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CONTRACT

EDGEWOOD TEACHERS ASSOCIATION

and the

EDGEWOOD CITY BOARD OF EDUCATION

July 1, 2019 through June 30, 2022

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ARTICLE I
RECOGNITION

- 1.01 The Edgewood City School District Board of Education, hereinafter referred to as the Board, recognizes the Edgewood Teachers Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all regular full-time and part-time certificated employees including but not limited to: regular classroom teachers, media specialists, special education teachers, special area teachers such as art, music, health and physical education, nurses, counselors and psychologists, occupational therapists, physical therapists, speech/language therapists, small group instructors (tutors) but excluding instructional aides, substitute teachers and all full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon. Hourly and certificated employees who work three (3) hours or less per day are excluded from the bargaining unit.
- 1.02 No new hiree shall be considered a part of the bargaining unit until such time as the provisions of ORC 3319.39 have been completed and the hiree is found to be eligible for employment. Neither the Association nor counsel paid by the Association shall assert on behalf of such a hiree that statutory termination or nonrenewal procedures apply to his or her release from employment.

ARTICLE II
PROFESSIONAL NEGOTIATIONS

- 2.01 The negotiation of a successor contract may be initiated by either party no earlier than one hundred twenty (120) work days or not less than sixty (60) work days prior to the expiration of this Contract. Items for negotiations during this reopener shall be wages, hours, and terms and other conditions of employment. An agreement will be reached within five (5) work days of the request to the time and place of the meeting which shall be held within fifteen (15) work days after the request has been submitted, unless both parties agree to an extension of time.
- 2.02 All of the dates set forth in this provision of the Contract may be extended by mutual agreement of the parties.
- 2.03 Negotiations meetings shall be scheduled with the least interruption of school schedules; however, if necessary and with the consent of both parties, Association members of the team may be released from school duties to attend meetings without loss of pay or leave days. Meetings shall be in executive session unless mutually agreed by both parties.

2.031 REPRESENTATION

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to not more than five (5) nor less than two (2) representatives each of the Board and of the Association. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.032 ASSISTANCE

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Each negotiating team shall be authorized to admit not more than three (3) consultants to any negotiation meeting. They shall be without the right to speak during said meetings unless mutually agreed to by the parties. The cost of any consultant shall be borne by the party utilizing such consultants. Necessary clerical assistance shall be provided at Board cost. Accurate minutes shall be maintained and approved at the next meeting.

2.033 INFORMATION

The Board and the Association agree to make available to the other, upon written request and in reasonable time, pertinent information in areas that are to be discussed during negotiations.

2.04 WHILE NEGOTIATIONS ARE IN PROGRESS:

2.041 News Release

No release may be made to the media available to the general public, which includes radio, TV, social media, internet and newspapers during negotiations unless submitted in writing to, and approved by, the representatives of both the Board and the Association.

2.042 Caucuses and Recesses

The chairperson of either group may caucus his/her group for independent discussion at any time. Caucuses shall be of reasonable length, not in excess of thirty (30) minutes. If an agreement cannot be reached in that caucus, a recess is in order.

2.043 Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other participant as a result of participation in the negotiation process.

2.044 Schedule of Meetings

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

2.05 ITEM AGREEMENT

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties until the contract is ratified.

2.06 AGREEMENT

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association.

2.061 Upon receipt of notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) calendar days to consider the approval or non-approval of the tentative agreement.

2.062 Only if the tentative agreement is ratified and approved by both the Association and the Board shall it become part of this Contract. No provision of the resulting Contract shall discriminate against any staff member because of membership or non-membership in the Association.

2.063 The Board and Association will share equally the cost of producing a copy of this Contract to all members of the bargaining unit, the Association having the responsibility to distribute it.

2.07 PROVISIONS CONTRARY TO LAW

Consistent with ORC 4117.10, the terms of this Contract supersede and replace conflicting provisions of state law. If any provision of this Contract which cannot be superseded by law is determined to be contrary to law, that provision shall be deemed null and void to the limits prescribed by law, with the remaining provisions to stay in effect. It is mutually agreed that either party may call for renegotiations of those provisions that would become null and void.

2.08 Any bargaining which takes place during the term of this Contract, either through mutually agreed upon reopener or as may be required by law, shall be in conformance with procedures set forth in this Article. In lieu of the mediation and fact-finding process set forth in ORC 4117.14 (C), the parties agree to the following mutually-agreed upon alternative dispute resolution procedure. If either party believes that impasse has been reached in negotiations, the party may request the appointment of a mediator from the Federal Mediation and Conciliation Service to assist the parties in attempting to reach agreement. The parties' representatives shall meet with the mediator at mutually agreed dates, times, and places. Mediation shall continue for no longer than fifteen (15) days from the first scheduled mediation date. If no agreement has been reached by the end of the mediation deadline and the terms of the contract over which negotiations have taken place have expired, then the Association shall have the right to proceed in accordance with ORC 4117.14 (D) (2).

2.09 MID-TERM BARGAINING

The Board of Education shall provide the Association notice and an opportunity to bargain about mid-term changes affecting wages, hours, terms and conditions of employment. If the parties reach an impasse, the Board of Education has the right to implement its last offer on the issue(s) being bargained and the Association may exercise its right under ORC 4117.14(D)(2).

The grievance procedure shall be the only means for the Association and/or any employee to challenge the Board of Education's compliance with its mid-term bargaining obligation. Neither the Association nor any employee may file an unfair labor practice charge or other claim that the Board of Education has failed to comply with any obligation to bargain under this Contract or state law.

ARTICLE III
GRIEVANCE PROCEDURE

3.01 PURPOSE AND OBJECTIVES

The function of this grievance procedure is to guarantee each certified employee the opportunity to air his/her complaint with assurance that he/she will receive fair and quick treatment. Grievance complaints shall follow the grievance procedures as outlined below.

3.02 DEFINITIONS

3.021 A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Contract.

3.022 A grievant shall be defined as a person who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this Contract.

3.03 GENERAL PROVISIONS

- 3.031 The lodging of any grievance shall be the right of the individual employee, a group of employees, or the Association.
- 3.032 If either the employee, immediate supervisor, principal, Superintendent, or the Board of Education so desires, they may be represented by counsel or any designated representative at any step after the first formal discussion if this has not resolved the problem.
- 3.033 Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
- 3.034 Failure of the aggrieved to proceed to the next level of the procedure within the specified time limits shall mean the grievance has been resolved by the recommendations stated in the previous level.
- 3.035 Failure of the administration to respond in the time limit stated shall automatically permit the aggrieved to proceed to the next step.
- 3.036 Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having complaint or problem, to discuss the matter informally with members of the administration through channels of communication. However, no settlement shall be made which is inconsistent with the terms of this Contract.
- 3.037 A day shall be a working day except June-August where day shall mean Monday through Friday.
- 3.038 A grievance may be withdrawn at any level without prejudice to the parties.
- 3.039 Any person who participates in these grievance procedures shall not be subjected to discipline and/or reprisal because of such participation. No copy of the grievance shall be filed in the personnel file of any individual involved in any grievance.
- 3.0310 The grievant shall have the right to representation at each and every step of the grievance procedure.
- 3.0311 In the case of grievances filed by the Association, the procedure will begin with the written grievance signed by the President of the Association or designee to the appropriate administrator.

3.04 PROCEDURE — If informal discussions do not resolve a problem(s) to the satisfaction of the teacher, he/she may lodge a formal grievance utilizing the following procedure:

- 3.041 Step One - The grievant shall file a formal, written grievance on the form provided as Appendix A of this Contract with the appropriate

administrator within thirty (30) days of the event that gave rise to the grievance. A copy of the written grievance shall go to the Superintendent. The administrator with whom the grievance has been filed shall schedule a hearing on the issue within ten (10) days of receiving the grievance. The administrator shall take action on the written grievance within ten (10) working days after the meeting with the grievant. The action and reasons for the action shall be reduced to writing and a copy sent to the employee, the Superintendent and the Association.

3.042 Step Two - If the grievant is still dissatisfied with the way his/her grievance is being resolved, he/she may appeal to the Superintendent. The Superintendent shall schedule a hearing on the grievance within ten (10) days of receipt of the appeal which shall take place within ten (10) working days. The Superintendent shall make his/her recommendations and submit his/her written reasons for the action within ten (10) working days of the appeal or meeting with the grievant. Copies of the action taken shall be sent to the grievant and to the office of the Association.

3.043 Step Three - If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the Association may request arbitration. The request for arbitration should be submitted in writing to the Superintendent or designee within ten (10) working days from the receipt of the Superintendent's decision.

3.044 In the event that arbitration is requested, an arbitrator shall be selected from an American Arbitration Association list according to AAA voluntary rules and regulations. An arbitrator from another source, however, may be chosen if mutually agreed to by both parties. If both sides are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of nine (9) names from which the arbitrator shall be selected by the alternate elimination method. (Each side will eliminate one (1) name at a time until only one (1) name remains.) Either party shall be entitled to request a second list.

The arbitrator shall make a decision/recommendation on the grievance following a hearing with the grievant and/or his/her representative and the Superintendent and/or his/her representative. The arbitrator shall make a written report of his/her findings within thirty (30) days of the hearing. Copies of these findings shall be sent to the grievant, the Association, the building principal, the Superintendent and the Board of Education. The findings of the arbitrator shall be binding on the parties.

3.05 The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question or interpretation or application.

- 3.06 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract, nor to interfere with the rights of individuals, the Association or Board as expressly set forth in this Contract, in arriving at a determination of any issue presented that is proper within the limitations expressed herein.
- 3.07 The cost of the arbitrator shall be borne equally by the Association and the Board.
- 3.08 The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Contract and any extensions thereof.

ARTICLE IV
FACULTY ADVISORY COMMITTEE

- 4.01 There will be a faculty advisory committee in each building. This committee will meet once every two (2) months. As mutually agreed, additional meetings may be called by the building principal and committee chairperson.
- 4.02 Each committee shall be composed of the principal, assistant principal(s) and the ETA building representatives elected for that building.
- 4.03 The intent of the committee is to improve communications between the staff and administration regarding topics of mutual interest and/or to improve the educational effectiveness of the Building.
- 4.04 The committee shall be co-chaired by a building administrator and one building representative. The co-chairs shall be responsible for preparing the agenda and conducting the meetings. Each professional staff member and building administrator shall have the right to have matters placed on the committee agenda and all professional staff members in the building shall receive copies of the minutes of the committee meetings. The agenda will be provided to all committee members at least twenty-four (24) hours in advance.

ARTICLE V
DISTRICT FACULTY ADVISORY COMMITTEE

- 5.01 Each faculty advisory committee co-chair shall serve on the District Faculty Advisory Committee. The intent of the committee is to improve communications between the staff and administration regarding topics of mutual interest and/or to improve the educational effectiveness of the buildings and/or district. Its purpose would be neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communication. This committee shall be co-chaired by the Superintendent or designee and the ETA President or designee. The co-chairs will mutually be responsible for preparing the agendas, minutes, and conducting the meetings. The agenda will be provided to all members of the committee at least three (3) days in advance. *Ex officio* representatives shall be the Board counsel and OEA representative.

- 5.02 The committee shall meet once every two (2) months. As mutually agreed, additional meetings may be called by the co-chairs. The initial organizational meeting will be called in October by the Superintendent/designee.

ARTICLE VI
CONTRACT TERMINATION OR NONRENEWAL

6.01 TERMINATION OF A CONTRACT

The contract of a teacher may be terminated by the Board of Education by following the procedure as outlined in the ORC 3319.16.

6.02 NONRENEWAL OF A LIMITED CONTRACT

6.021 The provisions and procedures set forth in ORC 3319.11(G)(1-7) control and will be utilized in connection with the nonrenewal of a teacher's limited contract.

6.022 Teachers shall be notified in an informal discussion as early in the school year as possible that a recommendation not to renew their contract may occur and reasons for the nonrenewal would be discussed at that time. A signed notation will be made to show that an informal discussion was held. The teacher may have a representative of his/her choice at this meeting.

6.023 The Board must provide written notice of its intent not to renew employment of a limited contract teacher by June 1 prior to the expiration of the member's contract.

6.024 Any teacher receiving written notice of the intention of the Board to not renew the teacher's contract may, within ten (10) days of the date of receipt of the notice, file with the Treasurer of the Board a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

6.025 The Treasurer of the Board shall within ten (10) days of the date of receipt of the teacher's written demand described in paragraph 6.024, provide to the teacher a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

6.026 The teacher, within five (5) days of the date of the receipt of the written statement described in paragraph 6.025 above, may file with the Treasurer of the Board a written demand for a hearing before the Board regarding the Board's intention to not reemploy the teacher.

6.027 If a hearing before the Board is requested by the teacher, the hearing shall be scheduled within ten (10) days of the date of receipt of the

teacher's written demand for a hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date the written demand for the hearing was received.

6.028 Within ten (10) days of the conclusion of the hearing, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board to not reemploy the teacher, or an order vacating the intention to not reemploy the teacher and expunging any record of the intention, notice of the intention, and the hearing conducted pursuant to this division.

6.029 A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the Court of Common Pleas of Butler County, within thirty (30) days of the date on which the teacher received the written decision of the Board. In such an appeal, the court will be limited to determining whether the evaluation procedures have been complied with or whether the teacher was not given written notice on or before June 1 of the Board's intention not to reemploy the teacher.

6.03 PROBATIONARY EMPLOYEE STATUS

All members shall serve a probationary period of two (2) years. All members, upon initial employment, may be issued a one (1) year contract.

It is the intention of the parties that the provisions of this Section shall supersede and take precedent over the provisions of the Ohio Revised Code Sections 3319.11 and 3319.111.

All members serving in the first (1st) two (2) years of employment shall be probationary teachers and shall have no right of appeal if non-renewed after the first or second year of employment.

ARTICLE VII REDUCTION IN FORCE

If the Board determines it is necessary to reduce the number of bargaining unit positions under ORC 3319.17, or for financial reasons, the following procedures shall apply:

7.01 Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. The Superintendent will give preference within each teaching field affected to employees on a continuing contract. Employees with limited contracts will be reduced first before employees on continuing contracts within the affected areas of certification/licensure. The Superintendent shall not give preference to seniority except when making a decision between employees who have comparable evaluations. To the extent possible, the number of employees affected by a reduction in force will be minimized through attrition.

- 7.011 Student enrollment decline as specified in ORC 3319.17 may be applied by the District to mean decline of student enrollment in an individual program or department (e.g., Latin) which would necessitate the lay-off of a teacher in that program or department.
- 7.012 All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified or licensed to teach. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. The seniority list will be updated annually and shall be provided to the Association by January 30. The Association shall be provided a seniority list no less than thirty (30) days prior to the Board taking action to reduce staff. Any errors should be brought forth to the Superintendent within ten (10) work days after the receipt of the seniority list during a reduction.
- 7.013 Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this District.
- 7.0131 Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
- 7.0132 If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
1. the date of the Board meeting at which the teacher was hired, and then by;
 2. the date and time the teacher signed his/her initial employment contract in the District, and then by;
 3. if recorded, the time stamp the District received the contract;
 4. any remaining ties will be broken by lot.
- 7.014 Limited contract employees shall be reduced first utilizing the following order:
1. Certification/Licensure within the affected teaching field or position for nonteaching employees.
 2. Evaluation rating.

3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract employee in the affected teaching field being the first to be suspended.

Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract employees shall be reduced utilizing the following order:

1. Certification/Licensure within the affected teaching field.
2. Evaluation rating.
3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract employee in the affected teaching field being the first to be suspended.

7.0141 A continuing contract employee so affected may elect to displace another employee. Displacement shall be limited to areas of the employee's licensure/certification. An employee cannot displace another employee who has a higher evaluation rating, but may displace a less senior employee with a comparable evaluation rating. If an employee wants to displace another employee who works in a position that is evaluated under a separate evaluation system, the definition of comparability for the new system will be used and will be based on the employee's last full evaluation.

7.0142 A limited contract employee so affected may elect to displace another limited contract teacher. Displacement shall be limited to areas of the employee's licensure/certification. An employee cannot displace another employee who has a higher evaluation rating, but may displace a less senior employee with a comparable evaluation rating. If an employee wants to displace another employee who works in a position that is evaluated under a separate evaluation system, the definition of comparability for the new system will be used and will be based on the employee's last full evaluation.

7.0143 Any such election of displacement must be made within five (5) work days of the date that the teacher is notified he/she will be affected by the reduction in force.

- 7.02 Factors other than seniority, contract status, and evaluation ratings may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve an educational goal that could not be met by strict adherence to these factors.
- 7.03 The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:
- 7.031 No new teachers will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy.
- 7.032 Teachers shall be placed on a recall list and will be recalled for vacancies in areas for which they are certificated or licensed. Employees with continuing contracts will be recalled first. Evaluations will be considered in determining the order of recall. Employees with comparable evaluation ratings will be recalled based on seniority.
- 7.033 If a vacancy occurs, the Board will send a notice certified U.S. mail, return receipt requested, to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the District office within seven (7) calendar days of receipt. Vacant positions will be given to teachers in accordance with the recall order included in 7.032. Any teacher who fails to respond within seven (7) calendar days or who declines to accept the position will forfeit all recall rights. If all notices are returned as undeliverable or unaccepted, the Board shall post the position as a vacancy.
- Teachers on the recall list will be offered a temporary position created by a one (1) year leave of absence, or may be offered a part-time position in accordance with the recall order included in 7.032. A teacher who accepts or rejects a temporary or part-time position with the District shall maintain their position on the recall list.
- 7.034 A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
- 7.035 Teachers shall file with the Superintendent all newly issued or renewed teaching certificates from the State of Ohio. Offers of recall will be based on valid teaching certificates on file with the Superintendent at the time the offer of recall is sent.
- 7.04 This Article shall not require the Board of Education to fill any vacancy nor shall it interfere with any other lawful personnel procedures in the District. However, the District pledges not to use nonrenewals to accomplish reduction in force.

ARTICLE VIII
EVALUATION PROCEDURE

A new OTES evaluation system will be implemented during the 2020-2021 school year as required by law and regulations. To the extent the new framework or statutes conflict with the adopted MOU the parties will revise and update the relevant language. In the event the transition from the current evaluation model to the new version of OTES is delayed, the attached MOU (Appendix D) on evaluation procedure will be used for the length of this contract.

- 8.01 The Board affirms its belief in the value of a regularly conducted thorough, written evaluation of employee performance, such evaluation to be open to inspection by the employee, and open to insertion of statements and materials by the employee.
- 8.02 Employees must receive the most-timely and the best professional help that the District can make available to assist them in performing competently.
- 8.03 The evaluation forms and procedures to be used in evaluation of employee performance will be incorporated into the employee professional handbook.
- 8.04 If changes are considered for development of the evaluation form, a committee shall be formed with three (3) employees appointed by the Association and three (3) administrators appointed by the Superintendent to study and recommend to the Board and the Association a new evaluation form. No new evaluation form shall be utilized until both parties have mutually accepted the form.
- 8.05 GENERAL PROCEDURES FOR EVALUATION OF BARGAINING UNIT MEMBERS NOT SUBJECT TO EVALUATIONS UNDER R.C.3319.111 OR 3319.113:
 - 8.051 An employee will be told in advance of the approximate time and place of their first observation.
 - 8.052 The evaluation form shall be completed and placed in the employee's personnel file. The employee may attach his/her response to the evaluation. The employee shall be provided with a copy of the evaluation.
 - 8.053 The employee will be told who has been designated to prepare his/her final written evaluation. The designated administrator shall coordinate his/her evaluations and observations and may utilize observations of other personnel in preparing an evaluation report.
 - 8.054 Each formal observation shall be made for a reasonable length of time and documented by written summary.
 - 8.055 All observations of an employee shall be conducted with the knowledge of the employee.
 - 8.056 Each employee shall receive a copy of the observation report after the observation conference.

- 8.057 Observations shall be followed by an observation conference between the observer and employee within a reasonable time after the observations if deficiencies have been noted. During the conference areas of concern shall be discussed, specific suggestions for improvement made, and positive and negative points noted.
- 8.058 The designated evaluator may identify an employee who is having professional difficulties and in that regard shall offer specific suggestions to guide the employee toward the solution of the professional difficulty.
- 8.059 In addition to the provisions of the Articles listed above, employees whose contracts of employment are considered for nonrenewal will receive at least two observations in the year that the Board of Education takes action to nonrenew. Observations will be at least thirty (30) minutes each and a written report of the final evaluation results will be provided.
- The first observation must be completed by November 30 with a written report of the results issued no later than December 15.
- The second observation must be completed between December 15 and May 1 with a written report of the results issued no later than May 10.
- Challenges to compliance with the evaluation procedure for employees evaluated under this section whose contracts are nonrenewed may only be made pursuant to Section 6.02 of this Contract.
- 8.0510 For the purpose of RIF under 8.05, employees shall be deemed to have comparable evaluations based on evaluation rating categories included in the selected evaluation tool.

ARTICLE IX
COMPLAINTS AGAINST STAFF

- 9.01 The Board and the administration recognizes their responsibilities to support professional teaching staff members in the performance of their duties and shall fully support and assist in the maintenance and control of discipline in our schools.
- 9.02 Upon receiving a written complaint against a professional staff member, the principal shall give a copy of the complaint to the member. Only if a verbal complaint results in discipline is it to be made a matter of written record. The principal shall discuss the complaint with the staff member within ten (10) days following the receipt of the complaint.

- 9.03 If a conference is deemed necessary by the professional staff member, the principal or the complainant, the principal shall arrange said conference. The principal shall ensure all parties maintain a civil, respectful, professional manner during the conference.

ARTICLE X
FACT FINDING AND DISCIPLINE

- 10.01 A bargaining unit member may be disciplined, including suspended and terminated, for just cause. In the case of termination, the procedures in ORC 3319.16 shall apply exclusively. Disciplinary action, except termination, is subject to the grievance procedure.
- 10.02 Discipline will be administered progressively for the same or similar non-serious offenses. Progressive discipline shall take into account the nature of the violation, as well as the bargaining unit member's record of discipline. Discipline for non-serious offenses will proceed as follows: 1) verbal warning; 2) written reprimand; 3) suspension; 4) termination. Serious offenses may warrant immediate advancement to higher levels of discipline at the Superintendent/Assistant Superintendent/Human Resource Director's discretion. Anonymous complaints shall not be the sole basis for imposing disciplinary action. Documentation from verbal warnings will not be included in an employee's personnel file.
- 10.03 Before an employee receives a written reprimand or is suspended without pay, the employee shall have a fact-finding conference during which time the circumstance(s) shall be explored. The employee shall be notified in writing of the purpose of the fact-finding conference and the right to Association representative of his/her choice. A copy of this notice shall be given to the Association President. Except under extreme and/or unusual circumstances, the meeting shall be held within five (5) days of the date of the notice of the fact-finding conference. If the conference results in discipline, the reason for the discipline shall be reduced to writing and provided to the bargaining unit member and the Association President.
- 10.04 The fact-finding conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference. Barring an emergency removal, prior to an employee being placed on paid administrative leave, the Association President shall be notified and provided the reasons for such leave.
- 10.05 The Superintendent may suspend a bargaining unit member without pay for up to ten (10) days. A suspension without pay for longer than ten (10) days may only be imposed by the Board. Prior to the Board imposing a suspension of longer than ten (10) days, the bargaining unit member shall have the right to meet with the Board in executive session and be represented.

ARTICLE XI
PERSONNEL FILE PROCEDURE

- 11.01 A personnel file of all members of the instructional staff shall be maintained in the office of the Board of Education. This shall be considered an official file of recorded information of members of the instructional staff maintained by the Board and administration.
- 11.02 Teachers have the right to review all past employment materials in their official personnel files in the Board of Education office in the presence of the Superintendent or his/her designated representative. All materials pertaining to their employment as a teacher shall bear the date and signature of the employee as it enters the above file. (Transcripts and certificates are excluded from this requirement.)
- 11.03 A teacher can elect to make a written reply to any of the above-noted materials for insertion in the teacher's file.
- 11.04 Material which reflects on a teacher's teaching performance, character or professional attitude will not be placed in the file until the teacher has had an opportunity to read the material and respond. All material so placed shall meet the criteria of ORC 1347.05.
- 11.05 Written documentation of verbal warnings will not be considered for future discipline if there has been no recurrence of the same or similar misconduct or deficiency in performance after three (3) years from issuance. A written reprimand shall be removed from an employee's personnel file after three (3) years from issuance if there has been no recurrence of the same or similar misconduct or deficiency in performance during those three (3) years. Suspensions shall be removed after five (5) years if there has been no recurrence of the same or similar misconduct during those five (5) years.

ARTICLE XII
VACANCIES, PROMOTIONS AND TRANSFERS

12.01 Definition

1. Vacancy – is an open position which results from a transfer, resignation, retirement, death, nonrenewal, termination or the creation of a new position.
2. Voluntary Transfers – When a teacher requests a change in a grade level, department, course, or building assignment.
3. Involuntary Transfers – When the administration initiates a change in a grade level, department, course, or building assignment.

12.02 Intent Forms

By February 15 of each school year, the Superintendent or designee will poll all certified employees to determine their plans for the following year. The questionnaire shall provide the opportunity to indicate interest in any vacancy or new position which might occur in the teaching or extra duty assignments. Members of the staff are encouraged to submit changes or revisions of their interests indicated on those forms at any time in the Superintendent/designee's office. The Superintendent/designee and the principals shall refer to these requests whenever a vacancy occurs in the District.

12.03 Postings

12.031 Additionally, as positions become open or are newly created a written notice will be sent through District email to all certified staff during the school year and posted online for five (5) days. Postings shall include:

1. Date of posting;
2. Subjects or grade level;
3. Qualifications necessary, based on the qualifications set forth in the job description, and on any additional specialized training needs;
4. Deadline for application.

The administration shall interview, at a minimum, the two (2) most senior internal applicants who have not been interviewed in the past twelve (12) months for a position in the same building. If a teacher requests a transfer and is denied, the teacher, upon request, shall be provided the specific written reason(s) for the denial.

12.032 When a vacancy occurs or a new position is created after July 10 and the Board elects to fill the position, the newly hired employee filling the position will be hired on a one (1) year contract and shall sign a resignation form as part of the acceptance of an expiring contract. If the district wishes to rehire the employee, they shall be considered for purposes of this contract, entering his/her second year of continuous service with the district and serving the second year as a probationary employee under Section 6.03.

1. If a vacancy occurs after September 15, the Board may hire a long term substitute.
2. Vacancies filled pursuant to this Section of the Contract shall be posted pursuant to the provisions of this Contract.
3. The provisions of this Section of the Contract also apply to the hiring of replacements for members who have been granted a long term leave of one or more school years.

12.033 When a temporary vacancy is created by an employee who is on a leave of absence for the entire school year, the vacancy shall be filled by a newly hired employee on a one (1) year contract in which they shall sign a resignation form as part of the acceptance of the expiring contract. If the district wishes to rehire the employee, they shall be considered for purposes of this contract, entering his/her second year of continuous service with the district and serving the second year as a probationary employee under Section 6.03.

12.04 Summer Vacancies

During the summer (after the last teacher day of the teacher contract year and before the first day of the teacher contract year), if a vacancy occurs or a new position is created, the Board shall send a notice of the vacancy to all members through email. This notification shall be done at least five (5) calendar days in advance of the employment decision. Applicants from within the Edgewood staff shall be considered for the vacancy, promotion or transfer and interviewed in accordance with Paragraph 12.03. If a teacher requests a transfer and is denied, the teacher, upon request, shall be provided specific written reason(s) for the denial. Summer vacancies shall be filled in accordance with the provisions of paragraph 12.03, Postings.

12.05 Involuntary Transfers

12.051 Involuntary teacher transfers shall be avoided unless, in the judgment of the Superintendent or the Board of Education, they are in the best interests of the students and are made for educationally sound reasons. Members being involuntarily transferred shall be informed in writing of the specific reasons for the transfer. Upon request, the teacher shall meet with the Superintendent to discuss the reasons for the transfer. Involuntary transfers shall not be for disciplinary reasons or arbitrary or capricious.

12.052 If a change in assignment is necessary, the teacher will be notified by August 10, if possible

12.053 When because of declining enrollment, or because of the redistribution of students, it is necessary to transfer a teacher to another building, the least senior teacher in the certification area affected shall be the one to be transferred.

12.054 When a teacher is involuntarily transferred, they shall be given the equivalent of one half (1/2) day pay at their regular per diem rate to move their belongings.

12.06 Voluntary Transfer

12.061 No new teachers will be placed in any position until all transfer requests have been reviewed and the teacher is placed or rejected.

- 12.062 The reason for denial of a voluntary transfer shall be educationally valid and shall not be arbitrary or capricious.
- 12.07 The existence of a vacancy does not require the Board to fill a vacancy, nor shall it interfere with any other lawful personnel procedures in the District. The Superintendent shall determine whether and when to fill a vacancy pursuant to this Article and any other section of this Contract which might be applicable.

ARTICLE XIII SCHOOL CALENDAR

- 13.01 The Association will have input into the arranging of the school calendar including language designating parent-teacher conferences and conference exchange days for the following school year via the established means of the District Faculty Advisory Committee. The calendar agreed to in those meetings shall be presented to the Association for consideration and then to the Board.

ARTICLE XIV LENGTH OF SCHOOL DAY AND SCHOOL YEAR

- 14.01 Staff meetings, detention duty, curriculum meetings, etc. shall be kept to a minimum and shall be included within the work day to the extent possible. The teacher work day shall be seven (7) hours and thirty-five (35) minutes.
- 14.02 Extensions of the teacher work day or preempting a planning period shall be kept to a minimum.
- 14.03 The teacher work year shall be one hundred eighty-three (183) days. On the weekday immediately preceding the first student day there shall be one in-service/orientation/work day for staff, one-half of which shall be a student and meeting-free workday for staff. Teachers will complete the equivalent of one other student and meeting free work day at the school building during the calendar year. Teachers may choose when the hours will be completed, which may occur between August 1 and the first designated teacher in-service day prior to the start of the school year, or a designated teacher flex day. Teachers will submit documentation to their building principal.

Additionally, students shall be dismissed early at least three (3) days during the school year. The calendar committee will make a recommendation about placement/utilization of early dismissal days.

- 14.04 Principals shall have the discretion to assign guidance counselors and school psychologists up to five (5) or more extended days to be worked prior to the start of or after the end of the school year. The member assigned such extended days may elect to be paid for such days at his/her daily rate of pay or take off (flex) the day(s) during the school year. The Principal shall notify the member before the end of the school year if the Principal anticipates assigning extended days to the member.

14.05 Calamity Days

Each school year, employees shall not be required to report to work during a school-called calamity day, when students are not present, for the first five (5) calamity days. Afterwards, on day six (6) through day ten (10) employees shall not be required to report to work during a calamity day. However, employees may be required to make up these days during the first five (5) work days after the end of the school year. In the event that an employee has a personal day remaining, they can choose to use it on make-up calamity day 6-10, provided no students are in attendance on the make-up day.

ARTICLE XV WORKING CONDITIONS

15.01 Instructional planning time is an essential ingredient for good instruction. In order to allow time for planning during the school day, the Superintendent shall work with principals in order to schedule at least a thirty (30) minute continuous duty-free, student-free planning period each day for each teacher.

15.02 ELEMENTARY

Teachers in grades Preschool through five (5) shall have a minimum of 150 minutes planning time each week within the student day and a total of 250 minutes within the work week in addition to their thirty (30) minute duty-free lunch period. Time before and after the student day shall be duty free.

15.021 If needed, a duty committee in each building shall meet prior to the start of the first student day to address the needs of student supervision during arrival and dismissal times. The committee shall be composed of Association building representatives and building principal. Each committee will formulate a plan to address the student supervision concerns using a rotating and equitable system. Aside from the plan formulated above, time before and after the student day shall continue to be duty free.

15.022 Consistent with past practice, when elementary classroom teachers are required to conduct one-on-one assessments, the teacher may request and the principal may provide substitute coverage.

15.03 MIDDLE SCHOOL – HIGH SCHOOL

Every teacher shall be guaranteed the equivalent of one (1) preparation period per day. When teachers are required to grade achievement tests or practice tests, the teachers by department at the high school, by department/team at the middle school, and by grade level/individually at the elementary schools may choose either to have one half-day substitute coverage (if performed on school hours) or to be paid for up to three and one-half (3.5) hours at the curriculum meeting hourly rate (if performed outside of school hours).

15.04 CLASS SIZE

In order to maximize the potential to have an optimum learning environment, the Board will comply with the Ohio Department of Education's class size minimum standards. However, maximum limits shall be as follows:

Grades K-3	25 students per classroom
Grades 4-5	27 students per classroom
Grades 6-8	27.5 daily average per classroom

Inclusion general education classroom(s) grades K-5 shall strive to have no more than one-third (1/3) of its students under an IEP.

Overload Payments for Grades K-5

1. In the event that the number of students exceeds the maximum of students per classroom, beginning on September 15 of each year, the classroom teacher will receive \$6.00 per the number of students over the maximum limit times the number of days retroactive to the first day that the overload occurs. However, the maximum sizes stated above for grades K-3 shall not be exceeded by more than three (3) students.
2. Student enrollment will be verified through the EMIS/Progress Book systems. Payment for student overloads will be paid at the end of each pay period.

Overload Payments for Grades 6-8

1. In the event that the number of students assigned to an academic teacher exceeds an average of 27.5 students' daily average per classroom, beginning on September 15 of each year, the teacher is entitled to receive overload payments at the rate of \$1.50 per student over the 27.5 student limit times the number of days the overload occurs retroactive to the first day that the overload occurred. However, the maximum number of students shall not exceed 30 students' daily average per classroom for academic teachers.
2. Student enrollment will be verified through the EMIS/Progress Book systems. Payment for student overloads will be paid at the end of each pay period.

15.05 The principal shall, in consultation with department/team members, assign periods taught, number of preparations, homerooms and other non-classroom duty, such as cafeteria duty, in an equitable manner within each building and/or department/team. Concerns shall be reviewed by the principal and department/team members.

15.051 The fifteen (15) minutes before and the fifteen (15) minutes after the student day at the high school/middle school shall remain duty free for the teachers. Teachers assigned to study hall/advisory/homeroom at the high

school/middle school will not be required to prepare or present a lesson for that assignment.

15.06 SCHOOL PROCEDURES

- 15.061 Each principal will provide each teacher assigned to the building with a handbook, written rules, regulations and/or procedures at the beginning of each school year.
- 15.062 In regard to the dispensing of medication, certified staff shall dispense oral medication only for field trips. The District shall provide proper training to all certified staff prior to dispensing medication during a field trip.
- 15.063 Prior to May 1 of each school year, certified employees shall be notified in writing as to their tentative assignment including building and subject area assignment or copy of the tentative schedule for the following school year. If a split building assignment is necessary, this will also be indicated.

15.07 TIME COMPENSATION

- 15.071 Teachers required to attend staffing conferences (such as for IEPs) outside the work day will be compensated at their regular rate of pay.
 - 15.072 Curriculum meetings which occur outside the work day shall be compensated at a rate equal to the "Bachelors-Step One" hourly rate.
 - 15.073 If an administrator asks a teacher to cover another teacher's class, and the teacher accepts, or, if a teacher absorbs any part of another teacher's class upon the request of an administrator, the teacher shall be paid forty dollars (\$40.00) per class period. The district plan for securing substitute teachers will be followed. Intervention Specialist cannot be required to cover another teacher's class.
 - 15.074 Any class period thirty (30) minutes in length or shorter shall be paid at twenty-five dollars (\$25.00) per period.
- 15.08 Certificated personnel will not be asked to perform custodial and/or clerical duties that fall outside of their job description.
- 15.09 Teachers shall be provided a faculty lounge.
- 15.10 Art, music, and physical education classes shall be taught by specialists certified to teach in those areas. The need for additional part-time art, music, physical education teachers will be handled on an individual basis and this may mean that such part-time employee might not be certified in one of the fields listed above and these employees' part-time assignment shall not be considered permanent.

- 15.11 Teachers who are assigned to more than one (1) building in the same school day shall be scheduled for reasonable "travel time" to consist of at least thirty (30) minutes.
- 15.111 "Travel time" shall include time to put materials away at one (1) building, travel to the next building, and to have materials available ready to teach.
- 15.112 Extra duties (i.e., bus duty, lunch room supervision) shall be reduced in consideration of the heavier work load of the traveling teachers.
- 15.12 Department and/or grade level representatives/chairs shall be paid according to the approved placement on the supplemental salary schedule. The Principal shall assign a total of six (6) grade level unit leaders and one (1) special education leader in Elementary. The Principal shall assign six (6) department heads in the middle school, and six (6) department heads in the high school. There shall be one (1) unit leader department head for foreign language for the whole district at only half the pay of the other department heads (1/2 a department head). In total the district shall have eighteen and one-half (18½) grade level representatives and/or department heads.
- 15.13 Smoking and all tobacco products are prohibited in the district and in district vehicles.
- 15.14 In-school suspension shall continue to be considered a non-certificated position, whether or not the person assigned to it has a certificate.
- 15.15 A teacher shall have the right to refuse any/all student teachers.

ARTICLE XVI
ASSOCIATION/BOARD COOPERATIVE AGREEMENT

- 16.01 There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association. Nothing in this document shall prohibit any employee from presenting views to the Superintendent or the Board in accordance with Board policy. However, before any matter is presented at a Board meeting by any employee, a group of employees, or the Association, the matter shall first be presented to the Superintendent.
- 16.02 The Association will have the right to request use of school buildings without cost at reasonable times for meetings. The request for use of a building will be submitted to the principal in advance of the time and place of all such meetings.
- 16.03 There will be one (1) bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other such material.
- 16.04 The Association will have the right to use the inter-school mail system to distribute material of the type described above and the use of office equipment.

16.05 The Association may request and will be provided with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.

16.06 ASSOCIATION REPRESENTATIVES

16.061 The President of the Association or his/her designated representative, shall be allowed to visit schools before or after school hours to discuss problems or grievances that individual teachers may have.

16.07 POLICIES AND PROCEDURES HANDBOOK

A copy of the Board of Education policies, the negotiated Contact and employee handbook shall be made accessible to bargaining unit members online.

ARTICLE XVII
RESIDENT EDUCATORS/MENTOR TEACHER PROGRAM

17.01 Purpose

The purpose of the Resident Educators/Mentor Teacher Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual. As full- or part-time teachers under the Resident Educator License are hired, they will be assigned mentors. Persons under the Resident Educator License hired during the first month of the school year for a minimum of one hundred twenty (120) days shall be mentored; all others will not.

17.02 Criteria for Mentor Teachers

A teacher desiring to serve as a mentor must have completed the Ohio Resident Educator Training.

17.03 Selection Process for Assignment of Mentor Teachers to Resident Educators:

1. The mentor should be from the same building as the Resident Educator.
2. The mentor should teach in the same grade level or subject areas as the Resident Educator.

17.04 Compensation for Mentor Teachers

17.041 The mentor teacher shall be given a supplemental contract equal to the amount set forth at Level VI on the supplemental salary schedule.

17.042 Travel allowance and other related expenses shall be granted where appropriate.

17.05 Confidentiality

- 17.051 Mentor teachers shall communicate directly with the entry year teacher and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the entry year teacher shall be confidential information.
- 17.052 No mentor teacher shall participate in any informal or formal contractual evaluation of any entry year teacher.
- 17.053 No mentor teacher shall be directed, required, or requested to make any recommendation regarding the employment of an entry year teacher.

ARTICLE XVIII STUDENTS WITH SPECIAL NEEDS

18.01 Students with Special Needs

18.011 Definition of Terms

1. An IEP shall refer to a student's individual educational plan.
2. Identified Students shall mean those students who have special needs which are addressed in an IEP.
3. The IEP Team shall refer to the student and his/her parents or guardians and those teachers, counselors, psychologists, and/or administrators who are involved in the development and the implementation of the IEP.
4. The ETR (Evaluation Team Report) shall refer to the teachers, counselors, psychologists, and/or administrators, and special education coordinator or designee who conduct initial or re-evaluations.
5. A team meeting may include all the individuals from the IEP Team or only those involved in meeting a student's needs or addressing a particular student issue.

18.012 Inclusive Environments for Meeting the Needs of Identified Students

1. Each teacher at each grade level shall have the opportunity to meet with the IEP Team to discuss and provide input into decisions affecting the students with special needs who are in their classrooms. This includes the opportunity to participate in the annual IEP review. Teachers will be notified by the administration that IEP students are in their classes. Further, teachers will be provided with documentation which will inform them of their instructional duties regarding IEP students. Special education staff will consult with and will be available

to meet with classroom teachers about IEP students within ten (10) days of those students entering the classroom.

2. Any teacher or administrator involved in the child's educational plan can request a team meeting at any time to review the needs, supports, and services for a student. The degree of supports and services and the environment in which services will be provided is part of the IEP which is a legal document based upon the student's needs.
3. If mutual planning time for an IEP, ETR, 504 or RTI meetings, or a team meeting consultation or collaboration meeting cannot be arranged within the contractual teaching day, then a meeting outside the school day will be scheduled and approved by the building administrator or director/coordinator of special education. All bargaining unit members who attend the meeting will be paid their regular rate of pay. The meeting time and members in attendance will be documented on a time sheet form and submitted by the administrator to the Treasurer for reimbursement. Stipends will be paid as paperwork is approved and processed by the special education director/coordinator.
4. To preserve the educational balance in the classroom, the administrators, counselors, special education chair and/or special education teachers shall make every reasonable effort to assign identified students to classrooms in a manner which has been determined by the involved staff to be equitable.

18.013 Released Time

1. Released time will be given to special education teachers for IEP preparation. One day will be given for the preparation of one (1) to six (6) IEPs. Two days will be given for the preparation of seven (7) to twelve (12) IEPs. Three days will be given for more than thirteen (13) IEPs. A staff member may request and the Superintendent will consider and may grant the request for additional release time for IEP preparation based on documented need for the time and substitute availability.
2. Released time will not be counted against professional leave.

18.014 Medical Support Services and Procedures

1. When the Board must supply specialized medical services required for a student, the Board will assign a nurse's aide or a school nurse to perform those medical services. Said nurse's aides will be trained by a school nurse.

2. Except for school nurses, or their trained representative(s) or designee(s), bargaining unit members shall not be custodians of medication nor shall they be required to dispense medications to students.
3. Except for school nurses, nurse's aides, and therapists, bargaining unit members shall not be required to perform specialized medical procedures on students nor shall they be required to perform individualized therapy techniques.

18.015 IEP Liability

1. No member shall be liable for the implementation of a student's IEP when the student has been reassigned to a different classroom and the reassignment has not occurred through the IEP process.
2. A bargaining unit member may be required to implement the IEP of a student enrolling in the district who already had an IEP at his/her prior school once the IEP or relevant portion of it has been provided to the member.

ARTICLE XIX
PERSONAL LEAVE

- 19.01 A written request for a personal day must be made to the Building Principal at least three (3) work days prior to the day requested whenever possible. In special situations, the three (3) day period may be waived.
- 19.02 Personal leave days shall be unrestricted and no reason need be given to the administrator.
- 19.03 Three (3) personal days per year are allowed. A member shall be entitled to use one (1) additional personal leave day per year for a religious observance requiring his/her absence from work.
- 19.04 A personal day may not be used on the school day before or after a school holiday or vacation day, or a conference exchange day, or on an in-service day, and no more than seven percent (7%) of the teachers in the District (rounded up to a whole person) may use personal leave at the same time. In special situations, this can be waived at the sole discretion of the Superintendent or designee, which is not subject to the grievance procedure.
- 19.05 Personal leave days not used by the end of the school year will be added to the employee's sick leave accumulation. For severance pay purposes only, unused personal leave converted to sick leave shall continue to be added to the member's sick leave even though the member has accumulated the maximum number of sick days specified in Article XXIV, Section 24.01, Sick Leave.

ARTICLE XX
PROFESSIONAL LEAVE

The Edgewood Board of Education recognizes that professional leaves are important to the growth of all teaching staff members in terms of development of new skills, and the ultimate beneficiaries are the students in the classroom. At the same time, it is acknowledged that other factors need to be taken into consideration:

20.01 Absences from the staff members' regularly assigned duties need to be kept to a minimum.

20.02 Financial constraints and basic fairness indicate that professional leaves will be approved on the premise that there will be an equitable distribution by teacher ratio among the buildings.

Therefore, the following procedures shall be followed:

20.03 Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, clinics, including annual Washington, D.C. trip, and may include visitations to other schools. Teachers accompanying/chaperoning students while on a Board approved activity are performing a contractual obligation. Professional leaves are not involved here. Except for employees teaching in the affected grade level, employees who wish to accompany their child on the annual Washington, D.C. trip will need to apply for personal leave unless there is a need for additional chaperones.

20.04 Staff members may be granted professional leave upon the approval of the Superintendent's designee if the request meets either of the following criteria:

1. Directly related to his/her assigned duties as an employee;
2. Designed to improve the employee's performance in his/her assigned duties.

20.05 Requests for attendance at professional meetings must be submitted through the principal to the Superintendent's designee on Board approved professional leave request forms. Such requests should reach the Superintendent's designee no later than two (2) weeks prior to the date of departure. The Superintendent's designee shall respond to the request within five (5) work days of the receipt of such a request. (Exceptions to the time limitations may be authorized by the Superintendent's designee.)

20.06 Allowable expenses will be paid by the Board up to a maximum of \$150 per day and a maximum of three (3) days for employees who have been approved for professional leaves by the Superintendent. If unusual circumstances are present, the Superintendent may recommend an increase in either the allowable reimbursement or allowable length of an individual professional leave or both. Allowable expenses will include:

1. Mileage for personal automobile, at the IRS rate;

2. Plane, bus, train, and/or taxi fares;
 3. Registration fees;
 4. Meals;
 5. Lodging;
 6. Parking.
- 20.07 Proper receipts are to be submitted to the building principal for all items which are to be reimbursed.
- 20.08 Attendance is ordinarily limited to two (2) persons from a department or activity at any one (1) conference, meeting, or clinic (exceptions may be approved by the Superintendent).
- 20.09 Reimbursement for out-of-state conferences are to be limited to one (1) per year per employee within the tri-state area. Reimbursements for conferences outside of the tri-state area shall be limited to registration costs, meals, and lodging. The Superintendent may waive any limitation in this section.
- 20.10 Normally, no one (1) teacher shall be allowed more than three (3) days professional leave in any one (1) school year.
- 20.11 If an administrator requests and the Superintendent/designee approves an employee to attend a particular workshop, clinic, or activity, these days will not be charged against the employee's allotment of three (3) days (see Item 20.10).
- 20.12 A report highlighting the pertinent information learned from attending the professional activity may be required at the discretion of the building principal. If required, the report shall be submitted within ten (10) work days after the professional leave is taken.

ARTICLE XXI
ASSOCIATION LEAVE

- 21.01 The Association President and officially elected delegate or alternate may attend the annual OEA/NEA representative assembly. The President shall notify the Superintendent at least ten (10) calendar days prior to the meeting of the name of the delegate and/or alternate who will be attending the assembly.
- 21.02 The Association President or designee shall also be allowed released time in order to do Association related business by paying the cost of the substitute.
- 21.03 The Association President and Vice-President shall each receive one-half day (1/2 day) release time per quarter. The Board shall pay the cost of the substitute(s) for this release time.

ARTICLE XXII
CHILDBIRTH/ADOPTION LEAVE OF ABSENCE

- 22.01 An employee will be granted a leave of absence without pay for childbirth or adoption of a preschool age child. The leave must be applied for prior to childbirth or adoption. The employee may choose one (1) of the three (3) options:
1. Return at the beginning of the next school year;
 2. Return at the beginning of any grading cycle;
 3. Return at the beginning of the second school year after the year in which the leave has been granted.
- 22.02 Extensions of any of the above three (3) may be granted at the discretion of the Board.
- 22.03 Professional staff member on childbirth leave or child care leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits and major medical, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the professional staff member pays to the Treasurer of the Board in advance each month the full amount of the monthly group plan premium of such coverages. Any over-payment of premium shall be refunded to the staff member upon termination of leave. No other compensation or fringe benefits shall be provided.
- 22.04 After the leave the employee will return to his/her same teaching position if that position exists or, if it does not exist due to cuts in program or enrollment, another position for which he/she is certified.
- 22.05 Employees on leave as of April 1 shall notify the Superintendent/designee by that date of their intent to return or not to return at the beginning of the next school year. Notification must be given to the Superintendent/designee by September 1 for those people planning to accept option two (2). (See 22.012).
- 22.06 The Board recognizes that the granting of unpaid childbirth/adoption leave does not preclude the employee from also exercising his or her statutory rights to sick leave and to maintain his/her group insurance premiums at the employee's expense.
- 22.07 Childbirth/adoption leave provisions may apply to either of the adopting or birth parents (father and/or mother).

ARTICLE XXIII
SABBATICAL LEAVE

- 23.01 A teacher who has completed five (5) years of service in the Edgewood City School District shall, upon the recommendation of the Superintendent and approval of the Board of Education, be granted a leave of absence for up to one (1) year subject to the following restrictions:
1. The teacher shall present to the Superintendent for approval a plan for professional growth prior to the granting of such leave.
 2. The Board of Education shall not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than one (1) teacher in the elementary level and one (1) teacher at the secondary level at any one (1) time.
 3. After the leave the employee will be offered a teaching position in the field for which he/she is certified.
 4. No leave shall be longer than one (1) school year.
 5. No leave shall be granted to any teacher more often than once for every five (5) years of service.
 6. No leave shall be granted a second time to the same individual when other members of the staff have filed a request for such leave.

ARTICLE XXIV
SICK LEAVE

- 24.01 The sick leave policy of the Board of Education grants one and one quarter (1-1/4) days per month accumulated up to a total of 210 days. The cumulative total after being under continuous contract for twelve (12) months will be fifteen (15) days. Employees who have not yet earned or who have exhausted sick leave shall be loaned up to five (5) days of sick leave. When these employees return to work these loaned days must be restored to the Board as the employees accumulate them pursuant to the policy above. Paid sick leave shall be allowed for a period not to exceed an accumulated sick leave account. An employee may appeal to the Board of Education in writing through the Superintendent for special consideration for additional sick leave because of extreme hardship. At the end of the contract year the Treasurer's office shall review employee's sick leave accumulation and, if an employee has been disadvantaged by adding sick leave accumulation to a member's unused accumulation prior to deducting said sick leave, a reconciliation shall be made to adjust a member's sick leave accumulation.
- 24.011 Those individuals who have started the 2008-2009 school year with more than one hundred eighty-three (183) accumulated sick leave days shall continue to have those days until such time as they used them or resign/retire from the District.

If an individual with more than one hundred eighty-three (183) sick days uses one (1) or more sick days and drops two (2) or below the one hundred eighty-three (183) sick leave day maximum, he/she shall not be able to accumulate more than one hundred eighty-three (183) days.

24.02 A written, signed statement on forms prescribed by the Board to justify the use of sick leave is required. Falsification of a statement is grounds for suspension or termination of employment.

24.03 If medical attention was required during sick leave, the Board may request the name and address of the physician and the dates he/she was consulted.

24.04 Sick leave may be used for the following circumstances:

1. Personal illness;
2. Personal injury;
3. Exposure to contagious diseases which could be communicated to others.
4. Illness or injury in the immediate family;
5. Death in the immediate family;
6. Pregnancy, childbirth or a childbirth-related medical condition by the employee or his spouse;
7. Adoption - up to four (4) weeks for the adoption of a child;
8. Up to three (3) days per year for death outside the immediate family.

24.05 The immediate family shall be defined as those living in the employee's household, parents, parents-in-law, children/step-children living in a separate household, sisters, brothers, sisters-in-law, brothers-in-law, grandparents, and grandchildren. In certain circumstances, the definition of immediate family may be expanded by administrative decision.

24.06 Employees new to the District who have accrued sick leave in other Ohio public agencies are responsible for having said days transferred to Edgewood School District.

24.07 If a teacher uses sick leave on an entire scheduled day and evening for parent conferences, he/she will be charged with one and one-half (1-1/2) days of sick leave.

The teacher must reschedule the conferences within seven (7) working days. Upon the principal's verification that the conferences have been held, the teacher will have the one-half (1/2) day reinstated.

24.08 When an employee anticipates being absent for an extended period of time (i.e., ten or more consecutive days), the employee shall provide a statement from his/her physician/psychologist verifying the employee's need for sick leave and its anticipated duration.

The Superintendent/designee may, upon evidence of frequent or unusual absence, require the name of the attending physician or surgeon, if any. If the problem continues, the Superintendent/designee may request a doctor's certificate for any subsequent absences. However, the Superintendent/designee shall provide the member with a written notification prior to making such a request. Provisions of this section shall not be exercised in an arbitrary and/or capricious manner.

24.09 SICK LEAVE BANK

24.091 Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the ETA. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October. Only bargaining unit members who donated a minimum of one (1) day to the Sick Leave Bank during the most recent donation period may request sick leave from the Sick Leave Bank.

24.092 A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two representatives appointed by the Superintendent and three representatives appointed by the ETA President. The duties of the Oversight Committee shall include the following:

1. Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;
2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
3. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)
4. Monitoring of all usage of days from the Sick Leave Bank;
5. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

24.093 Policy Procedures

In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Sick Leave Bank shall, as a condition of application agree in writing as follows "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be bound by the procedures set forth in Article 24, Section 24.095, of the master agreement. All decisions of the Sick Leave Bank Oversight Committee shall be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Edgewood City School District, the Edgewood Teachers Association, the Sick Leave Bank Oversight Committee and all their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

24.094 A member must meet all of the following requirements:

1. The member's personal sick leave accumulations must be exhausted;
2. The need for additional sick leave must be based upon illness, injury, and/or surgery;
3. A physician must verify the member's need to be off work.

24.095 Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.

24.096 Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.

24.097 All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

24.10 FAMILY MEDICAL LEAVE ACT (FMLA)

An employee who has worked for the District for at least twelve (12) months is eligible for twelve (12) work weeks of leave during a twelve (12) month period provided that the employee worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

24.101 Types of leave which are covered under this provision.

1. Birth and first year care of a child;
2. Adoption or foster placement of a child;
3. Serious illness of an employee's spouse, parent or minor child (including foster, step or adopted children);
4. Employee's own serious health condition that keeps the employee from performing the essential functions of his/her job.

24.102 The employee must first use his/her accrued sick leave as all or part of his/her FMLA to the extent that other sections of this Contract permit.

24.103 If the employee has been absent during the contract year for one (1) of the above four (4) reasons for more than three (3) consecutive weeks, any additional leave during that contract year shall be considered as a part of the twelve (12) week period.

24.104 Intermittent leave, which is leave taken in separate blocks of time due to an illness or injury and reduced leave is a leave which is scheduled that reduces the employee's usual number of hours per work week or hours per work day.

24.1041 Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

24.1042 The employee who wishes to use intermittent or reduced leave must have the prior approval of the District. The employee shall furnish the District with the expected dates of the planned leave and the duration. The Superintendent must authorize such leave in writing.

- 24.1043 The District may require the employee to choose either to:
1. take the leave for a period or periods of a particular duration, not greater than the planned treatment;
 2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.
- 24.105 The District will maintain its contribution to the cost of the employee's medical health coverage during the period of FMLA leave. The employee should make arrangement with the District Treasurer to pay the employee's share of health care premium prior to the beginning of the FMLA leave. The premium for the following month shall be paid to the District Treasurer on or before the 25th day of the preceding month.
- 24.106 When the FMLA is foreseeable, such as for planned medical treatment, the employee must notify the District of his/her request for the leave at least thirty (30) calendar days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is possible. Emergencies which necessitate such leave may be by verbal communication with the Superintendent, confirmed in writing to the Superintendent within forty-eight (48) hours.
- 24.1061 When the employee requests medical leave, the employee must make reasonable attempts to reschedule treatment so as not to disrupt the District's operations.
- 24.1062 The employee must provide certification from a health care provider as to the reason for the leave. If there is a question concerning the validity of the certification, the District may require, at its expense, a second and a third opinion. The health care provider who is to render the second and third opinion must be mutually agreed to by the employee and the District.
- 24.107 When the employee returns from the leave, the District will restore the employee to the same or an equivalent position with equivalent benefits, pay, term and conditions of employment.
- 24.108 While the employee is on the leave, the Superintendent may require the employee to provide medical certification to justify continuation of the leave periodically.

- 24.109 Upon return from personal illness, the employee must provide the Superintendent with a statement from his or her health care provider certifying his or her ability to return to work.
- 24.1010 The District is entitled to recover its costs of medical health care premiums paid during the leave if the employee fails to return from leave. However, recovery cannot occur if the employee fails to return because of the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the control of the employee.

ARTICLE XXV
ASSAULT LEAVE

- 25.01 All cases of physical threat or violence to members of the staff shall be reported to the principal immediately for further investigation and possible discipline of the student. An employee who sustains a physical injury as a result of an unprovoked physical assault against him/her by a student that is incurred while the employee is performing his/her contractual duties on Board premises or at a school-sponsored event shall be eligible for assault leave. Such leave shall be at no loss in pay and shall not be chargeable against sick leave. The employee must submit a written statement describing the events surrounding the assault or alternatively provide a copy of a police report, and must provide medical verification from a licensed physician before payment is made. The physician's statement will indicate anticipated return to work. Falsification of either a written statement or a physician's certification is reason for discipline up to termination of employment.
- 25.02 Employees shall be eligible for a maximum of five (5) workdays of assault leave each year. Such leave shall automatically terminate at the expiration or termination of an employee's contract, resignation of said employee, or declaration of eligibility for disability retirement benefits. In no event shall an employee receive more than his/her daily rate of pay from all sources, including Worker's Compensation or other types of compensation which he/she may be eligible to receive.
- 25.03 After notifying an administrator, an employee who is assaulted may be excused for the remainder of the day when the injury occurred to seek a physician's evaluation of his/her injuries. The employee will not lose pay or have the absence charged against sick leave or assault leave as long as the employee provides a doctor's note indicating he/she sought treatment that day.

ARTICLE XXVI
JURY DUTY/APPEARANCE IN COURT

- 26.01 A member of the bargaining unit shall receive his/her regular rate of pay while serving on jury duty or appearing in court in response to a subpoena or to an administrative hearing in which the employee is not a party.

ARTICLE XXVII
SEVERANCE PAY

- 27.01 Employees retiring from Edgewood City School District through the State Teachers Retirement System shall be granted severance pay in an amount equal to one-third (1/3) of an employee's accumulated sick leave.
- 27.02 The per diem rate is based on the teacher's placement on the base salary schedule at the time of retirement, divided by the number of days covered in his/her contract or their last working day.
- 27.03 The retiring employee may opt to receive the severance pay either within thirty (30) calendar days following retirement certification to the Treasurer or after December 31 of the year of his/her retirement. After receipt in the Board of Education office of the employee's official form for retirement from the State Retirement System and after notification by the Treasurer of eligibility for severance pay, the retiring employee must notify the Treasurer of his/her choice of payment within thirty (30) calendar days.
- 27.04 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.
- 27.05 A member with ten (10) years of service who dies while in active service of the District is deemed to have retired the day prior to his/her death.
- 27.06 Any member who, during the period beginning with the 2001-02 school year through the 2013-14 school year, was eligible to and converted unused personal and sick days (so-called Part B days in ETA contracts in effect during the involved period) shall be paid for each converted day as additional severance pay upon retirement from the Edgewood city School District.

ARTICLE XXVIII
SALARY

28.01 Pay Periods

All regularly contracted employees will be paid twenty-four (24) times per year. The pay days will be on the 5th and the 20th of the month.

All employees shall be paid by direct deposit to a bank of each employee's choice. Should an employee be overpaid, the Treasurer shall notify the member in a letter before recoupment of the overpayment. If the overpayment is salary overpayment, the overpayment will be deducted over the remaining pay periods of that year's pay cycle. If the salary overpayment is more than a total of \$500 and recoupment has not begun by May 31, the overpayment will be deducted over the remaining pay periods in that pay cycle and the pay cycle of the following school year (if the teacher is under contract for the following year).

28.02 SALARY SCHEDULE

Attached as Appendix B are the salary schedules for the duration of this Contract.

The Base Salary shall increase 2.25% for the 2019 – 2020 school year paid retroactively effective July 1, 2019.

The Base Salary shall increase 2.25% for the 2020 – 2021 school year.

Salary columns shall not be frozen during the term of this contract.

At the beginning of each school year, employees will advance one step through the current salary schedule.

- 28.021 Beginning with the 2016-2017 salary schedule, the current MA +30 column shall begin at Step 10, and an additional Step 30 shall be added to the salary schedule using the current index factor accumulations.
- 28.022 Beginning with the 2017-2018 salary schedule, the current Step 25 shall be renumbered as Step 22.
- 28.023 Beginning with the 2018-2019 salary schedule, an additional Step 26 shall be added to the salary schedule using the current index factor accumulations.

28.03 The following definition shall apply to the training columns on the attached salary schedules:

1. Non-degree column shall mean any teacher so designated by the department of education who does not hold a Bachelor's degree or its equivalent.
2. Bachelor's column shall mean a Bachelor's degree or its equivalent as designated by ORC from any accredited institution.
3. 150 hours column shall be renamed BA+15; however, all present staff shall be grandfathered so that no harm shall come of this change to any present staff.
4. Master's column shall mean a Master's degree from any accredited institution.
5. Master's plus fifteen (15) hours column shall mean fifteen (15) semester hours earned after the earning of the Master's degree.
6. Master's plus thirty (30) hours column shall mean thirty (30) semester hours earned after the earning of the Master's degree.

28.04 SUPPLEMENTAL SALARIES

Attached as Appendix C is the Supplemental Salary Schedule for the duration of this contract.

ARTICLE XXIX PAYROLL DEDUCTIONS

29.01 The Board shall provide, through its Treasurer, payroll deductions of the matters listed below as a service to the members:

State, national, local income taxes and Medicare;

Retirement, including payments for employee share of STRS service credit purchase by an employee;

Premiums for insurances purchased through the District;

Association dues/fair share fee;

Tax sheltered annuities, as well as 457 and 403 plans, provided there is a minimum of five (5) enrollees for any new company. Members may enroll in annuity programs during the week ending with the second Friday of September and during the week ending the first Friday in February. The Treasurer will mail checks to annuity companies on the last payday of the month;

United Appeal donations;

Credit Union;

Political contributions;

Ohio Tuition Trust Authority, or other equivalent agent, provided at least twelve (12) employees sign up for deductions, sign-up to be within the annuity enrollment windows (first Friday in September and first Friday in February).

29.02 The Board agrees to deduct from the salaries of the teachers, who so indicate by a signed authorization, dues for the Association and to transmit the monies to the Treasurer of the local Association when requested. The deductions will be made in eighteen (18) equal consecutive installments, September through May.

29.021 Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and any organizations with which the Association is affiliated and which are affiliated with the Association.

29.0211 Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates.

- 29.0212 Such authorization shall continue in effect until such time that said member gives written notice between the dates of August 1 – August 31 of any school year, to the Treasurer of the Board to discontinue such deduction or employment with the Board terminates.
- 29.022 If a member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within forty-eight (48) hours of such action, the name(s) of said member(s) making such a request.
- 29.023 Those members who join after September 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the deduction period of the school year in which they join the Association.
- 29.03 RIGHT TO FAIR SHARE FEE – For the duration of this agreement, this section, Article 28.03, concerning “Fair Share Fee” shall be considered null and void.
- 29.031 Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the ETA, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 29.032 Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- 29.033 Schedule of Fair Share Fee Deductions
- 29.0331 All fair share fee payers - Each year of this Contract, payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
- 29.0332 Upon termination of membership during the membership year - The Treasurer of the Board shall, upon notification from the Association that a member

has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

- 29.034 Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 29.035 Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 29.036 Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 29.037 Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
- 29.0371 The Board shall give a ten (10) work day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- 29.0372 The Association shall reserve the right to designate counsel to represent and defend the employer;
- 29.0373 The Board agrees (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) to permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- 29.0374 The Board acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

29.04 ANNUITY DEDUCTIONS

Changes from one (1) annuity provider or carrier to another and changes in the amount of salary reduction shall take place only twice a year, at the request of the employee. Designation of new annuity providers shall be considered viable agents by the District when they have met the required minimum of five (5) of the District's full time employees. Annuity deductions shall begin when the new annuity provider meets the required minimum number of contracts. Deductions will begin the first payroll of the month following the approved deadlines.

ARTICLE XXX INSURANCES

- 30.01 Effective January 1, 2020, the health insurance plan shall be administered as a high deductible health plan (HDHP) with a Health Savings Account for all eligible employees who qualify under IRS rules. This plan shall be available for all regular teaching staff members covered by the Contract who complete the required applications for such insurance and transmit such applications to the Treasurer of the Board. Appropriate information and application forms will be provided to all new teaching staff members by the administration at time of pre-employment processing and it is desirable that such applications be completed and filed at that time if the teaching staff member desires insurance coverage. A notification regarding the annual open enrollment period will be posted in each school building prior to and during such annual open enrollment period.
- 30.02 During the term of this contract, the Board of Education will provide a comprehensive health care plan which is the same as, or substantially equivalent to, the health care plan provided on June 30, 2019.
- 30.03 All insurances shall be available for all teaching staff members on the active working payroll who have made application for such insurance on or before the effective date of this Master Contract, who are regular teaching staff members employed by the Board, who either: (1) work at least six (6) hours per day and work at least thirty-six (36) weeks per year; or (2) have an annual contract with the Board, and for whom coverage is in effect prior to the effective date of this Master Contract. Board share for part-time employees will be as follows:

<u>Part-time Hours Worked Per Day</u>	<u>% of Board Share</u>
2 - less than 3	1/3 of full time share
3 - less than 4	1/2 of full time share
4 - less than 5	2/3 of full time share
over 5	5/6 of full time share

- 30.04 All insurances shall be available for all teaching staff members who make application for such insurance and/or such teaching staff members who are hired after the effective date of this Master Contract, for all such teaching staff members who are regular teaching staff members of the Board, who either: (1) work at least six (6) hours per day and work at least thirty-six (36) weeks per year, or (2) have an annual contract with Board, and who complete the required insurance forms and have the same filed with the office of the Treasurer of the Board. Upon completion and filing of the required forms before the tenth day of employment, coverage becomes effective on the date of hire or first day on active working payroll, whichever is the later date. (Exception is life insurance which will be effective thirty (30) calendar days after the first day on the active working payroll.)
- 30.05 If applications are not filed within the ten (10) work day period, coverage will not be available until the next open enrollment period as determined by the insurance carrier.
- 30.06 Changes in types of coverage (i.e., single to family) must be done in writing and in compliance with the carrier's requirements. Contact the Treasurer's office for information and applications.
- 30.07 The foregoing medical insurance shall be continued for any eligible teaching staff member who pays the teaching staff member's portion set forth in this Article during any period when such teaching staff member is on the active working payroll, compensated leave of absence, noncompensated approved leave of absence of less than thirty (30) calendar days, disability leave of absence of less than thirty (30) calendar days, or for teaching staff members working only during the regular school year and not working during the summer break period, until such teaching staff members either resign their employment status or fail to return to active working status at the commencement of the next school year. Teaching staff members on noncompensated approved leave of absence (including disability leave of absence of over thirty (30) calendar days duration) who desire to continue medical insurance coverage during this approved leave of absence period may do so by paying the full 100% premium for such insurance to the Treasurer of the Board on or before the tenth day of the month prior to any month such coverage is desired to be continued. In the event coverage is discontinued for any period, the teaching staff member shall have the right to acquire insurance through the insurance carrier in accordance with its policies and coverage cannot be reacquired through the Board until the teaching staff member returns to active working status. It is understood that the Board assumes no responsibility for any cancellation of insurance coverage.

30.08 HOSPITAL/SURGICAL/MAJOR MEDICAL INSURANCE

The Board shall pay 85% of the enrollment costs.

- 30.081 A full-time employee who drops the Board's health insurance coverage for the life of this three (3) year collective bargaining Contract shall be entitled to an annual payment of \$333.33. Less than full-time employees will have their payments pro-rated based on Board health care contribution rates, as follows:

<u>Part-time Hours Worked Per Day</u>	<u>\$333.33 = Full Share (Annual Payment)</u>
2 - less than 3	1/3 of full-time share
3 - less than 4	1/2 of full-time share
4 - less than 5	2/3 of full-time share
over 5	5/6 of full-time share

An employee of the Edgewood City School District who is the spouse of an employee of the Edgewood City School District who takes the family health insurance plan shall not be eligible for the annual payment for not taking health insurance.

- 30.082 The plan year for the HDHP shall be January 1st through December 31st.
- 30.083 The deductible for the HDHP shall be:
- Single: \$2,000 per plan year.
Family: \$4,000 per plan year.
- 30.084 The Board shall contribute one hundred percent (100%) of the deductible into an employee's Health Savings Account (HSA) for the 2019-2020 school year and fifty percent (50%) of the deductible to the HSA during the 2020-2021 and 2021-2022 school years, payable by the first week in January each year.
- 30.085 Once the deductible is reached, in a plan year, all insurance claims, including prescriptions, will be paid at one hundred percent (100%) for the duration of the plan year subject to the lifetime maximum.
- 30.086 The maximum out of pocket expense for eligible covered medical cost in a given plan year shall be no more than the deductible as stated above subject to the lifetime maximum.
- 30.087 The Board shall contract with a financial institution to provide an HSA for all employees which will include a debit card and/or checks.
- 30.088 Employees may elect to contribute to their HSA through payroll deduction or lump sum as designated by the employee subject to IRS limits.

30.09 DENTAL INSURANCE

The Board shall pay 90% of the single contract cost, 90% of the single plus one (1) contract cost, and 90% of the family contract cost for all full-time employees who enroll in either coverage. The employee's share of the premium cost shall be paid through payroll deduction.

30.091 During the term of this contract, the Board of Education will provide dental insurance the same as, or substantially similar to, the dental insurance plan provided on June 30, 2014.

30.10 VISION INSURANCE

During the term of this contract, the Board of Education will provide vision insurance which is the same as, or substantially similar to, the vision insurance plan provided on June 30, 2014. The Board shall offer coverage for employee, employee +1 and family. The Board shall pay 70% of the premium for the plan chosen by the employee, and the employee shall pay 30% of the premium for the plan.

30.11 TERM LIFE INSURANCE

The Board of Education will provide \$50,000 of term life insurance for all eligible employees with premiums fully paid by the Board.

30.111 Life insurance will be effective thirty (30) calendar days after the first day on the active working payroll.

30.112 The insurance will provide double indemnity in the case of accidental death or dismemberment, disability coverage benefits and conversion privilege, as well as guaranteed insurability.

30.12 SECTION 125 PLAN

30.121 The Board shall implement a tax shelter of the employee's health insurance contribution pursuant to Section 125 of the Internal Revenue Code, beginning with the 1994-95 payroll.

30.122 In addition to the current implementation of an IRA Section 125 Plan to deduct current insurance premiums before taxes, the Board shall implement IRS Section 125 plans to deduct other insurance premiums requested by the member, medical expenses, and dependant care costs.

30.123 Members shall have the opportunity to complete a Salary Redirection Agreement during the month of September each year.

30.124 The Board Treasurer shall make deductions from members' paychecks before taxes as directed in each member's Salary Redirection Agreement.

30.125 Members may request deductions for up to the maximum allowable IRS amount for dependant care and for medical expenses.

30.13 HEALTH INSURANCE COMMITTEE

A Health Insurance Committee shall be comprised of three (3) representatives appointed by the Association President, three (3) representatives of the Boards and three (3) representatives from the other collective bargaining unit. To the extent possible, members of the parties' bargaining teams should be included on the committee.

ARTICLE XXXI
STRS PICK-UP

The Board of Education of the Edgewood City Schools herewith agrees with the Edgewood Teachers Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

- 31.01 An amount equal to the employee's total contribution will be picked-up and paid on behalf of each employee including contributions on supplemental earnings.
- 31.02 The Board shall compute and remit all applicable contributions to STRS based upon annual salaries and any other earned compensation(s)*.
- 31.03 The pick-up percentage shall apply uniformly to all employees of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- 31.04 Definitions - *Annual Salary - The adjusted salary plus the employer pick-up of the employee's contribution to STRS. Adjusted salary - the annual salary minus the employer pick-up (salary which appears on the employee's W-2 form).
- 31.05 Said "pick-up" shall not result in additional cost to the Board of Education.

ARTICLE XXXII
MILEAGE REIMBURSEMENT

32.01 Any employee who must use his/her own car to travel during the course of the school day shall be reimbursed at the IRS rate adopted for travel covered by Board of Education policy.

ARTICLE XXXIII
TUITION-FREE SCHOOL ATTENDANCE

- 33.01 The child or children of compulsory school age of a teacher employed by the Board on a full-time regular teaching contract shall be entitled to attend school in the District on a tuition-free basis on these conditions:
- 33.0101 Application for tuition-free school attendance must be made on the School District's open enrollment form no later than prior to the start of the school year for which enrollment is sought.
 - 33.0102 The teacher must have legal custody of the child and the child must reside in the teacher's household.
 - 33.0103 The teacher must provide the child's transportation to and from school.
 - 33.0104 The teacher shall be obligated to reimburse the Board by payroll offset for all costs mandated or incurred in connection with the child's schooling for services beyond regular classroom instruction which exceed a total of \$200 in a school year including, but not limited to, the cost of extracurricular activities, books, transportation, and any other special services or instruction.
 - 33.0105 Enrollment under this Article automatically shall be revoked upon the determination and written notice to the teacher that continued attendance of the child is no longer in the best interest of the child, other students or other District personnel.

ARTICLE XXXIV
HOURLY PAY APPLICABLE TO CERTIFICATED STAFF

- 34.01 The hourly rate of pay shall be calculated as follows: the base salary divided by 183 divided by 7.5833.
- 34.02 When hired to work for a specific number of hours per day, the employee shall be paid for that number of hours although other duties may be assigned to the employee should it be impossible to perform his/her regularly assigned duty.
- 34.03 The hourly employee shall be paid for any meetings he/she is required to attend by his/her supervisor(s) which occur outside the regularly assigned hours.

ARTICLE XXXV
EDUCATION REIMBURSEMENT

- 35.01 The Board shall provide for members \$55,000 annually for tuition and college fee reimbursement for course work which is related to the member's teaching or certification field(s). Course work which is not related to the member's teaching or certification field(s) will not be reimbursed unless approved by the Superintendent/designee.
- 35.02 A member must be employed by, on approved leave from, or on a recall list to the district during the fall following the term(s) in which he/she has taken course work in order to receive reimbursement.
- 35.03 The amount of reimbursement shall be prorated and determined by the number of members participating and the amount of course work approved during the previous year, but in no case shall reimbursement exceed 75% of the cost of tuition and college fees. A year shall be defined as September 1 through August 31. After all education reimbursements have been made, any leftover funds shall be rolled over to the next year and added to the annual amount.
- 35.04 Only course offerings from a four-year college or university, or extension thereof, will be accepted unless approved by the Superintendent/designee.
- 35.05 Unless approved by the Superintendent/designee, tuition for undergraduate courses will not be reimbursed unless there is a direct relationship to the current teaching responsibility or certification area(s) of the member or unless the course is a Superintendent/designee approved course sponsored by the District.
- 35.06 Application for reimbursement shall be made to the Superintendent/designee prior to starting the course work.
- 35.07 Members who qualify shall receive reimbursement in the second paycheck of October. Proof of credit (transcript) and receipt of payment must be submitted to the Superintendent/designee two weeks prior to payment.
- 35.08 Reimbursement will not be made for grades lower than a "B." Reimbursement will be made for successfully completed courses taken for "credit" (if ungraded). No reimbursement shall be made where tuition is paid by scholarship, fellowship or grant. However, a member who uses a certificate issued from an accredited university for his/her supervision of a student teacher will be reimbursed under the regulations and procedures listed above.

ARTICLE XXXVI
CRIMINAL BACKGROUND CHECKS

- 36.01 In accordance with ORC 3319.39, anyone hired into a bargaining unit position is employed on a conditional basis until the Superintendent/designee receives a satisfactory criminal background check from Bureau of Criminal Identification and Investigation or the Federal Bureau of Investigation. If the Superintendent receives a

criminal background report from BCII or FBI that discloses a conviction or guilty plea to an offense which disqualifies the person from holding the position under ORC 3319.39, the Superintendent or designee shall hold a conference with the conditionally hired employee, where the employee will have the right to Association representation. A copy of the report shall be given to the employee, who will then have an opportunity to explain the report and any other relevant information. If the Board is required to release the person from employment by ORC 3319.39, the Superintendent or designee shall give the employee and the Association representative written notice of the release and its effective date. Other provisions of this Contract and statutes pertaining to nonrenewal and termination of teachers shall not apply to the release of a conditionally hired employee pursuant to ORC 3319.39. Neither the employee nor the Association may file a grievance concerning the employee's release.

ARTICLE XXXVII
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 37.01 There shall be one (1) LPDC which shall function on a District-wide basis.
- 37.02 There shall be nine (9) members of the LPDC: five (5) teachers (one from each school building) and four (4) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22(C)(3) of the Ohio Revised Code, and the Superintendent shall choose and appoint the administration members.
- 37.03 The LPDC shall elect its officers from among the members of the LPDC.
- 37.04 Meetings of the LPDC shall not be held during times scheduled for teacher-student contact.
- 37.05 Committee members shall serve a two (2) year term except during the first two years of its existence. During the initial term, three (3) teacher representatives as designated by the Association shall serve a three (3) year term and two (2) teacher representatives shall serve a two (2) year term. Two (2) administrator members as designated by the Superintendent shall serve a two (2) year term and two (2) administrator members as designated by the Superintendent shall serve a three (3) year term.
- 37.06 When a vacancy occurs on the LPDC mid-way through a member's term, the following procedure shall be applied: The Association shall appoint a new member if the departing member is a teacher. The Superintendent shall appoint a new member if the departing member is an administrator. In either case, the newly appointed member shall complete the term of the individual whose departure created the vacancy.
- 37.07 The responsibility of the LPDC shall be as set forth in Section 3319.22(C)(1) and Section 3319.22(C)(4) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.

- 37.08 The LPDC shall develop its standards, by-laws, operating procedures, forms, etc., in concert with any rules, regulations, standards, and requirements which may be issued by the State Department of Education.
- 37.09 The LPDC standards and by-laws shall not go into effect until:
- A. The LPDC members have reviewed said standards and by-laws and have recommended them to the Association and the Board.
 - B. The Executive Committee of the ETA has voted to accept the standards and by-laws.
 - C. The Board has voted to accept the standards and by-laws.
- 37.10 Any amendments or changes to the LPDC standards and by-laws shall be approved pursuant to the procedures set forth in #9 above.
- 37.11 The LPDC shall work by consensus.
- 37.12 All elections and appointments for the following school year shall be completed prior to the end of April. LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.
- 37.13 The rate of pay for the Association members on the LPDC shall be the same as the current curriculum rate of pay as set forth in the contract, not to exceed seventy-five (75) hours of work. If LPDC finds this to take more hours it will initiate a memorandum of understanding at that time.
- 37.14 LPDC members may be required to undergo consensus training and may be required to visit school districts who participate in the pilot program sponsored by the State Department of Education.

ARTICLE XXXVIII
REHIRE OF RETIRED TEACHERS

- 38.01 Teachers who have retired and are receiving benefits through the State Teachers Retirement System may, at the sole discretion of the Edgewood City School District Board of Education, be reemployed by the Edgewood City School District.
- 38.02 The salary to be paid a retired/rehired teacher shall be at step one of the applicable training column. Retired/rehired teachers shall not receive experience credit while employed as a retired/rehired teacher, but shall remain at step one of the applicable training column of the salary schedule each year they are employed as a retired/rehired teacher.
- 38.03 Retired/rehired teachers shall waive continuing contract rights and shall be granted a limited contract and shall be employed under a one-year limited contract. Each limited contract will automatically nonrenew at the end of the contract term. The

parties agree that the provisions of Articles VI, VII, and VIII are not applicable to retired/rehired teachers.

- 38.04 Retired/rehired teachers shall be members of the Edgewood Teachers Association bargaining unit, subject to the provisions of this Article.
- 38.05 Retired/rehired are not entitled and/or eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association when they separate from the Board's employment beyond their first retirement.
- 38.06 For supplemental contract purposes, longevity steps will be continued for supplemental contracts held in the District immediately prior to retirement.
- 38.07 To the extent that retired/rehired teachers are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other teachers.

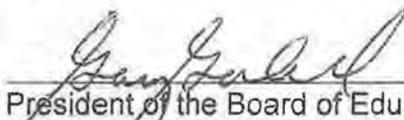
ARTICLE XXXIX
ONLINE LEARNING PROGRAM

No bargaining unit member shall be laid off as the result of the participation by Edgewood City School District's students in any online learning program.

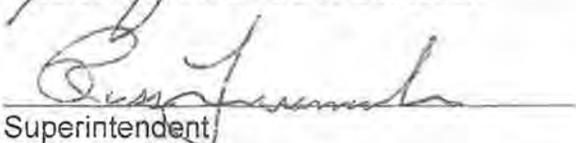
ARTICLE XL
DURATION OF CONTRACT

- 40.01 The provisions of this Master Contract shall be effective as of July 1, 2019, and shall remain in full force and effect through June 30, 2022.
- 40.02 The parties agree to have a wage reopener for the 2021-2022 school year following the procedures as outlined in Article II, Professional Negotiations.

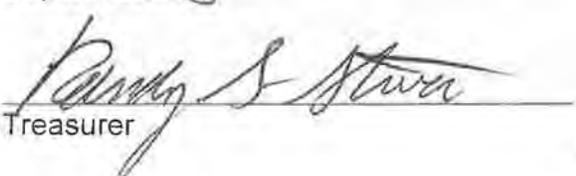
IN WITNESS THEREOF, the parties hereto have set their hands this 4th day of October, 2019.



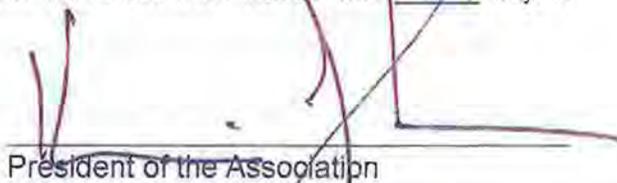
President of the Board of Education



Superintendent



Treasurer



President of the Association



Bargaining Team Member



Bargaining Team Member

SECTION FOR EMPLOYER:

Date Received _____

A. In answer to grievance, include parts of the Contract which are basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school principal's file
2. Copy to Superintendent
3. Copy to grievant
4. Copy to ETA President/Grievance Committee

Date

Administrator's Signature

Appeal Section: I desire to appeal the above decision.

Date

Signature of Appellant

Date

Signature of Chairperson, ETA Grievance Committee

EDGEWOOD CITY SCHOOL DISTRICT												APPENDIX B-1
2019-20 SALARY SCHEDULE												
Base Salary \$ 38,557												
Step	1		2		3		4		5		6	
	Non-Degree		BACHELORS		BACHELORS + 15		MASTERS		MASTERS + 15		MASTERS + 30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
	1	2	3	4	5	6						
0	0.8650	33,352	1.0000	38,557	1.0380	40,023	1.0950	42,220	1.1160	43,030	0.0000	-
1	0.9030	34,817	1.0460	40,331	1.0870	41,912	1.1530	44,457	1.1760	45,344	0.0000	-
2	0.9410	36,283	1.0920	42,105	1.1360	43,801	1.2110	46,693	1.2360	47,657	0.0000	-
3	0.9790	37,748	1.1380	43,878	1.1850	45,691	1.2690	48,929	1.2960	49,970	0.0000	-
4	1.0170	39,213	1.1840	45,652	1.2340	47,580	1.3270	51,166	1.3560	52,284	0.0000	-
5	1.0550	40,678	1.2300	47,426	1.2830	49,469	1.3850	53,402	1.4160	54,597	0.0000	-
6	1.0550	40,678	1.2760	49,199	1.3320	51,358	1.4430	55,638	1.4760	56,911	0.0000	-
7	1.0550	40,678	1.3220	50,973	1.3810	53,248	1.5010	57,875	1.5360	59,224	0.0000	-
8	1.0550	40,678	1.3680	52,746	1.4300	55,137	1.5590	60,111	1.5960	61,537	0.0000	-
9	1.0600	40,871	1.4140	54,520	1.4790	57,026	1.6170	62,347	1.6560	63,851	0.0000	-
10	1.0830	41,758	1.4600	56,294	1.5280	58,916	1.6750	64,583	1.7160	66,164	1.7760	68,478
11	1.0830	41,758	1.5060	58,067	1.5770	60,805	1.7330	66,820	1.7760	68,478	1.8360	70,791
12	1.0830	41,758	1.5520	59,841	1.6260	62,694	1.7910	69,056	1.8360	70,791	1.8960	73,105
13	1.0830	41,758	1.5980	61,615	1.6750	64,583	1.8490	71,292	1.8960	73,105	1.9560	75,418
14	1.0830	41,758	1.5980	61,615	1.6750	64,583	1.8490	71,292	1.8960	73,105	1.9560	75,418
15	1.0830	41,758	1.6440	63,388	1.7240	66,473	1.9070	73,529	1.9560	75,418	2.0160	77,731
16	1.0830	41,758	1.6440	63,388	1.7240	66,473	1.9070	73,529	1.9560	75,418	2.0160	77,731
17	1.0830	41,758	1.6440	63,388	1.7240	66,473	1.9070	73,529	1.9560	75,418	2.0160	77,731
18	1.0830	41,758	1.6900	65,162	1.7730	68,362	1.9650	75,765	2.0160	77,731	2.0760	80,045
19	1.0830	41,758	1.6900	65,162	1.7730	68,362	1.9650	75,765	2.0160	77,731	2.0760	80,045
20	1.0830	41,758	1.6900	65,162	1.7730	68,362	1.9650	75,765	2.0160	77,731	2.0760	80,045
21	1.0830	41,758	1.6900	65,162	1.7730	68,362	1.9650	75,765	2.0160	77,731	2.0760	80,045
22	1.0830	41,758	1.7360	66,935	1.8220	70,251	2.0230	78,001	2.0760	80,045	2.1360	82,358
23	1.0830	41,758	1.7360	66,935	1.8220	70,251	2.0230	78,001	2.0760	80,045	2.1360	82,358
24	1.0830	41,758	1.7360	66,935	1.8220	70,251	2.0230	78,001	2.0760	80,045	2.1360	82,358
25	1.0830	41,758	1.7360	66,935	1.8220	70,251	2.0230	78,001	2.0760	80,045	2.1360	82,358
26	1.0830	41,758	1.7820	68,709	1.8710	72,141	2.0810	80,238	2.1350	82,320	2.1960	84,672
27	1.0830	41,758	1.7820	68,709	1.8710	72,141	2.0810	80,238	2.1350	82,320	2.1960	84,672
28	1.0830	41,758	1.7820	68,709	1.8710	72,141	2.0810	80,238	2.1360	82,358	2.1960	84,672
29	1.0830	41,758	1.7820	68,709	1.8710	72,141	2.0810	80,238	2.1360	82,358	2.1960	84,672
30	1.0830	41,758	1.8280	70,483	1.9200	74,030	2.1390	82,474	2.1960	84,672	2.2560	86,985
31	1.0830	41,758	1.8280	70,483	1.9200	74,030	2.1390	82,474	2.1960	84,672	2.2560	86,985
32	1.0830	41,758	1.8280	70,483	1.9200	74,030	2.1390	82,474	2.1960	84,672	2.2560	86,985
33	1.0830	41,758	1.8280	70,483	1.9200	74,030	2.1390	82,474	2.1960	84,672	2.2560	86,985
34	1.0830	41,758	1.8280	70,483	1.9200	74,030	2.1390	82,474	2.1960	84,672	2.2560	86,985
35	1.0830	41,758	1.8280	70,483	1.9200	74,030	2.1390	82,474	2.1960	84,672	2.2560	86,985
40	1.0830	41,758	1.8280	70,483	1.9200	74,030	2.1390	82,474	2.1960	84,672	2.2560	86,985

Article 15.071 for staffing conferences (such as IEP's) outside the work day -- paid at the individual teacher's hourly rate of pay

Article 15.072 for curriculum meetings outside the work day -- paid at BA Step 1 = **\$ 29.06 per hour**

Article 15.073 to cover / absorb another class = **\$ 40.00 per period \$25.00 per period 1/2 or less**

Article 33.01 for other -- paid at BA Step 0 = **\$ 27.78 per hour**

EDGEWOOD CITY SCHOOL DISTRICT												APPENDIX B-2		
2020-21 SALARY SCHEDULE														
Base Salary \$ 39,425														
Step	1		2		3		4		5		6			
	Non-Degree		BACHELORS		BACHELORS + 15		MASTERS		MASTERS + 15		MASTERS + 30			
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
	1	2	3	4	5	6								
0	0.8650	34,103	1.0000	39,425	1.0380	40,924	1.0950	43,171	1.1160	43,999	0.0000	-		
1	0.9030	35,601	1.0460	41,239	1.0870	42,855	1.1530	45,458	1.1760	46,364	0.0000	-		
2	0.9410	37,099	1.0920	43,053	1.1360	44,787	1.2110	47,744	1.2360	48,730	0.0000	-		
3	0.9790	38,598	1.1380	44,866	1.1850	46,719	1.2690	50,031	1.2960	51,095	0.0000	-		
4	1.0170	40,096	1.1840	46,680	1.2340	48,651	1.3270	52,317	1.3560	53,461	0.0000	-		
5	1.0550	41,594	1.2300	48,493	1.2830	50,583	1.3850	54,604	1.4160	55,826	0.0000	-		
6	1.0550	41,594	1.2760	50,307	1.3320	52,515	1.4430	56,891	1.4760	58,192	0.0000	-		
7	1.0550	41,594	1.3220	52,120	1.3810	54,446	1.5010	59,177	1.5360	60,557	0.0000	-		
8	1.0550	41,594	1.3680	53,934	1.4300	56,378	1.5590	61,464	1.5960	62,923	0.0000	-		
9	1.0600	41,791	1.4140	55,747	1.4790	58,310	1.6170	63,751	1.6560	65,288	0.0000	-		
10	1.0830	42,698	1.4600	57,561	1.5280	60,242	1.6750	66,037	1.7160	67,654	1.7760	70,019		
11	1.0830	42,698	1.5060	59,375	1.5770	62,174	1.7330	68,324	1.7760	70,019	1.8360	72,385		
12	1.0830	42,698	1.5520	61,188	1.6260	64,106	1.7910	70,611	1.8360	72,385	1.8960	74,750		
13	1.0830	42,698	1.5980	63,002	1.6750	66,037	1.8490	72,897	1.8960	74,750	1.9560	77,116		
14	1.0830	42,698	1.5980	63,002	1.6750	66,037	1.8490	72,897	1.8960	74,750	1.9560	77,116		
15	1.0830	42,698	1.6440	64,815	1.7240	67,969	1.9070	75,184	1.9560	77,116	2.0160	79,481		
16	1.0830	42,698	1.6440	64,815	1.7240	67,969	1.9070	75,184	1.9560	77,116	2.0160	79,481		
17	1.0830	42,698	1.6440	64,815	1.7240	67,969	1.9070	75,184	1.9560	77,116	2.0160	79,481		
18	1.0830	42,698	1.6900	66,629	1.7730	69,901	1.9650	77,471	2.0160	79,481	2.0760	81,847		
19	1.0830	42,698	1.6900	66,629	1.7730	69,901	1.9650	77,471	2.0160	79,481	2.0760	81,847		
20	1.0830	42,698	1.6900	66,629	1.7730	69,901	1.9650	77,471	2.0160	79,481	2.0760	81,847		
21	1.0830	42,698	1.6900	66,629	1.7730	69,901	1.9650	77,471	2.0160	79,481	2.0760	81,847		
22	1.0830	42,698	1.7360	68,442	1.8220	71,833	2.0230	79,757	2.0760	81,847	2.1360	84,212		
23	1.0830	42,698	1.7360	68,442	1.8220	71,833	2.0230	79,757	2.0760	81,847	2.1360	84,212		
24	1.0830	42,698	1.7360	68,442	1.8220	71,833	2.0230	79,757	2.0760	81,847	2.1360	84,212		
25	1.0830	42,698	1.7360	68,442	1.8220	71,833	2.0230	79,757	2.0760	81,847	2.1360	84,212		
26	1.0830	42,698	1.7820	70,256	1.8710	73,765	2.0810	82,044	2.1350	84,173	2.1960	86,578		
27	1.0830	42,698	1.7820	70,256	1.8710	73,765	2.0810	82,044	2.1350	84,173	2.1960	86,578		
28	1.0830	42,698	1.7820	70,256	1.8710	73,765	2.0810	82,044	2.1360	84,212	2.1960	86,578		
29	1.0830	42,698	1.7820	70,256	1.8710	73,765	2.0810	82,044	2.1360	84,212	2.1960	86,578		
30	1.0830	42,698	1.8280	72,069	1.9200	75,696	2.1390	84,331	2.1960	86,578	2.2560	88,943		
31	1.0830	42,698	1.8280	72,069	1.9200	75,696	2.1390	84,331	2.1960	86,578	2.2560	88,943		
32	1.0830	42,698	1.8280	72,069	1.9200	75,696	2.1390	84,331	2.1960	86,578	2.2560	88,943		
33	1.0830	42,698	1.8280	72,069	1.9200	75,696	2.1390	84,331	2.1960	86,578	2.2560	88,943		
34	1.0830	42,698	1.8280	72,069	1.9200	75,696	2.1390	84,331	2.1960	86,578	2.2560	88,943		
35	1.0830	42,698	1.8280	72,069	1.9200	75,696	2.1390	84,331	2.1960	86,578	2.2560	88,943		
40	1.0830	42,698	1.8280	72,069	1.9200	75,696	2.1390	84,331	2.1960	86,578	2.2560	88,943		

Article 15.071 for staffing conferences (such as IEP's) outside the work day -- paid at the individual teacher's hourly rate of pay														
Article 15.072 for curriculum meetings outside the work day -- paid at BA Step 1 =														
Article 15.073 to cover / absorb another class =														
Article 33.01 for other -- paid at BA Step 0 =														

APPENDIX C

SUPPLEMENTARY SALARY SCHEDULE

A. Supplemental Review Boards

1. The parties recognize that it is the sole discretion of the Board to establish and delete positions within the school district. This procedure is designed to provide the opportunity for consideration and review of a supplemental position.
2. The Review Boards will consist of:
 - a. One (1) athletic and one (1) academic Board.
 - b. Each Board will consist of three (3) members appointed by the Superintendent.
 - c. Each Board will consist of three (3) members appointed by the Association.
3. The Review Boards shall:
 - a. Select a chairperson and a recorder.
 - b. Receive requests for:
 - adding positions
 - deleting positions
 - moving positions from one (1) level to another
 - amending job description
 - c. Reserve the right to gather additional input.
 - d. Screen requests and submit to the Superintendent and Association President those requests which a majority of the Review Board feels has merit.
 - e. In all cases where a new position is being proposed, recommend a pay level for that position. If this new proposal is a position in which the same person has been participating voluntarily, the Review Board can recognize those years as experience steps.
 - f. Require the person making the request to provide a proposed job description in cases where a new position is being requested.

- g. The work of the Review Board will be completed prior to December 1 during the final year of the current contract.
- h. Give results of the request to the concerned parties within thirty (30) calendar days of the Review Board's recommendation submitted to the Superintendent and the Association. No change(s) to the supplementary schedule shall become effective unless the Board of Education and the Association mutually agree to the change(s).

B. Mode of Payment

Supplemental contracts will be paid upon completion of the specific duty with the exception of those positions that are year long in nature. Positions that are year long in nature may opt for the following:

1. Twenty-four (24) equal pays.
2. Two (2) equal pays (end of first semester and upon completion of duties); or
3. One (1) pay (upon completion of specific duty).

The Treasurer will be notified (in writing) by the principal when the supplemental contract has been completed.

C. Contract

1. The supplemental contract shall be separate from (and in addition to) the regular teaching contract and should include the following:
 - a. Specific supplemental assignment;
 - b. Salary;
 - c. Signatures of both parties to the contract and date of signing (Board of Education action constitutes official employment);
 - d. Job Descriptions shall be submitted to the employees holding the positions who shall review the job descriptions for accuracy based on data submitted and shall sign the job descriptions and return them to the Superintendent or designee who shall submit them to the ETA and the Supplemental Review Board for review. If the Supplemental Review Board and the Association mutually approve the job descriptions, the job descriptions shall be used by the review committee in its decisions to recommend additions, deletions, etc.
2. All supplemental contracts will nonrenew at the completion of the job assignment for that position without any further action from the Board of Education. However, if the person holding a supplemental contract is not to be chosen for the position the following year, the person will be informed by the

building principal. All positions filled by the same person the following year will not require the interview process and not be considered vacant.

3. Vacant supplemental positions shall be posted in each building for a period of three (3) work days. Notices of vacancies occurring during the summer will be sent by electronic mail to bargaining unit members.

D. Experience Steps

1. The basis for placement on the appropriate experience step shall be:
 - equal experience in movement from head coach in the same sport (Boys/Girls).
 - equal experience in movement from head coach to assistant coach within the same sport (Boys/Girls).
 - equal experience from assistant coach to assistant coach within the same sport (Boys/Girls).
 - individuals with related experience outside the specific area will receive one (1) experience credit for every three (3) years of experience not to exceed four (4) years experience.
2. Years of experience in a supplemental position will be recognized for a teacher new to the District, provided he/she assumes the responsibilities of the position upon employment.
3. The terms of this Contract shall also apply to any person assuming the responsibility of a supplemental contract. Candidates from outside the bargaining unit may be accorded credit for prior experience or determined appropriate by the Board of Education.
4. For persons holding supplemental contracts who then cease to hold a contract, prior years of experience in supplemental positions will be recognized for teachers in the district for that specific area. If it is in a related or another area, experience steps as stated in D.1. above apply.

E. Supplemental Renegotiations

The complete supplemental process shall be reviewed when the present negotiated Contract expires.

EDGEWOOD CITY SCHOOL DISTRICT								
SUPPLEMENTAL SALARY SCHEDULE FY 2019-20								
Shall be based on BA, Step 0, of the Teacher Salary Schedule								38,557
STEP	Level I		Level II		Level III		Level IV	
0 - 1 Years	0.151	5,822	0.112	4,318	0.092	3,547	0.073	2,815
2 - 3 Years	0.166	6,400	0.125	4,820	0.104	4,010	0.082	3,162
4 - 5 Years	0.182	7,017	0.138	5,321	0.116	4,473	0.092	3,547
6 - 7 Years	0.198	7,634	0.152	5,861	0.128	4,935	0.102	3,933
8 - 14 Years	0.214	8,251	0.166	6,400	0.141	5,437	0.112	4,318
15 or more	0.230	8,868	0.180	6,940	0.154	5,938	0.122	4,704
	EHS Band Director		Auditorium Supv. - Darren		Auditorium Supervisor		EHS Baseball Asst. (3)	
	EHS Basketball Boys Head				EHS Band Asst.			
	EHS Football Head				EHS Baseball Head			
	EHS Basketball Girls Head				EHS Basketball Boys Asst. (3)			
	EHS Wrestling Head Coach				EHS Basketball Girls Asst.(3)		EHS Bowling Advisor	
	EHS Vocal Music Director						EHS Cross Country Head	
					EHS Football Asst. (8)		EHS Golf Boys Head	
					EHS Soccer Boys Head		EHS Golf Girls Head	
					EHS Soccer Girls Head		EHS Soccer Boys Asst. (2)	
					EHS Softball Head		EHS Soccer Girls Asst. (2)	
					EHS Track Boys Head		EHS Softball Asst. (2)	
					EHS Track Girls Head		EHS Tennis Boys Head	
					EHS Volleyball Boys Head		EHS Tennis Girls Head	
					EHS Volleyball Girls Head		EHS Track Asst.	
					EHS Wrestling Asst. (3)		EHS Vocal Music Asst.	
					EMS Athletic Facilitator		EHS Volleyball Boys Asst. (2)	
	Grandfathered to highest Level *						EHS Volleyball Girls Asst. (3)	
							EMS Football Head - Kevin McDonell*	

EDGEWOOD CITY SCHOOL DISTRICT							
SUPPLEMENTAL SALARY SCHEDULE FY 2020-21							
Shall be based on BA, Step 0, of the Teacher Salary Schedule							39,425
STEP	Level I		Level II		Level III		Level IV
0 - 1 Years	0.151	5,953	0.112	4,416	0.092	3,627	0.073 2,878
2 - 3 Years	0.166	6,545	0.125	4,928	0.104	4,100	0.082 3,233
4 - 5 Years	0.182	7,175	0.138	5,441	0.116	4,573	0.092 3,627
6 - 7 Years	0.198	7,806	0.152	5,993	0.128	5,046	0.102 4,021
8 - 14 Years	0.214	8,437	0.166	6,545	0.141	5,559	0.112 4,416
15 or more	0.230	9,068	0.180	7,097	0.154	6,071	0.122 4,810
	EHS Band Director		Auditorium Supv. - Darren Steiner*		Auditorium Supervisor		EHS Baseball Asst. (3)
	EHS Basketball Boys Head				EHS Band Asst.		
	EHS Football Head				EHS Baseball Head		
	EHS Basketball Girls Head				EHS Basketball Boys Asst.(3)		
	EHS Wrestling Head Coach				EHS Basketball Girls Asst. (3)		EHS Bowling Advisor
	EHS Vocal Music Director						EHS Cross Country Head
					EHS Football Asst. (8)		EHS Golf Boys Head
					EHS Soccer Boys Head		EHS Golf Girls Head
					EHS Soccer Girls Head		EHS Soccer Boys Asst.(2)
					EHS Softball Head		EHS Soccer Girls Asst. (2)
					EHS Track Boys Head		EHS Softball Asst. (2)
					EHS Track Girls Head		EHS Tennis Boys Head
					EHS Volleyball Boys Head		EHS Tennis Girls Head
					EHS Volleyball Girls Head		EHS Track Asst.
					EHS Wrestling Asst. (3)		EHS Vocal Music Asst.
					EMS Athletic Facilitator		EHS Volleyball Boys Asst. (2)
							EHS Volleyball Girls Asst. (3)
							EMS Football Head - Kevin McDonell*
	Grandfathered to highest Level *						

EDGEWOOD CITY SCHOOL DISTRICT									
SUPPLEMENTAL SALARY SCHEDULE FY 2020-21									
Shall be based on BA, Step 0, of the Teacher Salary Schedule									
									39,425
STEP	Level V		Level VI		Level VII		Level VIII		
0 - 1 Years	0.060	2,366	0.052	2,050	0.036	1,419	0.024	946	
2 - 3 Years	0.067	2,641	0.058	2,287	0.039	1,538	0.027	1,064	
4 - 5 Years	0.075	2,957	0.064	2,523	0.044	1,735	0.031	1,222	
6 - 7 Years	0.083	3,272	0.070	2,760	0.049	1,932	0.036	1,419	
8 - 14 Years	0.091	3,588	0.077	3,036	0.054	2,129	0.039	1,538	
15 or more	0.099	3,903	0.084	3,312	0.059	2,326	0.042	1,656	
	Coord. of District Services		Entry Year Teacher Mentor		EHS Academic Team		EHS Academic Team Asst.		
	Coord. of Student Services		EHS Bowling Asst.		EHS Cheer Basketball Grd 9		EHS Class Advisor-Senior		
	EHS Cheer Basketball-Varsity		EHS Coreographer/Choaliers		EHS Cheer Basketball Rsrv.		EHS Class Advisor-Sophmore		
	EHS Cheer Football-Varsity		EHS Fall Assoc. Band Dir/Perc Wind		EHS Cheer Football Grd 9		EHS Fall Director Asst.		
	EHS Cheer Varsity Competition		EHS Fall Play Director		EHS Cheer Football Rsrv.		EHS National Honor Society		
	EHS Class Advisor-Junior		EHS Golf Asst.		EHS Class Advisor-Freshman		EHS Spring Musical Dir. Asst.		
	EHS Cross Country Asst.		EHS Spring Musical Tech.		EHS Fall Play Tech.		EHS Weight Program Coord. (4)		
	EHS Color Guard		EHS Spring Musical Vocal		EHS Pep Band		EHS Winter Play Asst.		
	EHS Department Head		Swim/Dive Asst.		EHS Spring Musical Orchestra		EHS Winter Play Tech.		
	EHS Spring Musical Director		EHS Tennis Girls Asst.		EHS Student Council Asst.		EMS Choreography/Show Choir		
	EHS Student Council		EHS Winter Play Director		EMS Cheer Basketball		EMS Jazz Band		
	EHS Swim/Dive Head Coach		EHS Winter/Spring Perc.		EMS Cheer Football		EMS Pep Band		
	EHS Thespian Advisor				EMS Cross Country Asst.				
	EHS Winter Guard				EMS Musical Asst.				
	EHS Yearbook		EMS Cross Country Head		EMS Musical Choreography				
	EMS Basketball Boys Head (3)		EMS Football Asst. (3)		EMS Musical Tech. Director				
	EMS Basketball Girls Head (3)		EMS Musical Director		EMS Play Director Asst.				
	EMS Department Head		EMS Newspaper		EMS Play Tech. Director				
	EMS Football Head		EMS Play Director		EMS Vocal Dir./Show Choir				
	EMS Track Boys Head		EMS Track Boys/Girls Asst.		Elem. Yearbook (K-5)				
	EMS Track Girls Head		EMS Volleyball Girls Asst.						
	EMS Unit Leaders		EMS Wrestling Asst.						
	EMS Volleyball Girls Head		EMS Yearbook						
	EMS Wash. D.C. Trip Coord.								
	EMS Wrestling Head				63				
	Elementary Department Head								
			Grandfathered to highest Level						

APPENDIX D

**Memorandum of Understanding
The Ohio Teacher Evaluation System
(Revised)**

This Memorandum of Understanding (“MoU”) is between the Edgewood City Board of Education (the “Board”) and the Edgewood Teachers’ Association, OEA/NEA, (the “Association”) effective as of this _____ day of _____ 2019.

WHEREAS the Association and the Board recognize the importance of evaluating teachers for the purposes of improving the quality of instruction students receive, improving student learning, strengthening professional proficiency including identifying and correcting deficiencies;

WHEREAS the Board and the Association shall strive to create an evaluation which is intended to be research-based, transparent, fair, and adaptable to the needs of the District;

WHEREAS the Board and the Association are parties to a collective bargaining agreement in effect from July 1, 2019 through June 30, 2022;

WHEREAS the Board and the Association will be required to implement the new version of the Ohio Teacher Evaluation System (“OTES”) evaluation framework beginning with the 2020-2021 school year; and

WHEREAS the Ohio Revised Code (ORC) 3319.112 requires a standards based state framework for the evaluation of teachers.

It is therefore the agreement of the parties to the MOU as follows:

Application

1. The Edgewood Local School District will implement the Ohio Teacher Evaluation System (OTES) which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.
2. “Teacher” – For purposes of this policy, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:
 - a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
 - b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
 - d. A permit issued under ORC Section 3319.301.
 - e. Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the traditional evaluation procedures of the collective bargaining agreement in effect between the Board and the Edgewood Teachers' Association.
 - f. Counselors shall be evaluated using the Ohio School Counselor Evaluation System.
3. "Credentialed Evaluator" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:
- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
 - b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.
 - d. The Board shall authorize the Superintendent/designee to approve, distribute and maintain a list of credentialed evaluators available by building as necessary to effectively implement this policy.
 - e. All parts of all teacher evaluations shall be conducted by district employed administrators.
4. OTES forms will be used in the evaluation process. The informal observation general form (walkthrough form) will be used for documenting walkthroughs.
5. Teachers who do not have students more than 50% of the time will be evaluated using the performance section of the OTES model only.
6. The full evaluation of teachers will consist of:

Orientation

- a. For all new hired teachers, the district shall hold evaluation process training before the start of every school year.
- b. Teachers who are scheduled for full evaluations shall be retrained and informed of any changes to OTES and the evaluation process prior to October 1.

Teacher Performance

Each teacher shall be evaluated according to the eTPES Evaluation Framework which is aligned with the Standards for the Teaching Profession adopted under state law.

Formal Observations

- a. There shall be at least two (2) formal observations of the teacher at least thirty (30) minutes each in duration during the school year.
- b. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations unless the Superintendent/designee waives the third observation.
- c. The first observation will not occur before October 1st unless mutually agreed upon between the teacher and administrator and each ensuing observation will not occur less than 20 school days from the previous. At least one observation will occur after winter break.
- d. All formal observations shall be preceded by a pre-conference between the evaluator and the employee that will be held within between one (1) and three (3) days of the scheduled observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- e. The teacher will be notified at least three (3) days prior to the pre-conference to complete the pre-observation form.
- f. All formal observations and pre-observations conferences will be scheduled and announced.
- g. If the evaluator must postpone the observation, the teacher will be notified as soon as possible. Both parties will agree upon a new observation date. The teacher will choose to use the lesson that was to be observed or choose a new lesson. If a new lesson is chosen, the evaluator can be verbally informed of the details of the new lesson or the teacher can choose to revise their pre-conference form.
- h. The first observation must be completed before December 15.
- i. The second observation must be completed by May 1.
- j. There will be at least four (4) weeks between observations.
- k. All formal observations will be a minimum of thirty (30) continuous minutes in length.
- l. A post-observation conference shall be scheduled within three (3) working days after each formal observation.
- m. The evaluation form will be finalized and given to the employee by the evaluator within seven (7) working days after the scheduled post-conference.
- n. If a teacher feels he/she is being unfairly evaluated, the teacher should notify an ETA representative. The ETA will then contact the Superintendent/designee, who may change the evaluator.
- o. When a co-teacher formal observation is made to include both teachers for separate evaluations, the evaluator conducting the post observation conference shall give equivalent amounts of feedback to both parties.

Informal Observations/Walkthroughs

- a. A minimum of two (2) classroom walkthroughs shall occur during one school year.
- b. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- c. Data gathered from the walkthrough must be placed on the Informal Observation form designated in OTES Teacher Evaluation Form or e-mailed electronically through the data collection tool to the teacher.
- d. A final debriefing and completed form must be shared with the employee within three (3) days of the walkthrough.

Performance Assessment

- a. The fifty percent (50%) teacher performance measure shall be based on the Ohio Standards for the Teaching Profession.
- b. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences to determine the teacher performance rating.

Student Growth Measures

- a. Student growth means the change in student achievement for an individual student between two (2) or more points in time.
- b. A student who has forty-five (45) or more excused or unexcused absences for the school year will not be included in the determination of student academic growth.
- c. The student growth component of the evaluation includes, where available, one or more of the following:
 1. Teacher-level value-added data or alternative student academic progress measures if adopted under ORC 3302.02(C)(1)(e);
 2. ODE approved assessments;
 3. Locally determined measures; in accordance with State law and State Board of Education requirements ("SLOs");
 4. When available, value-added data or an alternative student academic progress measure, if adopted under ORC 3302.03(C)(1)(e), shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subject for which the value-added progress dimension is applicable;

- d. Data from these approved measures of student growth will be converted to a score in one of five (5) levels of student growth:
 1. Most Effective (5)
 2. Above Average (4)
 3. Average (3)
 4. Approaching Average (2)
 5. Least Effective (1)

Finalization

- a. One hundred percent (100%) of each evaluation shall be based upon the following equation: teacher performance 50% + student growth data 50%, as set forth herein.
- b. The evaluation shall be completed annually, by May 1, and the teacher will receive the written evaluation report by May 10.
- c. The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt.
- d. One evaluator shall complete all individual teacher observations, walkthroughs, reports, and finalizations unless upon approval of a teacher's request a second evaluator is assigned through the evaluation process.
- e. All teachers who receive a final summative score of Developing, Skilled or Accomplished shall be considered to have comparable evaluations through the 2019-2022 school years.
- f. The Board of Education shall not share any evaluation report in part or full with any third party except as required by law.
- g. Teacher evaluations shall consist of multiple factors, with the intent of assigning an effectiveness rating (Accomplished; Skilled; Developing; or Ineffective) based upon teacher performance.
- h. If Ohio Revised Code sections 3319.111 and 3319.112 are repealed, the evaluation system procedure set forth in Article VIII of the Master Agreement shall apply, to the extent permitted by law.

Committee

The district evaluation committee that established the evaluation procedure outlined in this MOU shall meet annually to review its efficiency and effectiveness. Any substantive changes shall be mutually agreed to by members of the evaluation committee and added to a revised MOU. If a vacancy occurs, the Superintendent or Association President shall appoint a replacement to their respective teams.

A new evaluation system will be implemented during the 2020-2021 school year as required by law and regulations. To the extent the new framework or statutes conflict with this MOU, the parties will meet to revise and update the relevant

language. In the event the transition from the current evaluation model to the new version of OTES is delayed, the terms outlined in this MOU will be used for the length of this contract.

School Counselor Evaluations under OSCES

For the term of this MOU, school counselors who receive a final summative score of Developing, Skilled, or Accomplished under the OSCES evaluation system shall be considered to have comparable evaluations through the 2019-2022 school year for the purpose of reduction in force under Article 7 of the Agreement.

SLO Pretest and Posttest Standards and Guidelines

The following SLO pretest and posttest standards and guidelines is an attempt to deliver consistency and ensure SLOs are used to help teachers find instructional techniques that are best practices.

Standards and Guidelines

This section contains standards and guidelines. Standards should be followed unless special circumstances dictate they cannot be. Guidelines are criteria that may be applicable to an individual teacher's situation but are not mandatory.

All teachers who have students at least fifty percent (50%) of the time shall be required to complete one SLO. Special education teachers shall, where applicable, use the SLO of the regular classroom teacher.

I. Standards

1. Growth measures: Expected student growth between pretest and posttest should be between 10% and 25%. If a student scores above 80% in a pretest, a capstone project should be assigned to that student in the tested subject.
2. Test Preparation: Test preparation should not exceed one class period. In no way shall any test question be used to prepare students for the SLO test.
3. Pretest and posttest consistency: The pretest and posttest should cover the same material. However, the language of each question should be changed from one test to the other.
4. Test material: All questions on the tests must cover what the teacher will/has teach/taught.

5. Rigor: The test will be considered rigorous by the teacher and the SLO committee.
6. SLO time length: All SLOs will begin the day after the pretest is given and end when the posttest is given.

II. Guidelines

1. Pretest and Posttest language: The language of each question should be changed from the pretest to the posttest. The concept of each question should remain the same.
2. Student incentives: Some sort of motivation may be given to the students for taking the tests, be it grades from scores, effort, attendance, extra credit, or other possible incentive.
3. Test length: An attempt should be made to keep the test to one class period in length.
4. Test format: The test format should reflect what is expected in the learning standards. In other words, if demonstrating written understanding is required in the standards, some short answer questions may be used.

It is important to note that the SLO tests are not equivalent to vendor generated value added tests. They are teacher based tests that are written by teachers, not a team of professional test makers. They cannot be expected to have the same scientific precision as standardized tests. Teachers do their best to make the tests reflect curriculum as much as possible.

III. SLO/Vetting Committee

Each building shall have an SLO committee made up of people from the building. The committee will include all department heads, all members of the BLT who wish to volunteer for the committee, at least one principal, and any educator that may assist in ensuring quality SLOs. All members of the committee must have been trained in SLO completion.

If members of the committee need to be trained in SLO completion, the district shall provide that training.

One of the committee's responsibilities shall be to determine if each teacher's SLO pre and posttests meet the standards and guidelines listed in this document.

Teachers will have the opportunity to defend their SLO if it is determined to not meet the standards of the vetting committee.

All teachers who use SLOs to determine student growth will utilize the SLO template from the ODE to complete the SLO. The SLO committee of the teacher's building will determine if the SLO is satisfactorily completed. If the SLO is not completed to the SLO committee's standards, the committee will give recommendations to the writer of the SLO and the writer will implement the recommendations.

IV. SLO scoring

All teachers using the SLO shall complete the ODE SLO scoring template. The template will be turned in at the completion of the SLO process. Teachers will utilize early release time specified for SLO work to grade tests and complete the SLO template, as per Edgewood contract section 15:04. This time will differ from time allotted for end of quarter grading.

V. Evaluation determination

All new teachers to the district, all resident educators in years 1 of the program, all teachers who received a 1 or a 2 for their student growth measures, all teachers eligible for continuing contracts, and all teachers rated developing or ineffective in their final summary OTES evaluation will be scheduled for full evaluations.

This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.

This Agreement is binding contractual commitment. The parties acknowledge and agree that this Agreement is subject to the grievance process.

ETA President

Superintendent

Date

Date

APPENDIX E

DRUG FREE WORKPLACE POLICY AND AWARENESS PROGRAM

It is the policy of Edgewood Board of Education to establish a drug free workplace. Drug and alcohol abuse in the workplace is dangerous and can lead to harm to not only the person abusing drugs or alcohol but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of the Board of Education employees can potentially influence children within the schools.

For these reasons the Edgewood Board of Education is committed to maintaining a drug free workplace, and will enforce a policy requiring all employees to refrain from the use, sale, purchase, possession, or being under the influence of illegal drugs or alcohol while on the job, on school premises, or on or while using school equipment. Employees who fail to comply with this policy will be subject to discipline, up to and including termination of employment subject to the following procedures.

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

PROCEDURES:

- A. All employees shall receive a copy of this provision and Board adopted resolution regarding a drug free workplace. This resolution shall become part of the Board of Education Policy Manual and shall be included in any and all procedural handbooks.
- B. "Drug abuse offenses" shall be defined as the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.
- C. "Workplace" is defined as any area under the control of the school district or at any school sponsored activity regardless of location.
- D. Disciplinary Action:
 1. Any employee who pleads guilty or is convicted in any court of law of a drug abuse offense which is a minor misdemeanor and which occurs in the workplace shall be referred to and participate in a drug rehabilitation or intervention program. (Rehabilitation or intervention program participation will be at the employee's expense if not covered by the present benefit program.) Failure to participate in the rehabilitation program may result in up to a ten (10) day suspension without pay. Subsequent guilty pleas or convictions may result in disciplinary action of an employee up to and including termination.
 2. The Board of Education may take action against any employee for drug offenses in accordance with normal disciplinary procedures as provided by law.

APPENDIX F

DISTRICT INTENT FORM

TO: Edgewood Staff	DATE:
FROM: Director of Personnel	RE: UPCOMING SCHOOL YEAR ASSIGNMENT

_____ (Please print your name) _____ (Current Building)
_____ (Current Position)

We are in the process of making plans for the upcoming school year. If your plans are not definite or if you need to discuss your assignment, please contact your principal or contact me at the Central Office. All information regarding your desire to change position, leave Edgewood, or retire will be treated confidentially.

ASSIGNMENT QUESTIONNAIRE

Please check appropriate responses below.

_____ I want to keep my present assignment
_____ I do not plan to return to Edgewood next year.
_____ * Should the following vacancy occur, I would like to be considered for the following assignment(s) for which I am fully qualified: _____
(Position) (Building)
_____ My plans are indefinite. I will finalize my plans by: _____

CERTIFIED STAFF ONLY

As contracts are considered for the next school year, I would like to point out that I believe I am eligible for a continuing contract. (This is for anyone who does not already have a continuing contract.)

_____ YES _____ NO

EXTRA DUTY ASSIGNMENT

* I am interested in the following assignments, which include:

1. _____ 3. _____
2. _____ 4. _____

* If a specific position listed above becomes available after the last teacher day but before July 10, please contact me at

(home phone number or cell phone number)

SIGNATURE: _____ BUILDING: _____

DATE: _____

(Please return this signed form to the Director of Personnel at the Edgewood Board of Education Office by February , 20)

APPENDIX G

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into on this __ day of _____, 2019, by and between the **Board of Education of the Edgewood City School District** (the "District") and the **Edgewood Teachers Association, OEA** (the "Association"). These parties will collectively be referred to as the "Parties."

WHEREAS, the District and the Association have executed a collective bargaining agreement ("CBA") effective from July 1, 2019 to June 30, 2022; and

NOW, THEREFORE, BE IT RESOLVED THAT, in exchange for the mutual promises contained below:

1. For the 2020-2021 and 2021-2022 school years, Article 21 shall be modified to state that the Association President will be provided either one (1) additional planning period (high school/middle school teachers) or one hundred fifty (150) minutes per week (elementary school teachers) to be used for association-related matters. In exchange for the additional planning period, it is the Parties' mutual expectation that any meetings which require the Association President's attendance will be scheduled during that time to the extent practicable.
2. The building principal shall have the sole authority to assign when the planning period will occur during the Association President's schedule to ensure adequate class coverage and reduce any disruptions to school operations.
3. The Parties agree that all other provisions of the CBA except as expressly indicated herein shall remain the same.
4. The Board and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.
5. This Memorandum shall constitute the full and complete understanding of the Parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **EDGEWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **EDGEWOOD TEACHERS ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

EDGEWOOD TEACHERS ASSOCIATION

Date: _____

By: _____
Association President

**EDGEWOOD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: _____

By: _____
Superintendent