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MASTER CONTRACT

Between

The Ayersville Local Board of Education

And

The Ayersville Education Association

August 1, 2026 – July 31, 2029

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ARTICLE I
RECOGNITION

A. RECOGNITION

The Ayersville Local Board of Education, hereinafter "employer" of "Board' recognizes the Ayersville Education Association hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all certified classroom teachers both full and part-time excluding substitute teachers under written contract. The Association recognizes that the Superintendent, Principals, and other administrative personnel as defined in Chapter 4117 Ohio Revised Code as well as all non-certificated personnel are specifically excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

B. ELECTIONS

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

C. SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

D. RECOGNITION OF SUPERINTENDENT

The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

E. RECOGNITION OF BOARD

The Association agrees that the functions, rights, powers, responsibilities, and authority of the Board as outlined by 4117.08 of O.R.C., not limited or modified by any provisions or terms of this Contract shall remain exclusively those of the Board.

ARTICLE II
PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

B. NEGOTIATIONS PROCEDURES

1. Requests for Negotiations

If either of the parties desires to negotiate changes in subject of negotiations as defined in the Scope of Bargaining, it shall notify the other party in writing not earlier than 110 days nor later than 90 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and notification from the Board shall be addressed to the President of the Association. A copy of said notification along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiation packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association and the parties agree to negotiate in good faith. Representation shall be limited to four (4) representatives each of the Board and the Association and may include one (1) additional consultant for each party.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. Information

The Board shall furnish the Association upon request and in reasonable time, all available public information pertinent to the issues under negotiation. The Association shall reciprocate on like requests from the Board.

4. Recesses

The chairman of either negotiation team may recess his group for independent caucus at any time. Caucuses shall be of reasonable length, not to exceed fifteen (15) minutes, unless an extension is mutually agreed upon.

5. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party and removed from further bargaining and/or mediation unless mutually agreed.

6. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

7. Observers

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges and shall retain the confidentiality of the negotiations process.

8. Agreement

When agreement is reached on those matters being negotiated, the outcome shall be reduced to writing and submitted to the membership of the Association and Board for ratification. Following ratification, the parties shall then sign the agreement. The resulting agreement shall be binding on both parties.

9. Disagreement

The following alternate dispute settlement procedure shall replace ORC 4117.14 (C)(2) through 4117.14 (D)(1) as provided for under ORC 4117 (C)(1)(f) in the negotiations for a successor contract.

a. If agreement is not reached by July 1, either the Board or the Association may declare a state of impasse to exist.

b. If impasse is declared, the Association and Board shall jointly call upon the services of the Federal Mediation and Conciliation Service or mutually agreed upon mediator to help resolve the impasse. The costs will be shared equally between the Association and Board.

c. The Mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract. With mutual agreement the services of the mediator may be used following the expiration date of the contract.

d. ORC 4117.14 (D)(2) and provisions thereafter shall then apply.

10. General

a. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

b. Final Form

As soon as practicable the Agreement shall be printed with a Table of Contents including all appendices, in booklet form, by the Board and distributed to all bargaining unit members. The Association and the Board each shall be provided ten (10) additional copies for their use. The cost of printing shall be borne equally by the Board and the Association.

ARTICLE III
COMPENSATION AND REIMBURSEMENTS

A. SALARY SCHEDULE

1. Regular Salary Schedule

The salary and index of each full-time bargaining unit member covered by this Agreement is calculated according to Appendix A from August 1, 2026 to July 31, 2029.

1st year (2026-2027) 3.5% increase on the base
2nd year (2027-2028) 3.5% increase on the base
3rd year (2028-2029) 3.5% increase on the base

Each part-time bargaining unit member shall receive a prorated salary calculated according to the schedule in effect and the number of hours worked.

2. Supplemental Salary Schedule

Bargaining unit members contracted for extracurricular positions will be paid according to Appendix B.

The Board agrees to add an additional (10) extended service days per diem annually to the elementary counselor position and twenty (20) extended service days per diem annually to the athletic director and high school counselor with approval of Superintendent on an as needed basis (one day equals 6.5 hours). Timesheets for extended days must be turned in during the pay period in which work is completed in order to receive payment. Extended days completed before the school year must be completed from July 1 until the first teacher

work day. Extended days completed at the end of the school year must be completed after the last teacher work day until June 30. Extended time must be used on non-contract days.

The Board agrees to pay a gifted coordinator a supplemental of $5,000 and six (6) extended service days annually at per diem rate of pay provided the District receives State gifted funding.

3. College Credit Plus

Teachers teaching College Credit Plus (CPP) courses at Ayersville Local Schools shall receive a stipend calculated as follows: The number of students enrolled in the CCP course who earn a final grade of "C" or higher shall be multiplied by twenty percent (20%) of the difference between the applicable CCP default ceiling rate and default floor rate, as established by the Ohio Department of Higher Education for that academic year, and further multiplied by the number of college credit hours awarded for the course. Payment of the stipend shall be made following verification of final course grades from the partnering institution at the end of each academic semester.

B. SALARY SCHEDULE PLACEMENT

1. Degree and Hours

a. Bargaining unit members shall be placed annually on the salary schedule according to the highest degree which they have attained. The master's column and beyond must be graduate hours. The Superintendent must pre-approve all additional coursework for placement on the salary schedule.

b. In order to receive a salary placement change during the contract year, the Bargaining unit member must present the original transcript noting successful completion of the course to the central office by September 1. For coursework completed prior to the beginning of the school year, the revised placement on the salary schedule will be retroactive to the first pay of the contract year.

Any other coursework completed or submitted after September 1 may be submitted for a salary placement change by February 1. This salary placement change will be effective and realized with the payroll that follows the pay that includes the first day of February.

2. Experience

a. All years of teaching service in the Ayersville Local School District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

b. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio

Revised Code or in another public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

c. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision of other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, regardless of training level, with each year consisting of at least one hundred twenty (120) days;

d. All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year.

e. For the 2026-2027 school year, restoration of one (1) step for those who were frozen during the 2020-2021 school year will occur on August 1, 2026.

f. Re-employment (Retired Teachers)

1) If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article shall apply to the employment of these individuals.

2) Years of experience for service credit shall be determined by the Board for placement on the salary schedule. Teacher shall then remain at that step on the salary schedule.

3) Teachers employed pursuant to this provision shall receive one- year limited contracts and shall not be eligible to receive continuing contracts regardless of years of service or license held.

4) Each one-year contract shall automatically expire upon the completion of the year without Board action.

5) It is not necessary for the Board to take formal action not to reemploy the employee pursuant to ORC 3319.11.

6) Returning retirees are not entitled and/or not eligible to receive any severance benefits or retirement incentive programs provided by any collective bargaining agreement in effect between the Board and the Association if the retiree has already benefited from those provisions previously in any collective bargaining agreement.

7) In the event of a reduction in force, the re-employed teacher will not have any bumping rights.

8) Subject to these provisions, re-employed teachers are part of the bargaining unit.

9) No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this Negotiated Agreement.

10) Pursuant to the authority provided by ORC 4417.10, and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede and replace the statutory law of Ohio pertaining to that issue.

C. PAY PERIODS

All bargaining unit members will be paid in twenty-six (26) equal installments to be paid every other Friday commencing with the first Friday of the school year after which the individual has earned 1/26 of his/her salary. Supplementals will be paid in the same manner if they are approved by the Board by June 30th. Bargaining unit members must notify the Treasurer by August 1st to participate in this benefit. All others will be paid in one lump sum at the end of the season. Members understand if they resign a supplemental prior to fulfilling their contractual obligation, they may receive an amended W-2.

D. MILEAGE REIMBURSEMENT

Bargaining unit members required in the course of their work to drive personal automobiles shall receive a car allowance paid in accordance with the IRS rate.

E. TUITION REIMBURSEMENT

1. Only bargaining unit members who are under contract with the Ayersville Local School at the time of the scheduled tuition reimbursement, i.e. September, will receive TR. Upon voluntarily leaving the district the certified employee foregoes any TR of the previous school year.

2. The Professional Study/Graduate Course Approval Application must be approved by the Superintendent prior to taking course work.

3. The Board of Education will reimburse any bargaining unit member $230.00 per semester hour to a maximum of $2,300 per year for graduate hours taken that relate to the field of education and/or in the area of technology, during the period September 1 through August 31 of the contract year. The maximum amount distributed is not to exceed $23,000 of the contract year. The minimum starting tuition fund shall be $23,000 each year.

4. By September 30th, teachers will turn in official transcripts of their hours completed along with proof of payment and an itemized bill from the college or university to the Treasurer's Office. Reimbursement will not exceed cost of tuition paid by the teacher.

5. Reimbursement each year will be paid in October for all hours taken during the previous twelve (12) months.

6. If total reimbursement exceeds the amount in the tuition reimbursement fund, payment per hour will be adjusted by dividing the total hours submitted into the total amount in the reimbursement fund.

7. No employee shall utilize the tuition fund in acquiring the Alternate License unless both the teacher and the Superintendent agree to an assignment change for the teacher that would require an alternate license. Likewise, no employee shall utilize the tuition fund in acquiring his or her provisional license while in the Alternate Educators License program.

8. Except in cases of retirement or disability, when bargaining unit members leave the district, the employee will be required to repay the district for any tuition reimbursements paid to the employee within the preceding four (4) years at the following schedule.

    100% for any tuition reimbursement less than 1 year old
    75% for any tuition reimbursement less than 2 years old
    50% for any tuition reimbursement less than 3 years old
    25% for any tuition reimbursement less than 4 years old

F. PAYROLL DEDUCTIONS

The Treasurer is authorized to make the following payroll deductions at the bargaining unit member's request:

1. Insurance
2. Annuities
3. Dues in the United Teaching Profession (UTP) shall be deducted in equal amounts from the total number of pays, September – May of each year. There will be an option of dues autopay between the member, the UTP, and the OEA/NEA.
4. Charitable Donations

The district may limit the right of an individual unit member to designate the agent, broker, or company to write any deductions by requiring designation by at least five (5) full-time unit members.

If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in

writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure so long as there is no willful negligence on the part of the Board and its designee.

All teachers shall be enrolled in a direct deposit program.

G. SEVERANCE PAY

Bargaining unit members will be paid severance pay by the Board of Education at the rate of twenty-five (25) percent of his/her accumulated but unused sick leave or fifty (50) days – whichever is less.

Bargaining unit members with 200 or more unused sick leave days will receive 55 severance days. Members with less than 200 days will receive 25 percent of his/her accumulated but unused sick leave.

Three (3) days of severance will be added provided the bargaining unit member notifies the Superintendent in writing by November 1 of his/her intent to retire at the conclusion of the school year. The bargaining unit member who retires must complete the school year to qualify for those three (3) additional days of severance pay.

1. Each retiring bargaining unit member's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:

    a. The bargaining unit member must have had not less than ten (10) years of service with this school district, the state or its political subdivisions;
    b. The bargaining unit member actually terminates his employment with the District and retires;

    c. The words "retires" or "retirement," as used herein, mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state;

    d. If the bargaining unit member is otherwise eligible for retirement, except for the attainment of retirement age, he shall be entitled to payment of accrued but unused sick leave if he attains retirement age during the six (6) month period following the date on which his employment is terminated;

    e. The bargaining unit member must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may reasonably be required.

2. Payment as provided herein shall be made in three (3) equal payments. The first payment shall be made within three (3) weeks after the employee receives their first retirement check from the retirement system. The second payment will be made two (2) months after the first. The third payment will be made two (2) months after the second.

   If an employee retires at or after the age of 55, severance payments will be paid directly into a 403(b) account belonging to the eligible employee. Such payment shall be an employer non-elective contribution. No severance shall be paid unless an employee has a 403(b) account into which the payment may be made.

   If an employee retires before the age of 55, severance pay will be paid directly to the employee (not into a 403(b) account).

   Employees do not have discretion to choose between a cash payment and an employer non-elective contribution into their 403(b) account. If paid into a 403(b) account, severance and other post-retirement payments set forth in this Agreement shall be paid in the shortest period of time possible while staying within the 403(b) contribution limits set forth in the law.

3. The amount of benefit due the retiring bargaining unit member shall be determined by:

   a. Multiplying the bargaining unit member's accrued but unused sick leave up to a maximum of two hundred (200) days by twenty-five (25) percent. Three (3) days will be added if the third paragraph of this section is satisfied.

      Five (5) severance days will be added to this calculation if the unit member has accumulated 200 or more days of sick leave.

   b. Dividing the annual salary of the bargaining unit member by the number of required work days to obtain the per diem rate;

   c. Multiplying the product of "a" above by the bargaining unit member's per diem rate;

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the bargaining unit member.

H. EARLY RETIREMENT BONUS

Upon a teacher's retirement after the first year of eligibility under STRS guidelines, the Board will pay to a retiring member of the bargaining unit twenty-five percent (25%) of his/her highest salary of the last three (3) years.

Said payment will be made conditioned upon the following factors:

1. A teacher must resign effective at the end of the school year in which they qualify for reduced retirement but not unreduced retirement, as outlined in the Defined Benefit Plan regardless of what retirement plan the teacher has chosen.

2. The retiring teacher must have at least twenty (20) years of service in the Ayersville Local School District.

3. The retiring teacher must submit his/her resignation for purposes of retirement effective at the end of the school year. Such resignation must be submitted to the superintendent no later than March 1.

Retirement bonus pay will be made to the bargaining unit member on the same payment schedule as outlined in Section G(2) above.

I. S.T.R.S. – PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board agrees with the Association to STRS "pick-up" utilizing the salary reduction method. Contributions to the State Teachers Retirement System will be paid on behalf of the unit member, at no cost to the Board, under the following terms and condition:

1. The amount to be picked-up and paid on behalf of each employee shall be each member's mandatory contribution on the employee's gross annual compensation. The employee's annual compensation shall be reduced by the 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.

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

4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman'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).

   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.

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

J. PERSONAL LEAVE BONUS

At the end of each year, employees have two (2) options concerning unused personal leave.

a. At the end of each year, one (1) personal leave day may roll over to the next school year for a maximum of four (4) personal days.

b. The employee may request compensation for personal leave days at $200 per unused personal days (maximum of 3 days). Less than full-time employees will receive $100.

K. SICK DAY ATTENDANCE BONUS

Teachers who maintain strong attendance throughout the school year shall be eligible for an annual Sick Day Attendance Bonus, to be paid according to the following schedule:

0 sick days used:	$500
1 sick days used:	$400
2 sick days used:	$300
3 sick days used:	$200
4 sick days used:	$100

Teachers who complete the full year shall receive the attendance bonus payment in June following completion of the school year. Teachers retiring in May will receive their payment in May.

L. WORKSHOP (Non-Workday):

Teachers may attend one (1) live instruction workshop day approved by the Superintendent or designee. (Six hours is equivalent to one day.) No more than two (2) workshops may be combined to reach the required hours. Workshops need to be at least two (2) hours for a partial payment. The Board will pay per diem rate of pay, all mileage and registration fees. Mileage is paid only if a school vehicle is unavailable to be used. This day is optional. Once the application has been submitted, the principal and superintendent will return the application notifying the teacher of approval or rejection collectively within ten (10) working days (total). This deadline will be extended by any absences of the superintendent and administration. Teachers that wish to apply need to turn in the application by the last day of the school calendar. Any work completed after the last teacher work day of the current school year shall be applied towards the next school year.

Pay will be approved by the superintendent upon receipt of an evaluation at the conclusion of the 184th day. Once the evaluation has been submitted, the principal and superintendent will approve or reject collectively within ten (10) working days (total). Payment will be completed within two (2) pay cycles of final approval.

Both the application form and the evaluation form can be picked up from your building principal.

M. SUBSTITUTE DURING CONFERENCE and/or LUNCH

Teachers may volunteer to substitute during their conference and/or lunch time. The minimum payment will be $40 for the conference/lunch time. Partial conference and/or lunch periods will round up to the $40 payment.

Administrator's request for conference and/or lunch time substitutions shall be made as far ahead as possible. The district will provide this request in a digital format so that all teachers are able to view/volunteer for the request. Teachers who volunteer to substitute during their conference and/or lunch time may do so for a maximum of five (5) periods per week.

Teachers will complete the agreed upon form provided by the district for payment.

ARTICLE IV
LEAVES OF ABSENCE

A. SICK LEAVE

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1 1/4) work days with pay for each completed month of service for a total possible of fifteen (15) days per year, cumulative to two hundred twenty (220) days. After twenty-five years of experience, members will be allowed to accumulate up to a maximum of two hundred thirty (230) days.

2. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.

3. Bargaining unit members who are absent because of illness are still in the service of the District and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

    a. Personal illness;
    b. Pregnancy, childbirth, and related medical conditions. (As per Title VII, this also applies to the father of the child being born.)
    c. Injury (personal);
    d. Exposure to contagious disease, which could be communicated to others.
    e. Absence due to illness, injury in the employee's immediate family (ORC 3319.141), which includes spouse, children, parents, siblings, grandparents, in-laws, grandchildren, or a member of the same household.

4. Absence due to illness and injury of the employee's relatives outside of the immediate family will be limited to three (3) school days per year with additional days granted at the discretion of the superintendent in the case of multiple occurrences during a given school year.

5. Absence due to death of the employee's immediate family, which includes spouse, children, parents, siblings, grandparents, in-laws, grandchildren, or a member of the same household will be limited to ten (10) days per occurrence with additional days granted upon the approval of the Superintendent.

6. For death of relatives outside of the immediate family, absence may be approved not to exceed three (3) school days per occurrence.

7. For death of a close friend, up to two (2) days per year may be granted with prior approval of the Superintendent.

8. Upon request for sick leave, the bargaining unit member shall furnish a satisfactory signed statement indicating that he/she was absent for one of the qualified reasons above. The specifics of such reason do not have to be given.

9. Notification of accumulated days of sick leave will be stated on each pay notification.

10. Additional information may be required upon request by the administration. (i.e. note from health care provider)

B. PROFESSIONAL LEAVE-

Professional days may be used by bargaining unit members to attend professional meetings relating to their specific teaching area to observe an outstanding classroom program. These days may be granted by the Superintendent. Registration fees and housing for the professional meetings, mileage, per diem and substitute pay will be paid by the Board of Education. A report of the meeting attended will be made to the staff, the administration or the Board of Education if desired. Professional leave will be limited to three bargaining unit members in any one building per day. The Superintendent may approve additional members.

C. PERSONAL LEAVE

1. At the beginning of each school year each teacher shall be credited with three (3) personal days. The purpose of these days is for teachers to be able to transact necessary and personal business or attend to affairs of a personal nature, which cannot be conducted outside the regular school day.

2. A teacher planning to take a personal leave day or days shall notify his/her principal on the appropriate digital service. Notification to use a personal leave day shall be made at least forty-eight (48) hours in advance except in case of an emergency to the building principal. If digital service is unavailable,

teachers must call the building principal.

3. Personal leave cannot be used during the following times unless the specific reason is identified by the teacher and approved by the Superintendent.

   a. First two weeks of school.
   b. Last two weeks of school.
   c. The day before or the day after any and all vacation periods.
   d. On three consecutive workdays.

4. Personal leave will be limited to five (5) teachers on any one day, unless a specific reason is identified by the teacher and approved by the Superintendent.

D. ASSAULT LEAVE

1. Any teacher who is absent from employment due to disability resulting from an attack upon said teacher which occurs in the course of said teacher's employment with the Board of Education shall be granted up to twenty (20) working days assault leave which shall not accumulate from year to year. During the assault leave, the teacher shall be maintained on a full pay status.

2. Assault leave will not be granted under this policy unless the teacher in question: a.) signs a written statement justifying the granting and use of assault leave, on forms to be provided by the Board and provides a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absence from regular employment and if needed agrees to testify and cooperate in the prosecution of any juvenile or criminal proceedings that may be brought against the one responsible for the assault.

3. Falsification of either the aforesaid-signed statement or the physician's statement shall be grounds for suspension or termination of employment under Ohio Revised Code, Section 3319.16.

4. Assault leave provided hereunder shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under rules adopted by a Board of Education pursuant to Section 3319.08 of the Ohio Revised Code.

5. Any eligible benefits under the worker's compensation program of the State of Ohio would be utilized before provisions of the above become effective. The Board will pay the difference between worker's compensation and the Affected bargaining unit member's per diem rate.

E. PARENTAL LEAVE

1. A member of the bargaining unit who gives birth or adopts and/or assumes legal custody of a child under five (5) years of age shall be granted leave of absence without pay for a period not more than one (1) year.

2. Application for the leave shall be in writing and shall contain a statement of the expected date of birth, or the date of obtaining custody, the date on which the leave is to commence and the intended date of return to service. The application for the leave shall be submitted to the Superintendent at least (30) days prior to the commencement of the leave if at all possible.

3. Upon return to service at the expiration of such leave the bargaining unit member shall resume the contract status, which he/she held prior to such leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

Upon notifying the Superintendent by April 1 of the preceding school year, a one-year extension of this leave may be granted.

F. MEDICAL LEAVE

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The bargaining unit member shall supply statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the bargaining unit member will be unable to return to work because of illness.

2. If a bargaining unit member has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence, then the Board will grant the request as long as the total time of the leave does not exceed two (2) years.

G. GENERAL PROVISIONS

1. Consistent with the Family Medical Leave Act, bargaining unit members on any approved unpaid leave may continue all of their group benefits for the duration of said leave providing they reimburse the Board for the portion of the premium costs not previously paid for by the Board. Those individuals on any approved unpaid leave not associated with the Family Medical Leave Act may continue all of their group benefits for the duration of said Leave providing they reimburse the Board for the premium costs. Those Individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract. Payment is due on the first of each month, beginning with the month after individual's leave starts. If payment is not received on time, the individual's insurance coverage will end at the close of that month.

2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. The Superintendent will make reasonable efforts to accommodate the request of the teacher.

3. In order to maintain contract status, the employee who has been granted a leave of absence must inform the Board by March 1 of his/her intention to resign, work or request an additional leave for the following year. Failure to do so may result in termination of the employee's contract.

    a. The Family and Medical Leave Act of 1993 (FMLA) requires that all eligible employees be allowed up to twelve (12) work weeks per year of unpaid leave. Paid sick leave will run concurrently with FMLA. For additional information see the district Treasurer.

To determine eligibility for FMLA, information from your health care provider may be required.

H. LEGAL OBLIGATIONS

In the case of jury duty, or when subpoenaed by a court in a matter related to the teacher's employment, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such bargaining unit member's regular compensation and the remuneration received for serving as a juror.

ARTICLE V
FRINGE BENEFITS

A. HOSPITAL/SURGICAL/MAJOR MEDICAL

1. The Board shall purchase from a carrier licensed by the State of Ohio hospital/surgical/major medical insurance coverage for each member of the bargaining unit and his/her family.

    Coverage plans will be Access + 1A (Traditional PPO), (an NBHP plan) or High Deductible plan (HDHP).

    Funding for the initial year's HSA will be as per item 4a listed below. Subsequent years will be funded per the schedule listed in item 4. HSA contributions will begin the first full month following employment.

2. The Board will pay full-time bargaining unit members' following percentage of premiums per calendar year:

    a. 85% Family/Single – Traditional PPO
    b. 100% Family/Single – High Deductible Health Plan (HDHP)

3. The Board will match monthly contributions made to Health Savings Accounts (HSA) for bargaining unit members who choose to participate in the HDHP plan to a maximum of $100.00 per month and $50.00 per month for single plans, provided account information has been given to the treasurer at least two (2) weeks prior to the payroll when the match is given. There will be no back paying of HSA match.

   No partial months will be funded. HSA funding will begin the first day of the month following the beginning of employment or the month immediately following the effective day of enrollment.

   The Board will deposit a one-time contribution paid the second (2nd) pay of January for all bargaining unit members in the HDHP plan in the following amount with no match required, provided HSA account information has been given to the treasurer by January 1st.

   a. $1,000.00 – Family
   b. $ 500.00 – Single

4. The Board will pay 50% of the unit member's family monthly premium and 50% of the unit member's single premium for unit members who work less than full-time but more than three (3) hours per day.

5. Unit members must work a minimum of three (3) hours per day to receive health care benefits.

6. **Enrollment Period** – The Access + 1A and HDHP plans have annual open enrollment in the fall that take effect January 1. All other changes have to be a qualifying event.

B. MEDICAL WAIVER OPTION

Bargaining unit members may waive their right to medical insurance and may elect to receive a waiver (opt out). The waiver shall be offered in the context of Section 125 of the internal revenue code and all rules pertaining to it. Bargaining Unit members who are eligible for the health insurance opt out as provided by the district shall inform the Treasurer of their intent during Section 125 open enrollment. These members shall then receive opt out not to exceed $2,000. This opt out will be granted each year so long as the individual is not reinstated in the Board medical plan.

Once a bargaining unit member opts out of the insurance and accepts such waiver, the bargaining unit member understands they cannot be reinstated into the district's insurance plan unless that person has a life altering event such as, but not limited to: marriage, retirement, loss of coverage from another carrier, death, etc.

C. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group Term life insurance for each certificated employee in the amount of $40,000. The full cost of this program and any increases thereof, shall be paid by the Board.

D. DENTAL INSURANCE

1. Shared Costs

Dental insurance will be made available to members of the bargaining unit. The Board will pay one hundred (100) percent of the cost per month per bargaining unit member.

2. Coverage

After a deductible amount, the plan will pay a percentage of the Reasonable and Customary Fees charged by a dentist. These two features provide for a sharing of cost by the dental plan and the insured person.

3. Enrollment Period

Dental insurance will have an annual enrollment period for bargaining unit members, except for qualifying events.

E. VISION INSURANCE

The Board shall provide vision/optical insurance for each bargaining unit member. The Board shall pay 100% of the premium cost for each plan.

ARTICLE VI
GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" is defined as a claim by a bargaining unit member, group of bargaining unit members, or Association [hereafter called the grievant] that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement.

B. PURPOSES

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to

grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. To ensure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or his Association representative.

D. FORMAL PROCEDURES

STEP I

No later than twenty-five (25) working days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the building principal, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance. A copy of the completed form shall be given to the grievant and to the Association. Within five (5) school days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) school days after such meeting.

STEP II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP I, the grievant, and/or the Association representative shall within ten (10) school days complete a written Grievance Report Form, STEP II, and submit the same to the Superintendent. Within ten (10) school days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) school days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP III

A Board Level III will be added following the Superintendent Level II and before Arbitration Level IV. Board Level III is voluntary, and the grievance may be moved directly to Level IV.

All other steps and current language pertaining to the current grievance process will remain in effect.

The Board Level III will consist of the following:

1. If the grievance is forwarded to the next level and in the event the grievance is not satisfactorily settled in the preceding level it may be submitted to the administrative office for hearing to the Board of Education (BOE).
2. Referral to the BOE Level III shall be done within ten (10) school days after receiving the decision of the Superintendent.
3. Within ten (10) school days, two (2) BOE members, the Superintendent, the individual grievant (when applicable), and three (3) AEA members will meet to hear the grievance.
4. Additional time for review or additional representation maybe requested by either party for a subsequent meeting.
5. The Board shall render their decision and reasons in writing to all parties within twenty (20) school days. The board members involved in the grievance hearing have the authority to settle the grievance.

STEP IV

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or the disposition at the Board level, or if no disposition has been made within the above stated time limits in STEP II or STEP III (depending on the last step utilized), the grievant and/or Association representative may within ten (10) school days submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the state policies and rights herein contained, and his award shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be paid by the losing party.

E. GENERAL PROVISIONS

1. Grievances that relate to more than one building shall commence at STEP II.

2. The time limits provided for in his Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any results that affect the Agreement.

4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present to state the views of the Association at all stages of the grievance procedure.

5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

6. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.

7. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.

8. The Association shall have the exclusive right to determine whether the grievant may proceed to the arbitration step of the procedure.

9. If at any time during the grievance procedure the grievant and/or Association does not meet the time limitations as stated above, the grievance is considered waived. Likewise, if the Administration or Superintendent does not meet its time limitations, the grievance is sustained.

ARTICLE VII
FAIR TREATMENT & DISMISSAL

For purposes of this Article, "days" shall mean any day the Administrative Central Office is open. All references to "working days" and "school days" within this procedure shall be interpreted accordingly.

A. GENERAL PROVISIONS

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

After the fourth limited contract no bargaining unit member shall be discharged, officially reprimanded, suspended or non-renewed without due process and substantiated unsatisfactory evaluations. Any such action shall be subject to the grievance procedure set forth in the Agreement.
Formal reprimand or discipline of a teacher by an administrator for violation of reasonable Board regulations or rules, for reasons related to the bargaining unit member's professional performance or for other reasons that would inhibit the effectiveness of the bargaining unit member, shall be made in writing by the administrator making the charge or imposing the disciplinary action.

Prior to any formal action, the teacher shall be informed of his right to representation of his choice at the meeting in which the disciplinary action is to take place.

Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him.

Failure of the bargaining unit member to adhere to reasonable rules and regulations will result in the following procedure for disciplinary action.

First Offense – Verbal reprimand by the bargaining unit member's administrator. This verbal reprimand will be recorded but if no further infraction occurs, the record will not be placed in the employee's file.

Second Offense – The bargaining unit member will be notified at least two school days in advance of a conference regarding the second offense. A written reprimand will be given to the bargaining unit member during this conference. The bargaining unit member shall have the right to request that an association representative of his/her choosing be present at the conference. The bargaining unit member will be asked to sign as proof of receiving the written reprimand. A copy will be dated and placed in the bargaining unit member's file.

Third Offense – Two-day suspension. A bargaining unit member who continues behaviors necessitating the use of this provisions for reasons related to the bargaining unit member's professional performance or for other reasons that would inhibit the effectiveness of the bargaining unit member's work will, after the third occurrence, be suspended for two (2) workdays with or without pay. The bargaining unit member will be notified at least two school days in advance of a conference regarding the third offense. The bargaining unit member shall have the right to request that an association representative of his/her choosing be present at the conference. Upon return from suspension the bargaining unit member, principal, superintendent, and association representative will meet to discuss and to design a specific course of corrective action. Association representative will not assist in designing the specific course of corrective action.

Severe Offense – If the violation is severe enough to warrant immediate discipline at Step Two or Three (violations such as theft, sexual harassment or misconduct during working hours, physical violence, or other offenses involving gross misconduct), the above disciplinary steps may be waived, and the Superintendent may suspend a bargaining unit member for up to three (3) days with or without pay pending investigation of the charges.

Within five (5) days a hearing will be scheduled with the bargaining unit member, his/her representative, and the Superintendent, to respond to the charged violations. If after hearing all testimony the superintendent decides not to implement disciplinary action against the bargaining unit member, the written reprimand and/or notice of suspension will be removed from the bargaining unit member's file, and the member will return to his/her contractual duties.

B. TERMINATION OF CONTRACT

The termination of a contract during the term of such contract, shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract shall be as prescribed herein and by Section 3319.16.

C. SUSPENSION PENDING TERMINATION

A teacher suspended without pay pursuant to Section 3319.16, Ohio Revised Code, shall be paid his full salary for the period of suspension if, after the hearing, the decision of the Board of Education is against termination.

ARTICLE VIII
PUBLIC COMPLAINT PROCEDURE

A. COMPLAINT PROCEDURE

COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

1. Community and school communication ideally should be such that most complaints may be resolved through a pre-arranged personal conference with the bargaining unit member and the complainant. If such conferences do not lead to understanding and resolution of problems involved, a complainant may pursue further action by submitting a written complaint against a professional staff member to the principal of the school. The principal will give a copy to the professional staff member. If the individual(s) refused to submit the complaint in writing, then the matter will be considered closed.

2. Further action concerning the complainant will be initiated by the following procedures.

    a. If requested by the complainant or the professional staff member, a meeting involving the professional staff member and a representative if so desired, the principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.

    b. If it is still unresolved, it may be appealed to the Superintendent.

    c. If it is still unresolved, the issue may be appealed to the Board.

3. Miscellaneous

    a. Complaints will not be placed in a bargaining unit member's personnel file.

    b. The bargaining unit member shall have the right to a representative of his/her choosing at each step of this procedure.

c. The chain of appeal as outlined in Section 2 shall be followed in order. Any complaints received at an upper level (Superintendent and/or Board) shall be referred back to the appropriate level.

ARTICLE IX
MULTI-YEAR CONTRACTS

A. LIMITED CONTRACTS

The Board of Education agrees that after a teacher successfully completes two (2) one-year limited contracts, if the teacher is to be renewed, the Superintendent will recommend a two-year limited contract to that teacher.

After a teacher successfully completes a two-year limited contract, if the teacher is to be renewed, the Superintendent will recommend a three-year limited contract to that teacher.

Successive contracts will continue to be three-year contracts.

Continuing contracts may be issued mid-limited contract if qualified and with prior approval of the Superintendent.

If the member's final summative evaluation is ineffective, a contract recommendation of less than what is stated above may be recommended by the Superintendent.

B. CONTINUING CONTRACTS

1. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than December 15th of the school year in which they become eligible. Notice received after December 15th shall not serve as the notice required by this section for the following school year.

2. A teacher becomes eligible upon satisfaction of one of the following:

   - Teacher is employed by the Board for a period of two years and the teacher has previously attained continuing contract status in another Ohio public school district.
   - Teacher has worked in the School District for three of the last five years and has a professional certificate/license.

     a. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed six semester hours of graduate coursework in the area of licensure or in

an area related to the teaching field since the initial issuance of the certificate or license; or

b. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has started and completed thirty semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

3. Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Article X, if the Board or the Superintendent believes that the member is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.

4. In the event the administration fails to complete the evaluations as stipulated in Article X of the master agreement, the teacher will receive a successive contract as stipulated under section I. of this article. (Article IX.)

5. A member may withdraw their request for continuing contract at any time prior to Board action on their contract renewal.

6. The provisions of this section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

ARTICLE X
EVALUATION

A. APPLICATION

1. The Ohio Teacher Evaluation System (OTES 2.0) evaluation procedure contained in this agreement applies to the following employees of the District:

   a. 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.

   b. 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 student instruction.

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

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

2. All other members except school counselors not covered under a - d above, shall utilize the non-OTES form found within this Agreement. N/A or not observed areas shall not be used as an area of improvement or bring harm. All evaluation timelines and processes shall be the same for all bargaining unit members as applicable. See non-OTES form(s).

3. The Athletic Director's supplemental position is not subject to the OTES nor OSCES evaluation system therefore will receive an annual evaluation by the High School Principal using the forms found.

4. All head coaches will receive an evaluation at the completion of their respective season. The evaluation will be completed by the Principal and/or Athletic Director keeping in mind that bargaining unit members will not evaluate other bargaining unit members. Head coaches will be responsible for evaluating their staff. See Head Coach Evaluation Form.

B. CLASSROOM EVALUATION

1. There will be classroom observation of the work performance of a teacher for the purpose of a formal written evaluation to assess the employee's teaching performance, to help the employee to achieve greater effectiveness in performance of the teaching assignment and to constitute the basis for personnel decisions including reassignments, continuing contract status, limited contract renewal, limited contract non-renewal or termination.

C. DEFINITIONS

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

2. Ohio School Counselor Evaluation System (OSCES): The Evaluation system for school counselors that is codified under section 3319.113 of the Ohio Revised Code. Counselors will utilize the Ohio School Counselor Evaluation System. Counselors will be evaluated on the duties assigned to them by the district. The Counselor evaluation process, timelines and procedures will be the same as the OTES for teachers.

3. Evaluation Rubric: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers and counselors developed under section 3319.112 or 3319.113 of the Ohio Revised Code.

4. Evaluation Procedure: The evaluation procedure will be the procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111, 3319.112 and 3319.113 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers and counselors developed under section 3319.112 or 3319.113 of the Ohio Revised Code.

5. Evaluation Factors for Counselors: The two factors, which are required by law and weighted equally, are student metrics at fifty (50) percent and counselor performance at fifty (50) percent.

   Evaluation Factors for teachers: The elements required by Ohio Revised Code and this Agreement to be used in the teacher evaluation procedure.

6. Teacher Performance: The assessment of a teacher during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric. As an evaluation factor, the teacher assessment is based on direct observations and walkthroughs that are performed by a credentialed evaluator, as well as the evidence collected in the Teacher Evaluation Portfolio if presented by teacher. Portfolio is due to the credentialed evaluator by April 1.

7. High-Quality Student Data (HQSD): Information derived from instruments reviewed which provides evidence of student learning that can be directly attributed to the teacher being evaluated. HQDS must be used as evidence in any component of the evaluation related to the following:

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

8. Evaluation Rating: The final, holistic evaluation rating that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle.

   Counselor's evaluation rating is a combined rating with the results where fifty percent (50%) of the evaluation rating is based on student metrics outcomes and fifty percent (50%) of the evaluation rating is based on a counselor

performance rating.

The evaluation rating will result in the assignment of one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

9. Evaluation Instrument: The forms provided through the OTES and OSCES evaluation procedures as provided by Ohio Department of Education and this agreement.

10. Teacher of Record:

    a. Is/Are responsible for assigning the grade to the student.

    b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s)of record(s)."

    c. Is/Are responsible for a significant portion of a student's instructional time within a given subject or course:
        1. Minimum of 51% co-teaching;
        2. Minimum of 31% team teaching (classroom teacher(s));
        3. Minimum of 31% interventionist(s) (example: Title One and special education)

11. Linkage: The process of connecting the teacher (s) of record [based upon above definition] to a student's and/or defined group of students' achievement scores. Administration will notify teacher if administration changes linkage for the teacher.

12. Metrics of Student Outcomes: A measurable, long-term growth target that a counselor may set at the beginning of the year for students or for subgroups of students over a given interval of time.

D. FORMAL EVALUATION PROCEDURE

1. Each observation will include the current OTES Rubric or OSCES Rubric and shall include a pre-observation in-person conference between the teacher or counselor and the credentialed evaluating administrator and will take place prior to each observation unless the employee and administrator agree to waive the pre-conference.

2. The Pre-Observation Conference Form will be completed by the employee and submitted to the evaluator at least one (1) day prior to the meeting.

3. The credentialed evaluating administrator will perform two (2) observations no less than 30 minutes each in length to support the written evaluation.

4. A post-observation in-person conference will take place between the teacher/school counselor within ten (10) working days (unless an extension is

mutually agreed upon by both parties) and the credentialed evaluating administrator after each observation at which time the administrator will review the teacher performance evaluation rubric. The Post-Observation Conference form shall be used during the conference. These timelines are automatically extended by either the absence of the teacher or evaluator by the same number of days of the absence(s).

5. In no event shall the teacher fail to receive the Teacher Performance Evaluation Rubric later than one (1) day before such conference unless an extension is mutually agreed to otherwise by the teacher and evaluator. No such evaluation rubric will be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher will be required to sign a blank or incomplete form. These timelines are automatically extended by either the absence of the teacher or evaluator by the same number of days of the absence(s).

6. The Teacher Evaluation Portfolio, if presented by the teacher, will be used as supporting evidence in the Teacher Performance Evaluation Rubric by the evaluator.

7. During a full cycle evaluation, teachers or school counselors will be granted at least 20 working days to correct identified areas for improvement prior to the next observation. If after the second formal observation, an employee's performance is found with areas of improvement to the extent that adverse personnel action may result, a third observation shall be conducted.

8. Teachers will be given a copy of the written final holistic evaluation rating prepared by their credentialed evaluator. The teacher and evaluator will have a conference to discuss the final holistic evaluation rating no later than May 10.

9. Should a teacher desire an additional observation by a properly qualified credentialed evaluator other than his/her immediate supervisor, the request should be made to the Superintendent of Schools. The Superintendent may assign another qualified credentialed evaluator from the qualifying list.

10. Any evaluation with a final holistic evaluation rating of ineffective must be accompanied by a written improvement plan.

11. All observations will be completed no later than May 1 of each year and each teacher will receive the Final Holistic Rating of Teacher Effectiveness no later than May 10.

12. A teacher who is on leave from the school district for 50% or more of the school year will not be evaluated under OTES.

13. A teacher who submits a notice of retirement and that notice has been accepted by the Board not later than the first day of December, shall not be subjected to an evaluation otherwise scheduled to be conducted.

14. A teacher participating for the first time in the Resident Educator Summative Assessment (RESA) will complete a less frequent observation cycle.

15. The Board shall evaluate each teacher assigned an evaluation rating of "Accomplished" on the teacher's most recent evaluation conducted under this article once every three (3) school years.

    The Board shall evaluate each teacher assigned an evaluation rating of "Skilled" on the teacher's most recent evaluation conducted under this article once every two (2) school years.

    Off-year (less frequent) observations conducted for teachers whose final holistic evaluation rating is accomplished and skilled shall be one observation followed by a conference except for the exemption below. The conference will also include a discussion of the teacher's progress on their PGP.

    This exemption does not apply in a year in which the employee's limited contract is expiring.

16. The District will develop a list at the beginning of the year with the bargaining unit's type of evaluation, full OTES, less frequent, or non-OTES evaluation and reason for evaluation. The list will be prepared and provided to the Association no later than October 15.

E. EVALUATORS

1. The person who is responsible for assessing a teacher's performance shall be:

    a. The teacher's credentialed evaluator for those teachers with a rating of ineffective or developing on their most recent evaluation, the evaluator shall be the teacher's immediate supervisor.

    b. A skilled or accomplished teacher in a full cycle evaluation will be evaluated by a credentialed evaluator mutually agreed upon or their immediate supervisor. Off cycle evaluations will be assigned to a credentialed evaluator. A qualifying list will be provided by the Superintendent that will include but is not limited to the building principals and Superintendent.

    c. Purchased service staff will not evaluate employees.

2. All teachers will be notified of their credentialed evaluator no later than October 1st of that school year. In the event a teacher is hired after this time, the credentialed evaluator will be determined and the teacher will be informed of the credentialed evaluator. The evaluation process will not take place until notification has taken place.

3. The evaluator shall not be a bargaining unit member.

F. TRAINING

1. Written instructions and training on the teacher evaluation procedure will be provided for all new teachers by September 30th and shall include the tools, processes, methodology, and the use of HQSD.

2. Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a teacher hired after September 15 they will receive this within 30 days of employment with the District.

G. INTENT TO NON-RENEW

1. 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, the credentialed evaluator 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.

H. CRITERIA FOR PERFORMANCE ASSESSMENT

1. Teachers shall be evaluated on his or her work performance based on observations and walkthroughs of the teacher that are set forth in this agreement.

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

3. All results and conclusions of performance assessments must be documented and supported by evidence.

I. WALKTHROUGHS

1. The walkthrough shall be at least 3 minutes, but not more than 10 consecutive minutes in duration.

2. No later than two days after a walkthrough has been conducted, the teacher shall be provided feedback about the walkthrough on the walkthrough form.

3. No more than 15 walkthroughs shall be conducted per teacher each school year.

4. Walkthroughs can be requested by a teacher in addition to employer-initiated walkthroughs.

5. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

6. Walkthroughs shall not be conducted during confidential sessions with students, parents, or other personnel.

J. IMPROVEMENT PLAN FOR OVERALL INEFFECTIVE HOLISTIC RATING

1. A professional improvement plan is a clearly articulated assistance program for a teacher whose overall holistic evaluation rating is ineffective.

2. All areas of improvement shall be addressed during the post-observation conferences.

3. All areas of improvement identified by the evaluator shall be compiled and shall be provided to the teacher at the final holistic evaluation rating meeting.

4. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of growth in identified areas of improvement.

5. The evaluator and teacher/counselor shall collaboratively develop a professional improvement plan using the OTES or OSCES form to address the identified areas of improvement and such plan shall be reduced to writing and provided to the teacher/counselor.

6. The improvement plan, as outlined in this section, shall detail:

   a. Performance issues documented as needing improvement;

   b. Specific performance expectations;

   c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;

   d. Sufficient, specific timelines, not less than 20 working days, as to allow for the improvement of identified areas of improvement.

   e. The provision for a trained teacher instructional coach as stated in Article X, Section M of this agreement.

K. FINALIZATION OF REPORT

1. Completion of Evaluation Cycle

   a. The Final Holistic Evaluation Rating shall acknowledge areas of improvement that are specifically clear on what is to be done to improve.

   b. Teachers have the right to give additional explanation to the credentialed evaluator's recommendations and have said explanations become an attachment to the teacher's written evaluation.

   c. The completed Final Holistic Evaluation Rating shall be pinned/signed by the evaluator. The Final Holistic Evaluation Rating will be presented to the teacher for pinning/signing as notification that said report will be placed in the personnel file.

   d. The teacher's pin/signature cannot not be construed as evidence that the teacher agrees with the contents of the evaluation report.

   e. The Final Holistic Evaluation Rating report shall be completed no later than May 10, pinned/signed by both parties, and sent to the superintendent.

2. Response to Final Holistic Evaluation Rating

   a. The teacher shall have the right to make a written response to the Final Holistic Evaluation Rating and to have it attached to the Final Holistic Evaluation Rating report to be placed in the teacher's personnel file. A copy, pinned/signed by both parties, shall be provided to the teacher.

3. Submission of Ratings

   a. The District will report the aggregate final, holistic teacher evaluation ratings as stipulated by the Ohio Department of Education and Workforce.

L. PROFESSIONAL DEVELOPMENT

1. Professional growth plans shall be developed as follows:

   a. Teachers not on an improvement plan will develop a professional growth plan collaboratively with the credentialed evaluator.

   b. A professional growth plan shall be developed not later than October 1 of each school year.

   c. The Board shall provide for professional development and for the

allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

d. The teacher and credentialed evaluator will meet to discuss progress on the plan.

M. INSTRUCTIONAL COACH FOR TEACHERS ON AN IMPROVEMENT PLAN

1. The District may provide teachers under an improvement plan with an instructional coach who is not the credentialed evaluator.

2. **Role of the Instructional Coach**

   a. The instructional coach must have a minimum of 3 consecutive years of teaching experience.

   b. The instructional coach must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.

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

   d. The instructional coach does not have a formal evaluation role. The instructional coach's role is to support the growth of the educator.

3. **Release Time**

   a. Each instructional coach shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator upon approval by the Superintendent.

4. **Protections**

   a. The teacher's activities as an instructional coach shall not be part of that staff member's evaluation.

   b. An instructional coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

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

   d. All interaction, written or oral, between the instructional coach and

the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the instructional coach shall constitute grounds for immediate removal from his or her role as instructional coach.

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

N. DUE PROCESS

1. Teachers who have a Final Holistic Evaluation Rating of "Ineffective" shall be allowed to request a different evaluator.

2. Failure by the District to adhere to any timeline or, forms or condition associated with individual teachers established in this agreement shall render the holistic evaluation rating of "Accomplished", providing the teacher was rated "Accomplished" the previous year, otherwise a rating of "Skilled" will be rendered. The District shall automatically re-employ the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

O. PERSONNEL ACTION REQUIREMENTS

1. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation no later than May 10 of each year.

ARTICLE XI
WORKING CONDITIONS

A. REQUIRED MEETINGS OR HEARINGS

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be given no less than four (4) days when the Central Office is open, prior, written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

B. INSTRUCTIONAL MATERIALS AND SUPPLIES

Each member of the bargaining unit shall be provided sufficient instructional materials and supplies necessary to perform in an effective manner.

C. SCHOOL CALENDAR / WORK YEAR / PROFESSIONAL COMMITTEES

1. The work year for members of the bargaining unit shall consist of no more than one-hundred and eighty-three (183) days.

2. **Professional Growth**

   It is the goal of the Ayersville Board of Education to give opportunity for professional growth. This can be done by utilizing Curriculum Enrichment/ Innovation Days, Professional Days, and In-service days and still protect student contact time. Teaching kids is the most important thing we do.

3. Included in the one-hundred and eighty-three (183) days shall be the following:

   a. No less than two (2) teacher workdays with no students in attendance.

   b. At least one (1) professional in-service days will be planned and scheduled.

   c. No more than one hundred and eighty (180) days with students in attendance.

4. No additional days shall be added to the end of the year as a result of calamity days, provided the minimum number of instructional hours required by the Ohio Department of Education and Workforce is met for all grade levels.

5. **Professional Development Committee (Teacher License)**

   The Ayersville Local Professional Development Committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district. It shall consist of 3 teachers and 2 administrators. The Ayersville Local Professional Development Committee seeks to implement Ohio's vision of providing educators the freedom to shape their own professional development. We will accomplish this goal by assisting our educators and educational leaders to create high-quality professional development plans and activities of value to themselves, our students, and our district.

6. **School Calendar**

   School Calendar Committee will be established consisting of at least three (3) teachers selected by the Association and at least one (1) administrator and up to two (2) classified staff members. At least two (2) calendars are to be presented to the Ayersville staff for a vote. The successful calendar shall be submitted to the Board by the February Board meeting. A week-long spring break will be on the calendar at least every other school year.

7. **Highly Qualified Student Data Committee (HQSD Committee)**

a. A HQSD committee will be developed for the sole purpose of assessing, reviewing, verifying the many facets of HQSD.

b. The committee shall consist of five (5) members. Three (3) members appointed by the Association, and two (2) administrators appointed by the Superintendent. One association member and one administrator will chair the committee.

c. The members of the committee will establish a mutually agreed upon pre and post conference form to use in the holistic evaluation cycle. The members will also align the portfolio to the criteria found in the Teacher Performance Evaluation Rubric.

d. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.

e. The committee will maintain a list of vendors approved as HQSD. The list will also include teacher generated HQSD that meet the HQSD criteria.

f. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.

g. Members of the committee will receive training in the criteria designated herein as well as state requirement. The committee will assist in training staff on HQSD/OTES 2.0.

h. The committee will establish by mutual agreement a meeting calendar.

i. Committee agendas will be developed jointly by the co-chairpersons of the committee.

j. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.

k. All decisions of the committee will be achieved by consensus.

l. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board upon approval by the Superintendent.

m. Members of the committee shall receive release time for committee work and training as deemed necessary by the committee upon approval by the Superintendent.

n. The district will provide secretarial support and assistance to the committee. Responsibilities may include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed upon approval by the Superintendent.

o. The committee will review the criteria of HQSD, using the approved established guidelines and return them to appropriate parties either for use for revision and resubmission to the committee. The criteria for HQSD includes:

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

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

AND

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

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

p. The committee will develop a timeline by which teachers will turn in HQSD and the timeframe the committee will return said HQSD.

q. In the case that the committee returns an element of HQSD for revision, feedback will be supplied to the individual or group as to what should be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.

r. Association committee members will be paid the hourly rate of $25.00 for each hour he/she attends committee meetings outside of the contractual workday with hours upon approval by the Superintendent.

s. Committee chairs will be paid a supplemental rate of $1,200.00.

D. TEACHING HOURS AND LOAD

1. Length of Workday

The maximum length of the regular workday for members of the bargaining unit shall be seven (7) hours and thirty (30) minutes. However, the day may be extended in the event of an emergency at the end of the school day.

2. Duty-Free Lunch

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute duty-free lunch period.

3. Planning Time

Times and periods will be prorated based on the number of workdays in the week.

a. Elementary (K-4)

Members of the bargaining unit within the elementary buildings shall be provided planning time each day with no less than two hundred (200) minutes per week.

b. Middle School (5-8)

1. Members of the bargaining unit teaching grades five (5) and six (6) shall be provided planning time each day with no less than two hundred (200) minutes per week.

2. Members of the bargaining unit who teach grades seven (7) and eight (8) shall be provided a minimum of one (1) planning period per day.

c. High School (9-12)

1. Members of the bargaining unit who teach grades nine (9) through twelve (12) shall be provided a minimum of one (1) planning period per day.

d. Said planning time shall not be scheduled during the time immediately preceding and/or following the student contact day.

4. The administration will attempt to eliminate certified teachers to be required to supervise recess through scheduling and the use of substitute aides when the situation presents itself.

5. Teachers shall not be required to report to work on any day when the district is officially closed. If teachers are participating in a scheduled two-hour staff in-service on a delayed-start day and the district subsequently closes school, teachers will be dismissed upon completion of the scheduled two-hour inservice.

E. IEP PREPARATION

Two (2) days with a substitute will be provided for each Intervention Specialist for the purpose of writing IEPs, progress reports, transition reports and any other necessary reporting of duties. Intervention Specialists will work with their building principal to schedule the days.

ARTICLE XII
PERSONNEL FILES

A. There shall be only one official personnel file for each certificated staff member of the Ayersville Local Schools, which shall be maintained in the Superintendent's office. Building principals may maintain anecdotal personnel files but said files shall not be utilized for purposes of official Board action or discipline with regard to any bargaining unit member.

B. Any post-employment materials in a teacher's personnel file may be reviewed by the teacher. Said teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review.

C. The teacher shall receive upon request copies of any material in the file, which could impact on the unit member's employment status.

D. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file or anecdotal file.

E. In any written communication between administrative offices, regarding a teacher, the teacher shall be sent a copy of the letter or memo.

F. All entries into the personnel file shall be dated as to entry.

G. Prior to placement in his/her personnel file, a teacher shall be entitled to review any clearly derogatory information and to have present at such review a representative of the teacher's choice. The teacher may respond in writing to such information and may have the response affixed to the information.

Letters of reprimand or any material derogatory to a teacher's conduct, service, character, or person shall be removed from the employment record file at the end of

three (3) years providing the teacher has taken appropriate action to correct the situation leading to the undesirable report.

The examination of an employee's personnel file shall be subject to State and Federal Law, which may apply in compliance with the Open Records Act.

ARTICLE XIII
REDUCTION IN FORCE

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District as set forth in ORC 3319.17. ORC 3319.11 shall not be used for the purposes covered by this section.

B. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code 3319.11 and other related sections of this Master Agreement.

C. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions under "A" above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, comparable evaluations and seniority and areas of certification shall be the only criteria in determining such layoffs.

Layoffs shall be on the basis of averages of the last two (2) summative ratings, if available. No teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of certification have been laid off. Seniority shall not be the basis of the reduction except between teachers with comparable evaluations as defined above.

Any teacher who has been laid off shall have his name placed on a recall list.

D. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

Seniority shall be determined by the length of continuous service in the school system. Among those with the same length of continuous service, seniority shall be determined by:

a. The date of the Board meeting in which the teacher was hired; and then by
b. An agreed upon method of chance in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list pursuant to E-4 below, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment following resignation, or other termination of employment, will be measured from the date of return. On or about January 30 of each school year, the Association President shall receive in writing a copy of the seniority list.

E. RECALL

1. Teachers on the recall list shall be returned to active employment in reverse order of reduction to fill vacancies for positions for which they are or become properly licensed and qualified, consistent with Ohio law, before any new permanent teacher, part-time teacher, or substitute teacher is hired.

2. In the event a vacancy(cies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

   Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

3. A teacher on the recall list shall, have the right to accept or refuse a position which is offered. If the teacher refuses a position, then the offer of the position shall go to the next certified teacher on the recall list. Refusal of a position shall affect recall rights only as provided by Ohio law or this Agreement.

4. For teachers on limited contracts, a teacher's name shall remain on the recall list for two (2) school years (July 1 to June 30) following the date the teacher is first placed on the recall list.

5. For teachers on continuing contracts, recall and restoration rights shall be governed by Ohio Revised Code Section 3319.17.

6. A teacher who is recalled shall retain all accumulated seniority and years of service held at the time the reduction in force became effective, subject to applicable provisions of this Agreement and Ohio law.

ARTICLE XIV
TRANSFER AND VACANCY

A. All teacher openings will be advertised to members of the bargaining unit prior to advertising outside the bargaining unit. When school is in session, the vacancy will be physically posted in each building and posted via email. If a vacancy occurs over the summer, notification shall be sent via email and posted on the school's official web site. Bargaining unit members will be given the option of having a vacancy notification sent via mail during the summer months.

B. In the determination of any transfer voluntary or involuntary, it is understood that the educational requirements of the Ayersville Local Board of Education must be met. As such the following criteria, and in order of priority, will be used in the determination of voluntary and involuntary transfers:

1. The instructional requirements of the Ayersville Local School District.

2. The desires of the teacher to the extent that they do not conflict with #1 above.

3. In accordance with ORC 3319.173, seniority or continuing contract status shall not be considered as the primary factor in determining the teacher's assignment.

C. **GENERAL AND/OR DEFINITIONS**

1. An opening and/or vacancy is defined as a current or new teaching position that is or will become available on or before the beginning of the next school year.

2. A transfer shall be defined as any of the following:

   a. A change from one building to another.

   b. A change from one grade level to another.

   c. A change in the majority of the teaching load from one department or another.

3. Teachers may request a voluntary transfer at any time by writing to the Superintendent.

4. Teachers shall be notified of assignments for the oncoming school year. Such notification shall be prior to July 1, preceding the school year in which the assignment is to take place. The notice shall include: building, grade level, and/or subjects. A change in assignment after July 1 shall occur only if an emergency exists. In cases of emergency, the superintendent will meet with the bargaining unit member affected and an association representative, immediately.

D. HEAD COACHES

1. Fall head coaches returning to the same position shall be recommended to the Board in January. Winter head coaches returning to the same position shall be recommended to the Board in April. Spring head coaches returning to the same position shall be recommended to the Board in June.

2. Such recommendations are contingent upon completion of all end-of-season requirements as determined by the administration.

ARTICLE XV
MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio, and to the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent of such specific and express terms of this contract and Ohio Statutes which include the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution of the United States. Negotiable matters and management rights shall be in accordance with 4117.08 of the Ohio Revised Code.

ARTICLE XVI
LABOR MANAGEMENT COMMITTEE

The AEA and Board agree to a Labor Management Committee consisting of three (3) administrators and three (3) teachers selected by the Association.

ARTICLE XVII
EFFECT AND DURATION

A. SEPARABILITY

1. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

2. If, during the term of this Contract, a mandatory state or federal law or regulation is passed that makes a part of this Contract invalid, representatives of the Board and the Association shall meet within thirty (30) days of a written request by either party to resolve the differences between the new mandatory state or federal law or regulation and the existing Contract.

3. All understandings and/or agreements reached under this procedure shall be reduced to writing, signed by each party, and made a party of the collective bargaining agreement.

B. MODIFICATION OF AGREEMENT

1. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

C. DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2026, through and including July 31, 2029.

D. SUCCESSOR AGREEMENT

This Agreement supersedes and cancels all previous agreements, between the Board and Association, and constitutes the entire written agreement between the parties.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

Ayersville Education Association

By: Kelly Zachrich
President

Date: 6-8-2026

By: Dennis Polcek
Vice President

Date: 6-8-2026

By: Andrea Rodriguez
Treasurer

Date: 6-8-2026

Ayersville Local Board of Education

By:
President

Date: 6-8-26

By:
Superintendent

Date: 6/8/26

By:
Treasurer

Date: 6/8/2026

The forms as designated in the contract can be electronically relayed between the members and the administration. The forms must contain the exact wording found in the Collective Bargaining Agreement. Forms will be available on the Staff Resources page of the school website. A hard copy of each form will be kept with the Association President.

APPENDIX A

AYERSVILLE LOCAL SCHOOLS SALARY SCHEDULE
08/01/2026 – 07/31/2027

Base $43,084

	BA		BA150		MA		MA15		MA30	
Step	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
0	1.00	$43,084	1.060	$45,669	1.12	$48,254	1.172	$50,494	1.212	$52,218
1	1.04	$44,807	1.105	$47,608	1.17	$50,408	1.222	$52,649	1.267	$54,587
2	1.08	$46,531	1.150	$49,547	1.22	$52,562	1.272	$54,803	1.322	$56,957
3	1.12	$48,254	1.195	$51,485	1.27	$54,717	1.322	$56,957	1.377	$59,327
4	1.16	$49,977	1.240	$53,424	1.32	$56,871	1.372	$59,111	1.432	$61,696
5	1.20	$51,701	1.285	$55,363	1.37	$59,025	1.422	$61,265	1.487	$64,066
6	1.24	$53,424	1.330	$57,302	1.42	$61,179	1.472	$63,420	1.542	$66,436
7	1.28	$55,148	1.375	$59,241	1.47	$63,333	1.522	$65,574	1.597	$68,805
8	1.32	$56,871	1.420	$61,179	1.52	$65,488	1.572	$67,728	1.652	$71,175
9	1.36	$58,594	1.465	$63,118	1.57	$67,642	1.622	$69,882	1.707	$73,544
10	1.40	$60,318	1.510	$65,057	1.62	$69,796	1.672	$72,036	1.762	$75,914
11	1.44	$62,041	1.555	$66,996	1.67	$71,950	1.722	$74,191	1.817	$78,284
12	1.48	$63,764	1.600	$68,934	1.72	$74,104	1.772	$76,345	1.872	$80,653
13	1.52	$65,488	1.645	$70,873	1.77	$76,259	1.822	$78,499	1.927	$83,023
14	1.56	$67,211	1.690	$72,812	1.82	$78,413	1.872	$80,653	1.982	$85,392
15	1.60	$68,934	1.735	$74,751	1.87	$80,567	1.922	$82,807	2.037	$87,762
16	1.60	$68,934	1.735	$74,751	1.87	$80,567	1.972	$84,962	2.092	$90,132
17	1.60	$68,934	1.735	$74,751	1.87	$80,567	1.972	$84,962	2.092	$90,132
18	1.60	$68,934	1.735	$74,751	1.87	$80,567	1.972	$84,962	2.092	$90,132
19	1.60	$68,934	1.735	$74,751	1.87	$80,567	1.972	$84,962	2.092	$90,132
20	1.64	$70,658	1.780	$76,690	1.92	$82,721	2.022	$87,116	2.147	$92,501

***Step 25 longevity $1,000*
***Step 27 longevity $1,500 (additional $500)*

APPENDIX A

AYERSVILLE LOCAL SCHOOLS SALARY SCHEDULE
08/01/2027 – 07/31/2028

Base $44,592

	BA		BA150		MA		MA15		MA30	
Step	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
0	1.00	$44,592	1.060	$47,268	1.12	$49,943	1.172	$52,262	1.212	$54,046
1	1.04	$46,376	1.105	$49,274	1.17	$52,173	1.222	$54,491	1.267	$56,498
2	1.08	$48,159	1.150	$51,281	1.22	$54,402	1.272	$56,721	1.322	$58,951
3	1.12	$49,943	1.195	$53,287	1.27	$56,632	1.322	$58,951	1.377	$61,403
4	1.16	$51,727	1.240	$55,294	1.32	$58,861	1.372	$61,180	1.432	$63,856
5	1.20	$53,510	1.285	$57,301	1.37	$61,091	1.422	$63,410	1.487	$66,308
6	1.24	$55,294	1.330	$59,307	1.42	$63,321	1.472	$65,639	1.542	$68,761
7	1.28	$57,078	1.375	$61,314	1.47	$65,550	1.522	$67,869	1.597	$71,213
8	1.32	$58,861	1.420	$63,321	1.52	$67,780	1.572	$70,099	1.652	$73,666
9	1.36	$60,645	1.465	$65,327	1.57	$70,009	1.622	$72,328	1.707	$76,119
10	1.40	$62,429	1.510	$67,334	1.62	$72,239	1.672	$74,558	1.762	$78,571
11	1.44	$64,212	1.555	$69,341	1.67	$74,469	1.722	$76,787	1.817	$81,024
12	1.48	$65,996	1.600	$71,347	1.72	$76,698	1.772	$79,017	1.872	$83,476
13	1.52	$67,780	1.645	$73,354	1.77	$78,928	1.822	$81,247	1.927	$85,929
14	1.56	$69,564	1.690	$75,360	1.82	$81,157	1.872	$83,476	1.982	$88,381
15	1.60	$71,347	1.735	$77,367	1.87	$83,387	1.922	$85,706	2.037	$90,834
16	1.60	$71,347	1.735	$77,367	1.87	$83,387	1.972	$87,935	2.092	$93,286
17	1.60	$71,347	1.735	$77,367	1.87	$83,387	1.972	$87,935	2.092	$93,286
18	1.60	$71,347	1.735	$77,367	1.87	$83,387	1.972	$87,935	2.092	$93,286
19	1.60	$71,347	1.735	$77,367	1.87	$83,387	1.972	$87,935	2.092	$93,286
20	1.64	$73,131	1.780	$79,374	1.92	$85,617	2.022	$90,165	2.147	$95,739

***Step 25 longevity $1,000*
***Step 27 longevity $1,500 (additional $500)*

APPENDIX A

AYERSVILLE LOCAL SCHOOLS SALARY SCHEDULE
08/01/2028 – 07/31/2029

Base $46,153

	BA		BA150		MA		MA15		MA30	
Step	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount
0	1.00	$46,153	1.060	$48,922	1.12	$51,691	1.172	$54,091	1.212	$55,937
1	1.04	$47,999	1.105	$50,999	1.17	$53,999	1.222	$56,399	1.267	$58,476
2	1.08	$49,845	1.150	$53,076	1.22	$56,307	1.272	$58,707	1.322	$61,014
3	1.12	$51,691	1.195	$55,153	1.27	$58,614	1.322	$61,014	1.377	$63,553
4	1.16	$53,537	1.240	$57,230	1.32	$60,922	1.372	$63,322	1.432	$66,091
5	1.20	$55,384	1.285	$59,307	1.37	$63,230	1.422	$65,630	1.487	$68,630
6	1.24	$57,230	1.330	$61,383	1.42	$65,537	1.472	$67,937	1.542	$71,168
7	1.28	$59,076	1.375	$63,460	1.47	$67,845	1.522	$70,245	1.597	$73,706
8	1.32	$60,922	1.420	$65,537	1.52	$70,153	1.572	$72,553	1.652	$76,245
9	1.36	$62,768	1.465	$67,614	1.57	$72,460	1.622	$74,860	1.707	$78,783
10	1.40	$64,614	1.510	$69,691	1.62	$74,768	1.672	$77,168	1.762	$81,322
11	1.44	$66,460	1.555	$71,768	1.67	$77,076	1.722	$79,475	1.817	$83,860
12	1.48	$68,306	1.600	$73,845	1.72	$79,383	1.772	$81,783	1.872	$86,398
13	1.52	$70,153	1.645	$75,922	1.77	$81,691	1.822	$84,091	1.927	$88,937
14	1.56	$71,999	1.690	$77,999	1.82	$83,998	1.872	$86,398	1.982	$91,475
15	1.60	$73,845	1.735	$80,075	1.87	$86,306	1.922	$88,706	2.037	$94,014
16	1.60	$73,845	1.735	$80,075	1.87	$86,306	1.972	$91,014	2.092	$96,552
17	1.60	$73,845	1.735	$80,075	1.87	$86,306	1.972	$91,014	2.092	$96,552
18	1.60	$73,845	1.735	$80,075	1.87	$86,306	1.972	$91,014	2.092	$96,552
19	1.60	$73,845	1.735	$80,075	1.87	$86,306	1.972	$91,014	2.092	$96,552
20	1.64	$75,691	1.780	$82,152	1.92	$88,614	2.022	$93,321	2.147	$99,090

***Step 25 longevity $1,000*
***Step 27 longevity $1,500 (additional $500)*

APPENDIX B

AYERSVILLE LOCAL SCHOOLS
SUPPLEMENTAL PAY SCHEDULE

2026-2027 Base = $43,084
2027-2028 Base = $44,592
2028-2029 Base = $46,153

	0-2 Years Index	3-9 Years Index	10+ Years Index
Advisor (freshman)	0.007	0.017	0.027
Advisor (sophomore)	0.007	0.017	0.027
Advisor (junior)	0.06	0.07	0.08
Advisor (senior)	0.06	0.07	0.08
Art Show Director (2)	0.025	0.035	0.045
Career Exploration / Amazing Shake	0.04	0.05	0.06
Club Advisor (Archery)	0.06	0.07	0.08
Club Advisor (Art)	0.02	0.03	0.04
Club Advisor (Math)	0.02	0.03	0.04
Club Advisor (SADD)	0.02	0.03	0.04
Club Advisor (Spanish)	0.02	0.03	0.04
Mentor Coordinator	0.03	0.04	0.05
Mentor Teacher	0.02	0.03	0.04
National Honor Society	0.02	0.03	0.04
Quiz Bowl (2)	0.02	0.03	0.04
School Paper (MS)	0.015	0.025	0.035
Student Council (HS)	0.03	0.04	0.05
Student Council (MS)	0.015	0.025	0.035
Trip Coord. (International)	0.05	0.06	0.07
Trip Coord. (Washington DC)	0.05	0.06	0.07
Yearbook (9-12)	0.045	0.055	0.065
Yearbook (K-8)	0.045	0.055	0.065

2026-2027 Base = $43,084
2027-2028 Base = $44,592
2028-2029 Base = $46,153

	0-2 Years Index	3-9 Years Index	10+ Years Index
Band (Auxiliary)	0.04	0.05	0.06
Band (Marching/Concert)	0.13	0.14	0.15
Band (Pep)	0.04	0.05	0.06
Choir Performances	0.06	0.07	0.08
Fall Performance	0.04	0.05	0.06
Musical Assistant (Even Years Only)	0.05	0.06	0.07
Musical Director (Even Years Only)	0.10	0.11	0.12
Orchestra Director (Even Years Only)	0.03	0.04	0.05
Spring Play Director (Odd Years Only)	0.05	0.06	0.07
Stage Manager	0.04	0.05	0.06
Technical Assistant (Fall Performance)	0.02	0.03	0.04

2026-2027 Base = $43,084
2027-2028 Base = $44,592
2028-2029 Base = $46,153

		0-2 Years Index	3-9 Years Index	10+ Years Index
Athletic Director		0.185	0.205	0.225
Football	Head	0.16	0.17	0.18
	Assistant (4)	0.09	0.10	0.11
	JH (3)	0.06	0.07	0.08
Volleyball	Head	0.13	0.14	0.15
	JV	0.07	0.08	0.09
	Assistant/9th	0.07	0.08	0.09
	8th Grade	0.06	0.07	0.08
	7th Grade	0.06	0.07	0.08
Cross Country	Head	0.08	0.09	0.10
	Assistant	0.05	0.06	0.07
Golf	Boys	0.08	0.09	0.10
	Girls	0.08	0.09	0.10
Tennis	Girls	0.07	0.08	0.09
Cheerleading	HS Football	0.05	0.06	0.07
	JH Football	0.03	0.04	0.05
Fall Facilities Manager		0.06	0.07	0.08
Fall Weight Room		0.015	0.025	0.035

2026-2027 Base = $43,084
2027-2028 Base = $44,592
2028-2029 Base = $46,153

		0-2 Years Index	3-9 Years Index	10+ Years Index
Basketball (Boys)	Head	0.16	0.17	0.18
	JV	0.09	0.10	0.11
	9th Grade	0.07	0.08	0.09
	8th Grade	0.06	0.07	0.08
	7th Grade	0.06	0.07	0.08
Basketball (Girls)	Head	0.16	0.17	0.18
	JV	0.09	0.10	0.11
	9th Grade	0.07	0.08	0.09
	8th Grade	0.06	0.07	0.08
	7th Grade	0.06	0.07	0.08
Swimming	Head	0.13	0.14	0.15
	Assistant	0.07	0.08	0.09
Wrestling	Head	0.13	0.14	0.15
	Assistant	0.07	0.08	0.09
	JH Wrestling	0.06	0.07	0.08
Cheerleading	HS Basketball	0.05	0.06	0.07
	JH Basketball	0.03	0.04	0.05
Winter Facilities Manager		0.06	0.07	0.08
Winter Weight Room		0.015	0.025	0.035

2026-2027 Base = $43,084
2027-2028 Base = $44,592
2028-2029 Base = $46,153

		0-2 Years Index	3-9 Years Index	10+ Years Index
Baseball	Head	0.13	0.14	0.15
	JV	0.07	0.08	0.09
Softball	Head	0.13	0.14	0.15
	JV	0.07	0.08	0.09
Track	Head	0.13	0.14	0.15
	Assistant (3)	0.07	0.08	0.09
	JH (2)	0.06	0.07	0.08
Tennis	Boys	0.07	0.08	0.09
Spring Facilities Manager		0.06	0.07	0.08
Spring Weight Room		0.015	0.025	0.035
Summer Weight Room		0.015	0.025	0.035

EXTRA CURRICULAR PAY NOTES

$300 one-time stipend upon initial qualification as a mentor, as prescribed by the Ohio Department of Education and Workforce. Teachers must be deemed "mentor qualified" by May 1 of the school year in which mentor training is received. Payment will be made upon Principal authorization on the last pay of the fiscal year. Teachers with less than three (3) years teaching experience in the district are not considered "mentor qualified" and are not eligible in that case the teacher receives the $300 per the criteria above.

Any teacher who fulfills two (2) extracurricular contracts will receive a $200 bonus.

Any teacher who fulfills three (3) extracurricular contracts will receive a $300 bonus.

Any teacher who fulfills four (4) extracurricular contracts will receive a $500 bonus.

Any Board approved experience will count as credit towards experience increases in the same sport regardless of level. Boy and girl athletics are the same for the purpose of this section.

All other positions require verifiable paid years of experience specific to the supplemental position at any level.

Tennis must have at least four (4) players to fill the position.

All athletic positions must have a team to fill the position.