



# AGREEMENT BETWEEN

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1304-01  
K30120  
11/06/2013

THE SYMMES VALLEY BOARD OF  
EDUCATION

AND

THE SYMMES VALLEY EDUCATION  
ASSOCIATION

JULY 1, 2013 THRU JUNE 30, 2016

# TABLE OF CONTENTS

Page

ARTICLE 1: ASSOCIATION RIGHTS.....	1
ARTICLE 2: MANAGEMENT RIGHTS.....	3
ARTICLE 3: RECOGNITION .....	4
ARTICLE 4: SCHOOL PROCEDURES.....	5
ARTICLE 5: LENGTH OF SCHOOL DAY.....	5
ARTICLE 6: PARENT-TEACHER CONFERENCE TIME .....	5
ARTICLE 7: SCHOOL YEAR.....	5
ARTICLE 8: PREPARATION AND CONFERENCE TIME .....	5
ARTICLE 9: LABOR MANAGEMENT COMMITTEE.....	6
ARTICLE 10: PERSONNEL RECORDS .....	6
ARTICLE 11: PAYROLL PROCEDURES.....	8
ARTICLE 12: PAYROLL DEDUCTIONS.....	8
ARTICLE 13: TRANSPORTATION REIMBURSEMENT FORM .....	8
ARTICLE 14: DUES DEDUCTION .....	9
ARTICLE 15: LEAVES OF ABSENCE.....	10
ARTICLE 16: ASSIGNMENTS, TRANSFERS AND VACANCIES.....	17
ARTICLE 17: SEQUENCE OF LIMITED CONTRACT .....	18
ARTICLE 18: REDUCTION IN FORCE.....	18
ARTICLE 19: NO STRIKE AND NO LOCKOUT.....	19
ARTICLE 20: GRIEVANCE PROCEDURE.....	19
ARTICLE 21: SALARIES .....	23
ARTICLE 22: SEVERANCE .....	23
ARTICLE 23: STATE TEACHERS RETIREMENT PICK-UP .....	24
ARTICLE 24: MAINTENANCE OF STANDARDS.....	24
ARTICLE 25: NEGOTIATION PROCESS .....	25
ARTICLE 26: IMPASSE.....	27
ARTICLE 27: SEVERABILITY.....	27
ARTICLE 28: NON-RENEWALS AND TERMINATIONS .....	28
ARTICLE 29: NON-DISCRIMINATION .....	29
ARTICLE 30: INSURANCE .....	29
ARTICLE 31: DISCIPLINE.....	30
ARTICLE 32: CALAMITY LEAVE.....	31
ARTICLE 33: DRUG-FREE WORKPLACE.....	31
ARTICLE 34: EMPLOYMENT OF RETIREES .....	33
ARTICLE 35: TUITION REIMBURSEMENT.....	33
ARTICLE 36: TERMINATION .....	34
APPENDIX A: 2013-2014 SALARY SCHEDULE.....	35
APPENDIX B: 2014-2015 SALARY SCHEDULE.....	36
APPENDIX C: 2015-2016 SALARY SCHEDULE.....	37
APPENDIX D: SUPPLEMENTAL CONTRACTS SALARY SCHEDULE.....	38
APPENDIX E: MEMORANDUM OF UNDERSTANDING .....	40
OHIO TEACHER EVALUATION SYSTEM.....	41

ARTICLE 1: ASSOCIATION RIGHTS

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

- A. The Association shall be provided with all agendas, minutes, and other public information made available to Board members twenty-four (24) hours before the monthly Board meeting. The Association President or his/her designee will be informed of any agenda changes.
- B. Representatives of the Association may provide the Principal with announcements, which may be made on school building public address systems on the behalf of the Association. Representatives may make announcements during school faculty meetings with permission of the Principal.
- C. The Association shall have the right to participate in the initial orientation meetings for new professional staff members.
- D. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use one specifically-designated bulletin board or posting area per school building, providing such use does not interfere with instructional use and providing such is not within easy access to students, parents, or community members using the school facility.
- E. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use the internal school and/or district mail/courier system providing such does not incur any financial expense to be borne by the Board of Education.
- F. The President of the Association and/or designee and/or the Consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the Principal or, in his/her absence, the acting building administrator, permission to make the visit. Such permission will not be denied but may be delayed only if the visit at the time desired will interfere with normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the building Principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal or in the Principal's absence, the acting building administrator.
- G. Upon written request from the Association, the Treasurer of the Board of Education will provide the Association twice yearly with a list of the bargaining unit members or those eligible to be in the bargaining unit.
- H. Each Association member shall have the privilege of placing organization identification on his/her school mailbox. A member may request that another member may place a sticker on his/her mailbox.
- I. A bargaining unit member shall have the right to request that a representative be present at any meeting that the bargaining unit member believes may result in an adverse personnel action.

J. Fair Share Fee.

1. The Board agrees to deduct from the pay of members of the bargaining unit who elect not to become or remain members of the Association, a fair share fee for the Union's representation of such non-members during the term of this agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining. Implementation of collection of this fair share fee shall not be less than sixty days after initial employment of the bargaining unit member.
2. The Association shall certify the amount of annual fair share fee, which shall not be more than 100% of the dues of the Union to the Board as soon as possible but not later than December 15 for that school year. Payroll deduction of such annual fair share fees shall commence on their first pay date, which occurs on or after January 15 annually if the Union has certified that amount to the Board by December 15. (If not the Board will commence payroll deduction as close as possible to 30 days after notification). Monies collected via payroll deduction will be transmitted to the Union Treasurer within a reasonable period of time. Deduction shall be made in equal installments for the remaining pay periods for the year.

The Board shall, upon notification from the Union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, (the amount of the fee shall be the annual fair share fee minus the amount previously paid through payroll deduction).

3. The Association represents to the Board that it has established an internal procedure to determine a rebate, if any, for non-members, which conforms with Federal and State law, providing a non-member makes a timely demand on the Association. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining.

Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board (SERB) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the Board from the payroll check of the bargaining unit member and its payment to the Association is automatic and does not require the written authorization of the bargaining unit member.

4. Any bargaining unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the SERB, it shall declare the employee exempt from becoming a member of, or financially supporting the Association. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 510(C)(3) of the Internal Revenue Code mutually agreed upon the bargaining unit member and the representative of the Association.
5. The Association shall indemnify and save the Board harmless against, and from, any and all claims, suits or other forms, of liability that may arise out of, or by reason of, action taken by the Board, for the purpose of complying with this Fair Share Fee Procedure.

ARTICLE 2: MANAGEMENT RIGHTS

A. Management Rights.

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

1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the district standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate and hire employees;
3. Maintain and improve the efficiency and effectiveness of the district;
4. Determine the overall methods, processes, means and/or personnel by which the district is to be conducted;
5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Symmes Valley Local Board of Education as a unit of government;
8. Effectively manage the work force;

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

10. Promulgate reasonable rules and regulations.

B. Legal Restrictions.

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

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

ARTICLE 3: RECOGNITION

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

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

1. Superintendent
2. Transportation Director
3. Principals
4. Teaching Principals and Head Teachers in buildings not served by an elementary principal
5. Any other administrative and personnel as defined in Chapter 4117.011(k) of the Ohio Revised Code.

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

B. A full-time bargaining unit member shall be defined as one who works at least five and one-half (5 1/2) hours per day for a minimum of one hundred seventy days per year.

ARTICLE 4: SCHOOL PROCEDURES

- A. The School Administration shall, at the beginning of the school year, provide the professional staff members with a teacher's hand book prepared for each building. A Board Policy Manual will be permanently placed in each building library as a reference manual.
- B. Professional staff members are recommended to attend at least five (5) school functions per school year at the school. This requirement demonstrates and reinforces the necessary relationship between the teacher and the education community as well as the community at large in its interaction with the student body.

ARTICLE 5: LENGTH OF SCHOOL DAY

- A. The length of the normal school day for members of the bargaining unit shall be not more than seven and one-half (7 1/2) hours.
- B. Each member of the bargaining unit shall have thirty (30) minutes uninterrupted duty free lunch, which shall be a part of the school day.

ARTICLE 6: PARENT-TEACHER CONFERENCE TIME

- A. A minimum of two (2) days per school year shall be scheduled for the purpose of parent-teacher conferences.
- B. The structure and use of such days in each building shall be set by the Administration.
- C. Such days are to be credited as school days in the school calendar as set by the State Board of Education.

ARTICLE 7: SCHOOL YEAR

- A. The length of the school year for members of the certified staff who are eligible for membership in the bargaining unit shall be one hundred eighty-two (182) days. The one hundred eighty-two (182) days shall be at the discretion of the Board. Included in the one hundred eighty-two (182) days shall be:
  - 1. Two (2) days for Parent-Teacher conferences; and
  - 2. Two (2) days for in-service.
- B. New teachers in the Symmes Valley Local School District may be required to attend a one (1) day orientation session at the discretion of the Superintendent. This one (1) day session shall not be part of the one hundred eighty-two (182) days.

ARTICLE 8: PREPARATION AND CONFERENCE TIME

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

- B. The elementary professional staff members (K-5) shall be provided with two hundred twenty-five (225) minutes per week for preparation and conferences time as defined in "A" above, which will include five (5) periods of at least thirty (30) minutes duration, which shall not be used for any administrative called meeting except in case of an emergency.
- C. The middle professional staff members (6-8) shall be provided with a daily preparation period as defined in "A" above. Such preparation periods shall be the same length as a regular class period, but no less than forty (40) minutes in length in a normal school week.
- D. The secondary professional staff members (9-12) shall be provided with a daily preparation period as defined in "A" above. Such preparation periods shall be the same length as a regular class period, but not less than forty-five (45) minutes in length in a normal school week.
- E. A normal school week is defined as five (5) days (Monday through Friday).
- F. When a bargaining unit member is assigned by an administrator to use their planning period to assume the responsibility of another bargaining unit members' students, the assigned bargaining unit member shall be compensated at the rate of twenty-two dollars (\$22.00) per hour or part thereof. If a teacher is assigned more than eight (8) students to their classroom during non-conference time, the teacher will be paid at the rate of twenty-two dollars (\$22.00) per hour or part thereof for each assignment.
- G. Except in emergency situations, all faculty meetings shall require a twenty-four (24) hour notification by the administrator calling the meeting.

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

- (a) an occurrence that could affect the health and safety of students and/or staff.
- (b) parental conferences to address issues requested by parents.

#### ARTICLE 9: LABOR MANAGEMENT COMMITTEE

- A. The Symmes Valley Board of Education and the Symmes Valley Education Association shall comply with the adopted guidelines of the Labor Management Committee as adopted by the representatives of the Board and Association. However, should the Labor Management Committee cease to exist under the adopted guidelines, the School Faculty Council Language, as it exists in the 1998-2001 contract shall prevail and becomes the governing structure for board/agent and association communication for matters of concern between the parties.
- B. The general purpose of the Committee will be to:
  - 1. Provide a vehicle of communication between the certified staff members and administration.
  - 2. To resolve problems within the buildings.

#### ARTICLE 10: PERSONNEL RECORDS

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

- B. Individual professional staff members shall have access to their personnel file upon request. Requests of professional staff members to have access to their personnel files shall be handled by the Treasurer of the Board.
- C. RESERVED.
- D. All materials placed in the personnel file of the professional staff member shall include the following:
  - 1. A dated stamp on the date the item was placed in the file.
  - 2. On Administration originated items, initials and dates of the professional staff member in whose file the entry is being made and the initials of the Administrator placing information in the file.
- E. The professional staff member's signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the professional staff member. He/she will also be told that he/she has the opportunity to reply to such critical material in a written statement to be attached to the filed copy. Said rebuttal must be placed with the item in question within ten (10) days of acquiring knowledge of same and may be done only once.
- F. Any materials originated by the School District's Administration entered into a professional staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If the material is found to lack in any of the afore-mentioned it shall be removed from the professional staff member's file. Grieving an evaluation because of a flaw in the evaluation will cause only the flaw to be corrected if the grievance is sustained. It will not cause the total evaluation to be removed from the employee's personnel file.
- G. Information in the personnel file may be removed upon mutual agreement of the professional staff member and the Administrator making the entry with the approval of the Superintendent and the knowledge of the Treasurer of the Board.
- H. Letters of recommendation and other related information used for initial employment are items not to be retained in personnel files or maintained by the local Board of Education or Administration. File contents shall be limited to items relating to work performance, discipline and routine financial or personnel data.
- I. The Board will comply with Ohio Revised Code Sections 149.43 and 1347 as they pertain to personnel files. All written requests to review the file will be placed in the employees file.
- J. Upon a signed written request, a professional staff member will be entitled to a copy, one time only at no cost, of any material in his/her file. Additional copies of any material will then be copied for a charge of twenty-five cents (25¢) per sheet or at the Board adopted rate.
- K. Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.

- L. Verbal and written reprimands will be removed from the bargaining unit member's personnel file after thirty-six (36) months, as long as there are no intervening reprimands or disciplinary reports. All suspensions will remain in the member's personnel file for a period of five (5) years.

#### ARTICLE 11: PAYROLL PROCEDURES

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

- A. Bargaining unit members shall receive payment in twenty-six (26) equal installments per year for the duration of this contract; unless there are 27 paydays, then the Bargaining Unit member shall have their annual salary divided by 27.
- B. Bargaining unit members shall have his/her payroll check directly deposited to an account of his/her choice. Employees shall designate the account for the direct deposit to the Board Treasurer.
- C. Separate checks will be issued five (5) times per year as stated in Article 15 C-3 and Article 15 E-8a. Bargaining unit members who wish to have a separate check for pay of supplemental contracts, attendance bonus, or personal leave reimbursement will fill out the appropriate approved forms provided for you in your teachers handbook or on the district web site. Forms are to be forwarded to the Treasurers office at least fourteen (14) calendar days prior to when the check would be normally issued.

#### ARTICLE 12: PAYROLL DEDUCTIONS

- A. Payroll deductions shall be authorized by the Treasurer for the teacher upon written request by the teacher for the following:
  - 1. Union dues, or fair share fee as notified by the teacher or Association;
  - 2. Federal Tax withholding;
  - 3. State Tax withholding;
  - 4. State Teachers Retirement System;
  - 5. The approved current insurance policies (annuities) that are now or have been in the past deducted;
  - 6. Christmas Club;
  - 7. Health Insurance Premiums; and
  - 8. IRS 125 Plan (Cafeteria Plan).
- B. All payroll deductions must be signed up for during the enrollment period or prior to October 1 of each school year. Notification of all cancellations must be given two (2) weeks prior to going into effect.

#### ARTICLE 13: TRANSPORTATION REIMBURSEMENT PROCEDURE

- A. Bargaining unit members who use their own private vehicles during the school day for administration approved school business shall be reimbursed mileage at the current IRS rate.
- B. Requests for mileage reimbursement shall be submitted on Board adopted mileage reimbursement forms.

- C. Reimbursement of such mileage shall be paid within two (2) weeks after board approval.
- D. Mileage reimbursement forms shall be submitted by the second Friday of each month to the Treasurer's office. Mileage reimbursement forms not submitted by the second Friday of the month will not be honored until the following month.
- E. All teachers who sign a request for reimbursement of mileage are affirming their possession of automobile liability insurance.

ARTICLE 14: DUES DEDUCTIONS

- A. Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time as said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.
- B. Authorizations to make such deductions must be filed with the Treasurer by September 1st in the year such deductions are to begin.
- C. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 1st of each year the amount to be deducted for Association membership dues in accordance with the employee authorization.
- D. Deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in September and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 1st shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted.
- E. All dues money deducted shall be forwarded to the Ohio Education Association on a monthly basis as stipulated by the Association. The Board Treasurer will forward a listing of individuals from whom dues have been collected along with the amount deducted to the OEA and the SVEA.
- F. The Board shall be relieved from making such individual check-off deductions upon:
  - 1. Termination of employment;
  - 2. Transfer or promotion to a job outside the bargaining unit;
  - 3. Reduction in force or layoff;
  - 4. An authorized unpaid leave of absence; or
  - 5. Revocation of the payroll deduction authorization by the member.
- G. The Board shall not be obligated to make dues deductions from any bargaining unit member who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

- H. It is specifically agreed that neither the bargaining unit members nor the Association shall have claims against the Board for errors in the processing of deductions, unless a claim of error is made to the Treasurer in writing within sixty (60) days after the date such an error was made or the receipt by the Association of the dues list in paragraph E above. It will be corrected at the next pay period that Association dues would normally be deducted by deducting the proper amount.
- I. Membership or non-membership in the Association shall not be a prerequisite for employment or continuation of employment of any bargaining unit member nor shall the payment of any dues, fees or assessments. Bargaining unit members must submit to the Board or the Treasurer written authorization sixty (60) days prior to the date the bargaining unit member wishes dues to no longer to deducted from his/her check.
- J. It is specifically agreed by the Board and the Association that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association agrees that it will indemnify and hold the Symmes Valley Local School District harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Board. Once Association dues are remitted to the Association, their deposition shall be the sole and exclusive obligation and responsibility of the Association.

#### ARTICLE 15:LEAVES OF ABSENCE

- A. Jury Duty/Witness Duty.
  - 1. Bargaining unit members will be paid at the regular rate of pay on regularly scheduled school days during which the employee is absent from duty to jury service. After absence from such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular salary from the Board of Education for the day or days of excused absence for this purpose.
  - 2. Days used on jury duty shall not be deducted from sick leave or personal leave and shall not be counted against unit members on school board attendance policies, attendance bonuses or personal leave reimbursement.
  - 3. If the unit member is subpoenaed as a witness in court appearance for a case related to his/her job assignment within the Symmes Valley Local School District, except where the unit member or his/her professional Association is a plaintiff in a case wherein the Board of Education is a Defendant, the unit member shall be paid by the Board as if the unit member has worked a normal day.

B. Military Leave.

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

C. Personal Leave.

1. Teachers shall be granted three (3) unrestricted days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day. Such leave must be approved five (5) days in advance by the Building Principal, except in cases of emergency.
2. Personal leave must be taken in full day increments. Personal leave will not be deducted from sick leave.
3. Members who do not use personal leave each school year shall be reimbursed as follows:

<u>DAYS USED</u>	<u>REIMBURSEMENT</u>
0	\$375.00
1	\$250.00
2	\$125.00

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

4. If a member has personal leave days remaining at the end of the school year, the member will have a choice of taking the reimbursement or they may exchange those days for 50% worth of sick leave. One personal leave day converts to ½ sick day.

D. Professional Leave.

1. Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.
2. Members may be granted professional leave if the request meets the following criteria:
  - a. Directly related to their assigned duties as a member;
  - b. Designed to improve the member's performance in their assigned duties.

3. Requests for professional leave will be submitted through the Principal to the Superintendent or his/her designee at least thirty (30) days in advance of the requested date. The Superintendent shall deny or approve such professional leave request within thirty (30) days after he/she has received the leave request, with the Superintendent's decision being final.
4. Visitation to other schools will be restricted to schools within a reasonable distance, except under special circumstances.
5. Reimbursement for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.
6. Approved requests will be forwarded for Board action.
7. Attendance shall be required at the professional meetings for which professional leave has been granted.

E. Sick Leave.

1. Annual Allowance.

Certification personnel in the Symmes Valley Local School District shall earn sick leave at the rate of one and one-fourth (1 1/4) days per month for a total of 15 days per year.

2. Accumulation.

Employees may accumulate an unlimited amount of sick days.

3. Approved Use of Sick Leave.

Sick leave is to be used by the employees of the Symmes Valley Local School District in full-day increments. Requests must be submitted on the proper form stating the reason for leave. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. (Reasons enumerated under the statutory provisions of Ohio Revised Code Section 3319.141 are acceptable). Employees on sick leave for more than four (4) consecutive days must present a signed statement from the physician stating the reason for treatment, and date the employee may return to active employment.

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

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

6. The Superintendent will require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, the employee must present the name and address of the attending physician and the dates when he/she was consulted.
7. A bargaining unit member's accrued sick leave and personal leave shall be shown on each paycheck stub.
8. Bargaining unit members who are absent for zero (0) days for any reason (which means no use of sick leave) for an entire nine (9) weeks shall receive a perfect attendance bonus of two hundred fifty dollars (\$250.00) for each nine (9) week period in which they maintain perfect attendance as defined in this Article. Personal leave does not count against Attendance Bonus pay.
  - a. This bonus shall be paid within the next pay period after the last day of each such nine (9) week period in which it is earned.

F. Child Care Leave.

1. Any teacher with the Symmes Valley Local School District who is expecting a child or who is adopting a child one (1) year of age or less, shall be granted a leave of absence without pay upon application. Such leave shall be no longer than one (1) academic school year.
2. Applications for child care leave shall be in writing and shall contain a statement of the expected date of birth or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the teacher anticipates return to service. Such application shall be submitted to the Superintendent at least thirty (30) days before the desired effective date. This requirement may be waived by the Superintendent.
3. The employee shall be entitled to return to the position held prior to the leave of absence if the position is still available or to a similar position.

G. Unpaid Leave of Absence.

1. A bargaining unit member may request an unpaid leave of absence of up to one (1) year duration for legitimate causes. Such request shall be made in writing to the Board. The Board shall have the authority to deny the request or approve the request with conditions set forth in writing.
2. The bargaining unit member, while on such leave, shall not be employed by another employer for compensation during the leave of absence period or the bargaining unit member's employment with the Symmes Valley Local School District will stand terminated.

H. Assault Leave.

1. A bargaining unit member who is absent due to physical disability from a clearly unprovoked attack that occurs on Board premises or while in attendance at an official school function and in the course of the bargaining unit member's employment will, subject to the approval of the Superintendent, be granted up to twenty (20) working days assault leave. During such leave the bargaining unit member will be maintained on a full pay basis.
2. Assault leave may not be granted under this Article unless the bargaining unit member in question:
  - a. Has a signed, written statement, on forms provided by the Board, justifying the granting and use of assault leave;
  - b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and
  - c. Agrees to file charges for criminal prosecution against the person or persons involved.
3. Falsification of either the signed statement or the physician's statement shall be grounds for suspension or termination of employment.

I. Association Leave.

1. The Board shall grant to the Association a total of two (2) paid days per year to attend Association business meetings, representative assemblies and lobby days, and two (2) additional days without pay for the purpose of lobbying for increased funding for local school districts.
2. Such leave must be applied for in writing forty-eight (48) hours in advance. Such leave is non-accumulative.

J. Family and Medical Leave.

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:
  - a. To care for a newborn son or daughter;
  - b. For a placement of a son or daughter with the bargaining unit member for adoption or foster care;
  - c. To care for a seriously ill spouse, child or parent; or
  - d. Because of their own serious health condition.

Entitlement to child care shall end upon the child reaching age (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the Superintendent at least a thirty (30) day notice, or as much as is practicable in foreseeable situations. The Board observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back twelve (12) months for determining eligibility and then forward from the date of application for FMLA twelve (12) months for the twelve (12) weeks of FMLA usage.
3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)
4. Medical certification shall be required to substantiate leave for reasons 1c. or 1d. stated above with the Superintendent having the option of requiring second and third opinions. Medical Certification shall include the following:
  - a. The date the condition began;
  - b. The probable duration of the condition;
  - c. Appropriate medical facts regarding the condition and the necessity for the leave; and
  - d. A statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.
  - a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Superintendent may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position. Intermittent leave may not be used for reasons 1a. or 1b. above.
6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employees fail to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.
7. For the purpose of this Article, the following definitions shall apply:
  - a. Serious Health Conditions: An illness, injury, impairment, or physical or mental condition that involves:

- (1). Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility;
  - (2). Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - (3). Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days.
- b. "Reduced Leave Schedule" - a leave schedule that reduces that usual number of hours per workweek, or hours per workday, of a bargaining unit member.
8. For the purpose of FMLA and this Article an "Instructional Employee" is defined as a person whose principal function is to teach and instruct students in a class, a small group, or an individual setting.
- a. Intermittent/Reduced Leave Schedule for instructional employees will be governed by the FMLA regulations.
  - b. Leaves near the conclusion of an academic term (school semester) taken by an instructional employee will be granted as provided by the FMLA regulations.

K. Transfer of Sick Leave.

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

1. A Bargaining Unit member who has more than twenty-four (24) days accumulated sick leave to his/her credit may transfer up to fifty percent (50%) of said leave twice per school year. For the purpose of the article, school year is defined as July 1 through June 30.
2. Once such transfer is completed, there will be no reaccrediting or transferring back of any unused sick leave.
3. The Superintendent may require documentation from the recipient's physician attesting to the nature of the illness.
4. Any transfer is to be voluntary and the transfer must be completed prior to the recipient's use of same.
5. Each request shall be reviewed on an individual basis.

## ARTICLE 16: ASSIGNMENTS, TRANSFERS AND VACANCIES

- A. The Superintendent has the authority to assign, reassign or transfer teachers.
1. Not later than May 15, and monthly thereafter of each school year, the Superintendent shall cause to be posted in all school buildings a list of known vacancies which will occur for the following school year.
  2. Teachers who desire a change in grade and /or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than five (5) working days after the vacancy is posted as listed in (1) above.
  3. In acting on a request for voluntary reassignment and/or transfer, the following criteria will be evaluated:
    - a. Individual qualifications of the applicant;
    - b. Instructional requirements of the position available;
    - c. Special criteria established by the Administration to achieve staff balance; and
    - d. Physical ability to perform the requirements of the position.
  4. An involuntary transfer or reassignment to be effective during the current school year will be made only after notification of the teacher involved, at which time the teacher may request a meeting with the Superintendent. Any reassignment made pursuant to this policy shall be in the best interests of the school district, as determined by the Superintendent.
  5. Whenever a vacancy arises, the Superintendent will cause to be posted, except in the instance of an emergency, a notice of said vacancy on a bulletin board in each school building for no less than five (5) working days before the position is filled. Vacancies will be filled on the basis of (3) above. Any new positions shall be posted with the following information:
    - a. When the position is available;
    - b. Requirements for the position;
    - c. Deadline for the application; and
    - d. Any other information deemed necessary by the Superintendent.
- B. The Board agrees that during the summer months announcements of vacancies shall be posted in the Board office and the High School Principal's office for not less than five (5) days and documented on direct deposit notices. Whether a vacancy exists will be at the sole discretion of the Superintendent and/or the Board of Education.
- C. For the purposes of this Article, an emergency shall be defined as an unanticipated vacancy, which occurs during the school year or within ten (10) workdays of the first day of the school year.

## ARTICLE 17: SEQUENCE OF LIMITED CONTRACT

- A. Limited regular contracts shall be issued in the following order:
1. Upon initial employment the first limited contract shall be for one (1) year.
  2. Upon renewal for the first time of a teacher's regular limited contract, a limited contract of one (1) year or two (2) years may be offered. A teacher offered a one (1) year contract will be given written reasons directed toward his/her professional improvement. Such written reasons shall not be grievable under the grievance procedure in Article 20.
  3. If, under paragraph A-2 above, a teacher is granted a one (1) year limited contract, then at the next renewal, the teacher shall be offered a two (2) year limited contract.
  4. Upon renewal of the two (2) year contract, a limited contract of three (3) years shall be offered. Subsequent limited contracts shall be three (3) years in duration.
- B. Supplemental contracts are a form of limited contract.
1. Any agreement to perform supplemental duties for which compensation is to be paid will be covered by a supplemental contract.
  2. All supplemental contracts will be reduced to writing by the Superintendent and approved by the Board of Education.
  3. Supplemental contracts automatically non-renew at the conclusion of each school year.
  4. Supplemental contracts or positions will be posted, but not filled under the terms of Article 16.

## ARTICLE 18: REDUCTION IN FORCE

- A. The Board may make reasonable reductions in force for any of the following reasons:
1. A decreased enrollment of pupils;
  2. The return to duty of regular teachers after leave of absence, and/or the return of a teacher on a continuing contract from an administrative position to the bargaining unit;
  3. A suspension of schools or territorial changes affecting the district;
  4. Financial difficulties of the district (which is defined annual spending in excess of annual revenue, which is determined by the two most recently audited financial statements.)
- B. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall within each teaching field affected, give preference to teachers of continuing contract status. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

For the purpose of this contract, under Section A of Article 18, teachers with the same evaluation rating (A, P, D, I) in the three most recent year's final evaluations shall be considered as "comparable".

- C. No new teachers shall be hired by the Board while there are teachers on the reduction in force list who are certified to teach in any teaching position which is open and who have taught in that or similar position in the last five (5) years and said teacher has not received an ineffective rating.
- D. For the purpose of paragraph B. of this Article, seniority shall be defined as length of continuous service as a certificated employee under a regular full-time teaching contract in the Symmes Valley Local School District. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence and/or by time spent in a non-bargaining unit position, but such time will not be counted in computing seniority.
- E. Notice of recall will be given by registered mail to the last address given to the Board by the member. A copy of the notice of recall will be given to the Association. If a member fails to respond in writing within 10 (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
- F. A member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless/he/she:
  - 1. Waives his/her recall rights in writing;
  - 2. Resigns;
  - 3. Fails to accept recall to the position he/she held immediately prior to his/her layoff or to a substantially equivalent position;
  - 4. Fails to report to work in a position what he/she has accepted with ten (10) days after receipt of the notice of recall unless such employee is sick or injured and so verifies in writing.

#### ARTICLE 19: NO STRIKE AND NO LOCKOUT

- A. It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Board agrees not to lockout the members of the bargaining unit during the term of this Agreement.

#### ARTICLE 20: GRIEVANCE PROCEDURE

##### A. DEFINITIONS

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

2. "Days" as used in this procedure shall be work days exclusive of negotiated or federally recognized holidays. During the summer months, days shall mean calendar days excluding Saturdays, Sundays and legal holidays.
3. The aggrieved or grievant shall mean a professional staff member, a group of professional staff members or the Association acting on behalf of itself or professional staff, or any member of a group of professional staff members.
4. The "party of interest" is the party or parties with whom the aggrieved has a grievance.
5. Representation of the aggrieved may be by any approved agent(s) of the Association.

B. Statement of Basic Principles of Operation

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. The Association will designate one or more representatives for processing grievances in each building. The name of the Association representative(s) will be given to the principal of the building (s) concerned and to the Superintendent within one (1) week after such designation.
3. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the appropriate forms setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.
4. The aggrieved shall be present at any grievance hearing. Meetings and hearings held under this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons entitled to be present to attend.
5. The number of days indicated at each Step shall be considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
6. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
7. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record. The Administration may settle any grievance prior to step without establishing precedence.

8. Any grievance not appealed in timely fashion stands resolved on the basis of the Administration's response at that Step. Any grievance not answered by the Administration in a timely fashion is automatically appealed to the next Step of the procedure.
9. During the term of this Agreement, no grievant may be represented by any teacher organization other than Symmes Valley Education Association in the grievance procedure initiated pursuant to this procedure.
10. The Association has the right to be present for the adjustment of any and all grievances.
11. Grievance forms shall be exhibited in the Appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.

C. Procedure

Level One

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

Level Two

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

Level Three

1. If the aggrieved is not satisfied with the disposition at Level Two he/she may initiate Level Three of this procedure. The Association and the aggrieved may refer the grievance to an arbitrator by giving written notice to the Superintendent and/or the Board of its desire to do so within ten (10) working days of the Superintendent's Level Two answer. The Superintendent and the Association shall jointly request a list of Arbitrators from the Federal Mediation and Conciliation Services (FMCS) or Arbitration Mediation Services (AMS) within thirty (30) days of the receipt of the Association's request for arbitration. Any cost or fees charged by the Federal Mediation and Conciliation Services (FMCS) or (AMS) for this list shall be paid solely by the Association/OEA. The selection of the arbitrator and the conduct of the hearing shall be in accordance with the voluntary rules and regulations of the FMCS or AMS.

2. The Arbitrator shall have no power or authority to make any decision:
  - a. Limiting or interfering in any way with any action taken by the Superintendent in connection with his/her responsibilities set forth in Article 16 of this Agreement.
  - b. Adding to, subtracting from, modifying, changing or amending the terms and provisions of this Agreement, or any written agreements between the parties.
  - c. Concerning the establishment of wage rates not negotiated as part of this Agreement.
3. The costs of the Arbitrator, including the travel expenses, hearing room, etc, and if requested by the Arbitrator, a copy of the record of the proceedings shall be shared equally by the parties.
  - a. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.
  - b. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the Arbitrator.
  - c. Every attempt will be made to have arbitration/grievance hearings on days or at a time that will not interfere with student instructional time. If this can not be arranged, the grievant and one union representative will be released from their duties without loss of pay.
4. If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Board's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from whatever source.
5. Non-renewal of limited contracts for teachers may be taken through the grievance procedure, short of binding arbitration. Binding arbitration is specifically excluded from application of disputes over the renewal of teachers whose contracts are in a non-continuing status. The only exception would be a dispute over a non-renewal that alleged the violation of a specific term of this Agreement.

D. General.

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

## ARTICLE 21: SALARIES

- A. The Symmes Valley Local School Board of Education will provide the members of the certified staff who are eligible for membership in the bargaining unit compensation as set forth in the tables included with this Agreement as Appendix A and B. Salary schedules shall go into effect September 1 of each year.
1. The term "BA+5" as it appears on the salary scale in Appendix A, and B shall be defined as completion of one hundred fifty (150) semester hours of education or two hundred twenty-five (225) quarter credit hours of education (which includes those hours required for a BA degree; however, this means thirty (30) graduate semester hours completed after the receipt of the BA degree or forty-five (45) graduate quarter credit hours completed after the receipt of the BA degree). This paragraph applies only to those employees hired after December 1, 1987.
  2. The term "MA +15" as it appears on the salary scale in Appendix A, and B shall be defined as completion of fifteen (15) graduate semester credit hours of education after receiving a MA degree, and/or the attainment to two (2) masters degrees.
  3. Bargaining unit members are required to present proof by September 15th to the Superintendent and/or Treasurer of completion of the requirements in A-1 or A-2 to be able to advance on the salary schedule for that school year.
  4. Upon receipt of National Board Certification, a bargaining unit member will be given a one-time bonus of \$1,000.00.
- B. Extended time salary shall be based on one-ninth (1/9), two-ninths (2/9), or three-ninths (3/9) of the degree of the respective person, experience 0. The number of months of extended time shall be determined by the Superintendent.
- C. Supplemental contract salary schedule shall be a percentage of the base pay for teachers (B.S. Degree, Experience 0). Method of payment may be one pay period during the assigned duty, if requested by the employee and approved by the supervisor and superintendent. Final payment will be upon completion of all assigned duties.
- D. Symmes Valley Board of Education and the Symmes Valley Education Association (SVEA) agrees to the 2013-2014 through 2015-2016 salary schedules (See Appendices A, B, C) for the term of this Agreement.

## ARTICLE 22: SEVERANCE

- A. Upon retirement (as defined by Ohio Revised Code Section 124.39) from the Symmes Valley Local School District, an employee shall be compensated for unused sick leave to the extent of one-fourth (1/4) day of severance for each day of sick leave accumulated by the employee up to three hundred and twenty (320) days and unused by the employee to a maximum of eighty (80) days. The rate of compensation shall be determined by dividing the employee's base salary less any supplemental contracts for salary by one hundred eighty-two (182) days.

- B. To be eligible for severance pay from the Symmes Valley Local School District, the employee must have completed ten (10) years teaching service in the Symmes Valley Local School District immediately prior to retirement.
- C. Employees who have not completed the ten (10) years in the Symmes Valley Local School District as defined above are ineligible for benefits under this Article.
- D. In case of the death of a bargaining unit member before retirement, the bargaining unit member who is eligible for severance under B above, shall have paid to their beneficiary or estate any accrued severance pay in accordance with A above.
- E. When a teacher retires, they will accumulate their total fifteen (15) days of sick leave if they are on payroll the entire school year.

ARTICLE 23: STATE TEACHERS RETIREMENT PICK-UP

- A. The Symmes Valley Local Board of Education agrees to a State Teachers Retirement System "pick-up" utilizing the salary reduction method. Contributions to the STRS paid upon behalf of the employees at no cost to the Board will be made under the following terms and conditions:
  - 1. The amount to be "picked-up" on behalf of each employee shall be the statutorily mandated percentage of the employees gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
  - 2. The pick-up percentage shall apply uniformly to all members of the bargaining unit and shall become effective after Association ratification and Board approval of the final Agreement.
  - 3. No employee covered by this provision shall have the option to elect a wage increase of other benefit in lieu of the employer pick-up.
  - 4. Payment for all paid leaves, sick leave, personal leave, severance and supplemental including unemployment and workers' compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- B. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 24: MAINTENANCE OF STANDARDS

- A. This Agreement will be the sole recourse available to employees represented by the Association accordingly under Section 4117.10(A) of the Ohio Revised Code.

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

#### ARTICLE 25: NEGOTIATIONS PROCESS

- A. Representation.

Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with procedures set forth within this Agreement. The Board's negotiating team and the Association's negotiating team shall be limited to not more than four (4) members on each team. Neither party shall have control over the selection of the other party's team members.

- B. Authority of Negotiations.

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

- C. Good Faith Negotiating.

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

- D. Exchange of Information.

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

- E. Consultants.

The parties may call upon consultants, but the attendance of such consultants at the negotiation table shall not cause the maximum number of team members to exceed five (5). Cost of such consulting service shall be borne by the party requesting it.

- F. Request for First Meeting.

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

G. Submission of Issues.

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

H. Meetings.

The parties shall meet at places and times agreed on at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session.

I. Caucus.

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

J. Session Time Limits.

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

1. Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.
2. Bargaining sessions shall last a maximum of three (3) hours.

K. Progress Reports.

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

L. News Releases.

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

M. Item Agreements.

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

N. Distribution of Agreement.

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

2. The Board and the Association shall have the opportunity to proofread and approve the Agreement before and after printing.
3. Newly hired employees during the period of this Agreement will be furnished a copy of this Agreement by the Board of Education after official Board hiring action.

#### ARTICLE 26: IMPASSE

The impasse procedure herein shall supersede and replace the impasse procedures set forth under ORC 4117.14.

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

The Parties agree to negotiate in good faith, exchanging proposals and ideas in an effort to obtain a successor agreement. When either party declares impasse, the parties shall jointly contact FMCS for an assignment of a Mediator to attempt to mediate the issues at impasse.

- B. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than the fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All extensions shall be for a specified period of time.
- C. Impasse may be declared by either party. If after mediation the parties are still at impasse, the Union may exercise their right to strike under 4117.14(G) procedures, with proper notification to the Board of Education.

#### ARTICLE 27: SEVERABILITY

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

- C. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s) of this Agreement, then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.
- D. When a matter is excluded from mention or excluded by reference in this Agreement, there is no mandate for negotiation on the matter between the Association and the Board of Education.

#### ARTICLE 28: NON-RENEWALS AND TERMINATIONS

- A. Termination of a teacher's contract shall be in accordance with Ohio Revised Code Section 3319.16.
  - 1. Only the recommendations of the Symmes Valley Local School Superintendent are necessary under this paragraph.
  - 2. The Superintendent's recommendation will be in writing.
- B. Non-renewal of limited contracts shall be in accordance with Ohio Revised Code Section 3319.11, 3319.111, and 3319.112. If it is ruled that the evaluation procedures have been improperly completed or the notice may not timely given, as prescribed in the above sections, the teacher will be granted a one (1) year limited contract.
  - 1. The Board may reject the Superintendent's recommendation to renew or non-renew a teacher's limited contract; however, if the Board votes to non-renew, all notices and procedures under this contract and law must be fulfilled.
  - 2. In dealing with termination or non-renewal of a limited contract only the Local Superintendent's recommendation will be considered. The recommendation of the Superintendent to the Board must be in written form and a copy will be provided to the Symmes Valley Education Association representative on request.
  - 3. Teachers and other licensed positions shall be evaluated in accordance with Ohio law, including the Ohio Teacher Evaluation System, and adopted Board policy. If any provision of this article is rendered contrary to Ohio Law, the provision(s) shall be deemed null and void to the limits prescribed by law, with all remaining provisions to remain in full force and effect.

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

## ARTICLE 29: NON-DISCRIMINATION

- A. The Board of Education agrees not to discriminate against any member of the bargaining unit as to age, race, sex, religion, national origin, veteran's status, handicap, color, creed or membership or non-membership in the Association. B. Any individual who has a complaint of discrimination shall be encouraged to notify the Superintendent of said charge. The Superintendent shall cause the complaint to be investigated and a meeting to be held with complainant to attempt to resolve the alleged charge prior to outside agencies being notified or involved. This procedure is not meant to limit a bargaining unit member's right, but only to attempt to resolve any alleged complaint at the school district level.

## ARTICLE 30: INSURANCE

- A. The Symmes Valley Local Board of Education shall provide a health insurance and major medical plan possessing substantially similar benefit levels as the present plan to a full-time Bargaining Unit member with the Board paying ninety (90%) percent of the premium for either a single or family contract. Any revisions made will meet all requirements included in the Patient Protection and Affordable Care Act and Treasury Regulations.
- B. The Symmes Valley Board of Education will pay eighty (80%) percent of the premium for either a single or family contract for bargaining unit members hired after July 1, 2013.
- C. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure, as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this agreement. The Board will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions/deductions or benefit restrictions dictated by company guidelines. Any questions or disputes concerning these policies or plans of the benefits there under shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Board. Also, the Board agrees to pay a maximum of two hundred (\$200) dollars on a single plan and a maximum of four hundred (\$400) dollars on a family plan toward the deductible of in-network services. The employees must present an explanation of benefits (EOB) to the Treasurer in order to receive this payment. The payments will be made once annually on the first week of March.
- D. The Board shall have the right to implement any or all of the following cost containment measures: mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for designated surgical procedures.
- E. If the Board elects to change to a comprehensive plan under Article 30-C, the enrollment procedures and qualifications for coverage shall be equal to or better than those provided in the current insurance.
- F. Copies of insurance contracts pamphlets, information about insurance programs and procedures for changing insurance programs because of marriage, divorce, death of spouse, or change of employment status shall be available at the Treasurer's Office.

- G. The Symmes Valley Board of Education shall provide bargaining unit members with a life insurance program of \$35,000.00 coverage, the cost of which shall be paid by the Board.
- H. RESERVED.
- I. The Board of Education will provide a single or family dental plan to all full-time bargaining unit members with the Board paying 75% of the premium, so long as the new coverage and benefits are substantially similar or better than the present coverage. The group must meet participation requirements with the proposed carriers. Such plan will address the following areas: diagnostic services, preventative services, restorative services, maximum payment per person, and orthodontics optional as a group benefit.
- J. The Board of Education will provide a single, family, or employee plus dependent vision plan to all full-time bargaining unit members with the Board paying 75% of the premium.

#### ARTICLE 31: DISCIPLINE

- A. No bargaining unit member shall be disciplined, reduced in rank of compensation, or demoted, without just cause.
- B. The following system of progressive discipline will be followed:
  - 1. Verbal reprimand.
  - 2. Written reprimand.
  - 3. Suspension without pay.
  - 4. Discharge.

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

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

- C. The bargaining unit member's supervisor shall investigate the incident prior to beginning any disciplinary action.
  - 1. A notice of a pre-disciplinary conference shall be given to the employee who is subject to the pending suspension without pay or dismissal. The affected bargaining unit member may have an Association representative at such conference.
  - 2. The notice shall give the time, and place of the scheduled conference and shall provide at least 24 hours notice.
- D. An Association representative shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against the member.
  - 1. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all of the allegations should he/she desire to do so.

- E. Any teacher who is a member of the bargaining unit that is charged by a law enforcement agency with a violation of those sections of the Ohio Revised Code listed in Section 3319.31 (c) or who is charged by the Superintendent with a violation of the Licensure Code of Professional Conduct under Ohio Administrative Code 3301-73-21 shall be placed on Administrative leave without pay pending the resolution of the charges. Teachers who lose their license from the Ohio Department of Education shall be immediately terminated. If the member is found not guilty of the charges, and their license has been maintained or restored, the member's employment will be reinstated, and pay will be retroactive to the beginning date of the unpaid leave.
- F. Any disciplinary action shall be appealable through the grievance procedure.

#### ARTICLE 32: CALAMITY LEAVE

- A. The Superintendent will call the local radio and/or television stations to be notified no later than 6:30 a.m. of school closings. When calamity forces the closing of school for students, for five (5) days within the school year, teachers shall, with no loss in pay, not be required to report to work. When openings are delayed for the students, teachers shall report to work within thirty (30) minutes before school is to open.
- B. "Calamity" is defined as a closing necessitated by outside influence such as, but not limited to, weather.
- C. Time lost due to calamity that is required to be made up by the state regulations shall be made up without additional pay.

#### ARTICLE 33: DRUG-FREE WORKPLACE

##### A. INTRODUCTION

The goal and intent of this Article is the rehabilitation and assistance of those first-time offenders who have drug problems. However, action taken against a Bargaining Unit member shall be determined by individual circumstances of each case and disciplinary action up to and including termination if possible. The Board's intention is not to target individuals taking properly prescribed medications.

- B. No employee of the Symmes Valley Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.
- C. "Workplace" shall be defined to mean the site for the performance of work done. The workplace includes any school building, school property, school-owned vehicles or school approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activities, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.
- D. As a condition of employment, each employee shall notify his/her supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such correction.

- E. In the event that an employee violates the terms of this policy, action taken against said employee shall be determined by the individual circumstances of each case followed by disciplinary action up to and including termination.
- F. Only the Superintendent or his designee acting in his absence may order a drug test.
- G. When the administration has reasonable suspicion to believe that:
  - 1. An employee's work performance has been negatively affected by the use of alcohol, prescription drugs, or illegal drugs,

The administration shall have the right to require the employee to submit to a breath alcohol or a urine drug test as set forth in this agreement.
- H. Detailed testing procedures shall be developed by the Superintendent, in consultation with SVEA representatives to:
  - 1. Positively identify employee prior to testing;
  - 2. Provide for employee privacy and security of samples;
  - 3. Establish if an employee is taking any drug legitimately under medical supervision.
- I. The laboratory selected to conduct the analysis will be experienced and capable of proper quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.
- J. The administration will give employees an opportunity for rehabilitative programs. An employee can nullify his/her rights by failing to participate in such programs. No employee will be discharged who abuses alcohol or drugs without the opportunity to participate in a rehabilitation program.
  - 1. Employees entering into a rehabilitation program shall be permitted to use any sick leave to their credit.
  - 2. Any employee who has exhausted his/her sick leave shall be granted Unpaid leave to participate in a rehabilitation program.
- K. The administration may also require employees to randomly submit to drug and/or alcohol screening. Random testing will be conducted up to two (2) times per year comprising up to 10% of total District work force, excluding those employees whose work assignment requires a Commercial Drivers License. Drug tests would be urine and alcohol tests would be breath.

#### ARTICLE 34: EMPLOYMENT OF RETIREES

This Article supersedes Ohio Revised Code 3319.111 and 3319.16.

1. A retiree is defined as a certificated staff member who has retired through State Teachers Retirement System and is receiving a monthly stipend from said retirement system.
2. A newly employed retiree shall be placed in the BA educational column at Step 0 of the current contract.
3. Retirement from the Symmes Valley Local School District shall be considered a break in employment.
4. RESERVED.
5. Re-employed retirees may be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC. If employed in consecutive years, they will remain in Step 0 of the BA educational column.
6. Returning employees will accrue 1 1/4 day per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.
7. Such retired member is not eligible to receive a additional severance payment upon leaving employment with the District, nor will he or she accrue seniority.
8. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 18 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended.
9. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the right and benefits of the Symmes Valley Education Association/OEA/NEA.
10. This provision and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13 and all other applicable laws.

#### ARTICLE 35: TUITION REIMBURSEMENT

- A. The teaching staff will be given the opportunity to enhance their teaching skills with the development of a Tuition Reimbursement Program established by the Symmes Valley Board of Education. Pre-approved college courses in the field of education and teaching subject area will be reimbursed at fifty percent (50%) of the cost of the tuition for Bargaining Unit members who have at least three (3) years of teaching service with the District. If they have been given tuition reimbursement and leave before finishing five years in the district, they must repay the Board for the total amount they had been reimbursed. The Board will place five thousand dollars (\$5,000.00) in a Tuition Reimbursement Fund for each of the 3 years of this negotiated agreement. Any funds unused by July 1<sup>st</sup> will be restored to the fund it was withdrawn from.

- B. Bargaining Unit members may apply for Tuition Reimbursement on the approved district form. Applications will be received by the Association and dated when accepted on a first come first approved basis. Applications will then be recommended to the Superintendent for final approval.
- C. The reimbursement will be for a maximum of three (3) semester or five (5) quarter hours per school year. A Bargaining Unit member must apply for the reimbursement with a paid receipt and a grade of "B" or greater in the course within thirty (30) days of the completion of the course. Any Bargaining Unit member who fails the course, withdraws, or does not complete the course within the time lines will lose their position for reimbursement.

#### ARTICLE 36: TERMINATION

- A. This Agreement constitutes the entire contract between the Board and the Association and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Board and the Association, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter, which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.
- B. This Agreement shall become effective as of July 1, 2013, except as otherwise indicated herein, and shall remain in effect up to and including June 30, 2016 and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to May 1, 2016, or prior to the date of expiration of any annual renewal hereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

APPENDIX A  
 SYMMES VALLEY TEACHERS SALARY SCHEDULE - FOR 2013-2014

STEPS	BA	BA+5	MA	MA+15
0	\$31,139 1	\$32,775 1.0525	\$35,966 1.155	\$37,679 1.21
1	\$32,775 1.0525	\$34,486 1.1075	\$37,679 1.21	\$39,391 1.265
2	\$34,409 1.105	\$36,199 1.1625	\$39,391 1.265	\$41,104 1.32
3	\$36,044 1.1575	\$37,912 1.2175	\$41,104 1.32	\$42,817 1.375
4	\$37,679 1.21	\$39,624 1.2725	\$42,817 1.375	\$44,529 1.43
5	\$39,313 1.2625	\$41,337 1.3275	\$44,529 1.43	\$46,242 1.485
6	\$40,948 1.315	\$43,050 1.3825	\$46,242 1.485	\$47,955 1.54
7	\$42,583 1.3675	\$44,763 1.4375	\$47,955 1.54	\$49,667 1.595
8	\$44,218 1.42	\$46,475 1.4925	\$49,667 1.595	\$51,380 1.65
9	\$45,853 1.4725	\$48,188 1.5475	\$51,380 1.65	\$53,093 1.705
10	\$47,487 1.525	\$49,901 1.6025	\$53,093 1.705	\$54,806 1.76
11	\$49,122 1.5775	\$51,613 1.6575	\$54,806 1.76	\$56,518 1.815
15	\$50,758 1.63	\$53,326 1.7125	\$56,518 1.815	\$58,231 1.87
20	\$52,392 1.6825	\$55,039 1.7675	\$58,231 1.87	\$59,944 1.925
25	\$54,027 1.735	\$56,751 1.8225	\$59,944 1.925	\$61,655 1.98
27	\$55,661 1.7875	\$58,464 1.8775	\$61,655 1.98	\$63,368 2.035

APPENDIX B:  
 SYMMES VALLEY TEACHERS SALARY SCHEDULE - FOR 2014-2015

STEPS	BA	BA+5	MA	MA+15
0	\$31,450 1	\$33,103 1.0525	\$36,326 1.155	\$38,056 1.21
1	\$33,103 1.0525	\$34,831 1.1075	\$38,056 1.21	\$39,785 1.265
2	\$34,753 1.105	\$36,561 1.1625	\$39,785 1.265	\$41,515 1.32
3	\$36,404 1.1575	\$38,291 1.2175	\$41,515 1.32	\$43,245 1.375
4	\$38,056 1.21	\$40,020 1.2725	\$43,245 1.375	\$44,974 1.43
5	\$39,706 1.2625	\$41,750 1.3275	\$44,974 1.43	\$46,704 1.485
6	\$41,357 1.315	\$43,481 1.3825	\$46,704 1.485	\$48,435 1.54
7	\$43,009 1.3675	\$45,211 1.4375	\$48,435 1.54	\$50,164 1.595
8	\$44,660 1.42	\$46,940 1.4925	\$50,164 1.595	\$51,894 1.65
9	\$46,312 1.4725	\$48,670 1.5475	\$51,894 1.65	\$53,624 1.705
10	\$47,962 1.525	\$50,400 1.6025	\$53,624 1.705	\$55,354 1.76
11	\$49,613 1.5775	\$52,129 1.6575	\$55,354 1.76	\$57,083 1.815
15	\$51,266 1.63	\$53,859 1.7125	\$57,083 1.815	\$58,813 1.87
20	\$52,916 1.6825	\$55,589 1.7675	\$58,813 1.87	\$60,543 1.925
25	\$54,567 1.735	\$57,319 1.8225	\$60,543 1.925	\$62,272 1.98
27	\$56,218 1.7875	\$59,049 1.8775	\$62,272 1.98	\$64,002 2.035

APPENDIX C:  
 SYMMES VALLEY TEACHERS SALARY SCHEDULE - FOR 2015-2016

STEPS	BA	BA+5	MA	MA+15
0	\$31,843 1	\$33,517 1.0525	\$36,780 1.155	\$38,532 1.21
1	\$33,517 1.0525	\$35,266 1.1075	\$38,532 1.21	\$40,282 1.265
2	\$35,187 1.105	\$37,018 1.1625	\$40,282 1.265	\$42,034 1.32
3	\$36,859 1.1575	\$38,770 1.2175	\$42,034 1.32	\$43,786 1.375
4	\$38,532 1.21	\$40,520 1.2725	\$43,786 1.375	\$45,536 1.43
5	\$40,202 1.2625	\$42,272 1.3275	\$45,536 1.43	\$47,288 1.485
6	\$41,874 1.315	\$44,025 1.3825	\$47,288 1.485	\$49,040 1.54
7	\$43,547 1.3675	\$45,776 1.4375	\$49,040 1.54	\$50,791 1.595
8	\$45,218 1.42	\$47,527 1.4925	\$50,791 1.595	\$52,543 1.65
9	\$46,891 1.4725	\$49,278 1.5475	\$52,543 1.65	\$54,294 1.705
10	\$48,562 1.525	\$51,030 1.6025	\$54,294 1.705	\$56,046 1.76
11	\$50,233 1.5775	\$52,781 1.6575	\$56,046 1.76	\$57,797 1.815
15	\$51,907 1.63	\$54,532 1.7125	\$57,797 1.815	\$59,548 1.87
20	\$53,577 1.6825	\$56,284 1.7675	\$59,548 1.87	\$61,300 1.925
25	\$55,249 1.735	\$58,035 1.8225	\$61,300 1.925	\$63,050 1.98
27	\$56,921 1.7875	\$59,787 1.8775	\$63,050 1.98	\$64,802 2.035

## APPENDIX D: SUPPLEMENTAL CONTRACTS

1. Category I 17%
  - A. Athletic Director (plus 10 days)
  - B. Band Director
  - C. High School Cheerleading
  - D. Head Baseball
  - E. Head Boys Basketball (plus 5 days)
  - F. Head Girls Basketball (plus 5 days)
  - G. Head Football (plus 5 days)
  - H. Head Softball
  - I. Head Volleyball
  
2. Category II 13%
  - A. Annual (Yearbook Advisor)
  - B. Assistant Athletic Director
  - C. Band Auxiliary Instructor
  - D. Assistant Baseball
  - E. Assistant Boys Basketball (High School)
  - F. Assistant Girls Basketball (High School)
  - G. Drama Club
  - H. Assistant Football (High School)
  - I. Assistant Softball
  - J. Assistant Volleyball (High School)
  - K. Head Weight Lifting
  - L. Elementary Yearbook
  - K. Junior High Cheerleading
  
3. Category III 10%
  - A. Summer Fitness (one male and one female)
  - B. Assistant Weightlifting
  - C. Senior Sponsor (Plus \$225.00 per chaperone at time of trip)
  - D. Junior High Boys Basketball
  - E. Junior High Girls Basketball
  - F. Junior High Football
  - G. Junior High Volleyball
  
4. Category IV 8%
  - A. Prom Sponsor
  - B. Beta
  - C. Student Council
  - D. Quiz Bowl

5. Category V

- A. Mentors - \$1,500 for each level 1 and 2 resident educator mentored.
- B. Mentors - \$500 for each level 3 and 4 resident educator mentored.

6. Category VI

- A. Tutors and Summer School \$22.50 per hour.
- B. Local Professional Development Committees, BLT, DLT, SLO Committees, \$24.00 an hour for all hours approved by the Superintendent in excess of hours as specified by Article 5(A) turned in and paid in one-quarter hours increments.
- C. Science Fair, Power of the Pen, and SCORES will be paid at a daily per diem rate.

## APPENDIX E: MEMORANDUM OF UNDERSTANDING REGARDING CLASS SIZE

When the average student enrollment of each class at any grade level is equal or greater than twenty-five (25), the teachers involved will meet with the Union Representative, Principal, Superintendent, and a Board Representative to discuss options.

Further, if the average student enrollment of each class in grades K-5 is equal to or greater than twenty-five (25), or if the average student enrollment in each class in grades 6-12 reaches fifteen percent (15%) above the state recommended guidelines (25), and no agreeable solution can be obtained, the association reserves the right to reopen negotiations on this item. This memorandum is considered null and void if Article 18 Section A, 4 is invoked.

Vocal music, instrumental music, and physical education classes are exempt from this Appendix.

## **Teacher Evaluation Policy**

The Board of Education (Board) of the Symmes Valley Local School District (District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law.

### **Definition of “Teacher”**

This policy applies to District employees who meet one of the following categories and is not a substitute:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

### **Assigning an Effectiveness Rating**

Each evaluation will result in an effectiveness rating of “Accomplished,” “Proficient,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as **Exhibit A** and incorporated herein.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

## Calculating Teacher Performance

Teacher Performance is evaluated during a minimum of two or three cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric. The following teacher evaluation tools will be utilized: The state approved teacher evaluation rubric (**Exhibit B**), and the state approved teacher walkthrough form (**Exhibit C**).

## Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

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

# Symmes Valley Local School District Teacher Evaluation Policy

2013

2. ODE Approved List of Assessments: To the extent use of value-added data is not required, assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
  
3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

NOTE: The state adopted student growth measure model will be used to determine what percentages of the three measures above will be used for each teacher category. **(Exhibit D)**

In the calculation for student academic growth, a student who has sixty or more excused and/or unexcused absences for the school year will not be included.

The minimum student learning objectives (SLOs) reporting requirement for each teacher in categories A, B, and C will be two (2), which are proportional and representative of each teacher’s schedule. However, it is recommended that teachers develop up to five (5) SLOs for possible inclusion in reporting data. SLOs and assessment will be submitted to the building SLOs Committee for approval no later than thirty (30) calendar days from the beginning of the teacher’s assigned course.

Beginning with the 2013-14 school year, educator category A1 shall be based on 50% of the value-added progress dimension. Educator A2 shall be based on value-added as proportionate to the teacher’s schedule.

Educator Category	Value-Added	Vendor Assessment	LEA Measures % SLOs/other Shared Attribution		Total=50%
<b>A1: Value Added</b>	50%		0%	0%	50%
<b>A2: Value Added</b>	10-50%		0-40%	0%	50%
<b>B: ODE Approved Vendor Assessment</b>		10%	40%	0%	50%
<b>C: LEA Measures</b>			50%	0%	50%

For approval of all teacher SLOs, a committee will be formed at each building that will review the SLOs. The following steps will be taken:

1. The committee will consist of the following individuals:  
*High School* – The Principal and four teachers

*Elementary* – There will be three SLO committees at the elementary level, representative of each pod. Each committee will consist of the Principal, three classroom teachers and one intervention specialist.

2. The committee must return the submitted SLO to the teacher within ten (10) school days of the required turn in date.
3. Each non-approved SLO must be resubmitted for approval within seven (7) school days until an approval is received.
4. The committee will return the resubmitted SLO following the next committee meeting date.
5. SLO data will be submitted to the evaluator no later than April 10<sup>th</sup>.

### **Evaluation Timeline**

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. If District Administrators are unavailable due to special extended circumstances, the Superintendent, in consultation with SVEA, will determine the replacement evaluator. Each evaluation shall include: 1) A pre-observation conference, 2) a minimum of two (2) formal observations (except those who are under consideration for nonrenewal) of at least thirty (30) minutes each with at least twenty (20) calendar days between formal observations, and the first observation will be prior to Christmas Break; and 3) Periodic classroom walkthroughs by the evaluator of a length between two (2) and ten (10) minutes. Classroom walk through forms will be provided to the teacher before the next formal observation. Post observation conferences will be held within five (5) days of the observation. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, at least one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Two of these observations will be conducted prior to Christmas Break. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation conducted pursuant to this policy at least once every two years. Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May of the applicable year, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

## **Credentialed Evaluators**

Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

## **Professional Growth and Improvement Plans**

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan. The professional growth plan is outlined in the state approved plan format. **(Exhibit E)**

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle. The professional growth plan is outlined in the state approved plan format. **(Exhibit E)**

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator for the evaluation cycle. The improvement plan is outlined in the state approved plan format. **(Exhibit F)**

## **Testing for Teachers in Core Subject Areas**

Beginning with the 2015-16 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two of the three most recent school years. “Core subject area” means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

## **Retention and Promotion Decisions**

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations. Comparable evaluations mean teachers that are rated within the same rating category (ineffective, developing, proficient, and accomplished).

## **Removal of Poorly-Performing Teachers**

If any teacher receives an ineffective rating and fails to complete the improvement plan, it shall be grounds for termination of the teacher.

# Symmes Valley Local School District Teacher Evaluation Policy

2013

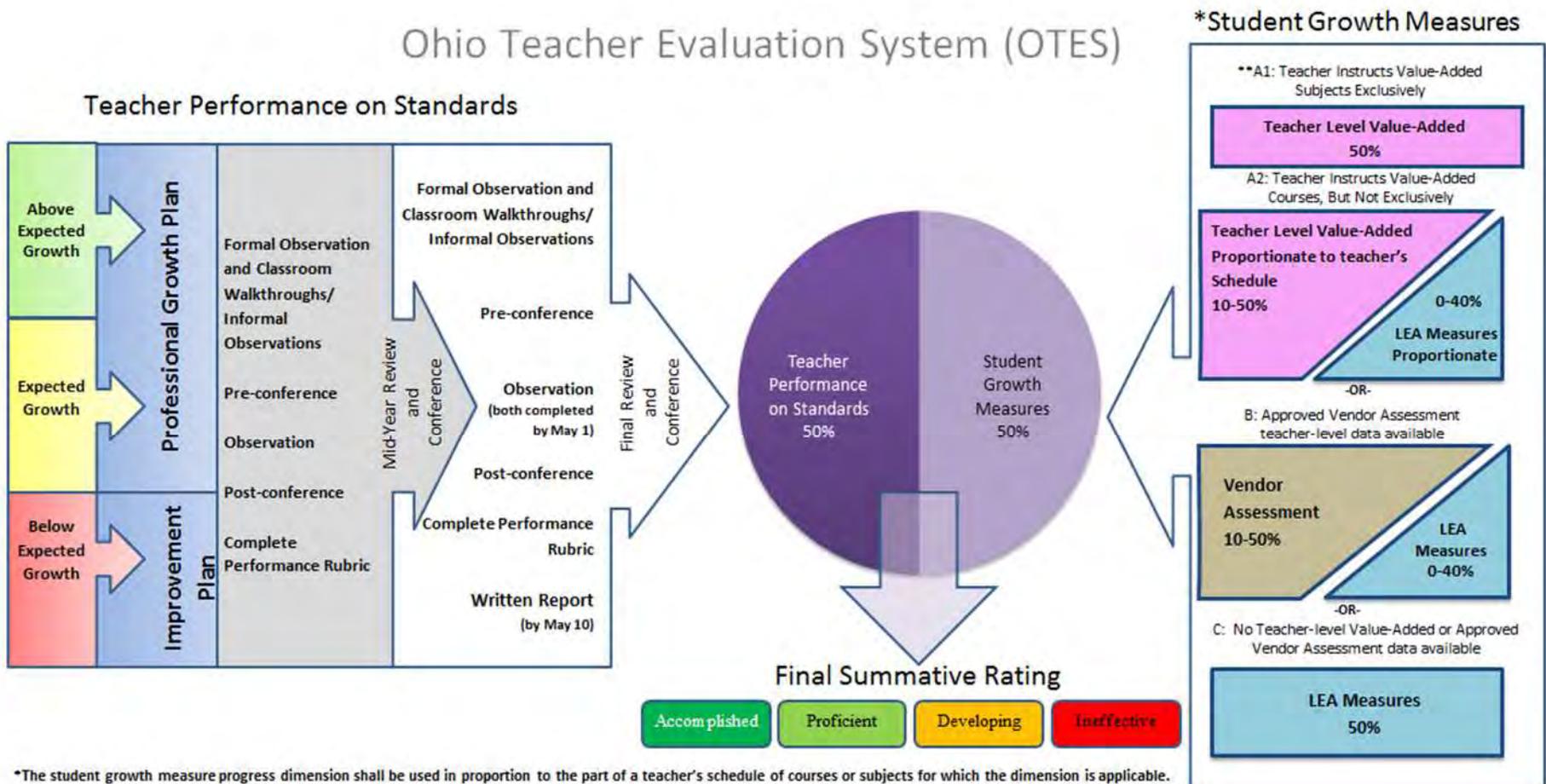
Beginning with the 2015-16 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “ineffective” on evaluations for two of the three most recent school years. Failure to receive a passing score of the examination shall be grounds for termination if the teacher has not attained a passing score on the same required examination after three consecutive administrations of that examination. If said teacher passes the examination, the evaluation cycle will restart.

## **Professional Development**

All leave and professional development request shall be in accordance with the collective bargaining agreement.

Policy Adoption Date: June 17, 2013

Teacher performance and student growth measures are combined in a summative teacher evaluation rating:



\*The student growth measure progress dimension shall be used in proportion to the part of a teacher's schedule of courses or subjects for which the dimension is applicable.

\*\*A1- If a teacher's schedule is comprised only of courses or subjects for which value-added progress dimension is applicable:

Until June 30, 2014, the majority (>25%) of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value-added progress dimension.

### Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)  Sources of Evidence: Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	<b>ASSESSMENT DATA</b> (Standard 3: Assessment)  Sources of Evidence: Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	<p><b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)</p> <p>Sources of Evidence: Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p>Sources of Evidence: Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
	<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-align: center;"><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.

		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING</b> (Standard 3: Assessment)</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALIS	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p>Sources of Evidence: Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p>
		<p>The teacher fails to understand and follow regulations, policies, and agreements.</p>	<p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p>	<p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p>	<p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p>
		<p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: ineffective, developing, proficient or accomplished.

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: the principal cares. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: for most teachers, what occurs in the morning is much different than what occurs in the afternoon.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

#### Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

#### Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

#### Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

## Informal Observation: General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

### Informal Observation: Open-Ended Form

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

Evaluator Name:            Time Walkthrough Begins:            Time Walkthrough Ends:

TIMES	OBSERVATIONS

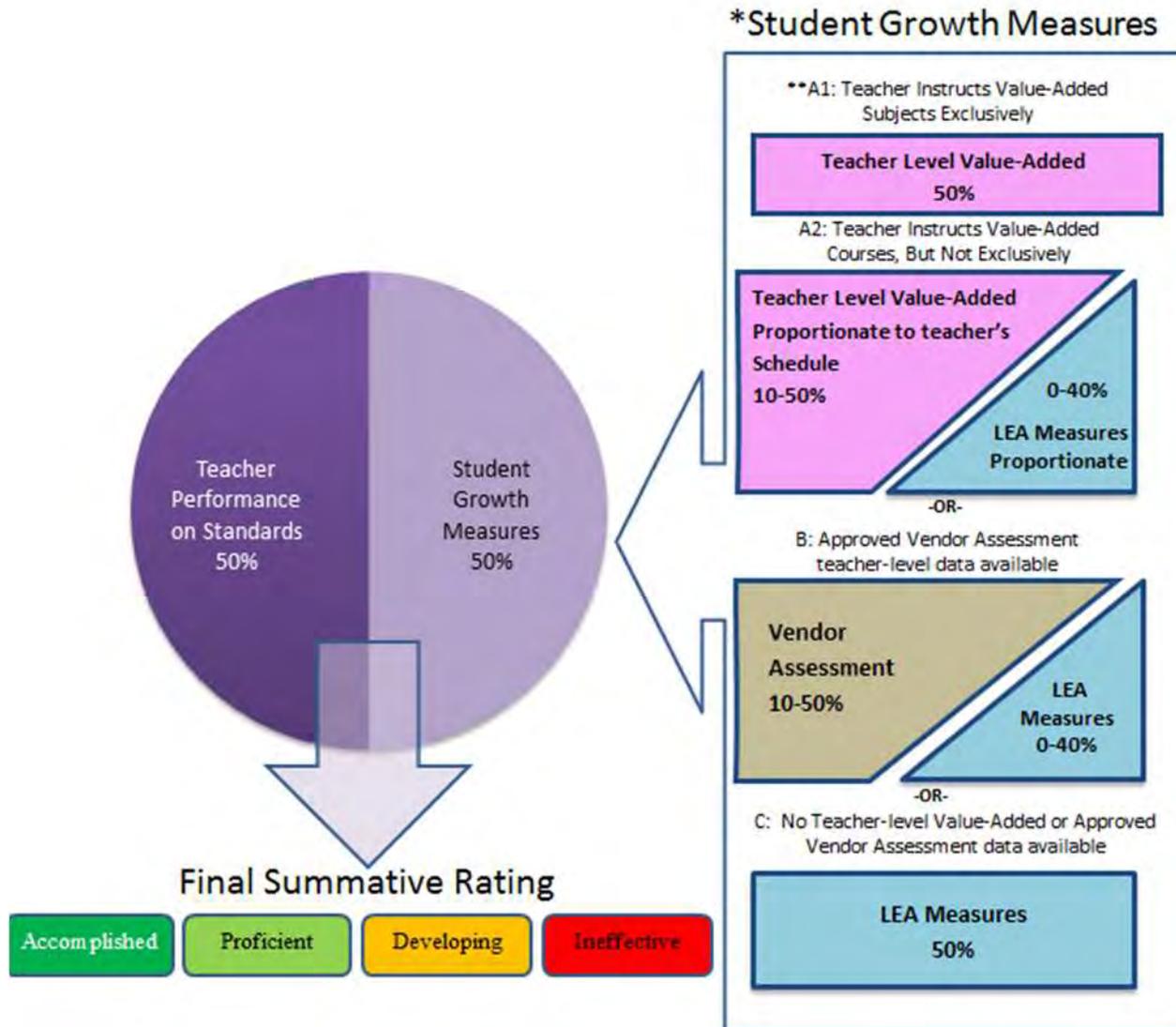
Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

### Student Growth Measures

Student growth measures shall account for fifty percent (50%) of the teacher evaluation. For the purpose of use in the OTES model, student growth is defined as the change in student achievement for an individual student between two or more points in time.



### Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p style="text-align: center;"><u>Annual Focus</u></p> <p style="text-align: center;">These are addressed by the evaluator as appropriate for this teacher.</p>	<p style="text-align: center;"><u>Date</u> Record dates when discussed</p>	<p style="text-align: center;"><u>Areas for Professional Growth</u></p> <p style="text-align: center;">supports needed, resources, professional development</p> <p style="text-align: center;">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p>Goal 1: Student Achievement/Outcomes for Students</p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		
<p>Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession</p> <p>Goal Statement:</p> <p>Evidence Indicators:</p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

## Improvement Plan

Teacher Name: \_\_\_\_\_

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement - List specific areas for improvement as related to the Ohio Standards for the Teaching Profession. Attach documentation.**

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

**Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.**

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

## Improvement Plan (continued)

## Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

## Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

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

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

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

Teacher’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\*The acceptable level of performance varies depending on the teacher’s years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

FOR THE SYMMES VALLEY  
TEACHERS ASSOCIATION:

Brian Schneider  
Brian Schneider, Association President

Brigitte Belville  
Brigitte Belville, Negotiating Team

Becky Bowling  
Becky Bowling, Negotiating Team

Patty Belville  
Patty Belville, Negotiating Team

Teresa L. Disckess  
Teresa Disckess, Negotiating Team

\_\_\_\_\_  
Sandy Sweetser, Negotiating Team

\_\_\_\_\_

FOR THE SYMMES VALLEY BOARD OF  
EDUCATION:

Chris Thompson  
Chris Thompson, Board President

Steve Brown  
Steve Brown, Board Member

Hope Rowe  
Hope Rowe, Board Member

Tommy R. Shepherd  
Tom Shepherd, Board Vice-President

Kent Wells  
Kent Wells, Board Memeber

Jeff Saunders  
Jeff Saunders, Superintendent

Jack Webb  
Jack Webb, Treasurer