDEX SCHEDULE FOR 2025-2027				
STEPS	BA	BA+S	MA	MA+l5
0	1.00000	1.05250	1.15500	1.21000
1	1.02455	1.07800	1.18050	1.23555
2	1.04910	1.10350	1.20600	1.26110
3	1.07365	1.12900	1.23150	1.28665
4	1.09820	1.15450	1.25700	1.31220
5	1.12275	1.18000	1.28250	1.33775
6	1.14730	1.20550	1.30800	1.36330
7	1.17185	1.23100	1.33350	1.38885
8	1.19640	1.25650	1.35900	1.41440
9	1.22095	1.28200	1.38450	1.43995
10	1.24550	1.30750	1.41000	1.46550
11	1.27005	1.33300	1.43550	1.49105
12	1.29460	1.35850	1.46100	1.51660
13	1.31915	1.38400	1.48650	1.54215
14	1.34370	1.40950	1.51200	1.56770
15	1.36825	1.43500	1.53750	1.59325
16	1.39280	1.46050	1.56300	1.61880
17	1.41735	1.48600	1.58850	1.64435
18	1.44190	1.51150	1.61400	1.66990
19	1.46645	1.53700	1.63950	1.69545
20	1.49100	1.56250	1.66500	1.72100
21	1.51555	1.58800	1.69050	1.74655
22	1.54010	1.61350	1.71600	1.77210
23	1.56465	1.63900	1.74150	1.79765
24	1.58920	1.66450	1.76700	1.82320
25	1.61375	1.69000	1.79250	1.84875
26	1.63830	1.71550	1.81800	1.87430
27	1.66285	1.74100	1.84350	1.89985
28	1.68740	1.76650	1.86900	1.92540
29	1.71195	1.79200	1.89450	1.9509S
30	1.73650	1.81750	1.92000	1.97650
31	1.76105	1.84300	1.94S50	2.00205
32	1.78560	1.86850	1.97100	2.02760
33	1.81015	1.89400	1.99650	2.0S315
34	1.83450	1.91950	2.02200	2.07870

APPENDIX D: SUPPLEMENTAL CONTRACTS

1. Category 1 17%

   A. Athletic Director (plus 10 days)
   B. Band (plus 5 days)
   C. HS Cheerleading
   D. Head Baseball
   E. Head Boys Basketball (plus 5 days)
   F. Head Girls Basketball (plus 5 days)
   G. Head Football (plus 5 days)
   H. Head Softball
   I. Head Volleyball
   J. Head Cross Country
   K. Senior Sponsor (Plus $225.00 per chaperone at time of trip)

2. Category II 13%

   A. Annual (Yearbook Advisor)
   B. Assistant Athletic Director
   C. Color Guard Advisor
   D. Assistant Baseball
   E. HS Assistant Boys Basketball
   F. HS Assistant Girls Basketball
   G. Drama Club
   H. HS Assistant Football
   I. Assistant Softball
   J. HS Assistant Volleyball
   K. Head Weightlifting
   L. Elementary Yearbook
   M. Junior High Cheerleading
   N. Prom Sponsor
   O. BETA
   P. Assistant Cross Country
   Q. Student Council Elem

3. Category III 10%

   A. Summer Fitness (one male and one female)
   B. Assistant Weightlifting
   C. Junior High Boys Basketball (2)
   D. Junior High Girls Basketball (2)
   E. Junior High Football (2)
   F. Junior High Volleyball (2)

G. Golf

4. Category IV 8%

A. PBIS HS
B. Quiz Bowl
C. Art Club (minimum of 10 students at beginning of school year)
D. eSports
E. HS Student Council

5. Category V

A. Mentors - $2,000 for each mentee per year at level 1 and 2.

6. Category VI

A. Tutors and Summer School $30.00 per hour.
B. Local Professional Development Committees, BLT, DLT, SLO Committees, $30.00 an hour for all hours approved by the Superintendent in excess of hours as specified by Article 5 (A) turned in and paid in one-quarter hour increments.

Science Fair, Power of the Pen, and SCORES will be paid at $30.00 per hour if events are held outside of contracted hours.

APPENDIX E

HRA Plan Design administered by a Third Party Administrator (TPA)
Member 1:
First $200.00 per person ($400 max per family) paid by HRA (the current HRA administered in-house)
The next $550 of Deductible will be paid by Member 1
Symmes Valley HRA pays the next $1750 of Deductible
Member 1 pays the next $1000 of Deductible
Symmes Valley HRA pays the final $500 of Deductible

Member 2:
First $200.00 per person ($400 max per family) paid by HRA (the current HRA administered in-house)
The next $550 of Deductible will be paid by Member 2
Symmes Valley HRA pays the next $1750 of Deductible
Member 2 pays the next $1000 of Deductible
Symmes Valley HRA pays the final $500 of Deductible

SIGNED THIS 10th DAY OF DECEMBER, 2025.

FOR THE SYMMES VALLEY

Association President
Symmes Valley Local School District

Ohio Education Association Field Rep

FOR THE SYMMES VALLEY
BOARD OF EDUCATION

Greg Bowman, Superintendent
Symmes Valley Local School District

Teresa Wentz, Treasurer/CFO
Symmes Valley Local School District