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NEGOTIATED AGREEMENT

between the

INDIAN VALLEY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

and the

INDIAN VALLEY TEACHERS' ASSOCIATION

July 1, 2026 through June 30, 2029

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ARTICLE 1 – RECOGNITION

1.01 The Board of Education of the Indian Valley Local School District, hereinafter referred to as the "Board," recognizes the Indian Valley Teachers' Association, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all certified professional personnel including long term substitutes, but excluding casual substitutes, supervisors, and administrative personnel as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 2 – PROFESSIONAL NEGOTIATIONS PROCEDURE

2.01 Scope of Negotiations

The Board and the Association agree to bargain all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

2.02 Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and/or reaching mutually satisfactory agreements. At any negotiation session, either party may be represented by no more than six (6) representatives.

2.03 Negotiation Meetings

All negotiation meetings will be held in executive session unless otherwise agreed upon, and will include the right to meet separately to caucus for reasonable periods of time. Each negotiation session, if held after school hours, shall be limited to three (3) hours unless extended by mutual agreement. At the close of each meeting, the next meeting shall be scheduled until the negotiations are completed.

2.04 Negotiation Timeliness

Negotiations shall commence after the request of either party to the other party. Such request shall be not earlier than ninety (90) days prior to the expiration of the existing contract, and not later than sixty (60) days prior to the expiration of the contract.

2.05 Submission of Issues

Specific items shall be submitted, in writing, by the Association to the representative(s) of the Board at the first meeting. Following submission of the Association issues, the Board shall submit, in writing, any specific items it wishes to discuss to the Association's representative(s) at the first meeting. No additional items shall be submitted by either party following this exchange unless mutually agreed by the parties.

2.06 Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

2.07 Progress Reports

While discussions are in process, any written release prepared for news release will be approved by both groups. If impasse is declared, either party can release information without the other party's consent. Nothing shall prevent the Association from communicating with its membership or the Board team from communicating with the Board during the course of negotiations.

2.08 Reaching Agreement

As tentative agreement is reached on the issue(s), it shall be reduced to writing and initialed by each party. When consensus is reached, covering all areas under discussion, the proposed total agreement shall be reduced to writing as a tentative agreement, and submitted to the Association and the Board for approval. The parties will have thirty (30) days to ratify the tentative agreement from the date tentative agreement is reached on the last unresolved issue. When approved by both parties, the Agreement shall be signed by the officers of the Association and/or the members of the negotiating team and by the Board President, the Board Treasurer, and the Superintendent.

2.09 Dispute Resolution Procedure

A. If fifty (50) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

B. This dispute resolution procedure is mutually agreed to by the parties under ORC 4117.14(c)(1)(f) and is intended to supersede the procedures contained in ORC 4117.14.

C. The Association agrees that there will be no strike during the term of this Agreement.

D. However, the Association retains its right to invoke the provisions of ORC 4117.14(D)(2) should the dispute resolution procedure listed above be unsuccessful.

E. Both parties agree that this procedure is the final step in negotiations.

F. The parties agree that this item shall apply to all future negotiations.

2.10 Intent of Parties

It is the intent of the parties that any item currently contained in this Agreement and not changed by negotiations shall remain a part of any subsequent contract. Anything not changed remains the same as in the previous agreement.

2.11 Distribution of Agreement

The Board shall provide every member of the bargaining unit a copy of the contract as well as all administrators and Board members. The Association shall receive an additional fifty (50) copies of the contract for its use. The contract shall be printed by an outside union printer and set up in a contract format. The cost of printing the contract shall be equally divided between the Board and the Association.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.01 Rationale

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured prompt, impartial, and fair hearings on their grievances. No reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

3.02 Purposes and Objectives

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

B. All parties agree that grievance proceedings should be handled in a confidential manner.

C. Nothing contained herein shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided normal communication channels are followed.

D. (Refer to the Administrative Organization Chart in the Policy Handbook). Such discussions shall not waive the right of an employee to file a grievance.

3.03 Definitions

A. Grievance

A grievance is a claim based upon an event or condition which adversely affects an employee or group of employees in the interpretation or application of the Negotiated Agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed to.

B. Grievant

An employee, group of employees, or the Association who file(s) a grievance.

C. Immediate Supervisor

The building principal.

D. Day

During the school year a "day" shall be a school day. During the time when school is not in session, a "day" shall be a work day except for holidays.

3.04 Lodging a Grievance

A. The employee shall have the right to drop the grievance at any level of the procedure.

B. All meetings held in regard to grievances beyond Level 1 shall be held outside of the regular school day.

C. All formal grievances must be filed within ten (10) days from the time the grievant knew or should have known of the act or condition on which the grievance is based.

3.05 Procedure

A. Level 1

An employee may first discuss the grievance with the immediate supervisor upon knowledge that a potential grievance may exist.

B. Level 2

If the grievant is not satisfied with the results of Level 1, a written formal grievance may be submitted to the immediate supervisor. The grievance shall be filed on the grievance form (see Appendix A) specified by the negotiated

agreement. Within five (5) days of receipt of the form, the administrator shall conduct a hearing to ascertain the facts of the grievance. Within five (5) days of the hearing, the administrator shall render a written response to the grievance. The decision will be recorded on the grievance form and signed by the administrator. Additional pages may be used by the administrator in his/her response.

C. Level 3

If the grievant is not satisfied with the results of the Level 2 decision, the grievant may continue the formal procedure by submitting the formal grievance to the Superintendent within five (5) days of receipt of the Level 2 decision. Within five (5) days of receipt of the grievance form, the Superintendent shall render a written response to the grievance on the appropriate form and shall sign the form. Additional pages may be used by the Superintendent in his/her response.

D. Level 4

If the grievant is not satisfied with the results of the Level 3 decision, the grievant may continue the formal procedure by submitting the formal grievance to the Board within five (5) days of receipt of the Level 3 decision. Within thirty (30) days, or at the next regularly scheduled Board of Education meeting, whichever occurs first, the Board shall conduct a hearing to ascertain the facts of the grievance. Within ten (10) days of the hearing, the Board shall render a written decision regarding the grievance. The Level 4 step may be waived by mutual agreement of the parties.

E. Level 5

1. If the decision by the Board at Level 4 does not resolve the grievance, or the parties mutually waived the step at Level 4, the grievance may be appealed to the Federal Mediation and Conciliation Service (FMCS). The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from the receipt of the Board's written response to the grievance.

2. Both parties must mutually agree to utilize this step. If not, the grievance proceeds to Level 6.

3. The parties will attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator.

4. The mediation will be conducted pursuant to FMCS rules and regulations.

5. Should the grievance not be resolved in mediation, the grievance may proceed to Level 6.

6. Any costs incurred from the mediation process shall be divided equally between the Board and the Association, including the cost of substitute teachers for those bargaining unit members participating in the mediation.

F. Level 6

1. If at Level 5 Mediation or, the action taken by the Board, does not resolve the grievance to the satisfaction of the Association, the Association may submit the grievance to arbitration. Failure to file such appeal within ten (10) days from the receipt of the memorandum of the Board on said grievance shall be deemed a waiver of the right to appeal.

2. Upon submission of the issue to arbitration, the Association shall petition the American Arbitration Association (AAA) for a panel of arbitrators. The arbitrator shall be selected according to AAA Voluntary Rules.

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

4. The decision of the arbitrator shall be final and binding upon the parties.

5. The costs of the arbitrator and hearing shall be paid by the losing party.

3.06 Miscellaneous

A. The Board reserves the right to be represented by counsel. The grievant may be represented by counsel or by any other person of the grievant's choice at each step of the formal procedure.

B. The sole remedy available to any employee for any alleged breach of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he/she presently has.

C. Grievance Procedure Meetings called during the school day by the Board or Administration shall be held without loss of pay to the employee.

D. The number of days indicated at each step is considered a maximum. The time limits may be extended by mutual agreement of the grievant and the administration.

E. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

F. Failure at any level of an administrator to communicate the decision within the specified time limit shall result in the grievance proceeding to the next level.

G. All grievances shall be filed at the lowest possible level. This lowest possible level means that level of the grievance procedure at which the administrator hearing the grievance has the authority to resolve the grievance.

ARTICLE 4 – LEAVES OF ABSENCE

4.01 Sick Leave

A. Sick leave shall be accumulated at the rate of one and one-fourth (1-1/4) days per month up to fifteen (15) days per year with an accumulation of two hundred forty (240) days.

B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family as used in this section shall mean, except as modified below, spouse, children, step-children, grandchildren, parents, parents-in-law, brother, sister, another person living in the same household, or for whom the employee has a legal or custodial responsibility. (Legal documentation of custodial responsibility must be provided.)

C. For a death in the immediate family and for the death of a sister, brother, grandparents, grandchildren, step-grandchildren, grandparents-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law. Use of sick leave is limited to five (5) work days with additional days being considered under Personal Leave. If the death should require travel and/or circumstances beyond the employee's control, additional days beyond the five (5) days may be added upon approval of the Superintendent.

D. Doctor and/or dentist appointments for the employee and his/her immediate family which cannot be made during non-school hours shall be appropriate use of sick leave.

E. One (1) day of sick leave each school year may be used to attend the funeral of a close friend or of a relative not defined as immediate family. A second day may be granted, if necessary, for travel to that funeral. Any days beyond this two (2) day allowance would require the use of personal leave.

F. In a medical crisis situation wherein an employee has exhausted his/her sick leave, that employee may request additional paid leave from days contributed by other employees. In such a crisis situation, the Superintendent and President of the Association will meet to discuss alternatives to help address this situation. Recommendations will be presented to the Board of Education for final approval.

G. The Board of Education recognizes an employee's need for leave at the time of birth or adoption of a child. Employees are entitled to all the rights provided by the Family Medical Leave Act in these situations.

Female bargaining unit members may elect to use up to thirty (30) days of paid sick leave during the six (6) week period beginning immediately following the birth or adoption of a child. Male bargaining unit members may elect to use up to ten (10) days of paid sick leave for workdays missed during the two (2) week period beginning immediately following the birth or adoption of a child. Additional days may be granted based upon medically documented necessity provided by a licensed physician.

H. A doctor's note is required under the following conditions:

1. Upon the use of four (4) consecutive sick days.

2. Upon the use of ten (10) or more sick days without medical documentation in an academic year (July 1 – June 30). Any absence that is covered with medical documentation is not included in these days.

I. Each newly hired employee and each regular employee who has exhausted his/her accumulated sick leave shall be entitled to a one-time advancement of five (5) days of sick leave, to be charged against sick leave he/she subsequently accumulates under this section. This advancement cannot occur again in a future school year until the previous advancement days have been replenished.

4.02 Personal Leave

A. Each certificated employee shall be granted up to three (3) days unrestricted personal leave each school year. Up to two (2) unused personal days may be rolled over to the next school year, whereby each bargaining unit member may accumulate up to a maximum of five (5) days of personal leave. Up to two (2) unused personal days may be rolled over as sick leave to the next school year at the request of the employee. The number of days rolled over to the next school year cannot exceed the employee's personal leave balance at the end of each school year.

A written or email request must be submitted to the Treasurer by June 10 after the close of the school year if an employee chooses the sick leave roll over option. If the employee does not communicate his/her sick leave roll over request to the Treasurer by June 10, the unused personal days will be treated as unused personal days consistent with the provisions of 4.02.

B. Personal leave shall be requested on the Personal Leave Request Form (see Appendix B) at least two (2) days before the expected period of absence, except in an emergency.

C. Personal leave shall not be considered granted until approved in writing by the Administrator.

D. Personal leave is not chargeable against Sick Leave.

E. Personal leave cannot be used for a purpose which would be permissible use of Sick leave.

F. Approval and use of personal leave days:

1. May be denied when three (3) members of a building staff already have personal or professional leave scheduled.

2. Is not permitted on professional development or inservice days. Request may be made of the Superintendent to approve use on these days due to extenuating circumstances. Such requests must be made at least two (2) business days in advance.

3. Is not permitted on the evenings of parent-teacher conferences.

G. An employee who has accumulated three (3) or more personal days may request to be paid the rate of two hundred fifty dollars ($250) for three (3) of the personal days. Any remaining personal days shall roll over to the following school year. A written or email request must be submitted to the Treasurer by June 10 after the close of the school year for which payment is sought.

4.03 Assault Leave

A. A school employee may be absent from duty due to physical disability resulting from an assault which occurs in the course of employment. Assault, accidents, or injury arising from private activities or situations are excluded.

B. In order to qualify for Assault leave, which shall not be charged against sick leave or other leave, the following guidelines shall be observed:

1. Pursuant to Section 3319.143 of the Ohio Revised Code, an employee who is unable to work because of a physical injury received in the course of employment with the Indian Valley Local Board of Education resulting from an assault shall receive full pay, subject to limitations set out in Item F below, less any compensation received under the Workers' Compensation Act of Ohio (required to apply) or from other employment.

2. Course of employment is defined as activities engaged in during school hours, plus those Indian Valley Local District extra curricular activities where the employee is present.

3. The determination as to whether or not the physical disability is a result of an assault which occurred in the course of Board employment shall be made by the Board.

4. The employee filing for Assault leave shall submit a signed statement to justify the use of said leave.

5. The statement shall state the nature of the disability and the expected duration of the absence.

6. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be presented.

7. The Board may require an initial or additional examination by a physician appointed by the Board.

8. The employee's past physical condition shall be reviewed. Temporary illnesses or injuries, or injuries initially sustained other than by assault shall be included when the application is presented.

9. Falsification of any documents submitted to the Board is grounds for suspension pending action on termination of employment under Section 3319.16 of the Ohio Revised Code.

C. Payment of Assault leave shall be at the regular rate of pay in effect for the employee at the time of said assault. No increment or service penalty shall be assessed.

D. The duration of the leave shall not exceed sixty (60) days and is subject to the following factors:

1. The end of the employee's limited term contract. The limited contract may be renewed according to criteria outlined by the Ohio Revised Code. The disability shall not be the determining factor in the contract renewal.

2. The resignation of the employee.

3. The determination of eligibility for retirement benefits by the retirement systems because of age or disability.

4. The termination of the contract between the employee and the Board by any other method.

E. An additional sixty (60) days may be approved by the Board upon the presentation of documented evidence justifying the request.

F. The employee, by written request, may return to work in his/her former or another position for which he is qualified, upon authorization of the Board.

G. Certification by a licensed physician may be required by the Board.

H. The Board may require an examination, at any time during the leave, by a physician appointed by the Board.

I. The employee agrees to pursue all reasonable school and/or legal action possible against the person or persons involved, if they are identified.

4.04 Unpaid Leaves of Absence

A. The Board may grant, upon the written request of an employee, a leave of absence for a period of not more than two (2) consecutive school years for educational, professional, or other purposes. When such leave is by reason of illness or disability, the Board is required to grant such leave.

B. In cases of maternity, a leave of absence shall be granted for the remainder of the current school year.

C. The following provisions shall be adhered to, when applicable:

1. The initial length of the leave shall extend at the discretion of the Board, except in cases of illness or disability.

2. The leave must be requested no later than sixty (60) days prior to the beginning of the leave, except in cases of emergency nature.

3. If the employee requests an early termination of leave, the Board shall have the option of approval or disapproval.

4. Notification, in writing, must be received by the Superintendent on or before May 1st, as to the employee's intention for the coming school year.

5. Upon return from an unpaid leave, the employee shall resume the contract status held prior to the leave. Consideration will be given to returning the employee to the same or similar assignment held prior to the leave, taking into account the impact on the school district as a whole.

6. An employee may continue with the district's group insurance policies by notifying the Treasurer, in writing, at the time the leave is requested and by paying the full premiums on those policies he/she wishes to keep in force. The payment must be made, to the Board, on or before the first of

each month. This provision is applicable only upon approval of the carrier.

7. An employee who is adopting a child is entitled to a leave under the provisions of this section.

8. Additional requirements for a leave due to illness or disability:

   a. A written and signed statement from a licensed physician stating the reason and duration.

   b. The portion of the requested leave taken by an employee due to pregnancy may, at the employee's option, be charged to her available sick leave.

   c. An employee returning from such leave shall furnish a written signed statement from a licensed physician that she is able to assume her regular duties.

9. The Board may require an initial or additional examination by a physician appointed by the Board. The Board will pay for the cost of such examination if said examination is not covered by current insurance coverage.

4.05 Federal Family and Medical Leave

The Board agrees to comply with the Federal Family Medical Leave Act (FMLA).

4.06 Unpaid One- (1) Day (Dock/Deduct Day) Leave Requests

A. All requests for isolated unpaid leave (deduct) day must be submitted to the Superintendent no later than sixty (60) days in advance of the day(s) being requested.

B. The employee making the request must present to the Board of Education at the next regular meeting of the Board, following submission of the request, for the purpose of giving the Board a month to consider the request. The presentation will be held in executive session if it is permitted by O.R.C. §121.22.

C. The Board may require additional information or documentation pursuant to the request.

D. The Board will vote to grant or deny the request at the next regular Board meeting following the employee's presentation.

E. The procedure set forth above shall be completed within sixty (60) days of the making of the request.

F. The employee may request the Board to reconsider its decision. If the Board denies reconsideration, then the employee may initiate the grievance process at Level 5.

G. In the case of an emergency or unforeseen circumstance, the employee may submit the request for one (1) day of unpaid leave to the Superintendent, not subject to the timelines listed above. The Superintendent shall be responsible for making the determination. The Superintendent and employee shall meet to discuss the request. The Superintendent will make his/her decision within two (2) business days of the meeting. The decision of the Superintendent shall not be subject to the grievance procedure. An employee would be permitted to request another deduct day that is not contiguous, in the case of emergency or unforeseen circumstance, that is subject to the final decision of the Superintendent.

H. All other leave requests would follow the collective bargaining agreement, or the procedure set forth in O.R.C. §3319.13.

ARTICLE 5 – TEACHER'S DAY AND YEAR

5.01 Teacher's Day

The teacher's day shall include a thirty (30) minute duty-free lunch period. The teacher day shall be seven (7) hours and thirty (30) minutes. The student day shall be no longer than seven (7) hours. Meetings and special duty assignments may extend beyond the regular teacher's day in accordance with the provisions outlined in 5.02.

5.02 Building Meetings

A. Teachers shall be required to attend building meetings. Building meetings may be held at the administrator's discretion, but would typically occur not more than one (1) per month. Building meetings would typically last one (1) hour or less. Advanced notice for meetings lasting longer than one (1) hour must be given. The total number of hours for building meetings outside the Teacher Day described in 5.01 shall not exceed nine (9) hours in a school year.

B. Dates and times of regular building meetings will be announced to staff members at least one (1) week in advance. Agendas for regular building meetings will be provided to staff members at least one (1) workday in advance. Additional items may be added to the agenda as necessary.

C. There are times building meetings are necessary due to extenuating circumstances such as a student tragedy, a staff tragedy, and community issues. Such meetings fall outside the scope of 5.02 A and B.

5.03 Teacher Bus Drivers

Any teacher employed by the Board as a bus driver shall be exempt from Section 5.01 and 5.02 above.

5.04 Travel Between Buildings

Teachers traveling between buildings shall not be required to use the duty-free lunch period for travel.

5.05 Planning Time

A. Elementary Teachers

1. Each elementary teacher will have the equivalent of two hundred (200) minutes planning time during the student week. Time counted in these two hundred (200) minutes will be in increments no shorter than fifteen (15) minutes.

2. Each elementary teacher will have at least one (1) continuous thirty (30) minute block of time each day.

3. Teacher based team (TBT) / grade level / department or any similar type meetings scheduled within the work day shall not occur more than one (1) time per week unless mutually agreed upon by the bargaining unit members of the team. The length cannot exceed fifty (50) minutes. It is understood that these meetings may preclude the continuous thirty (30) minute continuous block in 5.05 A.2.

B. Secondary Teachers

Junior and Senior High teachers shall receive a minimum of five (5) planning periods per week equal to the length of a teaching period.

C. Coverage during Planning

Administration may request a teacher to provide class coverage during his/her planning time. Teachers agreeing to provide class coverage during his/her planning period shall be compensated twenty dollars ($20.00) as long as the teacher submits a time sheet.

5.06 Teachers' Year

The teachers' year shall be one hundred eighty-four (184) days in length for all previously employed staff members. Teachers new to the district shall have a work year of one hundred eighty-four (184) days plus up to four (4) orientation days that may occur

prior to or during the school year. Employees new to the district will receive substitute pay for the orientation days.

5.07 Extended Assignments

Teachers on extended assignments before and after the regular school year shall be paid their per diem rate for each day of work. Committee work and other special assignments are excluded from this provision.

5.08 Copy Equipment

Each building shall have available, for staff use, equipment to reproduce copies. This equipment will be maintained and kept in good working order. Procedures will be developed by the building principal, with the input of teacher representatives selected by the Association, to ensure that teacher needs are met in determining the use of the equipment.

5.09 Release Time for Special Education and Gifted Teachers

A. Each special education teacher shall receive two (2) days of release time per school year to write initial or annual review documents.

B. Each gifted teacher shall receive one (1) day of release time per school year to write initial or annual review documents.

ARTICLE 6 – CLASS SIZE

6.01 Every effort will be made to keep K-5 class sizes less than twenty-eight (28) students. In an effort to maintain room for new residents that move in to the district, a cap of seventy-five (75) students per grade level at each elementary building will be used as a guideline when considering new applications for open enrollment students. This guideline shall not apply to any open enrollment renewal applications.

6.02 It is understood there are exceptions that merit the approval of new open enrollment applications in which the seventy-five (75) cap per grade level at each elementary building may be exceeded. Such exceptions include:

A. The new open enrollment student is a child, or under the legal guardianship, of an Indian Valley employee.

B. The new open enrollment student has older siblings already attending Indian Valley.

C. A family with multiple students applies for open enrollment and one (1) of the students is in a grade level that exceeds the cap.

D. A student who has been attending Indian Valley as a resident of the district and relocates outside the district may be approved as a new open enrollment student.

E. Other unforeseen extenuating circumstances as determined by the Superintendent.

6.03 A. If an elementary classroom in grades K-2 has a class size of twenty-six (26) or more students, a four (4) hour educational aide is to be assigned to that class daily.

If an elementary classroom in grades 3-5 has a class size of twenty-eight (28) or more students, a four (4) hour educational aide is to be assigned to that class daily.

B. If the student class size for an entire grade level of either Kindergarten, 1st grade, or 2nd grade at one of the elementary schools reaches eighty-five (85) or more students, an additional classroom teacher will be hired for that respective grade level.

C. If the student class size for an entire grade level of either 3rd grade, 4th grade, or 5th grade at one of the elementary schools reaches eighty-eight (88) or more students, an additional classroom teacher will be hired for that respective grade level.

D. Students receiving the entirety of their ELA *and* Math instruction in a resource room will not be included in the class counts set forth in 6.03 A, B, and C.

E. August 1 will be used as the official class size number for the hiring of an additional teacher per 6.03 B and C. The second Monday in September will be the date used for determining the need of an educational aide per 6.03 A.

F. Any new teacher hired as a result of a position created according to 6.03 B or C shall be awarded a one (1)-year contract and shall have no expectation of continued employment beyond the length of that contract. The one (1)-year contract shall automatically expire at the conclusion of the school year without further action by the Board, including the nonrenewal of their contract.

ARTICLE 7 – CALENDAR

7.01 The Association may present to the Superintendent, prior to January 5th, the calendar they wish to submit for consideration as a common calendar for the Buckeye Career Center. The calendar will be submitted as one (1) of the calendars considered by the Superintendents of the various districts, which must allow for Martin Luther King and Presidents' Day as days off from school for students.

7.02 In compliance with State law, all make-up days will be listed on the adopted calendar and distributed to staff. The Association will have a voice in the designation of calamity conferences by including these days on the calendar submitted to the Superintendent for consideration.

ARTICLE 8 – PERSONNEL FILE

8.01 The Board shall maintain an official personnel file in the District Administrative Office for all employees. The purpose of the files is to serve as the official repository of job related information.

8.02 The Board shall protect the confidentiality of bargaining unit member personnel files to the fullest extent of applicable law. At no time and under no circumstances shall an employee's confidential personnel file be opened to the public or any part of its contents be revealed, conveyed or in any manner transmitted to the public or members of the news media by the Board, until the employee has been notified of the request to view the file and has been given a reasonable opportunity to be present when the file is opened.

8.03 Each employee, upon request, shall have the right to review the contents of his/her own personnel file. The review shall be made in the presence of the Superintendent or his designee. The employee may request a copy of any or all materials in his/her file. The cost of reproducing the material so requested may be charged to the employee. This access may occur at a time mutually agreeable to the employee and the Superintendent, normally outside the employee's scheduled workday. This access will be made available to the employee within three (3) working days following the request for access whenever possible.

8.04 The employee shall have the right to be accompanied by a person of his/her choice when reviewing the file and shall have the right to respond, in writing, to material in the file. Said response shall be attached to, and become a part of the file.

8.05 Obsolete material may be removed from the file only upon the recommendation of the Superintendent.

8.06 Negative information which may affect the re-employment of the teacher will not be placed in the official personnel file in the District Offices without the teacher being given a copy of said material.

8.07 Employees shall also have the right to review their personnel file maintained by the building principal. The review shall follow the procedures outlined in this Article.

8.08 All materials which are placed in the personnel file of an employee shall be identifiable as to source and no anonymous letters and/or complaints will be placed in the file.

ARTICLE 9 – EVALUATION

9.01 Evaluation Overview

A. General Overview, Goal, and Definitions of Evaluation

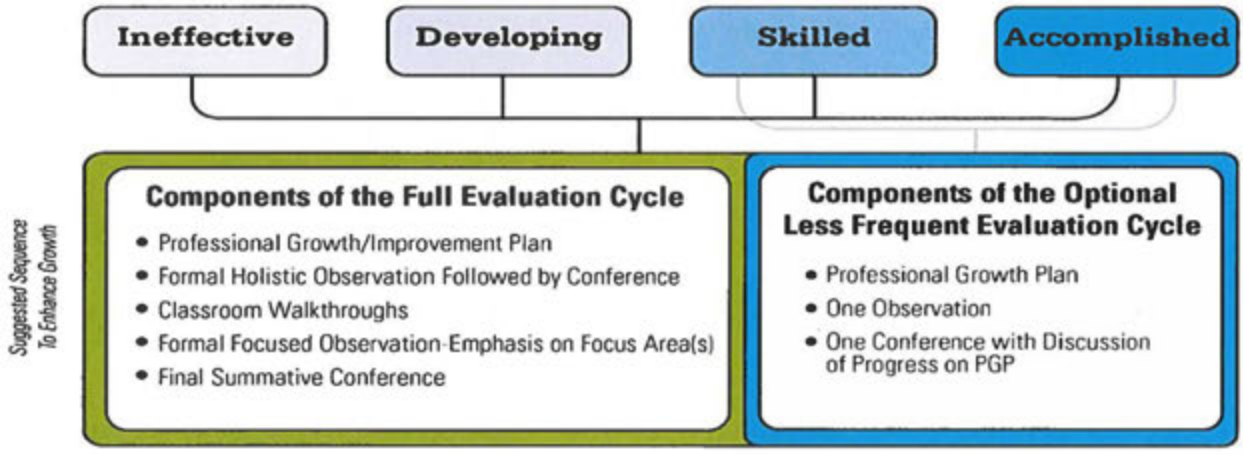
The evaluation of teachers, who spend 50% or more of their time providing content-related student instruction, shall be in accordance with this procedure, as stated in Article 9 and the Standards-Based Teacher Evaluation Policy adopted by the Board of Education, in consultation with teachers, which align with the *Standards for the Teaching Profession* set forth in state law. The goal of the policy and evaluation procedure is to improve/maintain the performance level of the staff as well as improve the overall educational process of the Indian Valley Local School District.

The Board and Association agree that the definitions prescribed in Ohio Revised Code 3319 pertaining to the Standards-Based Teacher Evaluation Policy shall be recognized when carrying out the provisions of Article 9.

B. OTES 2.0 Framework

Essential components of the full evaluation consist of a Professional Growth Plan or Improvement Plan, two (2) required conferences, two formal observations of at least 30 minutes each, and at least two (2) classroom walkthroughs. Explicitly:

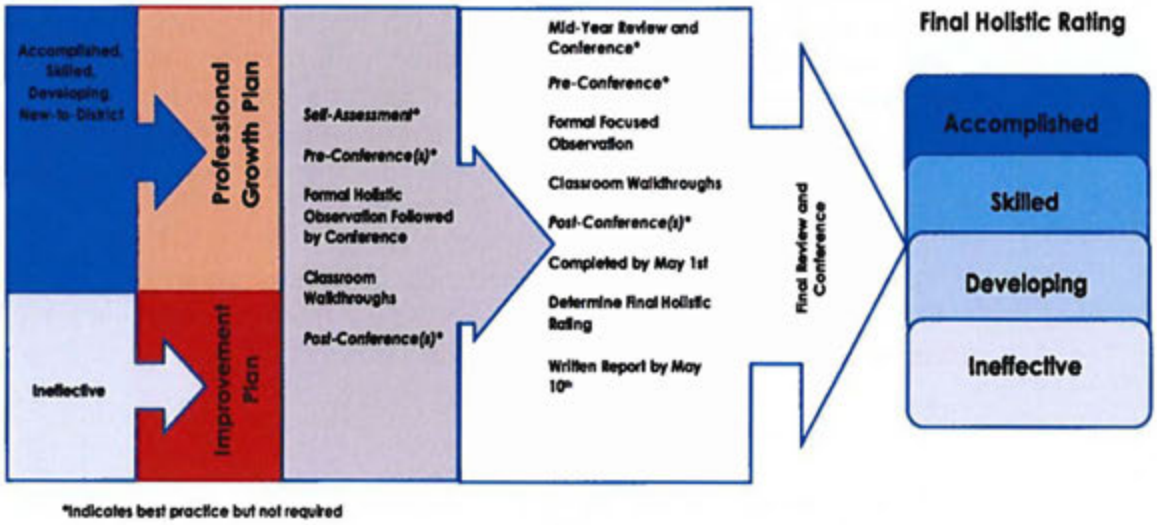
1. One (1) Professional Growth Plan or one (1) Improvement Plan.
2. One (1) Formal Holistic Observation, followed by a conference;
3. Two (2) Classroom Walkthroughs with an emphasis on identified focus area(s) when applicable;
4. One (1) Formal Focused Observation with an emphasis on identified focus area(s); and
5. One (1) Summative Conference.



9.02 Full Evaluation Cycle

A. Teacher Performance: Full Evaluation

The following figure communicates components of an OTES 2.0 full evaluation:



B. Professional Growth Plan (PGP) and Improvement Plan (IP)

Annually, each teacher must develop either a PGP or an IP. The plan must be based upon the results of the evaluation available while serving in the District. All teacher PGPs and IPs must also be aligned to any district and/or building improvement plan(s).

1. Professional Growth Plans

a. A teacher who is new to the District will develop a PGP collaboratively with his/her evaluator.

b. A teacher with a Final Holistic Summative Rating of Accomplished will develop a self-directed PGP.

c. A teacher with a Final Holistic Summative Rating of Skilled will develop a PGP working jointly with his/her evaluator.

d. A teacher with a Final Holistic Summative Rating of Developing will develop a PGP guided by his/her evaluator.

e. Conferences between the teacher and evaluator are not required in the development, implementation, or assessment of the PGP. However, if either the teacher or the evaluator requests a conference to better facilitate this process, the other party will oblige.

f. PGP goals must align to any district improvement plan, building improvement plan, district vision, and/or district mission.

g. PGP goals must be measurable; evidence toward the measurable goals may be qualitative, quantitative, or both.

h. PGPs are independent of Individual Professional Development Plans used in Ohio's license renewal process.

i. The process for developing a PGP for a particular school year may begin any time after issuance of the Final Holistic Summative Rating from the preceding school year, as long as it is mutually agreeable between the teacher and evaluator to do so. Otherwise, the process will begin after the start of the particular school year.

j. A copy of the PGP will be documented in the teacher personnel file for each evaluation cycle.

2. Improvement Plans

a. A teacher with a Final Holistic Summative Rating of Ineffective will be placed on an IP developed by the evaluator.

b. The District has the discretion to place any teacher on an IP at any time based on any documented deficiency in the evaluation process, and these steps shall be followed prior to the writing and implementation the IP.

i. The Superintendent shall approve the recommendation of an evaluator to place a teacher on an IP.

ii. The teacher shall meet with the evaluator and Superintendent so the reason(s) for the IP can be explained. The teacher may have a representative attend the meeting. The teacher may waive his/her right to the meeting in writing to the Superintendent.

c. When an evaluator initiates an IP, s/he must:

i. Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;

ii. Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;

iii. Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;

iv. Determine additional education or professional development the teacher needs to improve in the identified area(s);

v. Gather evidence of progress or lack of progress;

vi. Reassess the teacher's performance in accordance with the IP;

vii. Once reassessment is complete, if an acceptable level of improvement has been documented, the evaluator may move the teacher to a PGP.

viii. Once reassessment is complete, if an acceptable level of improvement has not been documented, the evaluator may: 1) reinstate the IP with additional recommendations for improvement; or 2) initiate the process for removal of poorly performing educators as noted in 9.10.

C. Observations

OTES 2.0 establishes three (3) types of observations: 1) Formal Holistic observations, 2) Formal Focused observations, and 3) Classroom Walkthroughs/ Informal observations.

1. Formal Holistic Observations

a. Consists of an evaluator visiting during one (1) class period or viewing a class lesson.

b. Must be a minimum of 30 minutes in duration.

c. Will be announced.

d. The Formal Holistic Observation will precede the Formal Focused Observation.

e. Pre Conference for *Announced* Formal Holistic Observations:

i. Is not required for this observation if both the teacher and evaluator mutually agree to it not being held.

ii. Will occur if either the teacher or the evaluator expresses the desire to have a pre conference.

iii. The teacher or evaluator may initiate an exchange of pertinent information prior to the observation in lieu of a pre conference.

f. A post conference must occur within 10 school days of the observation, barring absence of the teacher or evaluator.

g. Identification of focus area(s) for the remainder of the evaluation cycle will occur at the post conference:

i. Teachers with a previous Final Holistic Summative Rating of Accomplished will select their own focus area(s).

ii. Teachers with a previous Final Holistic Summative Rating of Skilled, or new to the District, will select their focus area(s) in collaboration with their evaluator.

iii. Teachers with a previous Final Holistic Summative Rating of Developing will receive guidance from their evaluator to determine their focus area(s).

iv. Teachers with a previous Final Holistic Summative Rating of Ineffective will have their focus area(s) selected by their evaluator.

h. Documented in the teacher personnel file by a completed OTES 2.0 Teacher Performance Rubric signed and dated by both the teacher and evaluator.

2. Formal Focused Observations

a. Consists of an evaluator visiting during one (1) class period or viewing a class lesson.

b. Must be a minimum of 30 minutes in duration.

c. Will be announced.

d. Purpose is to collect evidence related to the focus area(s) identified during the Formal Holistic Observation post conference.

e. For teachers whose contracts are <u>not</u> set to expire at the conclusion of the school year, there will be one (1) Formal Focused Observation.

f. For teachers whose contracts are expiring at the conclusion of the school year, there will be two (2) Formal Focused Observations.

g. Pre Conference for *Announced* Formal Focused Observations:

i. Is not required for this observation if both the teacher and evaluator mutually agree to it not being held.

ii. Will occur if either the teacher or the evaluator expresses the desire to have a pre conference.

iii. The teacher or evaluator may initiate an exchange of pertinent information prior to the observation in lieu of a pre conference.

h. Post Conference:

i. A meeting for the post conference will occur if either the teacher or the evaluator expresses the desire to have one.

ii. In general, discussion between the teacher and evaluator should revolve around the identified focus area(s).

iii. The evaluator and teacher should also collaborate on recommendations for the teacher's next PGP or IP.

iv. The teacher may bring additional evidence for the evaluator to consider before determining a Final Holistic Summative Rating.

i. Documented in the teacher personnel file by an OTES 2.0 Teacher Performance Rubric, completed for the identified focus area(s) only, signed and dated by both the teacher and evaluator.

3. <u>Classroom Walkthroughs / Informal Observations</u>

a. Teachers in a full evaluation cycle will receive at least two (2) classroom walkthroughs.

b. May be announced or unannounced.

c. Will be less than 30 minutes in duration.

d. When applicable, will emphasize the identified focus area(s).

e. Additional areas of strength or areas for improvement may be noted.

f. Documented in the teacher personnel file by either the OTES 2.0 1) Walkthrough: General Form, or 2) Walkthrough: Open Ended Form, signed and dated by both the teacher and evaluator.

D. Final Holistic Summative Ratings

1. Gathering Evidence

a. Overall teacher performance is to be scored holistically. Evaluators consider evidence gathered during any pre conferences, formal observations, post conferences, classroom walkthroughs, informal conversations and evidence of practice and professionalism. Trends and patterns of performance over time may also be taken into consideration.

b. Observations and gathering of evidence for the evaluation is to be completed on or before May 1.

2. Performance Ratings

Final Holistic Ratings for each teacher will reflect the one (1) of the four (4) performance ratings embedded in the OTES 2.0 system:

a. Ineffective
b. Developing
c. Skilled
d. Accomplished

E. Concluding the Full Evaluation Cycle

1. A Final Summative Conference accompanying the issuance of the Final Holistic Summative Rating must occur as noted in 9.01, B.

2. Documented in the teacher personnel file by the OTES 2.0 Final Holistic Rating of Teacher Effectiveness – Full Evaluation Form, signed and dated by both the teacher and evaluator on or before May 10.

9.03 Less Frequent Evaluation Cycle

A. Frequency

1. Teachers who on their most recent evaluation received a Final Holistic Summative Rating of Accomplished will undergo the full evaluation cycle once every three (3) years, i.e. – two (2) carry-forward years.

2. Teachers who on their most recent evaluation received a Final Holistic Summative Rating of Skilled will undergo the full evaluation cycle once every two (2) years, i.e. – one (1) carry-forward year.

3. Teachers who on their most recent evaluation received a Final Holistic Summative Rating of Developing or Ineffective are not eligible for the less frequent evaluation cycle.

4. Any teacher whose contract expires at the end of the current school year is not eligible for the less frequent evaluation cycle, regardless of their most recent Final Holistic Summative Rating.

B. Professional Growth Plan (PGP)

1. Teachers in the less frequent evaluation cycle must still complete a PGP annually.

2. PGPs for those on a less frequent evaluation cycle still follow the criteria as described in 9.02, B, 1.

3. The District has the discretion to place any teacher on an IP at any time based on any documented deficiency in the evaluation process.

C. Observations During a Carry-Forward Year

1. Teachers in the less frequent evaluation cycle will receive a minimum of one (1) classroom walkthrough/informal observation to be completed on or before May 1.

2. May be announced or unannounced.

3. Will be less than 30 minutes in duration.

4. Documented in the teacher personnel file by either the OTES 2.0 1) Walkthrough: General Form, or 2) Walkthrough: Open Ended Form, signed and dated by both the teacher and evaluator.

D. Conferences During a Carry-Forward Year

1. Conferencing in regard to PGPs follow procedures listed in 9.02, B, 1, e.

2. A post conference for the classroom walkthroughs/informal observations will occur if either the teacher or evaluator expresses the desire to have one.

3. One (1) conference must occur by May 1 each carry-forward year to discuss progress on the PGP.

This one required conference will be documented in the teacher personnel file by the PGP Form with the conference listed as a *Date Discussed* on the PGP form.

9.04 High Quality Student Data (HQSD)

A key tenet of OTES 2.0 lies in the practice of choosing HQSD to guide instructional decisions and meet student learning needs. HQSD may be used in any component of the evaluation where applicable.

A. Each year, a teacher must use at least two (2) approved instruments to provide evidence of student learning attributable to the teacher.

B. HQSD shall include the value-added dimension when applicable to the grade level and subject taught by the teacher. If a teacher has only one (1) value-added measure, then the teacher shall use at least one (1) other approved measure of HQSD.

C. The Evaluation Committee, comprised of five (5) teachers and four (4) administrators, is responsible for approving HQSD instruments.

D. The Evaluation Committee will establish procedures for the approval of HQSD instruments according to the tenets of the OTES 2.0 process.

9.05 OTES 2.0 Forms

Standard OTES 2.0 forms will be used for teachers who spend more than 50% of their time in direct instruction of students. Forms may be either paper or electronic and may be adjusted in format, but the substance of each form will be retained. These forms are provided in Appendix D.

A. Self-Assessment Tool (no teacher required to complete; a resource for teachers)
B. Professional Growth Plan
C. Improvement Plan
D. Evidence Collection Form – Teacher Performance Evaluation Rubric
E. Walkthrough: General Form
F. Walkthrough: Open-Ended Form
G. Final Holistic Rating of Teacher Effectiveness - Full Evaluation (Summative)
H. Final Holistic Rating of Teacher Effectiveness – Accomplished or Skilled Carry Forward
I. High-Quality Student Data Verification Form

9.06 OTES 2.0 Workflow and State Reporting

A. The Ohio Evaluation System (OhioES) is an online educator evaluation system for use by Ohio districts and schools that are implementing OTES 2.0. Evaluators can collect and store growth and improvement plans, evidence and documented

observations to determine educator performance based upon the defined rubric. The electronic system will follow the frameworks for educator evaluation as adopted by the State Board of Education. Indian Valley teachers and evaluators may use the system to manage the workflow and to submit required state reporting.

B. If the State of Ohio changes the electronic work management and reporting system to something other than OhioES, the District and IVTA will meet to re-assess this position.

9.07 Evaluation for Teachers with Less than 50% Direct Instruction of Students

Teachers who spend less than 50% of their time in direct instruction of students are not subject to the provisions of OTES 2.0. However, evaluation of performance must still occur. 9.07 outlines the procedures for teachers in such a position.

A. Professional Growth Plans (PGP) and Improvement Plans (IP)

1. A written PGP is not required.

2. An evaluator may initiate an IP for a teacher whose performance is deficient. Although the IP does not have to utilize the OTES 2.0 IP Form, the process for an IP will follow the same outline as provided in 9.02, B, 2, b. and c.

B. Evaluation Cycles

1. For Teachers Whose Contract Expires at the End of the Year

a. Observations

i. Three (3) observations of at least 30 minutes in duration will be conducted and completed by May 1.

ii. Will be announced.

iii. For announced observations, a pre conference will occur if either the teacher or evaluator expresses the desire to have one.

iv. Documented in the teacher personnel file by the Observation Form: Less than 50% Direct Instruction, signed and dated by both the teacher and evaluator.

v. A post conference must occur within 10 school days of the observation, barring absence of the teacher or evaluator.

vi. If mutually agreed upon by the teacher and evaluator, signing and dating a completed observation form constitutes a post conference.

b. Summative Evaluation

i. Based upon evidence gathered during observations, informal observations of day-to-day work, informal conversations, and evidence of practice and professionalism.

ii. Will assign a final holistic summative rating of Accomplished, Skilled, Developing, or Ineffective.

iii. Summative evaluations will be completed by May 10.

iv. A conference for the summative evaluation will occur if either the teacher or evaluator expresses the desire to have one.

v. Documented in the teacher personnel file by the Summative Evaluation Form: Less than 50% Direct Instruction, signed and dated by both the teacher and evaluator.

vi. A post conference for the final observation and the conference for the summative evaluation may occur at the same meeting time.

2. For Teachers Whose Contract Does Not Expire at the End of the Year

a. Observations

i. One (1) observations of at least 30 minutes in duration will be conducted and completed by May 1.

ii. Will be announced.

iii. For announced observations, a pre conference will occur if either the teacher or evaluator expresses the desire to have one.

iv. Documented in the teacher personnel file by the Observation Form: Less than 50% Direct Instruction, signed and dated by both the teacher and evaluator.

v. A post conference must occur within 10 school days of the observation, barring absence of the teacher or evaluator.

vi. If mutually agreed upon by the teacher and evaluator, signing and dating a completed observation form constitutes a post conference.

b. Summative Evaluation

i. Based upon evidence gathered during observations, informal observations of day-to-day work, informal conversations, and evidence of practice and professionalism.

ii. Will assign a final holistic summative rating of Accomplished, Skilled, Developing, or Ineffective.

iii. Summative evaluations will be completed by May 10.

iv. A conference for the summative evaluation will occur if either the teacher or evaluator expresses the desire to have one.

v. Documented in the teacher personnel file by the Summative Evaluation Form: Less than 50% Direct Instruction, signed and dated by both the teacher and evaluator.

vi. A post conference for the final observation and the conference for the summative evaluation may occur at the same meeting time.

C. Forms

Forms related to the evaluation of teachers who spend less than 50% of their time in direct instruction with students are locally negotiated variations of those used for OTES 2.0. Forms may be either paper or electronic and may be adjusted in format, but the substance of each form will be retained. These forms are provided in Appendix E.

1. Observation Form: Less than 50% Direct Instruction
2. Summative Evaluation Form: Less than 50% Direct Instruction

9.08 Ohio School Counselors Evaluation System (OSCES)

A. School counselors shall be evaluated using the OSCES as required by the State of Ohio.

B. The OSCES performance rubric shall be used in the evaluation of all school counselors.

C. Gathering Evidence

Overall school counselor performance is to be scored holistically. Evaluators consider evidence gathered during any conferences, formal observations, conferences, walkthroughs, informal conversations and evidence of practice and professionalism. Trends and patterns of performance over time may also be taken into consideration.

D. Full Evaluation Cycle

1. Three (3) observation conferences will be conducted where evidence aligned to the performance rubric, and performance in general, is reviewed.

2. There shall be at least 10 workdays between each of the three (3) conferences.

3. The first observation conference will be specific to OSCES Standards 1 and 2 only. The second observation conference will be specific to Standards 3 and 4. The third observation conference will be specific to Standards 5 and 6. The metric of student outcomes will be reviewed each time.

4. An overall final summative evaluation rating shall be given in accordance with OSCES.

E. Less Frequent Evaluation Cycle

1. Frequency

a. School counselors who on their most recent evaluation received a Final Holistic Summative Rating of Accomplished will undergo the full evaluation cycle once every three (3) years, i.e. – two (2) carry-forward years.

b. School counselors who on their most recent evaluation received a Final Holistic Summative Rating of Skilled will undergo the full evaluation cycle once every two (2) years, i.e. – one (1) carry-forward year.

c. School counselors who on their most recent evaluation received a Final Holistic Summative Rating of Developing or Ineffective are not eligible for the less frequent evaluation cycle.

d. Any school counselor whose contract expires at the end of the current school year is not eligible for the less frequent evaluation

cycle, regardless of their most recent Final Holistic Summative Rating.

2. Observation Conferences

a. The evaluator and school counselor will conduct one (1) observation conference where evidence aligned to one (1) standard from performance rubric, the metric of student outcomes, and performance in general is reviewed.

i. School counselors with a previous Final Holistic Summative Rating of Accomplished will independently select which standard from the performance rubric, in addition to the metric of student outcomes, will be monitored during each carry-forward year.

ii. School counselors with a previous Final Holistic Summative Rating of Skilled will jointly, with their evaluator, select which standard from the performance rubric, in addition to the metric of student outcomes, will be monitored during the carry-forward year.

b. Additional observation conferences and performance reviews may be conducted at the request of either the school counselor or the evaluator.

F. Additional OSCES Appraisal Procedures

1. Only the evidence provided on the OSCESS performance rubrics and the final summative rating sheets (Appendix F) shall be kept as official evaluation records in the school counselor personnel files.

2. All observation conferences pertaining to the performance rubric will be complete by May 1 and the final summative evaluation by May 10.

3. Professional growth forms, and improvement plans as needed, will be those associated with OSCES and available through the Ohio Department of Education.

4. Workflow and State Reporting for OSCES may use OhioES as referenced in 9.07.

9.09 Additional Procedures Regarding the Evaluation Process

A. Evaluations shall be conducted by Indian Valley administrators who hold the appropriate Ohio Department of Education evaluator credentials.

B. A teacher may request a formal observation in addition to those required by this procedure, so long as adequate time exists to meet all required timelines for pre-conferences, post-conferences, and evaluation completion by May 1. Such requests may also result in an evaluator different from that which was originally assigned.

C. There shall be at least 10 work days between any formal holistic and formal focused observations.

D. No formal holistic or formal focused observation shall be conducted on the day before or after the following, unless it is mutually agreeable to both the teacher and the evaluator:

1. Administration of state standardized testing
2. Thanksgiving Break
3. Christmas / Winter Break
4. Easter / Spring Break

E. Consistent tardiness may be considered as a part of the evaluation.

F. Classroom walk-throughs shall not unreasonably disrupt and/or interrupt the learning environment.

G. The teacher may take a representative to any and all conferences in this procedure. The evaluator may also have another representative attend any and all conferences in this procedure.

H. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

I. The administration will not conduct an evaluation for a teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement on or before December 1 of the school year.

J. Leaves of absence shall not affect non-renewal procedures as described in Article 33.

K. If a teacher is being evaluated by someone other than his/her immediate supervisor or building principal, the teacher will be notified of their intended credentialed evaluator.

L. Teachers who have a final holistic summative rating of Developing or Ineffective may choose their credentialed evaluator from the district's approved evaluator list. However, any credentialed evaluator who already has twenty-five (25) or more formal observations scheduled for a school year cannot be requested by a teacher.

9.10 Removal of Poorly Performing Teachers

A. The following conditions will be used by the District for consideration in the removal of poorly-performing teachers:

1. After two (2) consecutive years of a final holistic summative rating of Ineffective.

2. After three (3) years of a final holistic summative rating of Developing in the most recent five (5) evaluations.

3. Failure to implement and/or show evidence of progression on their individualized Improvement Plan.

B. Nothing in this procedure will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law or the terms of this Negotiated Agreement. The evaluation system and procedures shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this procedure in accordance with ORC 3319.11 notwithstanding the teacher's summative rating.

9.11 Evaluation and Employment Procedures

The evaluation and observation procedures contained in this Article shall supersede the requirements under state law in ORC 3319.11 and 3319.111. No member of the bargaining unit shall be denied any rights guaranteed by Ohio law to appeal the Board's employment decision. Teachers hired beginning in the 2000-01 school year shall not have the right to appeal a nonrenewal decision, pursuant to ORC 3319.11, nor shall they have the right to request reinstatement through the grievance procedure in their first three (3) years of employment. However, such teachers shall only have the right to request a meeting with the Board to discuss the Board's decision on their employment.

9.12 Complaints

Any complaint made against a certified person by any parent, pupil, or other person which is entered into the personnel file and/or which may be used in an evaluation of a certificated person shall promptly be called to the attention of the certificated person. The certificated person shall be afforded the opportunity to answer or rebut such complaint in writing.

9.13 Updates of Evaluation Processes

A. Committee Structure and Responsibilities

1. The Evaluation Committee will be responsible for reviewing and updating the evaluation procedures not contrary to state law.

2. The committee shall be comprised of nine (9) members as follows: five (5) members of the bargaining unit, one (1) curriculum director, one (1) student services director, one (1) superintendent or designee, and one (1) other administrator selected by the superintendent.

3. Specific responsibilities of the committee include:

   a. Reviewing OTES and non OTES evaluation procedures and instruments.

   b. Reviewing, approving, and making recommendations regarding High-Quality Student Data (HQSD) instruments, processes, and procedures to provide evidence of student learning attributable to the teacher.

   c. Reviewing teacher HQSD instruments and notifying each teacher whether the instrument(s) was approved or rejected.

   d. Working with any teacher whose HQSD instrument(s) has been rejected in an effort to help the teacher fulfill his/her professional responsibility.

B. Legislative Impact

In the event of legislative action by the Ohio General Assembly that impacts in any way on the topic of evaluation, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

ARTICLE 10 – NON-TEACHING DUTIES

10.01 The Board reserves the right to determine teacher workload. However, the Board recognizes that a teacher's primary duty is to teach, and every effort shall be made, within the present staff, to equalize and/or rotate as many of the non-teaching duties as possible. For example: Homeroom, collecting of student monies, lunchroom duties, yearly cumulative records, study hall duties.

10.02 A Building Representative for the Association may present in writing to the Building Principal, prior to April 1st, teacher preferences to consider when developing the duty schedule for the following school year. The Association Representative and Building Principal may ask clarifying questions and give clarifying input during this exchange.

ARTICLE 11 – REDUCTION IN FORCE

11.01 When by reason of decreased enrollment of pupils, educational revisions, return to duty of regular teachers after Leave of Absence, lack of funds, suspension of school or territorial changes, a Board decides that it is necessary to reduce the number of teachers, it may make a reasonable reduction.

11.02 In making such reduction(s), the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools, who shall proceed as follows:

A. Determine the "teaching field affected," i.e., one (1) high school English position, two (2) elementary teaching positions, etc.

B. The Superintendent's recommendations shall be made according to the subjects listed on the teacher's certificate (in force on April 1st of the year the decision is made to reduce staff).

All of the affected teachers that the Board of Education plans to layoff shall be provided written notification by certified mail that his/her employment contract shall be suspended because of a reduction in force no less than (30) days prior to the effective date of the layoff.

C. Within the area of certification affected, teachers having temporary certification shall be suspended before any fully certificated teachers.

D. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Within a certification area in which RIF is occurring, the accompanying table will aide in determining the order in which teaching contracts are suspended. Level V teachers will be given preference over Level IV teachers, Level IV teachers preference over Level III teachers, Level III teachers preference over Level II teachers, and Level II teachers over Level I teachers.

Teachers will be placed in the highest Level for which (s)he meets both the experience and final summative rating criterion.

	Level I	Level II	Level III	Level IV	Level V
Experience	2 years or more	4 years or more	8 years or more	12 years or more	8 years or more
Final Summative Rating	0 ratings skilled or above in last 3 years	1 rating skilled or above in last 3 years	2 ratings skilled or above in last 3 years	2 ratings skilled or above in last 3 years	2 ratings accomplished or above in last 3 years and no rating below skilled

The sole use of final summative ratings as described above shall not commence until after May 10, 2019. (This represents three (3) complete cycles of applying a teacher's performance rating and his/her student growth measure to the evaluation rating formula in 9.04.)

Any necessary reduction in force occurring between the adoption of this agreement and prior to May 10, 2019 shall be on the basis of seniority and contract status within area of licensure.

E. Teachers who have taught two (2) years or more in the district whose continuing contracts or limited contracts are suspended through the RIF Procedure shall have the right to restoration in the district if and when teaching positions become available for which any of such teacher(s) are to become qualified.

Seniority shall not be the basis for rehiring a teacher, except when making a decision between the teachers who have comparable evaluations *after using the table above to call back in order of Level achieved by the teacher.*

F. Teachers placed on the RIF list may continue with the district's group insurance policies for the full length of time on the RIF list notifying the Treasurer, in writing, prior to the receipt of their last paycheck, and by paying the full premium on those policies they wish to keep in force. The payment must be made on or before the first of each month.

G. Recall Procedure

1. Teachers who qualify through the above stated procedure shall be placed on a RIF list.

2. Should a position for which a teacher is or becomes qualified becomes available, he/she will be notified by mail, registered or certified, addressed to the teacher's last known address. It is the responsibility of the teacher to notify the Superintendent of any change of address or phone number by mail, registered or certified.

3. If the teacher fails to accept re-employment, in writing, within fifteen (15) calendar days from the date the letter was mailed, said teacher shall be considered to have rejected the offer and he/she shall be removed from the RIF list.

4. A teacher who holds a continuing contract shall remain on the RIF list for forty-eight (48) months from his/her last day of active service in the district, unless:

   a. He/she fails to accept recall.

   b. He/she waives his/her rights in writing.

c. He/she does not keep a valid teaching certificate for those areas that he/she is on the RIF list on file with the Superintendent or County Superintendent.

5. A teacher who does not hold a continuing contract shall remain on the RIF list for a maximum of thirty-six (36) months from his/her last day of active service in the district, unless:

a. He/she fails to accept recall.

b. He/she waives his/her rights in writing.

c. He/she does not keep a valid teaching certificate on file with the Superintendent or County Superintendent for those areas for which he/she is on the RIF list.

H. Upon recall, the teacher shall be entitled to the same contractual status which was held prior to the RIF.

11.03 Seniority will be defined as the length of continuous service in the Indian Valley Local School District.

A seniority list shall be provided annually to the Association President upon request. The seniority list shall include contract status, certification/licensure, and Level achieved by a teacher as described on the table in 11.02 D. Within thirty (30) calendar days after the seniority list is provided, any objection to the list must be presented to the board. If no objection is made during the thirty (30) day period, no grievance can be filed over individual seniority dates as published.

The Levels achieved by teachers per the table in 11.02 D will be included on the seniority list starting at the conclusion of the 2016-2017 school year.

A. Authorized unpaid leaves of absence will not interrupt seniority, but time spent on such leaves will not count toward seniority.

B. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired; then

2. If any ties remain, by selecting a number from a container with each number representing a different employee, the first number selected will be the most senior and the next number selected will be the next most senior and so forth until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.

11.04 Teachers on the recall list will be called to substitute prior to contacting anyone on the substitute list.

ARTICLE 12 – SEVERANCE PAY AT RETIREMENT

12.01 An employee may elect, at the time of retirement (defined as Service Retirement as specified in Section 3307.58 and 3309.34 of the Ohio Revised Code) from active service with the Indian Valley Local Schools and with five (5) or more years of service with any political subdivisions where sick leave is accrued and transferable, to be paid in cash for the value of his/her accrued but unused sick leave credit.

12.02 Payment will be made at the rate of one-third (1/3) of the employee's accumulated sick leave to a maximum of sixty-four (64) days.

12.03 Such payments shall be based on the employee's per diem rate of pay at the time of retirement.

12.04 Payment for sick leave on this basis shall be considered to eliminate sick leave credit accrued by the employee at that time.

12.05 Such payment shall be made only once to any employee.

12.06 The written request for payment shall be submitted to the Board for approval along with a declaration and request for retirement.

12.07 Such payment shall be made no later than sixty (60) days after the effective date of retirement with the State Teachers' Retirement System.

12.08 If an employee who, in accordance with STRS regulations, has the minimum years of service to qualify for retirement, dies while actively employed in this school district, his/her severance pay at retirement will be paid to his/her estate unless the employee designates in writing that it be paid to someone else.

12.09 Retirement must be applied for within one (1) year from the time employment is severed with the Board.

12.10 In the event of the employee's death, such payment shall be paid to the employee's estate in accordance with Section 2113.04 of the Ohio Revised Code.

ARTICLE 13 – TRAVEL EXPENSES

13.01 Travel expenses incurred by a school employee in the performance of his/her official duties, except internal district meetings such as Board meetings, Principals' meetings, Inservice – Local and County Inservice meetings, Extra-Curricular Activity travel

expenses other than approved activity fund travel expenses, etc., shall be reimbursed at the rate established by IRS Form #1040.

This rate shall be effective January 1st of each calendar year (not retroactive).

ARTICLE 14 – SALARY PROVISIONS

14.01 The yearly salary shall be divided into bi-weekly equal payments.

14.02 The Board shall pay teachers in accordance with the salary schedule contained in the Negotiated Agreement. The annual salary notice requirement contained in ORC 3319.12 shall not be in effect with respect to members of the bargaining unit.

14.03 The BA 0 salary shall be for the respective school years as follows:

School Year	Dollar Amount	$ Inc. from Prev. Year
2026-2027	Forty-Four Thousand Eight-Hundred Fifty-Two ($44,852)	1.5%
2027-2028	Forty-Five Thousand Five-Hundred Twenty-Five ($45,525)	1.5%
2028-2029	Forty-Six Thousand Two-Hundred Eight ($46,208)	1.5%

14.04 Indian Valley Local School District
Salary Schedule – Effective July 1, 2026 1.50%

Step	Non-Degree	BS	150HRS.	Masters	M+15	(Inclusive) M+30
0	38797	44852	46646	49113	51804	54495
	0.865	1.000	1.040	1.095	1.155	1.215
1	40367	46870	48889	51266	54271	56962
	0.900	1.045	1.090	1.143	1.210	1.270
2	41937	48889	51131	53419	56738	59429
	0.935	1.090	1.140	1.191	1.265	1.325
3	43506	50907	53374	55841	59205	61896
	0.970	1.135	1.190	1.245	1.320	1.380
4	45076	52925	55616	58308	61672	64363
	1.005	1.180	1.240	1.300	1.375	1.435
5	46646	54944	57859	60774	64138	66829
	1.040	1.225	1.290	1.355	1.430	1.490
6	48216	56962	60102	63241	66605	69296
	1.075	1.270	1.340	1.410	1.485	1.545
7	49786	58980	62344	65708	69072	71763
	1.110	1.315	1.390	1.465	1.540	1.600
8	51356	60999	64587	68175	71539	74230
	1.145	1.360	1.440	1.520	1.595	1.655
9	52925	63017	66829	70642	74006	76697
	1.180	1.405	1.490	1.575	1.650	1.710
10	54495	65035	69072	73109	76473	79164
	1.215	1.450	1.540	1.630	1.705	1.765
11	54495	67054	71315	75576	78940	81631
	1.215	1.495	1.590	1.685	1.760	1.820
12	54495	68040	72436	78042	81406	84098
	1.215	1.517	1.615	1.740	1.815	1.875
15	54495	69072	73557	80509	83873	86564
	1.215	1.540	1.640	1.795	1.870	1.930
20	54495	71090	75800	82976	86340	89031
	1.215	1.585	1.690	1.850	1.925	1.985
25	54495	73109	78042	89704	93068	95759
	1.215	1.630	1.740	2.000	2.075	2.135

Footnote: Credit for Internet coursework shall not apply to advancement on the salary schedule unless prior approval has been granted by the Superintendent.

14.05 Indian Valley Local School District
Salary Schedule – Effective July 1, 2027 1.50%

Step	Non-Degree	BS	150HRS.	Masters	M+15	(Inclusive) M+30
0	39379	45525	47346	49850	52581	55313
	0.865	1.000	1.040	1.095	1.155	1.215
1	40973	47574	49622	52035	55085	57817
	0.900	1.045	1.090	1.143	1.210	1.270
2	42566	49622	51899	54220	57589	60321
	0.935	1.090	1.140	1.191	1.265	1.325
3	44159	51671	54175	56679	60093	62825
	0.970	1.135	1.190	1.245	1.320	1.380
4	45753	53720	56451	59183	62597	65328
	1.005	1.180	1.240	1.300	1.375	1.435
5	47346	55768	58727	61686	65101	67832
	1.040	1.225	1.290	1.355	1.430	1.490
6	48939	57817	61004	64190	67605	70336
	1.075	1.270	1.340	1.410	1.485	1.545
7	50533	59865	63280	66694	70109	72840
	1.110	1.315	1.390	1.465	1.540	1.600
8	52126	61914	65556	69198	72612	75344
	1.145	1.360	1.440	1.520	1.595	1.655
9	53720	63963	67832	71702	75116	77848
	1.180	1.405	1.490	1.575	1.650	1.710
10	55313	66011	70109	74206	77620	80352
	1.215	1.450	1.540	1.630	1.705	1.765
11	55313	68060	72385	76710	80124	82856
	1.215	1.495	1.590	1.685	1.760	1.820
12	55313	69061	73523	79214	82628	85359
	1.215	1.517	1.615	1.740	1.815	1.875
15	55313	70109	74661	81717	85132	87863
	1.215	1.540	1.640	1.795	1.870	1.930
20	55313	72157	76937	84221	87636	90367
	1.215	1.585	1.690	1.850	1.925	1.985
25	55313	74206	79214	91050	94464	97196
	1.215	1.630	1.740	2.000	2.075	2.135

Footnote: Credit for Internet coursework shall not apply to advancement on the salary schedule unless prior approval has been granted by the Superintendent.

14.06 Indian Valley Local School District
Salary Schedule – Effective July 1, 2028 1.50%

Step	Non-Degree	BS	150HRS.	Masters	M+15	(Inclusive) M+30
0	39970	46208	48056	50598	53370	56143
	0.865	1.000	1.040	1.095	1.155	1.215
1	41587	48287	50367	52816	55912	58684
	0.900	1.045	1.090	1.143	1.210	1.270
2	43204	50367	52677	55034	58453	61226
	0.935	1.090	1.140	1.191	1.265	1.325
3	44822	52446	54988	57529	60995	63767
	0.970	1.135	1.190	1.245	1.320	1.380
4	46439	54525	57298	60070	63536	66308
	1.005	1.180	1.240	1.300	1.375	1.435
5	48056	56605	59608	62612	66077	68850
	1.040	1.225	1.290	1.355	1.430	1.490
6	49674	58684	61919	65153	68619	71391
	1.075	1.270	1.340	1.410	1.485	1.545
7	51291	60764	64229	67695	71160	73933
	1.110	1.315	1.390	1.465	1.540	1.600
8	52908	62843	66540	70236	73702	76474
	1.145	1.360	1.440	1.520	1.595	1.655
9	54525	64922	68850	72778	76243	79016
	1.180	1.405	1.490	1.575	1.650	1.710
10	56143	67002	71160	75319	78785	81557
	1.215	1.450	1.540	1.630	1.705	1.765
11	56143	69081	73471	77860	81326	84099
	1.215	1.495	1.590	1.685	1.760	1.820
12	56143	70098	74626	80402	83868	86640
	1.215	1.517	1.615	1.740	1.815	1.875
15	56143	71160	75781	82943	86409	89181
	1.215	1.540	1.640	1.795	1.870	1.930
20	56143	73240	78092	85485	88950	91723
	1.215	1.585	1.690	1.850	1.925	1.985
25	56143	75319	80402	92416	95882	98654
	1.215	1.630	1.740	2.000	2.075	2.135

Footnote: Credit for Internet coursework shall not apply to advancement on the salary schedule unless prior approval has been granted by the Superintendent.

14.07 Masters +15 shall be paid only upon proof of the completion of graduate semester hour with a letter grade of A or B after the attainment of the Masters Degree. The Board will also accept a satisfactory grade if the course is not graded, provided such designation is verified by the college. CEU's do not apply to these provisions.

14.08 Should the state minimum base salary exceed the negotiated base salary during the term of the contract, the state minimum base will be applied to the existing index.

14.09 The Superintendent shall have the authority to place new teachers to the District on the salary schedule by granting a minimum of three (3) years' service credit and a maximum of the number of years of prior experience of the new employee.

14.10 Movement across the salary schedules from Bachelor's to 150 hrs, to Masters, and to Masters +15 requires proof of completion of semester hours and an official transcript of all work taken. Movement from Masters to Masters +15 requires a letter grade of A or B.

14.11 It is hereby agreed that mandatory direct deposit of employee paychecks to the financial institution of the employee's choice shall be administered. All employees shall be transitioned to direct deposit by October 1, 2008.

14.12 A. Movement to and payment of Masters +30 Inclusive shall be subject to the same provisions as listed in 14.07 and 14.10.

B. Additionally, to qualify for MA +30 Inclusive, a teacher must have obtained one of the following:

1. Masters in Reading

2. Masters in Literacy

3. Masters in Gifted Education (includes Gifted and Talented)

4. K-12 Reading Endorsement (ODE code 059902)

5. Gifted Licensure Endorsement (ODE code 196210) (serves Talented as well)

6. Computer/Technology Endorsement (ODE code 111770)

7. Graduate coursework that qualifies a 7-12 certificated/licensed teacher to teach Dual Enrollment/College Credit Plus courses. Ohio Department of Higher Education requires one of the following two criteria be met to qualify as an adjunct:

a. Master's in a content area (E.g. Math, not Math Education)

b. Any Master's and 18 additional semester hours in the content area. (Again, e.g. – Math, not Math Education for the 18 additional hours)

8. Master's in Content Area Education for teachers with PK-3, 1-8, 4-9, or K-12 certification/licensure. (e.g. – Math Education, Art Education, Physical Education, Music Education.)

9. Master's in Administration

10. Master's in Education Leadership and Management

11. Teacher Leader Endorsement (ODE Code 550100)

12. Master's in English Language Learning (ELL) and TESOL Endorsement (ODE code 050275)

13. Any Doctoral degree

14. Master's in Special Education with at least nine (9) graduate hours obtained post Master's Degree related to teaching students with dyslexia.

    [Note: the *Structured Literacy Dyslexia Interventionist Certification Accreditation Plus* obtained through any accredited institution approved by the International Dyslexia Association may be substituted in place of the nine (9) graduate hour requirement.]

15. Master's Degree in Counseling with at least nine (9) graduate hours of obtained post Master's Degree through the American School Counselors' Association (ASCA) Specialist Training professional development program.

    [Note: similar program trainings may be submitted to the Superintendent for pre-approval.]

16. Language limiting the pathways for teachers to move to the MA +30 Inclusive category shall not apply to teachers who earned a Master's Degree before the creation of the MA +30 Inclusive category on July 1, 2019.

ARTICLE 15 – INSURANCE PROVISIONS

15.01 Medical Insurance

A. The Board will maintain compliance with The Patient Protection and Affordable Care Act, including the offering of Minimum Essential Coverage (MEC) plan when necessary.

B. 1. The Board shall pay the cost of medical insurance for a comprehensive major medical program, for all full-time employees' single and family coverage by application only, except effective July 1, 2026, the employee shall contribute ten percent (10%) of the insurance premium not to exceed Two-Hundred Ninety Dollars ($290.00) per month for family coverage and One Hundred Forty-Five Dollars ($145.00) for single coverage when selecting the Medical $250 PPO Plan; and

July 1, 2027, the employee shall contribute eleven percent (11%) of the insurance premium not to exceed Three-Hundred Forty Dollars ($340.00) per month for family coverage and One-Hundred Seventy Dollars ($170.00) for single coverage when selecting the Medical $250 PPO Plan; and

July 1, 2028, the employee shall contribute twelve percent (12%) of the insurance premium not to exceed Four-Hundred Dollars ($400.00) per month for family coverage and Two-Hundred Dollars ($200.00) for single coverage when selecting the Medical $250 PPO Plan.

The employee shall contribute six percent (6%) of the insurance premium per month when selecting the $3,400 High Deductible Health Plan (HDHP).

2. In cases where the husband and wife are employed in the school district, they are entitled to two (2) single or one (1) family policy.

3. A full-time employee in this provision is defined as having been approved for a standard employment contract of one hundred eighty-four (184) days with workdays of seven (7) hours and thirty (30) minutes in length, as specified in 5.01 and 5.06 of this agreement.

C. 1. Effective January 1, 2020, medical coverage will be pursuant to Medical Option 1 $250 Plan as listed on the Portage Area Schools Consortium (PASC) menu and prescription coverage will be pursuant to Rx B Option 1 Plan as listed on the PASC menu. Effective January 1, 2026, prescription coverage will be pursuant to Rx C Option Plan as listed on the PASC menu.

2. The comprehensive major medical insurance shall be unlimited lifetime maximum per covered individual.

3. Starting January 1, 2020, the Medical PPO Plan is:

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Deductible per Calendar Year		
Per Covered Person	$250	$500
Per Family Unit	$500	$1,000
Maximum Out-Of-Pocket (including deductible) Per Calendar Year		
Per Covered Person	$1,000	$2,000
Per Family Unit	$2,000	$4,000

Routine mammograms, pap tests, and prostate cancer tests shall be covered once per year (unless found to be necessary more often by a physician) under the provisions of this Article.

4. All employees hired on or before December 31, 2026 shall have the choice between the Medical PPO Plan above, or the following HDHP with an HSA.

All employees hired on or after January 1, 2027 shall have the HDHP for the comprehensive major medical insurance program with an HSA.

Medical & Pharmacy Benefits *Plan Name* *Plan Type*	**Comparison Plan** *3,400* *HDHP*
HSA/HRA Employer Seed	
Annual Seed	N/A
In-Network	
Annual Deductible	$3,400 / $6,800
Individual Deductible in Family Tier	Embedded
Coinsurance (member pays)	0%
Out-of-Pocket Maximum	$3,400 / $6,800
Individual Out-of-Pocket in Family Tier	Embedded
PCP Office Visit	0% after deductible
Specialist Office Visit	0% after deductible
Urgent Care	0% after deductible
Emergency Room	0% after deductible
Prescription Drug	
Annual Deductible	Integrated with Medical Ded.
Out-of-Pocket Maximum (OOP)	Integrated with Medical OPP
Retail	
Generic Formulary / Tier 1	0% after deductible
Brand Formulary / Tier 2	0% after deductible
Non-Formulary Brand / Tier 3	0% after deductible
Specialty / Tier 4	0% after deductible
Mail Order	Same as Retail

Note 1: Out of network benefits are a $6,800/$13,600 deductible with the member paying 40% coinsurance.
Note 2: The deductible is subject to change per IRS guidelines but will always be the minimum allowable to retain Qualified HDHP status.

5. There will be a special open enrollment in the fall of 2025 to provide members an opportunity to select the HDHP.

D. 1. The Indian Valley Board of Education will make contributions to each member's HSA following the schedule below:

January 2027 – 90% of the IRS HDHP deductible amount
January 2028 – 90% of the IRS HDHP deductible amount
January 2029 – 90% of the IRS HDHP deductible amount

2. Subsequent to January 1, 2026, members who enroll in the HDHP may not change enrollment to the PPO Plan during the term of this agreement, unless the member has not received any payments by the Board into the HSA.

However, employees who wish to change from their 2026 selection of the

HDHP to a PPO plan for the 2027 calendar year, or from the 2026 selection of a PPO Plan to an HDHP for the 2027 calendar year, shall have the opportunity to do so during a special open enrollment period in the Fall of 2026.

3. Members will have the opportunity to have payroll deductions into their HSA subject to IRS limitations.

4. In the calendar year in which an employee reaches the Medicare eligibility age, the district will provide funds in a Health Reimbursement Arrangement (HRA) in an amount equal to that of the district's HSA contribution if the employee enrolls in the HDHP. These funds will be available at the start of the calendar year but will not be eligible to roll over to the following year.

E. The Board and the Association mutually recognize the importance of membership participation in wellness activities for both the health of employees and the cost savings offered the district. As such, the Board and Association will collaboratively promote and encourage annual participation in two specific wellness programs: 1) Biometric screenings and 2) Completion of an online health-risk assessment.

F. The deductible and co-insurance shall apply to hospitalization/surgical and major medical expenses combined.

G. The hospitalization and surgical insurance and major medical insurance shall be available to dependents of those individuals who are enrolled in the program. Dependents are defined as: spouse, unmarried dependent child(ren) from birth to nineteen (19) years of age and unmarried child(ren) who are full-time students from age nineteen (19) to twenty-six (26), or as defined under applicable federal law.

H. 1. Open period for all employees is during the month of November with coverage becoming effective January 1st.

2. Benefit choices for Late Enrollees made during the open enrollment period will become effective January 1st.

3. A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverages.

4. Plan Participants will receive detailed information regarding open enrollment from their Employer.

I. Upon termination of employment, the coverage listed in this rule will expire on the dates indicated below:

1. For employment terminating prior to the end of the contract year, the insurance coverage will expire at the end of the month of employment termination.

2. For employment terminating at the end of the contract year, the insurance coverage will expire at the end of the month during which the last payroll check is received, but no later than August 31.

J. The Board agrees that a summary of the specifications of the current policy shall appear in the appendix to this agreement (see Appendix C).

K. Thirty (30) days prior to any insurance carrier change, the Board shall notify the Association of the intended change. It will provide the Association with copies of the current insurance contract as well as copies of the proposed insurance contract. The Association shall have the right to have a meeting between the Board, or its representatives, the insurance carrier, and selected representatives of the Association to examine the coverage proposed.

L. In the event of any carrier change, insurance coverage shall remain equal or better than the coverage described in Appendix C offered as of the July 1, 2019 Collective Bargaining Agreement unless otherwise negotiated.

M. Confidentiality of medical information will be maintained. The Indian Valley Schools will not require any personally identifiable medical information other than that reasonably necessary to audit its expenditures. Further, the Indian Valley Schools will not voluntarily release any personally identifiable medical information absent prior appropriate written authorization.

N. The Indian Valley Board of Education will maintain like kind or better coverage as insurance program offered as of July 1, 2016. The Health Care Benefits shall not be reduced, modified, or eliminated during the term of the Collective Bargaining Agreement without the written approval of the Association.

O. Any member of the bargaining unit who is currently participating in hospitalization, surgical and major medical insurance and who declines to continue coverage will have the opportunity of a Six Hundred Dollar ($600) buy-out for single coverage or a One Thousand Dollar ($1,000) buy-out for family coverage for one (1) year unless there is a change in status affecting the member's eligibility for other coverage, payable annually in a lump sum. If this option is taken, the member is not eligible for insurance coverage for one (1) year unless there is a change in status affecting the member's eligibility for other coverage. Application for the insurance buy-outs must be made by September 30 to the Board Treasurer. Payment will be made in a lump sum on or about October 15.

P. Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and

"pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first Two Hundred Dollars ($200) of room and board charges.

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

R. Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and Association President.

15.02 Life Insurance

A. Effective January 1, 2014, the Board shall purchase Thirty Thousand Dollars ($30,000) of Term Life Insurance from a carrier licensed by the State of Ohio. One hundred percent (100%) of the premium shall be paid by the Board.

B. During each annual open enrollment period, employees will have the option of purchasing an additional amount of Term Life Insurance at the employee's own expense, taken in Ten Thousand Dollar ($10,000.00) increments, of up to Seventy Thousand Dollars ($70,000.00), according to the carrier's terms of eligibility and underwriting requirements. The cost of the additional Term Life Insurance shall be deducted from the employee's paycheck through payroll deduction procedures.

15.03 Dental Insurance

The Board shall pay one hundred percent (100%) of the cost of a single plan for each full-time employee. The Board shall pay one hundred percent (100%) of the cost of a family plan for each full-time employee who has eligible dependents. The Board shall select the carrier with coverage being equal to or better than that of June 30, 1999.

15.04 Vision Care

The Board shall pay one hundred percent (100%) of the cost of vision insurance for single and family coverage, by application only, for all full-time employees.

Effective January 1, 2014, the Board shall provide vision care insurance coverage as described in Appendix C, for each member of the bargaining unit and their eligible dependent(s) now and hereafter employed.

15.05 An insurance committee will be formed with the superintendent, treasurer, one additional administrator, and three representatives from the teachers' association. The purpose of the committee will be to investigate new types of insurance and communicate with members about insurance issues. At its first organizational meeting of the year, the committee will discuss and establish training procedures. Insurance training will be conducted by an insurance consultant that is mutually agreed upon by the committee.

The insurance committee will meet a minimum of twice a year to maintain information and communicate to members regarding insurance coverage.

15.06 The Board shall establish a Section 125 premium-only plan.

ARTICLE 16 – EXTRA CURRICULAR SALARY SCHEDULE

16.01 Salaries shall be computed by multiplying the listed ratio by the BA Base Salary.

16.02 Adjustments to the extra curricular salary schedule shall occur as the salary schedule increases. Any adjustments will be prorated on the number of days on the appropriate salary schedule.

16.03 EXTRA CURRICULAR SALARY SCHEDULE

BA-0 Percentage (as decimal equivalent)

POSITION	0-3 Yrs.	4-6 Yrs.	7 or More Yrs.
ATHLETICS – BOYS			
1. FOOTBALL			
Head Varsity	.19	.20	.21
Asst. Varsity	.12	.13	.14
Freshman	.09	.10	.11
Middle School	.09	.10	.11
2. BASKETBALL			
Head Varsity	.19	.20	.21
Asst. Varsity Reserve	.12	.13	.14
Junior Varsity	.11	.11	.11
Middle School	.09	.10	.11
Summer Coordinator/ Biddyball	$3,000	N/A	N/A
3. TRACK			
Head Varsity	.15	.16	.17
Assistant High School	.12	.13	.14
Middle School	.08	.09	.10

4. BASEBALL			
Head Varsity	.15	.16	.17
Asst. Varsity	.12	.13	.14
5. WRESTLING			
Head Wrestling	.19	.20	.21
Asst. Varsity	.12	.13	.14
Middle School	.09	.10	.11
6. GOLF			
Head Varsity	.12	.13	.14

ATHLETICS – GIRLS

1. VOLLEYBALL			
Head Varsity	.19	.20	.21
Junior Varsity	.12	.13	.14
Freshman	.09	.10	.11
Middle School	.09	.10	.11
2. TRACK			
Head Varsity	.15	.16	.17
Assistant High School	.12	.13	.14
Middle School	.08	.09	.10
3. BASKETBALL			
Head Varsity	.19	.20	.21
Asst. Varsity	.12	.13	.14
Junior Varsity	.11	.11	11
Middle School	.09	.10	11
Summer Coordinator/ Biddyball	$3,000	N/A	N/A
4. SOFTBALL			
Head Varsity	.15	.16	.17
Asst. Varsity	.12	.13	.14
5. WRESTLING			
Head Wrestling	.19	.20	.21

	Asst. Varsity	.12	.13	.14
	Middle School	.09	.10	.11
6.	GOLF	.12	.13	.14
	Head Varsity	.12	.13	.14
ATHLETICS – CO-ED				
1.	Middle School Golf	.05	.06	.07
2.	CHEERLEADERS			
	High School	.12	.13	.14
	Middle School	.07	.08	.09
	Competition Point-of-Contact	.01	.01	.01
3.	CROSS COUNTRY			
	Head Varsity	.12	.13	.14
	Middle School	.05	.06	.07
4.	BOWLING			
	Head Varsity	.12	.13	.14
5.	Clay Sport	.12	.13	.14
6.	Esport	.12	.13	.14
7.	FALL, WINTER, SPRING SPORTS ASST'S			
	High School	.11	n/a	n/a
	Middle School	.08	n/a	n/a
8.	Weight Room Coordinator	$3,000	n/a	n/a
CLASS RELATED ACTIVITIES				
1.	High School Yearbook or	.11	.12	.13
	Yearbook Photographer & Liaison	.04	.05	.06
2.	High School Media/News Production	.05	.06	.07
3.	Student Council			
	High School	.04	.05	.06
	Middle School	.02	.03	.04
4.	Class Advisors			
	Senior	.04	.05	.06

	Junior	.06	.07	.08
	Sophomore	.03	.04	.05
	Freshman	.03	.04	.05
5.	National Honor Society	.03	.04	.05
6.	Scholar Challenge	.03	.04	.05
7.	Teen Institute	.02	.03	.04
8.	Wash. DC Trip Director	.03	.04	.05
9.	Wash. DC Trip Chaperone	.01	.01	.01
	(*not applied for; if asked by admin*)			
10.	District K-5 A.R. Auction Coordinator	.01	.01	.01
11.	Spelling Bee	.01	.01	.01
12.	Power of Pen	.01	.01	.01
13.	Voice of Democracy	.01	.01	.01
14.	Envirothon	.01	.01	.01
15.	Math Tournament	.01	.01	.01
16.	Middle School Yearbook	.02	.03	.04
17.	Middle School Media/News Production	.02	.03	.04
18.	Science Fair Coordinator	.01	.01	.01
19.	Social Studies Club (Mock Trial)	.02	.02	.02
20.	High School Robotics Club	.02	.03	.04
21.	Pep Club	.01	.01	.01
22.	Middle School Robotics Club	.02	.03	.04
23.	Elementary Yearbook	.02	.03	.04
24.	Destination Imagination	.02	.03	.04
25.	HS Trust Tribe Advisor	.02	.02	.02
26.	MS Student SEL Leaders Advisor	.02	.02	.02

<u>DEPARTMENT CHAIRS & TEAM LEADERS</u>

1.	High School English	.03	.04	.05
2.	High School Science	.03	.04	.05
3.	High School Social Studies	.03	.04	.05
4.	High School Mathematics	.03	.04	.05
5.	High School Special Education	.03	.04	.05
6.	High School Grade Levels (4 pos.)	.03	.04	.05
7.	Middle School Grade Levels (3 pos.)	.03	.04	.05
8.	Middle School Special Education	.03	.04	.05

9.	Middle School Related Arts	.03	.04	.05
10.	Elem. Teams (6 each bldg.)	.03	.04	.05
11.	Elem. Special Education (1 each bldg.)	.03	.04	.05
12.	High School Related Arts	.03	.04	.05

FINE ARTS

1.	Marching Band	.19	.20	.21
2.	Assistant Band Director	.12	.13	.14
3.	Percussion Instructor	.04	.05	.06
4.	Pep Band	.03	.04	.05
5.	High School/Middle School Concert Band	.02	.03	.04
6.	High School/Middle School Concert Choir	.02	.03	.04
7.	Flags	.04	.05	.06
8.	High School Play Director/Per Play	.06	.07	.08
9.	Assistant High School Play Director/Per Play	.02	.03	.04
10.	Middle School Drama	.02	.03	.04
11.	Elementary Drama	.02	.03	.04
12.	High School Art Show Coordinator	.01	.01	.01
13.	Middle School Art Show Coordinator	.01	.01	.01
14.	Elementary Art Show Coordinator or S.T.E.A.M. Showcase Coordinator	.01	.01	.01
15.	Elementary Music Concert Coordinator	.01	.01	.01
16.	National Art Honor Society	.01	.01	.01

PROFESSIONAL COMMITTEES

1.	LPDC Chairperson	.06	.06	.06
2.	LPDC (Must attend a minimum of seven (7) full meetings)	.03	.03	.03
3.	Master Teacher Committee (Must have a candidate complete the process)	.01	.01	.01
4.	Mentor(s)/Facilitator(s) and Lead Mentor	.04	.04	.04
5.	Evaluation Committee (five (5) teacher positions)	.02	.02	.02

16.04 The duration of all supplemental contracts shall be one (1) year. All supplemental contracts automatically expire at the end of the school year. No supplemental contract will be automatically renewed and the notice of non-renewal requirements contained in ORC 3319.11 shall not apply to supplemental contracts.

16.05 Teachers who have years of experience in the Indian Valley Local School District in the same supplemental position shall be paid the experience rates stipulated in 16.03.

16.06 Experience shall be defined as years of service in the same sport category or position title, whether the teacher was compensated for that work or not. Teacher must provide satisfactory proof to the Superintendent for service in an uncompensated position.

16.07 No teacher shall be required to perform extra-curricular duties for an extra-curricular position which has not been approved by the Board.

16.08 Current staff would be placed on the appropriate experience step.

16.09 All vacant extra-duty positions shall be announced to the teaching staff.

16.10 Selection of extra-duty positions shall be posted.

16.11 No extra-duty teacher shall be required to provide transportation for students as part of the extra duty contract. No extra duty teacher shall be required to drive Board supplied vehicles to transport students.

ARTICLE 17 – TRANSFERS

17.01 Transfers shall be made by the Superintendent in the following manner:

A. A teacher may request a transfer to any position in the system at any time. The written request shall be made to the Superintendent and shall state the grade, subject area and/or building the teacher wants to transfer to.

B. All transfer requests shall be maintained in a file for one (1) year. If the teacher wishes to keep the request active, he/she must do so in writing prior to the end of the one (1) year.

C. Preferential consideration will be given to teachers requesting intra-district transfers over new employees, who have not yet been hired.

D. Involuntary transfers shall be a change in teaching position initiated by the Superintendent. A teacher to be involuntarily transferred shall be granted a meeting with the Superintendent to discuss the proposed assignment. The Teacher has the right to have a representative of his/her choice also attend the meeting.

ARTICLE 18 – VACANCIES

18.01 A. A vacancy is an open position, in the Certified Staff classification, as a result of a transfer, resignation, leave, creation of a new position, or any other situations that cause a certificated staff position to be unassigned. A vacancy shall include administrative, teaching, and supplemental positions, which the Board intends to fill.

B. When a vacancy created after the school year begins is filled with an outside candidate who is granted the remainder of a one- (1) year contract, that new employee shall have no expectation of continued employment beyond the remainder of the school year, and the contract shall expire without further action of the Board, including nonrenewal of the contract.

If such employee applies for and is selected for a position within the bargaining unit subsequent to the conclusion of their remainder of a one- (1) year contract, that subsequent contract shall commence the normal contact sequence provided in Article 33.

18.02 The Superintendent shall cause a vacancy notice to be posted when it becomes obvious that a vacancy will be created.

18.03 Alteration of specific class assignments does not constitute a vacancy.

18.04 A vacancy created after the school year begins will be posted to be filled at the beginning of the next school year if posting and filling during the current school year is determined by the Superintendent to be disruptive to the educational program.

18.05 During the school year all teaching vacancies which occur shall be posted in each building in an area designated by the Principal. Such posting shall remain for five (5) working days.

18.06 During June, July and August, when school is not in session, the notice of vacancy will be emailed to certified employee's district assigned email accounts.

18.07 Teachers wishing to be considered for the position(s) open must notify the Superintendent, in writing, within five (5) working days from the date of the posting.

18.08 The Superintendent shall give first consideration to the current staff member with the greatest seniority when filling a vacancy.

18.09 The final recommendation to the Board shall be made by the Superintendent.

ARTICLE 19 – PROFESSIONAL GROWTH – TUITION REIMBURSEMENT

19.01 A. Employees who take additional credit hours or CEU's which have a relationship to the skills the employees use in their employment in the district, as approved by the Superintendent, through an approved college or university that the Superintendent and Employee both agree to, shall be reimbursed for tuition costs, as specified below, upon completion of the course provided the final grade is not below a B.

B. If an employee's request for tuition reimbursement is denied, that employee may appeal this denial within three (3) months of being notified that this request was denied. The appeal will be heard by a committee formed for this purpose. This committee will include two (2) teachers selected by the IVTA, two (2) school board members selected by the Board, and the Superintendent.

C. If reimbursement is being sought for a P in a Pass/Fail or an S in a Satisfactory/Unsatisfactory course, the employee must demonstrate that Pass/Fail or Satisfactory/Unsatisfactory was the only option for participating in the course and that traditional letter grades were not an option.

19.02 Employees must apply for tuition reimbursement prior to commencing the class. The Superintendent will notify the employee whether or not tuition reimbursement will occur within ten (10) days of the application. Hours approved for specific courses may not be transferred to other courses.

19.03 The Board will appropriate an amount equal to BA-2 of the base salary per year.

A. Additional provisions for tuition reimbursement are as follows:

1. The maximum number of hours to be included under this policy shall be nine (9) semester hours or twelve (12) quarter hours from September 1 to August 31.

2. Employees shall provide adequate information to the Superintendent for the purpose of determining coursework as being eligible for either targeted reimbursement or general reimbursement.

B. Qualifications and guidelines for targeted reimbursement are as follows:

1. The targeted reimbursement rate shall be up to Two-Hundred Seventy-Five dollars ($275) per quarter hour and up to Four-Hundred Twenty-Five dollars ($425) per semester hour.

2. Coursework taken in a program toward earning a K-12 Reading Endorsement, a Master's Degree in Reading, or a Master's Degree in Literacy qualifies for targeted reimbursement. The intent is to meet the criteria of Ohio's Third Grade Reading Guarantee.

3. Cost of the one-time test (PRAXIS 5203 as time of this negotiation) is eligible for reimbursement upon an employee's verified passing the test. Any test(s) associated with the completion of a K-12 Reading Endorsement is not eligible for reimbursement.

4. Coursework taken in a program toward earning a Master's Degree in an academic content area that compliments a teacher's state licensure qualifies for targeted reimbursement. The intent is for a teacher to become qualified to teach CCP, i.e. – dual enrollment, classes at Indian Valley High School.

C. Qualifications and guidelines for general reimbursement are as follows:

1. The general reimbursement rate shall be up to One-Hundred Seventy dollars ($170) per quarter hour and up to Two-Hundred Fifty dollars ($250) per semester hour.

2. Any coursework not qualifying for targeted reimbursement shall be considered as general reimbursement. Examples include, but are not limited to coursework such as administration, counseling, curriculum, gifted, "education," etc.

3. All provisions listed in 19.01 still apply.

19.04 All teachers shall have one (1) year after the conclusion of the preapproved coursework to submit either a transcript or verification of the completed coursework by September 15 or March 15, with a copy of the Tuition Reimbursement Voucher to the Superintendent for final approval. The Treasurer shall total the number of quarter hours and semester hours taken by all teachers submitting a form.

For reimbursement, the Treasurer will convert all hours to either quarter or semester hours and divide into the appropriated sum. This quotient will be the amount paid for each quarter or semester hour taken, not to exceed the quarter or semester amount in 19.03 above.

All teachers who have completed, submitted, and received preapproval permission will receive tuition reimbursement. Reimbursement payments will be made by September 30 or March 30 respectively. The September 30 payment will be the second payment from the preceding Fiscal Year, and thus an increased chance exists that employees receive a pro-rated reimbursement from the remaining BA-2 allotment.

19.05 There are occasions when the Board of Education secures grant funding to pay for or reimburse teachers' coursework. Employees' participation in such opportunities fall outside the scope of 19.01-19.04.

An employee who receives this opportunity must commit to teaching in Indian Valley a minimum of four (4) school years following the last course taken. If a teacher would choose to terminate employment with Indian Valley prior to the four (4) school year minimum, s/he would be required to pay back any excess amount received, or paid on his/her behalf, that was above and beyond what s/he would have qualified for under 19.03.

ARTICLE 20 – DUES DEDUCTION

20.01 Deductions for dues for the IVTA/OEA/NEA shall be sixteen (16) equal installments beginning in October and continuing through May of each year.

20.02 The Association Treasurer will supply the Board Treasurer with signed payroll deduction authorization cards for those employees desiring payroll deduction and the amount to be deducted no later than ten (10) working days prior to the deduction starting date.

20.3 The Board Treasurer shall remit the deductions to the Association Treasurer at least monthly.

ARTICLE 21 – FAIR SHARE FEE

The following provisions of this Article 21 are null and void as a matter of law based on the U.S. Supreme Court's decision in *Janus v. AFSCME, Council 31, 585 U.S.* and will not be implemented but are reserved should the law change in future years.

This Article will become effective once the Association achieves eighty-five percent (85%) membership.

21.01 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the terms of this contract. The non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

21.02 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

21.03 Schedule of Fair Share Fee Deductions

A. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck which period shall be the required probationary period of newly-employed bargaining unit members.

B. Upon termination of membership during the membership year the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

21.04 Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

21.05 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

21.06 Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

ARTICLE 22 – STRS TAX DEFERRAL PICK-UP

22.01 The Treasurer of the Board shall contribute to the State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

22.02 The total annual salary for each employee shall be the salary otherwise payable under his/her contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be

paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

22.03 The Board's total combined expenditures for employee's total annual salaries otherwise payable under his/her contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items and had this provision not been in effect.

22.04 The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee' gross income said employee's total salary, income tax withholding based upon gross income as reported to the respective tax authorities.

22.05 The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay.

22.06 The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

22.07 The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

22.08 Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.

ARTICLE 23 – TUTORS

23.01 Tutors shall be placed on the appropriate experience step and degree column on the salary schedule.

23.02 No teacher on the teachers' salary schedule will be reduced to the hourly tutor rate if they are now or become a Chapter I reading teacher.

23.03 Tutors' work year and day shall be the same as the teachers' work year and day as stipulated in Article 5 – Teachers' Day and Year in this Agreement.

23.04 Tutors will receive all privileges and benefits granted to members of the certified employee bargaining unit.

ARTICLE 24 – RESIDENT EDUCATOR PROGRAM

24.01 This article will adhere to the requirements of the OAC 3301-24-04: Teacher Residency.

A. Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. "Mentor" – a member of the bargaining unit volunteering and selected to provide professional support to an individual within the first two years of employment under a classroom teaching certificate/license or an educational personnel certificate. A mentor is a state-certified educator assigned to support resident educators (RE) as they develop and practice the profession of teaching. Mentors provide ongoing, differentiated instructional support tailored to meet the unique needs of each RE, fostering professional growth and competence.

2. "Resident Educators" – a member of the bargaining unit in the first **two** ~~four~~ years of employment under a classroom teaching or educational personnel certificate/license.

3. The Bargaining Unit is composed of all certified professional personnel, including Long Term Substitutes, but excluding Casual Substitutes, Supervisors, and Administrative persons. (See Article 1, 1.01)

B. Program Development and Screening Committee

The Resident Educator program was legislated in OAC 3301.24.04.

C. Selection Process and Criteria for Mentor Teachers

Any member of the bargaining unit who meets the selection criteria and wishes to be part of the Mentor Teacher pool shall make his/her interest known to the Director of Teaching and Learning or designee.

Criteria for Selection

a. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience.

b. The applicant/nominee must have demonstrated a rating of skilled or

higher on their teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screen committee to review the applicant/nominee's evaluations.

c. The applicant/nominee must hold a valid 5 yr. professional license or 2 yr. provisional that has been renewed two or more times and should currently be teaching in the same area of certification as the Resident Educator. If such an applicant/nominee is not available, the committee will waive these criteria so that the Resident Educator will have a mentor who meets the other criteria listed in this section.

d. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.

e. The applicant/nominee must possess extensive knowledge of diverse classroom management and instructional strategies. They must have completed the 12-hour State Resident Educator Mentor Academy.

f. The applicant/nominee must have the ability to maintain confidentiality.

g. Once mentors have been selected, they shall be assigned to mentees in their area of certification and buildings. Should no mentor be available in any area of certification, the committee shall assign a mentor from another area of certification. This may result in a mentor/facilitator being assigned to a mentee from a different building.

D. Responsibilities

The Mentor Teacher, in concert with the Resident Educator, shall follow the program of professional support for the Resident Educator as legislated by OAC 3301.24.04.

E. Resident Educator Training

Mentor teachers shall be provided with the following:

1. An orientation to mentoring responsibilities;

2. Training in knowledge and skills necessary to perform mentoring responsibilities, i.e., Instructional Mentoring and Resident Educator.

3. Opportunities to consult with and otherwise assist the assigned Resident Educator person or persons on a regular basis, with adequate time within instructional day allocated for such consultation and assistance. There can be up to nine (9) such consultations per school year, approved by the Superintendent.

F. Restrictions

1. A program of professional support mutually developed by the mentor teacher and Resident Educator shall not be developed or utilized as a part of the evaluation process.

2. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educatokwith the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from this role as menk.

4. No mentor teacher shall be assigned to more than one Resident Educator teacher at a time during a school year.

G. Protections

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decisions.

2. Not later than six weeks after the initiation of the Resident Educator Program, the Resident Educator may approach the Lead Mentor to attempt to exercise the option to have a new mentor teacher assigned.

3. Not later than six weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of being relieved of a mentoring assignment.

4. No mentor teacher shall be involved in the teacher evaluation process.

H. Compensation

The mentor teacher shall be compensated in the following manner:

1. Released from all other classroom teaching responsibilities for a maximum of one hundred (100) hours during the normal work year. These hours will be determined by the mentor, Resident Educator, and the principal. The building principal will be notified in advance of the released hour schedule. The building principal and/or designee may limit the number of hours of released time.

2. In addition, he/she shall receive a supplemental contract which equals .04 of the BA base salary and shall be adjusted as the salary schedule increases.

3. If a mentor teacher assignment is changed within the first six weeks as noted in 24.01 (G) (2) and (3) resulting in a mentor having no assigned resident educator, the supplemental contract of the existing mentor teacher will be prorated accordingly. Similarly, if a new mentor teacher is assigned that has not yet been

approved for a supplemental contract, it shall be prorated for the remainder of the school year.

4. A teacher who serves as a mentor during a school year receives a single stipend as a Mentor as listed in 16.03.

I. Mentor Certification Requirement for the Resident Educator Program

The following certification requirements are established for individuals serving as mentors as set forth by the Ohio State Board of Education:

1. Certification and Training Requirements

To qualify as a mentor, the individual must:

a. Successfully complete the state-approved mentor training program.

2. Compliance and Documentation

Individuals must provide documentation verifying completion of the required training and certification prior to the start of their mentoring duties. Failure to meet these requirements may result in disqualification from serving in either capacity.

3. Ongoing Certification Maintenance

Mentors are responsible for maintaining their certifications, including completing any continuing education or renewal requirements mandated by the program or the state.

ARTICLE 25 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

25.01 The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans. The LPDC will be subject to any and all interim rules and regulations constituted by the State of Ohio.

25.02 The term of office shall be three (3) years for teacher LPDC members and one (1) year (with the option for reappointment) for administrator LPDC members.

25.03 The LPDC shall be composed of four (4) persons appointed by the Association which shall have one representative from each school in the district, and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner. The standard posting process will not be applicable to these vacancies. In accordance with HB 770, the LPDC may be reduced to three (3) administrators and two (2) teachers when reviewing an administrator's professional development plans, at the request of the administrator.

When the license of an administrator is being considered, the committee shall be composed of two (2) teachers from the committee designated by the Association President and three (3) administrators.

25.04 The Chairperson and LPDC decisions shall be determined by a majority vote of the LPDC.

25.05 The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable through the negotiated grievance procedure.

25.06 For the life of the contract, the LPDC will meet as deemed necessary by the LPDC, working in collaboration with the Superintendent. The agenda for the meeting will be distributed to all LPDC committee members in advance of the meeting.

25.07 Teacher LPDC members shall receive compensation at a rate equal to .03 of the base salary rate on the teachers' salary schedules determined in Article 14 – Salary Provision of the Negotiated Agreement.

25.08 Regular meetings of the LPDC will take place outside of the regular work day. However, LPDC members shall be afforded the opportunity to attend training related to performance of their duties, with the understanding that some of these sessions may occur during the regular work day. Such training shall be subject to professional leave restrictions, and will not result in a loss of pay. Training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

25.09 Secretarial services, district certificate/license record keeping, and storage of information and files for the LPDC, shall be provided by the Board. The LPDC shall be responsible for appointing a secretary from its own body for note-taking/minutes at its meetings.

25.10 The responsibility for keeping track of all necessary certification/licensing requirements are that of the individual professional.

25.11 Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual professional. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

25.12 The cost of the individual teacher licensing fee shall be paid by that teacher.

25.13 Funding for the costs to operate the LPDC, including member compensation, shall be derived primarily from, but not limited to, the State of Ohio Local Professional Development Block Grant.

ARTICLE 26 – ASSOCIATION RIGHTS

26.01 The Association shall:

A. Continue to have an official spokesperson present at the official meetings of the Board with the right to speak for the Association.

B. Have the right to insert materials in the teachers' mailboxes.

C. Make use of the bulletin boards which are accessible to teachers only for Association communications.

D. Be given reasonable time at each faculty meeting and inservice day for announcements by building representatives.

E. Announcements concerning times and places of meetings and membership information shall be read over the P.A. by the principal as submitted to him/her in writing prior to the usual announcement time.

F. Have the right to use the inter-school mail service for Association communications.

G. Have the right to payroll deductions as provided for herein.

H. Be provided the names and addresses of newly employed teachers following Board approval of their contracts.

I. Have the right to hold general membership meetings, committee meetings and building membership meetings on school property at reasonable times and so long as there is not interruption of the school day.

J. Have available nine (9) days of paid leave for Association business per year. A maximum of six (6) days may be used for those individuals elected to attend the OEA Representative Assemblies. Any days not used for the Representative Assembly may be used at the discretion of the Association President with the approval of the Superintendent. The Association President shall notify the Superintendent as soon as possible of the individual(s) using the leave time and the dates being used.

ARTICLE 27 – TUITION WAIVER

27.01 A regular member of the certified staff who lives outside the district may enroll his/her child(ren) in the Indian Valley Local School District. No tuition costs will be assessed to the bargaining unit member.

ARTICLE 28 – PROFESSIONAL TREATMENT

28.01 Discussions between a member of the bargaining unit and an administrator(s) regarding that individual's performance shall be conducted in private. If the discussion involves evaluation, the discussion shall be in accordance with all applicable provisions of Article 9.

28.02 Discussions between a member of the bargaining unit and an administrator(s) regarding student disciplinary referral and/or action shall be conducted in private.

28.03 If at anytime during a discussion, a bargaining unit member feels intimidated or threatened, the bargaining unit member has the right to request the meeting be rescheduled and have an association representative present. The administrator also has the right to be represented by a person of his/her choice.

28.04 No teacher can be suspended without just cause. Under this provision the Superintendent may suspend a teacher for up to three (3) days with or without pay.

28.05 Employee Discipline

The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct as determined by the Superintendent or where health or safety is involved. The types of disciplinary sanctions may be formal or informal depending on the severity and egregiousness of the infraction as determined by the administration of the Board.

A. Informal Sanctions

The purpose of informal sanctions is to give the employee an opportunity to self-remediate, but may be used to show foreknowledge of performance concerns.

1. Conversation of Concern

The administrator and employee have a verbal conversation regarding expectation of performance. A written record of this conversation is kept in a file at the building level.

2. Written Letter of Concern

The administrator provides the employee with a written letter regarding expectation of performance. A copy of the letter is kept in a file at the building level.

B. Formal Sanctions

1. Official Reprimand

An official written reprimand is given to the employee related to the disciplinary infraction and a copy is placed in the employee's official personnel file.

2. Suspension

The Superintendent may suspend a teacher for up to three (3) days with or without pay. Record of this sanction will be placed in the employee's official personnel file.

3. Termination

Record of termination proceedings will be placed in the employee's official personnel file.

C. Other Considerations

1. Employees will be given a copy of any record placed in either the building or official personnel file.

2. Employees have the right to attach a written response to any record kept in either the file at the building level or the official personnel file.

ARTICLE 29 – CURRICULUM DEVELOPMENT

29.01 Teachers will be involved in the development of curriculum in the District.

29.02 When textbook adoptions and/or curriculum changes are being considered in the District, input from staff will be sought by the Administration. Staff members will be asked to volunteer to serve on such committees.

ARTICLE 30 – DRUG FREE WORKPLACE

30.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

30.02 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

30.03 The conviction, guilty or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in work or in the work place shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

ARTICLE 31 – EARLY RETIREMENT PLAN

31.01 In addition to the provisions in Article 12 – Severance Pay at Retirement, the Board agrees to pay a lump sum cash payment in the amount of Ten Thousand Dollars ($10,000) for employees who are eligible to retire within thirty (30) days after the end of the school year in which he or she has thirty (30) years of service in STRS eligibility criteria or is eligible to purchase service credit which would result in thirty (30) years of service credit under STRS retirement eligibility criteria. Thirty (30) years of service must be accrued by June of the year thirty (30) years of STRS retirement credit eligibility is first achieved.

31.02 Qualifications

31.021 Bargaining unit members must have ten (10) years of continuous service with Indian Valley Local Schools.

31.022 Bargaining unit members shall provide certification of service credit by STRS at the time of application.

31.023 Resignations become effective at the end of the bargaining unit members' contractual year and must be submitted for approval at the April Board of Education meeting.

31.03 Application

Bargaining unit members shall submit applications on or before March 31 of the year they retire. Included with the application will be a copy of the most recent notice to the bargaining unit member from STRS specifying total service credit and a resignation to be accepted by the Board on or before April 30, contingent upon the acceptance of the applying bargaining unit member by the Board into this retirement plan.

31.04 Payment

Payment shall be in the amount of Ten Thousand Dollars ($10,000). Payment will be made the first pay in January of the following calendar year.

31.05 Short-Term Early Retirement Provision

A. 31.05 shall expire June 30, 2029.

B. The requirements in 31.02 regarding qualifications and in 31.03 regarding the application process apply to 31.05.

C. In addition to the provisions in Article 12 – Severance Pay at Retirement, the Board agrees to pay a lump sum payment to employees retiring with the respective number of years of service credit under STRS retirement eligibility criteria as follows:

1. For the 2026-2027 school year, retire by June 30, 2027:

Years Service Credit	Lump Sum Payment
32 or more	$10,000

2. For the 2027-2028 school year, retire by June 30, 2028:

Years Service Credit	Lump Sum Payment
32.00 – 32.99	$10,000
33 or more	$7,500

3. For the 2028-2029 school year, retire by June 30, 2029:

Years Service Credit	Lump Sum Payment
32.00 – 32.99	$10,000

33.00 – 33.99	$7,500
34 or more	$5,000

D. Payment for the provisions of 31.05 shall be made no later than sixty (60) days after the effective date of retirement with STRS.

ARTICLE 32 – LONG TERM SUBSTITUTES

32.01 A long term substitute, for the purpose of this Agreement, shall be a substitute employed to replace a bargaining unit member who has been granted leave pursuant to this Agreement.

32.02 Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.

32.03 Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.

32.04 The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.

32.05 Long term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

32.06 A long term substitute is defined as anyone who served in the same position consecutively for sixty (60) or more days, and is not eligible for benefits until the sixtieth (60) consecutive days are served.

ARTICLE 33 – CONTRACTS AND NONRENEWAL

33.01 Contract Sequence

A. The normal contract sequence is: one (1) year, one (1) year, one (1) year, three (3) years, and five (5) years.

B. Employees whose evaluation results in a final summative rating of Ineffective are excluded from the normal contract sequence, until the performance in deficiencies is corrected.

C. If RESA is not passed after Year 3, the probationary period will be extended one (1) year with a fourth one- (1) year contract.

D. This contract sequence becomes effective for bargaining unit members initially hired for the 2018-2019 school year and thereafter.

33.02 A. Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Three (3) Years or Less

On or before May 31, limited contract teachers who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.

B. The Board reserves the right for nonrenewal of bargaining unit members awarded a two (2) year contract which commenced with the 2018-2019 or 2019-2020 school year.

This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of ORC 3319.11 and ORC 3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to ORC 3319.11 or 3319.111 or through the negotiated grievance procedure.

33.03 The procedural due process and evaluation requirement contained in ORC 3319.11, 3319.111 and Article 8 of this Agreement shall not apply to supplemental contracts. It is further agreed that all supplemental contracts shall have a duration of one (1) year. Members of the bargaining unit who have held a supplemental contract and who are not going to be rehired for the same position will be notified by the Superintendent no later than June 30, but prior to the Board meeting where action is taken to hire individuals for extra duty assignments. However, nonrenewal of a supplemental contract by the Board is not required.

ARTICLE 34 – HIRING OF RETIREES

34.01 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

34.02 A Retiree shall be paid at the zero (0) salary step level regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

34.03 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required.

Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. Any position for which an employee is a retire/rehire shall be posted each year. The requirements of Article 33 of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111.

33.04 A Retiree shall accumulate and may use sick leave in accordance with Article 4 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 19 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

34.05 A Retiree shall be entitled to participate in insurances provided to bargaining unit members under Article 15 of the Negotiated Agreement.

34.06 A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article 11 of the Negotiated Agreement, or under O.R.C. 3319.17.

34.07 A Retiree is eligible for a supplemental contract only on recommendation of the Superintendent. This supersedes O.R.C. 3313.53.

34.08 The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

ARTICLE 35 – DISTRICT PERFORMANCE STIPEND

The district shall pay each bargaining unit member the sum of one hundred dollars ($100.00) for the district achieving any of the performance measures listed below. If the district achieves more than one of the performance measures listed below, then each additional measure shall be paid at a rate of fifty dollars ($50.00) per additional performance measure. The said stipend(s) shall be paid on the first payroll in December.

District Performance Measures:

- District Performance Index of A
- District Performance Indicators of A

ARTICLE 36 – NETWORK PRIVACY AND ACCEPTABLE USE POLICY

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

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during time periods when students are not being supervised, and do not interfere with the primary intended uses of the system. Staff members should be aware that all email is public domain and there should be no expectation of privacy in regards to email communication.

The following are uses which are unacceptable under any circumstances:

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

As technology changes at such a rapid pace, other uses may arise that jeopardize the safety and security of the district's operational and security needs or the safety and well-being of students

and/or staff. In such an event, the Superintendent will work with the Association to communicate to the staff such uses as unacceptable. The collaborative work of the Superintendent, on behalf of the board, and the Association regarding such use will then be an item of discussion for subsequent negotiated agreements as well. In the event of legislative action that impacts in any way on the topic of network privacy and acceptable use, the Board and the Association will work together for district compliance.

Security and Integrity

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

Staff members shall not take any actions which may adversely affect the integrity, functionality or reliability of any computer (for example, the installation of hardware or software not authorized by the system administrator).

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

Right of Access

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

District-Related Apps on Personal Devices

Downloading electronic applications (e.g. – Gmail, Google Drive, Navigate) associated with performing one's professional responsibilities is permitted by the District on an employee's personal devices, as such records are actually hosted outside the employee's personal device.

Downloading and use of such web-hosted applications by an employee on their personal electronic device does not broaden the scope of the public records act as it relates to personal information stored on his/her personal electronic device, because the public record is actually not stored on the employee's device.

Legal Ref: ORC 3313.20, 3313.47
(Children's Internet Protection Act of 2000, 47 USC § 254 (h), (1)

RECEIPT FORM

I acknowledge receipt of the "Network Privacy and Acceptable Use Policy for Indian Valley Local School District Staff Members" of the Indian Valley Local Board of Education.

_____ _____

Signature Date

_____

PRINTED SIGNATURE

(Sign and date this sheet and return only this sheet to the building secretary.)

ARTICLE 37 – MANAGEMENT RIGHTS

37.01 The Board shall be the sole authority regarding all of the following to be used in the schools under its control, as outlined in O.R.C. 3313.21:

A. Textbooks and reading lists;

B. Instructional materials;

C. Academic curriculum.

37.02 Any changes to O.R.C. 3313.21 or any other related provisions in the Ohio Revised Code does not alter the agreed language outlined in 37.01.

ARTICLE 38 – DURATION AND SIGNATURES

38.01 This Agreement shall be in effect from July 1, **2026** through June 30, **2029**.

38.02 This Agreement constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.

38.03 IN WITNESS WHEREOF, the parties hereunto have set their hands this 24th day of August **2026** at Gnadenhutten, Ohio.

FOR THE BOARD OF EDUCATION

Board President

Superintendent

Treasurer

FOR THE ASSOCIATION

Association President

Association Vice-President

Secretary

Treasurer

APPENDIX A

INDIAN VALLEY LOCAL SCHOOL DISTRICT
GRIEVANCE FORM

GRIEVANT'S NAME_____

GRIEVANT'S BUILDING ASSIGNMENT_____
_____

DATE GRIEVANCE OCCURRED_____

DATE OF FORMAL FILING_____

LEVEL GRIEVANCE INITIATED_____

STATEMENT OF GRIEVANCE:_____
_____
_____
_____

REMEDY SOUGHT:_____
_____
_____
_____

SIGNATURE OF GRIEVANT_____

DATE OF SIGNATURE_____

INDIAN VALLEY LOCAL SCHOOL DISTRICT

GRIEVANCE DECISIONS

LEVEL 2:_____

_____

_____

_____

_____

Signature of Administrator Date

LEVEL 3:_____

_____

_____

_____

_____

Signature of Administrator Date

LEVEL 4:_____

_____

_____

_____

_____

Signature of Administrator Date

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

A COPY OF EACH DECISION MUST BE SENT TO THE ASSOCIATION PRESIDENT AT THE SAME TIME THE DECISION IS SENT TO THE GRIEVANT.

APPENDIX B

CERTIFIED
INDIAN VALLEY SCHOOL DISTRICT
PERSONAL LEAVE REQUEST FORM

Date of Request: _____

Person Requesting Personal Leave:_____

Date Personal Leave to be used:_____/_____/_____
Month Day(s) Year

Notes:

1) Personal leave shall be requested at least two (2) days before the expected period of absence, except in an emergency.

2) Personal leave shall not be considered granted until approved in writing by the Administrator.

3) Approval and use of personal leave days:

   A. May be denied when three (3) members of a building staff already have personal or professional leave scheduled.

   B. Is not permitted on professional development or inservice days.

   C. Is not permitted on the evenings of parent-teacher conferences.

_____
Employee's Signature

_____
Principal's Signature

_____
Superintendent's Signature

Recommendation of Principal: _____ Approve _____ Disapprove

Action of Superintendent: _____ Approve _____ Disapprove

APPENDIX C

PPO PLAN

The following chart is effective starting January 1, 2020.

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM LIFETIME BENEFIT AMOUNT	Unlimited	
Note: The maximums listed below are the total for Network and Non-Network Expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	$250	$500
Per Family Unit	$500	$1,00
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Per Covered Person	$1,000	$2,000
Per Family Unit	$2,000	$4,000
The Plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of covered charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%. Cost containment penalties		

COVERED SERVICES	NETWORK PROVIDER	NON-NETWORK PROVIDER
Hospital Services		
Room and Board	90% after deductible; the semiprivate room rate	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Intensive Care Unit	90% after deductible; Hospital's ICU Charge	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Emergency Room (medical emergency)	$75 Copay	$75 Copay
Emergency Room (non-emergency)	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Skilled Nursing Facility	90% after deductible the facility's semiprivate room rate within 14 days of a 3 day stay no Calendar Year maximum	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Physician Services		
Inpatient Visits	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Office Visits	$10/$20	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Surgery	$10/$20	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Diagnostic Lab & X-Ray Urgent Care Immunization Allergy Testing	90% after deductible $35 $10/$20 $10/$20	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied

COVERED SERVICES	NETWORK PROVIDER	NON-NETWORK PROVIDER
Home Health Care	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Outpatient Private Duty Nursing	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Hospice Care	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Bereavement Counseling	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Ambulance Service	80% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Jaw Joint/TMJ	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Occupational Therapy	$20 per visit	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Speech Therapy	$20 per visit	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Physical Therapy	$20 per visit	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Durable Medical Equipment	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Pregnancy	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Prosthetics	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Organ Transplants	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Orthotics	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Spinal Manipulation Chiropractic	$20 per visit	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied

COVERED SERVICES	NETWORK PROVIDER	NON-NETWORK PROVIDER
Mental Disorders and Substance Abuse		
Inpatient and Partial Hospitalization	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Outpatient Mental Disorders Treatment	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Outpatient Substance Abuse Treatment	90% after deductible	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Preventative Care as required under the Affordable Care Act using federal preventative care guidelines all covered at 100%		
Routine Well Adult Care	100%	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Routine Well Newborn Care	100%	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied
Routine Well Child Care	100%	All eligible charges will be paid at 70% until out-of-pocket maximum expenses have been satisfied

Note: In-Network Exceptions:

Services rendered by a Non-Network Provider will be paid as In-Network when the circumstances are as follows:

(1) for life/limb threatening emergencies when the member is transported to the nearest facility for treatment

(2) services provided by a Non-Network Provider (e.g., radiologist, pathologist or anesthesiologist) while the member is confined in an in-network facility.

The following charts are effective January 1, 2026
For employees who have the High Deductible Health Plan in lieu of the PPO.

COMPREHENSIVE MAJOR MEDICAL BENEFITS

Precertification Review: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. No precertification is required for Emergency Services. If a Hospital Confinement is needed for an Emergency Medical Condition, you or your authorized representative must notify the Claims Administrator within 48 hours following admission.

All benefits will be based upon the Allowed Amount

Overall Benefit Period Maximum	Unlimited

Network (PPO Network Providers)

Calendar Year Deductible:

Per Individual	$3,400.00
Per Family	$6,800.00

After the Deductible is met, then 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including any applicable Deductible and Coinsurance):

Per Individual	$3,400.00
Per Family	$6,800.00

Non-Network (Non-PPO Network Providers)

Calendar Year Deductible:

Per Individual	$6,800.00
Per Family	$13,600.00

Then: all eligible charges will be paid at 60% until the Out-of-Pocket Maximum has been satisfied.

With: 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including the Deductible and Coinsurance):

Per Individual	$13,600.00
Per Family	$27,200.00

Network and Non-Network do not cross apply.

COVERED SERVICES – HIGH DEDUCTIBLE HEALTH PLAN

	Percentage Payable	
Subject to Deductible unless otherwise stated:	Network	Non-Network
Emergency Room		
Emergency Room (Medical/Accident) including ancillaries and Physician	100%	100%
Non-Emergency use of an Emergency Room including ancillaries and Physician	100%	60%
Inpatient Services		
Anesthesia	100%	60%
Consultations	100%	60%
Newborn Care	100%	60%
Institutional Services (precertification is required for non-Emergency Services)	100%	60%
Physical Medicine and Rehabilitation (60 days per Benefit Period maximum)	100%	60%
Professional Services	100%	60%
Skilled Nursing Facility	100%	60%
Surgical Services	100%	60%
Mental Illness, Alcoholism and Drug Abuse In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.		
Office Visit (Illness/Injury)		
Physician Office Visit/Consultations (exam only) Including Scheduled Telehealth Services	100%	60%
On-Demand, Virtual Telehealth Services	100%	60%

Specialist Office Visit/Consultations (exam only) Including Scheduled Telehealth Services	100%	60%
Urgent Care Office Visit (includes facility) Urgent Care Related Services – benefits are paid based on the services rendered	100%	60%

Outpatient Services		
Allergy Testing and Treatment	100%	60%
Diagnostic Imaging/Lab/Medical Tests/X-ray	100%	60%
Diabetic Education and Training (other than required by PPACA)	100%	60%
Home Health Care Limit applies to Non-Network only – 30 days per Benefit Period maximum)	100%	60%
Immunizations (not required by PPACA)	100%	60%
Pre-Admission Testing	100%	60%
Surgical Services Including Oral Surgery, Anesthesia, Assistant Surgeon, Surgery Professional and Surgery Facility	100%	60%
Outpatient Therapy		
Cardiac Rehabilitation	100%	60%
Chemotherapy	100%	60%
Chiropractic Care 12 visits per Benefit Period maximum	100%	60%
Dialysis Treatment	100%	60%
Hyperbaric Therapy	100%	60%
Occupational and Physical Therapy Autism Spectrum Disorders: 60 visits per Benefit Period maximum combined Other Conditions: 60 visits per Benefit Period maximum combined	100%	60%
Pulmonary and Respiratory Therapy	100%	60%
Radiation Therapy	100%	60%
Speech Therapy Autism Spectrum Disorders: 20 visits per Benefit Period maximum Other Conditions: 20 visits per Benefit Period maximum	100%	60%
Preventive/Wellness		
Health Care Reform Preventive Benefits	100% no Deductible	60%
Women's Preventive Health Benefits	100% no Deductible	60%

Hearing Exam (age 21 and over) 1 per Benefit Period maximum	100% no Deductible	60%
Immunizations (per PPACA)	100% no Deductible	60%
Physical Exam	100% no Deductible	60%
Prostate Exam	100% no Deductible	60%
Vision Exam (age 21 and over; includes refractions) 1 per Benefit Period maximum	100% no Deductible	60%
Bone Density Tests (females; all ages)	100% no Deductible	60%
Colorectal cancer screenings, including colonoscopy, sigmoidoscopy and fecal occult blood test ages 40 through 75	100% no Deductible	60%
Lab/Medical Tests/X-ray	100% no Deductible	60%
Mammogram (all ages; 1 per Benefit Period maximum)	100 no Deductible	60%
Supplemental Breast Cancer Screening	Benefits are paid based on the services rendered	
Pap Test (includes BYN exam) All ages; 1 per Benefit Period maximum	100% no Deductible	60%
PSA Tests	100% no Deductible	60%
Well Child Care (birth to age 21) Including: exams, immunizations, labs, hearing exams and vision exams (including refractions)	100% no Deductible	60%
Additional Services		
Abortions (spontaneous miscarriages and therapeutic only)	100%	60%
Ambulance	100%	60%
Attention Deficit Disorder (ADHD)	Benefits are paid based on the services rendered	
Autism Spectrum Disorders, including Applied Behavior Analysis (ABA) Refer to Outpatient Therapy for Occupational, Physical and Speech Therapy limits	Benefits are paid based on the services rendered	
Durable Medical Equipment	100%	60%
Bras (following Mastectomy)	100%	60%
Gender Affirming Surgery	Benefits are paid based on the services rendered	
Hospice	100%	60%
Learning Disorders	Benefits are paid based on the services rendered	
Medical Supplies	100%	60%
Oral Accident	100%	60%

Organ Transplant (includes donor)	100%	50%
Sleep Disorders	Benefits are paid based on the services rendered	
Therapeutic Injections	100%	60%
TMJ	100%	60%
Weight Loss Surgical Services (bariatric surgery)	100%	60%
Prescription Drug Benefits – Combined with Medical; subject to the Network Deductible and Out-of-Pocket Maximum		
Preventive Drug Benefits as required by PPACA	100% no Deductible	Not Covered
Retail (up to a 34-day supply)	100%	Not Covered
Smart 90 Retail Copay (35 to a 90-day supply)	100%	Not Covered
Mail Order (90 day supply)	100%	Not Covered

Out-of-Pocket Maximum per Calendar Year: Any Deductibles or Coinsurance that apply to this benefit will count toward the Network Out-of-Pocket Maximum shown in the Comprehensive Major Medical Benefits section of this Schedule. (There is no Out-of-Pocket Maximum for charges received from a Non-Network Provider.)

PRESCRIPTION DRUG BENEFITS effective starting January 1, 2020.

Retail Copay:	
Generic (Tier One)	$10.00
Formulary (Tier Two)	$15.00
Non-Formulary (Tier Three)	$30.00
Mail Order Copay:	
Generic (Tier One)	$20.00
Formulary (Tier Two)	$30.00
Non-Formulary (Tier Three)	$60.00

PRESCRIPTION DRUG BENEFITS effective starting January 1, 2026.

Retail Copay:	
Generic (Tier One)	$10.00
Formulary (Tier Two)	$20.00
Non-Formulary (Tier Three)	$35.00
Mail Order Copay:	
Generic (Tier One)	$20.00
Formulary (Tier Two)	$40.00
Non-Formulary (Tier Three)	$70.00

VISION CARE BENEFITS: (Effective January 1, 2014)

Services/Frequency

Exam	12 Months
Frames	12 Months
Contact Lens Fitting	12 Months
Lenses	12 Months
Contact Lenses	12 Months

Co-Pays

Exam	$ 10
Materials*	$ 10
Contact Lens Fitting	$ 25

*Materials co-pay applies to lenses and frames only, not contact lenses.

Benefits	In-Network	Out-of-Network
Exam (Ophthalmologist)	Covered in Full	Up to $34
Exam (Optometrist)	Covered in Full	Up to $26
Frames	Up to $200	Up to $91
Contact Lens Fitting (Standard)	Covered in Full	Not Covered
Contact Lens Fitting (Specialty)	Up to $50	Not Covered
Lenses (Standard) Per Pair:		
Single Vision	Covered in Full	Up to $29
Bifocal	Covered in Full	Up to $43
Trifocal	Covered in Full	Up to $53
Lenticular	Covered in Full	Up to $84
Progressive	See Benefits Description	Up to $53
Contact Lenses **	Up to $200	Up to $100
Medically Necessary Contacts	Covered in Full	Up to $210

** Contact lenses are in lieu of eyeglass lenses and frames benefit.

DENTAL BENEFITS

Calendar Year deductible, Per Person	$25.00
per Family Unit	$75.00

The deductible applies to these Classes of Service:

Class B Services - Basic
Class C Services - Major
Class D Services - Orthodontia

Dental Percentage Payable

Class A Services Preventative	100% of UCR
Class B Services Basic	80% of UCR
Class C Services Major	80% of UCR
Class D Services Orthodontia	60% of UCR

MAXIMUM BENEFIT AMOUNT

For other than Class D – Orthodontia: Per person per Calendar Year	$2,500
For Class D – Orthodontia: Lifetime maximum per person	$1,200

Dental Percentage Payable

Class A Services Preventative	100% of UCR
Class B Services Basic	80% of UCR
Class C Services Major	80% of UCR

Class D Services	
Orthodontia	60% of UCR

Maximum Benefit Amount

For other than Class D – Orthodontia:	
Per person per Calendar Year	$2,500
For Class D – Orthodontia:	
Lifetime maximum per person	$1,200

CERTIFIED FORM
INDIAN VALLEY LOCAL SCHOOL DISTRICT
Certificate of Absence

Name:_____ Date_____

Building Assigned:_____

Total Days Absent:_____

Date(s) of Absence(s):_____

* Definition of Immediate Family for Sick Leave: Spouse, children, step-children, parents, parents-in-law, or other person living in the same household for whom the employee has a legal or custodial responsibility.

** Definition of Death in Immediate Family: Spouse, children, step-children, parents, parents-in-law, or other person living in the same household for whom the employee has a legal or custodial responsibility; sister, brother, grandparents, grandchildren, step-grandchildren, grandparent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law.

*** Note: One (1) day of sick leave per year may be used for the funeral of a close friend or other relative. A second day may be granted if necessary for travel to the funeral. Any days beyond this two (2) day allowance requires the use of approved personal leave.

____ Professional Leave (Professional Meeting Request Form Completed and Approved)

____ Personal Leave (Personal Leave Form Completed and Approved)

____ Sick Leave

____ Personal Sick Leave
____ Immediate Family Sick Leave* (Relation to employee:_____)
____ Death in Immediate Family** (Relationship of deceased:_____)
____ Death of a Close Friend or Other Relative***

____ Other:_____
(e.g., Vacation, Jury Duty)

Employee Signature:_____

Name of Substitute:_____

Principal's Signature:_____

Approved: _____ Disapproved: _____

Comments:_____

_____