

NEGOTIATED AGREEMENT

between the

EASTWOOD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

EASTWOOD EDUCATION ASSOCIATION

July 1, 2022 – June 30, 2025

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PREAMBLE

The Board of Education of the Eastwood Local School District (hereinafter referred to as the "Board") together with the Eastwood Education Association (hereinafter referred to as the "Association") recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires for its effective discharge, cooperation between the Board, the Superintendent and the administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board, the Superintendent and the Administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program.

It is the purpose of this Agreement to establish this relationship between, and to affirm this joint responsibility of the Board and the Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern.

<u>ARTICLE I – RECOGNITION</u>

A. Recognition

- 1. In accordance with O.R.C. §§4117.04 and 4117.05, the Board does hereby recognize the Eastwood Education Association, an OEA/NEA affiliate, as the exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Master Agreement for all certified teaching personnel both full and part-time under limited or continuous contract to the Board. This shall include those positions currently considered as part of this bargaining unit:
 - a. Classroom teachers;
- d. Media and program specialists; and
- b. Guidance counselors;
- e. Department heads.

- c. Librarians;
- 2. The Association recognizes that the Superintendent, Principals, other administrative positions as defined in O.R.C. Chapter 4117, and substitute teachers are excluded from the bargaining unit.
- 3. Recognition of the Association shall continue until such time as another employee organization is successful in gaining exclusive representative status pursuant to Ohio Revised Code Section 4117.05 *et seq*.

B. Recognition of Board and Superintendent

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Eastwood School District and as the employer for all licensed/certificated personnel of the school system. The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor to the Board.

C. Membership in Professional Organizations

Both parties recognize that licensed/certificated personnel have the right freely to organize, to join, and to support any organization for their professional and/or economic improvement, and that such membership in any organization shall not be required as a condition of employment. Such organizations may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, race, creed, or national origin.

<u>ARTICLE II – NEGOTIATING PROCEDURES</u>

A. <u>Definitions</u>

- 1. "Negotiations" means conferring, discussing, and bargaining in good faith by the Board and its designated representatives, and the Association through its designated representatives in an effort to reach agreement with respect to salaries, hours, working conditions and other matters of concern of the Board and the Association.
- 2. "Good Faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and to offer counter proposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association to meet for purposes of negotiations does not compel either party to agree to a proposal or require the making of a concession.
- 3. "Days" shall mean calendar days.

B. <u>Directing Requests</u>

1. Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent and the Board. Requests from the Board will be made in writing to the President of the Association. These requests shall be

submitted not less than sixty (60) days prior to the expiration of the current contract. Notification will also be sent to the State Employment Relations Board along with a copy of the existing contract.

C. <u>Negotiation Meetings</u>

- 1. When issues are to be negotiated at a time other than the regularly scheduled period, an agreement will be reached by the Board and the representatives of the Association within five (5) days of the request and the submission of issues as to the time and place of the meeting, which shall be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time.
- 2. Negotiations meetings shall be held at the request of either party involved and further negotiations shall be completed within seventy (70) days or by a mutually agreed date. Negotiations meetings shall be in executive session unless mutually agreed by both parties.
- 3. All issues for negotiations by the Eastwood Education Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted in by either party following the designated meeting unless agreed by both parties.

D. Representation

The Board and the Association shall be represented by no more than four (4) members each at the negotiating table. Either party at their option may be represented by one (1) member who is not an employee of the Board or a member of the Board. The remaining members of both parties must be members of the Association and be employees of the Board or members of the Board.

E. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Necessary clerical assistance shall be provided at a cost agreeable to both parties. Each party shall be responsible to keep and maintain such bargaining notes as it may desire.

F. Study Committees

The parties may appoint, by mutual agreement, joint and hoc study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties.

G. Exchange of Information

Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiation and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiation: provided, however, that nothing herein shall require the Superintendent or the Association to make available any confidential information or reports expressly compiled for the use of the Board, its negotiators; or the Association and its negotiators.

H. While Negotiations Are in Progress

1. Protocol

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

2. Caucus

The chairman of either group may recess his group for independent caucus at any time. A caucus shall be for a period of up to thirty (30) minutes unless otherwise mutually agreed.

3. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chief negotiator for each party.

4. <u>Schedule of Meetings</u>

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

5. Authority of Teams

While no final agreement shall be executed without ratification by the Association and Board, 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.

6. <u>Dissemination of Information</u>

a. All negotiation sessions are to be considered "executive sessions." All parties to the negotiation procedure shall absolutely respect the confidential nature of these meetings.

- b. Any release of written information concerning negotiations to individuals not directly involved in the negotiations procedure shall be limited to factual status reports. Such reports will be provided to both parties of the negotiations. Discussions for purposes of strategy or positions would not be restricted by this clause.
- c. Any information released to parties or individuals outside the scope of negotiations or the news media will be approved by both parties, unless impasse is declared.

I. <u>Agreement</u>

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for formal approval. Following ratification by the Association, the Board shall act upon the recommendations. Approved agreements shall be signed by the parties and shall become part of the official minutes of the Board. Any resulting Agreement shall constitute a modification through the Articles of the Document and shall be binding on both parties. No provisions of the resulting Agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

J. <u>Disagreement</u>

1. Responsibilities

The parties pledge themselves to negotiate in good faith.

2. Impasse Procedure

- a. If agreement is not reached, either party may declare impasse at any time.
- b. Within five (5) days of impasse, a mediator shall be obtained through the Federal Mediation and Conciliation Service (FMCS) according to their rules and regulations.
- c. The parties agree that the mediation process through FMCS shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in O.R.C. §4117.14.
- d. If mediation fails, the teachers may exercise their rights under O.R.C. §4117.14(D)(2).

K. Duplicating and Distributing Contract

The cost of duplication and distributing the Negotiated Agreement will be born by the Board. The contract will be prepared by the Board and distributed within thirty (30) days of Board ratification.

<u>ARTICLE III – GRIEVANCE PROCEDURE</u>

A. The Primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may arise. A grievance procedure provides for the democratic interpretation and application of this Agreement. Both parties are highly encouraged to keep the proceedings confidential.

B. Definitions

- 1. <u>Grievance</u> A claim by a licensed/certificated person or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or a decision by a supervisory official involving salaries, hours, employment conditions and disciplinary action under this specific Agreement may be processed as a grievance. The Board's decision of termination of a limited or continuing contract is not grievable.
- 2. <u>Days</u> In this grievance procedure, the term "days" shall mean Monday through Friday (excluding holidays). The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. Any of the time limits referred to in this Article may be, by mutual agreement, extended.

C. <u>Procedure</u>

- 1. The parties acknowledge that it is usually most desirable for licensed/certificated persons/Association and administrators to resolve problems through free and informal communications. When requested, the EEA building representative or EEA President may assist in this resolution.
- 2. Grievances may be adjusted informally provided the adjustment is not inconsistent with the terms of this Agreement or the policies and rules of the Eastwood Board of Education. However, should such informal processes fail to satisfy the grievant, than a grievance may be processed as follows:

3. <u>Step 1</u>

a. Within twenty (20) days after the occurrence, act or condition upon which such grievance is based, the grievant/Association shall present the

grievance, in writing, using the Grievance Report Form (see Appendix A), Step 1, to his/her building principal. The EEA President will receive copies of the completed Grievance Report Form from the Administration if the Association President has not been involved. Failure to comply with this timeline constitutes waiver of the grievance, and it shall be deemed not to exist.

- b. The Principal shall meet within ten (10) days of receipt of the grievance, with the grievant (and the building representative and/or EEA President) to resolve the grievance. Within five (5) days after this meeting, the principal shall indicate in writing his/her disposition of the grievance by completing his/her portion of the Grievance Report Form. The principal shall provide a copy of the completed form to the grievant (and the EEA President).
- c. In cases where the grievance is beyond the jurisdiction of the building principal, Step 1 will be deleted.

4. Step 2

- a. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall within five (5) days of the receipt of such disposition or above-stated time limits complete Step 2 of the Grievance Report Form and submit such grievance to the Superintendent and the Association President.
- b. Within ten (10) days of the receipt of such form the Superintendent shall meet with the grievant. Notice of such meeting shall be sent to the grievant and Association president, who shall determine those individuals to be present at such meeting in order to present pertinent facts to the grievance. The Superintendent shall also arrange for individuals to be present for the same purpose.
- c. Within five (5) days after the above meeting, the Superintendent shall indicate his disposition concerning the grievance by completing his portion of Step 2 of the Grievance Form. The Superintendent shall forward a copy of his disposition to the grievant, Association President, and the Principal.
- d. If the Superintendent is not available the Grievance Report Form shall be filed, within designated time limits, with the Treasurer of the Board. The Treasurer will immediately contact the President of the Board who shall then preside at the above described meeting if the Superintendent is unavailable. The same time lines shall be observed.

5. <u>Step 3</u>

- a. If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within the above time limits, the grievance may be submitted within thirty (30) days from receipt of the Step 2 written response to arbitration. Application for Arbitration must be made through the Association by completing Step 3 of the Grievance Report Form, filing the same with the Board.
- b. If the Association supports going to arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association, which rules shall likewise govern the arbitration proceedings. As soon as possible after his/her appointment, the arbitrator shall schedule a hearing relative to the grievance. Neither the Board nor the grievant (Association) shall be permitted to assert any grounds which was not presented at Step 1 or Step 2 of this process.
- c. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Board, Association, President, and grievant at the earliest possible date following the hearing and shall be final and binding on all parties concerned.
- d. The fees and expenses of the arbitrator shall be shared by the Board and Association. All additional expenses shall be borne by the party incurring them.
- D. There shall be no reprisal of any kind against any party participating in the Grievance Procedure.
- E. The administration and the EEA will mutually cooperate in the investigation of any grievance and, further, will furnish such information as is requested for processing the grievance.
- F. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a file established by the Treasurer of the Board. This file may be opened only by mutual consent of the Superintendent and the grievant and/or EEA President.
- G. Should the investigation or processing of any grievance require that a licensed/certificated person be excused from his regular assignment, he shall be excused without loss of pay or benefits.
- H. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the employer to comply with timelines shall result in the grievance being automatically advanced to the next step. Any of the time limits referred to in this

Grievance Procedure may, by mutual agreement, be extended when mutual signatures and date are shown on a memorandum. The number of extension days shall also be included in the memorandum.

- I. Any individual is at liberty to present, process, and settle a grievance without intervention of representation by the Association at their own expense. When an individual settles a grievance or receives an arbitration ruling without Association representation, the individual releases the Association from liability related to the Association's duty of fair representations and the Board agrees that such settlements will not be used in any future legal proceedings as evidence of past practice.
- J. The EEA reserves the right to advise a grievant if they think he has no grievance and to refuse to represent him in the Procedure.
- K. Nothing in this Agreement shall be construed so as to deny the grievant or the EEA the right to legal advice or counsel in any of the steps above, or to deny the right to redress through the courts.
- L. Forms for filing and processing grievances shall be available in every school building.

<u>ARTICLE IV – ASSOCIATION BUSINESS AND RIGHTS</u>

A. Release Time

The Association President and EEA Committee Members shall be released to fulfill responsibilities to the Association and to the District in the administration of this Agreement. Any absences other than those mutually agreed upon under this Agreement would need to be approved by the immediate supervisor, as well as the Superintendent or his designee. Nothing contained in this provision shall require rescheduling to within the teacher workday meetings that can be scheduled outside the teacher workday. Such released time shall be without loss of pay or benefits.

B. Faculty Meetings

The Association's designated representative may make organizational announcements in faculty meetings.

C. Finances

The Employer agrees to furnish to the Association a copy of all information kept by the District related to its financial operations. Such information shall be furnished within ten (10) calendar days of receipt of a request by the Association.

D. <u>Bulletin Boards</u>

The Association, as bargaining agent, shall be granted exclusive teacher organization right to use bulletin board space in the teachers' lounge in each school building for the purpose of posting official notices. Authorized representatives of each building will be responsible for the posting of all such notices and the contents thereof.

E. <u>Inter-School Mail</u>

The Association shall have exclusive teacher organization right to the use of teacher receptacles and inter-school delivery service. Authorized teacher representatives of each building will be responsible for the placing of such materials and the contents thereof.

F. Use of Facilities

The Association, as bargaining agent, shall have the right to use school buildings for meetings without charge so long as they do not obstruct regular school use, promote the obstruction of normal school activities, and so long as those facilities have not been scheduled for other use.

<u>ARTICLE V – ASSOCIATION DUES</u>

- A. The Board will provide a payroll deduction for professional dues upon receipt of a signed written consent provided by the member authorizing such dues deduction. deduction shall be without cost to the Association or the member. Deductions shall be made in twenty (20) equal installments effective November 1st. A member that wishes to establish payroll deduction for his/her dues, shall do so in writing with the District Treasurer no later than September 30 each year. Once established, it shall be continuing until the member informs the Association President and the District Treasurer, in writing not less than two (2) weeks prior to the effective date of the payroll change, he/she wants the deduction stopped. The EEA and its membership shall hold the Board harmless for any unauthorized deductions. When a member leaves the employ of the District prior to the completion of the school year, the District Treasurer shall deduct all remaining dues that are owed the EEA from the department employee's final pay. For any member hired after October 1, the Association President and the member shall agree upon a schedule for the member's dues deduction for the remainder of the school year and provide the Treasurer with written notice of same.
- B. The Board agrees to furnish the Association with a name list and amount of dues deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.
- C. The above dues deduction provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent licensed/certificated staff members in the bargaining unit represented by the Association.

D. The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association, the Association shall reimburse to the Board, or designated employee, the amount of moneys actually received by the Association from the Board and/or designated employees involved.

ARTICLE VI – TEACHER CONTRACTS

- A. Limited contracts shall be for five (5) years or less in duration. Supplemental contracts are limited contracts, but not subject to continuing contract status nor to the provisions of O.R.C. §3319.11. Further, all supplemental contracts shall automatically expire at the end of each contract year without Board action and without notice to the employees holding such contracts.
- B. If a teacher anticipates receipt of a multi-year limited contract upon expiration of the current limited contract, and that teacher reasonably anticipates attaining eligibility for a continuing contract during any year of the anticipated multi-year limited contract, then the teacher may request receipt of a one year limited contract instead of a multi-year limited contract.
- C. The request for a one (1) year limited contract and the consideration of such request by the Board shall not abridge the discretion of the Board under O.R.C. §3319.11 or the Board's decision to grant an extended limited contract.
- D. In order to be eligible for a continuing contract in the next school year, a teacher must notify the Superintendent in writing on or before September 30 of his/her intention to seek qualifying certification and must have qualified for and applied for the certificate/license by the close of the current school year.
- E. Until the license/certificate is filed with the Treasurer, the teacher, if renewed, will be issued a one year limited contract which will be replaced after Board approval by a continuing contract upon such filing.

<u>ARTICLE VII – TEACHER ASSIGNMENTS</u>

A. Involuntary Transfers

Teachers who will be affected by a change in grade assignment in the elementary grades and by changes in subject assignments in the secondary grades for the following year shall be informed in writing of their new teaching assignment. Every teacher shall be tentatively notified of a change in their assignment before July 1.

B. <u>Voluntary Transfers</u>

- 1. All teachers requesting a change in assignment or position shall make their desire known on the Teacher Intent Form (See Appendix B) distributed annually in March. Persons requesting changes at this time will be given consideration for transfer of assignment as appropriate openings may occur. Teacher Intent Forms may be reviewed by the EEA president upon their completion.
- 2. When job vacancies in the system occur, notices will be posted by e-mail to each staff member, or given at the time of the announced opening so as to provide the interested staff member sufficient time to apply. Sufficient time shall be within seven (7) working days (days the Central Office is open) from the date notice was provided to apply for the opening. Such notification is not required from July 24 to September 15 for teaching positions. Within the school year, no single situation shall exceed two displacements.
- 3. Factors which shall be considered in filling a vacancy (other than RIF) shall include seniority, qualification, demonstrated ability and experience and recent education and/or training. In filling vacancies, due regard shall be given to program continuity and the needs of the District.
- C. Any teacher who is involuntarily reassigned to a different classroom more than once in a five year period will be compensated at the hourly tutor rate for time spent packing, moving, and unpacking materials from one classroom to the next, up to a total of six (6) hours at the tutor rate.

D. Playground Recess

Teachers will be responsible on a rotating basis to oversee playground regulations which shall be performed by a para-professional during the noon recess. This shall consist of responding to problems that the para-professional may direct to them as a result of playground misbehavior or injury. There shall be an assigned area within the building where the staff member shall be available for the para-professional to direct students to for the above. The elementary building will establish a written policy for supervision of pupils when it is necessary for them to remain inside during the lunch period.

E. <u>Permission to Leave Building</u>

No teacher will be allowed to leave the school building during any conference period or duty free lunch period unless prior approval is obtained from the building principal. It is understood that permission will generally be given unless the best interests of the children would be compromised. Prior to leaving the building the teacher will notify the building principal or his/her secretary of destination and anticipated time of return, which shall be at least five (5) minutes prior to resumption of duties.

F. Planning Time

All licensed/certificated full-time staff members shall have at least two hundred (200) minutes of planning time per week within the regular student contact teaching day. All licensed/certificated part-time staff members shall have at least the proportional planning time equal to time and conditions of their contract. This time shall occur within the six (6) hour and forty (40) minute teacher day.

ARTICLE VIII - TEACHER EVALUATION PROCEDURE

This standards-based teacher evaluation procedure has been developed in consultation with teachers employed by the Board of Education in conformance with the framework for the evaluation of teachers adopted by the State Board of Education under O.R.C. §3319.112, and is aligned with the *Standards for the Teaching Profession* set forth in state law.

- A. The purpose of periodic formal evaluation is the improvement of licensed/certificated classroom instruction and to aid in the professional development of the licensed/certificated staff member.
- B. The parties agree that, in the event that there is a change in the current law governing the evaluation of teachers, adjustments will be made in order to bring this procedure in compliance with the new law, and all proposed changes need to be submitted to the evaluation committee for input.

Criteria For Performance Assessment

- A. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument. Forms used for teacher evaluation shall be those available from the Ohio Department of Education.
- B. A teacher shall be evaluated on his or her work performance by the teacher's assigned evaluator including information from the pre-conference, informal and formal observations, and the post conference.
- C. Information or results for each evaluation shall be based on the teacher's current evaluation cycle. Results and conclusions of performance assessments should be documented and supported by evidence.

Evaluators

A. An evaluator must be either a credentialed contracted employee of the District or an individual who is contracted by the Board, works in the district, is employed at least 50% of the time, and is a certificated administrator.

- B. It will be a mutual goal that the teacher's building administrator(s) be the primary evaluator.
- C. A teacher with a Final Holistic Rating of Accomplished may choose their evaluator with the mutual consent of the evaluator. The teacher shall make a written request to the evaluator by September 1 and be notified in writing by September 10th of the acceptance/rejection of the request.

In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. This does not preclude walkthroughs being performed by other credentialed evaluators.

Evaluation Committees

The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of making recommendations regarding the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers in the District.

Training/Notification

In the initial year of employment, each teacher shall be given written instructions and professional development on the purpose, mechanics, and dimensions of the evaluation procedure.

- A. Written instructions and group evaluation instrument training shall be presented to the teachers not later than 30 days after the first day worked or initial employment with the District.
- B. Training on the teacher evaluation procedure will occur if there are any substantive changes to the evaluation procedure and shall include the tools, processes, methodology, and the use of high quality student data as determined by the Evaluation Committee.

Professional Growth and Improvement Plans

A. Each staff member will be required to complete a Growth or Improvement Plan. Growth Plans must be submitted to the Evaluator by September 15th. By September 30th the administrator and the teacher will meet to review the Growth or Improvement Plan and sign an acknowledgment of having established such plan.

B. Professional Growth Plans

- a. Teachers with an Accomplished rating shall annually develop a self-directed Professional Growth Plan.
- b. Teachers with a Skilled rating shall also develop a Professional Growth Plan. The plan is initiated by the teacher and is completed in collaboration with the evaluator.
- c. Teachers with a Developing rating shall annually develop a Professional Growth Plan. The plan is initiated by the teacher and guided by the evaluator.
- d. The Growth Plan is intended to be one academic year in duration and teachers are accountable for the implementation and completion of the plan.
- e. All professional growth plans shall align to any District or building improvement plan required for the District or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015."

C. Improvement Plans

- a. Improvement plans are annually developed for a teacher by the evaluator in response to a teacher's Final Holistic Rating of Ineffective. A reassessment of the educator's performance shall be completed in accordance with the written plan (multiple opportunities for observation of performance). Upon annual reassessment of the educator's performance, if improvement has been documented, the Professional Growth Plan may resume. If the teacher's performance continues to remain at an ineffective level, the supervising administrator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.
- b. Improvement plans will identify specific areas for improvement of performance as well as the guidance and support to be provided.
- c. The administrator shall be responsible for
 - i. Identifying in writing the specific areas for improvement to be addressed.
 - ii. Specifying in writing the desired level of performance that is expected to improve and a reasonable period of time for staff to correct deficiencies.

- iii. Developing and implementing a written plan for improvement that will be initiated and include available resources and assistance.
- iv. Determining additional education or professional development needed to improve in the identified area(s).
- v. Gathering evidence of progress or lack of progress.
- d. The teacher and the Evaluator will meet by September 30th to review the Improvement Plan.
- e. Teachers identified as Ineffective shall complete an Improvement Plan based on recommendations of their assigned evaluator.
- D. Professional growth and improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.
- E. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers.

Classroom Observations

- A. A minimum of two (2) formal observations or the minimum number required by ORC shall be conducted to support each performance assessment. A formal observation shall last a minimum of (30) thirty minutes. There shall be at least six calendar weeks between formal observations unless a third observation is required under the provisions of this contract. The first observation will be no earlier than 4 weeks from the start of the school year or October 1st (whichever comes first).
- B. For those teachers who are on limited or extended limited contracts and who are under consideration for nonrenewal, one (1) evaluation consisting of three (3) formal observations will be conducted. Staff members may request a different credentialed evaluator for the third observation, and the District shall grant the request of a different evaluator.
- C. Teachers who achieve the Final Holistic Rating of Accomplished on their most recent evaluation will be evaluated once every three (3) years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on the plan. In this case, the triennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

Staff members not in an evaluation cycle will be observed once per year.

D. Teachers who achieve the Final Holistic Rating of Skilled on their most recent evaluation will be evaluated once every two (2) years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on the plan. In this case, the evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

Staff members not in an evaluation cycle will be observed once per year.

E. Teachers under a limited contract, that is expiring, will go through the full evaluation cycle regardless of the performance rating.

Observation Conferences

- A. A Pre-Conference Meeting will be conducted prior to each classroom observation in order for the teacher to explain plans and objectives for the upcoming observation.
- B. A Post-Observation Conference will be held within ten (10) working days after each classroom observation at which the Teacher Performance Rubric is completed and feedback provided. In addition, the Post-Observation conference may be used to review the teacher's professional growth or improvement plan. In any year that a teacher is not formally evaluated as a result of receiving a rating of Accomplished for Skilled on the teacher's most recent evaluation, at least one (1) conference shall be held, which shall include a discussion of the teacher's progress on his/her professional growth plan.
- C. The teacher may provide additional information to the evaluation within 10 working days of each post conference. Any additional information will be attached to the rubric and included in the teacher's personnel file.

Walkthrough Observations

- A. A walkthrough is a formative written assessment piece that focuses on one or more of the following components on the "Informal Observation: General Form."
- B. A minimum of four (4) Walkthrough Observations will be conducted each year with at least two weeks between walkthroughs.
- C. Walkthrough observations will consist of a minimum of five (5) minutes, but not more than ten (10) consecutive minutes in duration.

- D. Walkthrough Observations will be documented by using the OTES 2.0/OSCES General Form. Teachers shall have access to comments concerning the walkthrough within <u>five</u> days after the walkthrough.
- E. Any credentialed evaluator as defined in this agreement may do a Walkthrough Observation.
- F. A formal debriefing can be requested by the teacher or administrator within five days after the walkthrough to discuss the walkthrough.
- G. Response to Walkthrough: The teacher shall have the right to make a written response to the <u>walkthrough</u> within 10 working days and to have it attached to the evaluation report to be placed in the teacher's personnel file.

High Quality Student Data

As part of an evaluation, at least two (2) measures of high quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall collaboratively determine and use at least one (1) other measure of high quality student data to demonstrate student learning.

In accordance with guidance issued by the Ohio Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

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

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

Finalization of Evaluation

- A. No teacher shall be evaluated more than once annually.
- B. The Final Holistic Rating of a teacher shall be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.
 - i. Each evaluation will result in an effectiveness Final Holistic Rating of Accomplished, Skilled, Developing, or Ineffective. The overall effectiveness rating is based on Teacher Performance.
 - ii. Final Observation Rubrics will be completed by May first, and the Written Summative Evaluation will be completed by May tenth. The teacher being evaluated shall receive a written report of the results of this evaluation, including the Final Holistic Rating, not later than May 10th.
 - iii. Response to Evaluation: The teacher shall have the right to make a written response to the evaluation within 10 working days and to have it attached to the evaluation report to be placed in the teacher's personnel file.

Support for Deficiencies Identified During Observations

- A. In the event that a staff member is not on an improvement plan but has one or more ineffective component ratings, he/she will be placed on an interim support plan.
- B. The support plan, as outlined in this section, shall detail:
 - i. Performance issues documented as ineffective;
 - ii. Specific performance expectations;
 - iii. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

Support for Teachers on Improvement Plan

- A. In the event that a teacher is placed on an improvement plan, he/she will have the option of working with a teacher coach.
- B. The district will maintain in conjunction with the Association a list of eligible teacher coaches.
- C. Teacher coaches will be eligible to be placed on the list if they have earned a Final Holistic Rating of Accomplished or Skilled for a minimum of two consecutive years. Interested teacher coaches shall inform their building principal by September 1st of their interest in serving in this role.
- D. Teacher coaches will be compensated at the tutor rate up to 10 hours per mentee per school year. Teacher coaches cannot take on more than two mentees in a school year.

Due Process

- A. Teachers who disagree with the rating of performance and/or Final Holistic Rating shall be allowed to request a different evaluator for the following school year.
- B. A teacher shall be entitled to union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

Other Provisions

The Board may elect not to conduct an evaluation of a teacher who satisfies any of the following criteria:

- A. The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.
- B. The teacher has submitted notice of retirement, and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.
- C. The teacher is participating in a teacher residency program under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators.
- D. Teachers who are on an approved leave of absence for at least six weeks will have one classroom observation for the evaluation cycle.

Evaluation Committee

A. Composition

- 1. The committee shall consist of four Association members appointed by the Association, three Administrators appointed by the Superintendent, and the Superintendent or his/her designee for a total of four. Additional Ad Hoc members may be invited to provide information to the committee as needed.
- 2. The committee shall be chaired jointly by a committee member from the Association and a committee member from Administration. The members of the committee shall be to the best extent possible be representative of the elementary school, the middle school, and the secondary school, and specialty areas within the District.

B. Operational Procedures

- 1. The committee will meet at least twice per year and will establish by mutual agreement a meeting calendar. Additional meetings may be held as needed.
- 2. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- 3. The committee shall establish ground rules at the initial meeting and update them thereafter as needed.
- 4. All recommendations of the committee will be achieved by consensus.

C. Committee Responsibilities

- 1. The Evaluation Committee will review all parts of the evaluation process and make recommendations for changes as needed.
- 2. The Evaluation Committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment, but it will make recommendations to the Association and Board for consideration regarding the processes and procedures involved with teacher evaluation.

ARTICLE IX – NONRENEWAL

A. Notification of Nonrenewal and Procedure

No later than May 10, but prior to any nonrenewal action by the Board, limited contract teachers shall be notified by the Superintendent whether they will not be recommended to the Board of Education for contract renewal. In this notice, the teacher will be given two weeks written notice and the opportunity to submit his/her resignation to be acted upon at the Board meeting. If the Board chooses to nonrenew a teacher's limited contract, the Board will give written notice to the teacher in accordance with Ohio law.

B. Reason for Nonrenewal

Matters related to the employee's performance of contracted supplemental duties not related to the curricular responsibilities of the teacher shall not be used to adversely affect a decision regarding the continued employment of licensed/certificated personnel in their regular contract of employment as a teacher.

C. <u>Controlling Effect for Evaluations and Nonrenewals</u>

This nonrenewal procedure supersedes O.R.C. §3319.11, O.R.C. §3319.111, and O.R.C. §3319.112. It is the intention of the parties that employees who have been employed for two (2) or fewer years and whose contracts have been nonrenewed are probationary employees and shall have no right to appeal such Board decision through the courts nor any other legal procedure or state administrative forum. Employees who have been employed for more than two (2) years may appeal a nonrenewal decision in accordance with O.R.C. §3319.11.

<u>ARTICLE X – TERMINATION</u>

The termination of a contract during the term of such contract shall be only for those grounds as set forth in O.R.C. §3319.16. The procedures for termination of said contract shall be as prescribed by O.R.C. 3319.16.

ARTICLE XI – TEACHING CONDITIONS

A. Teacher Workday

1. The instructional day shall consist of six (6) hours, forty (40) minutes for teachers. The day for licensed/certificated staff members shall begin twenty-eight (28) minutes before and end fifteen (15) minutes after the instructional day as established by the Board.

- 2. When a delay has been called, the employee will report thirty (30) minutes prior to the adjusted starting time.
- 3. Within the teacher workday prescribed in paragraph 1 above, the Board shall have the right to determine the number of periods in the day, class assignments, and planning time which shall be in compliance with the two hundred (200) minutes per week prescribed by Ohio Department of Education standards.
- 4. For limitations on class size see Article XI Section J.
- 5. In the event the District implements co-teaching, the parties will meet to discuss planning time for co-teaching.
- 6. District administration may extend the teacher workday by thirty (30) minutes for building level staff meetings up to four (4) times per school year.

B. Teacher School Year

1.	<u>Purpose</u>	<u>Days</u>
	Instruction	180
	Orientation/In-Service (first	1
	or second day)	
	Preparation (first or second	1
	day)	
	Work Day/In-Service (split)	2
	Records (end of year)	<u>1</u>
	TOTAL DAYS	185

2. Preparation Day

Upon notice by the building principal to the Association President of the intent to schedule a staff meeting during a teacher preparation day, the building's licensed/certificated staff shall conduct a vote on whether to consent to such a meeting. The teacher preparation day may not have administratively scheduled staff meetings without the prior consent of a majority of the building licensed/certificated staff. If a meeting is held with such consent, the meeting may not exceed one hour in length unless mutually agreed upon.

3. Records Day

Records Day shall be at the conclusion of the school year. There shall be two (2) Work Days/In-Service days scheduled with one at the end of the first nine (9) weeks and one at the end of the first semester. The days will be evenly split between staff in-service and staff workday. Upon notice by the building principal to the Association President of the intent to schedule a meeting during a Records day, the building's licensed/certificated staff shall conduct a vote on whether to

consent to such meeting. No additional reduction in the workday or Records day for meetings can be established without a majority vote of the staff.

4. <u>Inservice Day</u>

Inservice programs will be designed by a joint committee of administrative and staff representatives. Inservice programs may also be reserved for building level meetings with the agenda being established by building administrators and their staff.

5. <u>Additional Inservice Training</u>

Additional late arrival inservice training shall be conducted for two (2) hours each session on up to five (5) instructional days each school year. Fifty percent (50%) of such inservice training hours will be driven by staff input.

6. E-Calamity Days

- As part of the District's plan to make-up Calamity Days, teachers will a. provide instruction for students representing the equivalent of an instruction day, via partially synchronous instruction. **Partially** synchronous instruction shall be defined providing as instruction/interaction through videoconferencing. A combination of videoconferencing with lessons or recorded instruction posted on teacher webpages, or the district LMS, is acceptable. Lesson design should take into account the availability of technology for the student in addition to developmentally appropriate online learning opportunities.
- b. These make-up Calamity Days will begin after the District has closed school for five (5) days.
- c. Specific guidelines for lessons for each building will be developed collaboratively by the building principal and the staff.

C. School Calendar

- 1. The school calendar committee shall consist of one (1) Board member, one (1) Administrator, one (1) secondary teacher, one (1) elementary teacher, and one (1) classified staff member. Additional members may be added by mutual consent.
- 2. The calendar committee shall meet four (4) weeks prior to adoption of a calendar by the Board.
- 3. Members of the calendar committee shall be chosen by their respective organizations.

- 4. The Eastwood school calendar shall not exceed one hundred eighty-five (185) days or an equivalent number of hours.
- 5. Staff will be afforded the opportunity to provide input to the Board regarding the calendar prior to Board adoption of the calendar.
- 6. The calendar committee may consider the option of a flexible workday if mutually agreed upon. Documentation of an employee's attendance at work during a flexible workday will be by time sheet.

D. <u>New Teachers</u>

New teachers to the District shall receive a half-day orientation from administration and the Association and given the other half of the day to do room/lesson preparation on the day prior to the full day all staff in-service meeting at the beginning of the school year. The EEA President and the Superintendent or his/her designee will jointly establish the orientation agenda.

E. Resident Educator Program

All criteria for Resident Educator Program eligibility and responsibilities will adhere to R.C. 3319.223, O.A.C. 3301-24-04 (Teacher residency), and the guidelines and requirements of the Ohio Department of Education (ODE). Additionally, amendments to the statute and administrative code that are effective April 12, 2023 shall be incorporated into the terms and conditions of the program.

1. <u>Philosophy</u>

The Eastwood Local School District believes that it is the District's responsibility to provide a system of support for teachers new to the school district. The program that has been developed for this purpose is aligned with the Ohio Teacher Education and Licensure Standards as well as the state mandated Ohio Resident Educator Program.

2. Purpose of the Program

The purpose of the Resident Educator Program is to assist the Resident Educators, as defined by the Ohio Department of Education, to have a deeper understanding of teaching and learning as a reciprocal, collaborative, and ongoing journey. There is a transformation in the Resident Educators as they now embrace and accept the challenges and responsibilities of the teacher leadership within and beyond the Resident Educator Program.

3. Who Will Be Mentored?

All teachers who are defined as Resident Educators according to the Ohio Department of Education will be assigned a mentor by the first day of school. Any Resident Educator hired after the first day of school will be assigned a mentor within fifteen (15) days of being hired.

4. <u>Selection of Mentors</u>

A mentor must be a teacher who has a continuing contract with the District. A mentor must have had strong, positive evaluations of his/her own classroom performance. A mentor must have or be willing to attend any training sessions deemed necessary by the Ohio Department of Education to be a certified mentor. All mentors must have the approval of their building principal prior to becoming a mentor.

5. With How Many Teachers Will a Mentor Work?

It is our belief that one mentor will work with one Resident Educator. Only in the case of extreme need will mentors be considered for working with two Resident Educators. In these situations, mentors will be sought from other buildings if necessary before assigning any mentor two mentees.

6. The Mentoring Program

The Resident Educator Program for Eastwood Local Schools will consist of at least five meetings between August and the end of the school year. All meetings, except the first one, will be held after school and address topics as they relate to successful completion of the Resident Educator Program.

Mentors will receive a supplemental contract which reflects the level of support required by each year of the Resident Educator Program as outlined in CO-CURRICULAR GROUP VII.

7. Expectations of Classroom Observations

It will be expected that the mentor will observe the Resident Educator at least three times over the course of the year. The purpose of these observations is to provide modeling of various techniques/strategies and critique the Resident Educator. All notes and observations are confidential between the mentor and the Resident Educator to the extent permitted by law.

8. Reassigning of Mentors

If either the mentor or the Resident Educator become concerned that the mentoring relationship is not functioning satisfactorily, either person may ask the

building principal to intervene during the first six weeks of the school year. The building principal shall meet with the Resident Educator and the mentor to discuss such concerns and shall attempt to resolve such concerns. If those efforts are unsuccessful by the conclusion of the first nine weeks of the school year, the Resident Educator shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a prorated share of the applicable supplemental salary.

9. Teachers in the RESA education year will be granted up to two (2) professional days to be used for RESA preparation.

F. Review of Records

- 1. Members shall be informed of any written complaint which is directed toward them and which will become a matter of record.
- 2. Members shall have the opportunity to reply to critical material in a written statement to be attached to the filed copy. A time limit of fifteen (15) days will be established for said member to reply to critical material.
- 3. Anonymous letters or materials shall not be placed in a member's file, nor shall they be made a matter of record.
- 4. Each member shall have the right upon request to review the contents of his/her own file.
- 5. A member shall be entitled to a copy, at Board's expense, of any material in his file except for material originally supplied to the administration as confidential previous to his employment.

G. Substitute for Absent Teacher

- 1. When a teacher is absent from school because of reasons covered under the sick leave or personal or professional leave policies every effort will be made to obtain a substitute. In the event a substitute is not obtained, coverage will be handled by rotating available certified staff.
- 2. Staff who are asked by an administrator to substitute as set forth in Sub-section 1 above and who, as a result of such substitute work, are provided with less than the required two hundred (200) minutes of planning time during the week, will be paid Twenty-Five Dollars (\$25.00) per period for such substitute services. Licensed/Certificated staff are required to submit time sheets each pay period or forfeit rights to those funds.

H. <u>Job Responsibilities</u>

All building personnel shall be advised of their respective responsibilities and limitations. These shall be made known to all building personnel by the Faculty Handbook and will include job descriptions for all co-curricular and supplemental responsibilities. The teachers currently in those positions will help in writing those descriptions.

I. <u>Board Policy Book</u>

The Board of Education Policy Book will be made available on the Board's Web site.

J. Class Size

1. Elementary Class Size (K-5)

- a. The maximum number of students assigned to an elementary classroom teacher per day in grades K-5 shall not exceed twenty-five (25) students except as provided below.
- b. Art, music and physical education teachers for students in grades K-5 shall be compensated an additional forty dollars (\$40.00) for every student above an average of twenty-five (25) students per class per grade level per grading quarter, upon application for such payment submitted by the teacher with the Treasurer's office.
- c. When a class exceeds the maximum number of students prescribed in 1.a. above, the teacher will be compensated at the rate of Two Hundred Dollars (\$200.00) per student per quarter year.
- d. The maximum number of students is exceeded when an additional student has been in the classroom for ten (10) or more days in any given quarter.
- e. The additional compensation shall be paid in a lump sum with the last paycheck of the fiscal year.

2. Secondary Class Size (6-12)

- a. The maximum average class load for secondary teachers shall not exceed twenty-five and one-half (25.5) students except as provided below. Average class load is defined as the result when the teacher's total number of students is divided by six (6) and the quotient exceeding 25.5 is rounded to the nearest whole number.
- b. Band, chorus, study hall, librarian, guidance counselor, physical education and cafeteria supervisor will be exempt from being figured into maximum average class load.

- c. Average class load for part-time teachers shall be computed on a prorated basis.
- d. When the average class load of a teacher exceeds 25.5 students for a quarter, the teacher will be paid Seventy-Five Dollars (\$75.00) per additional student per quarter.
- e. The additional compensation shall be paid in a lump sum with the last paycheck of the fiscal year.

K. Textbooks

- 1. Textbooks shall be reviewed on a year rotating basis corresponding to the course of study updates.
- 2. If a change in textbooks is recommended, a committee of the Professional staff, including a majority of teachers in each subject area shall make the textbook recommendation.

L. Class Scheduling

All teachers will be notified of their next year tentative class schedule by June 15 of each year.

M. <u>Local Professional Development Committee</u>

Any amendments to the Local Professional Development Committee must be approved by the EEA Executive Committee before final ratification by the Board.

N. <u>Waiver of Planning Time</u>

Secondary staff (6-12) that forgo their planning time to teach another class will be compensated at the fraction of their base pay based upon the number of academic periods to the length of the day. The position will be posted.

O. Behavior Unbecoming

The Board shall provide an affected bargaining unit member with a copy of any report being filed by the Board with ODE and placed in the member's personnel file related to Behavior Unbecoming within five (5) working days of the filing of the report.

P. Flex Credit

1. When evaluating an application for Flex Credit, members of the team will attempt to meet during the contractual day to evaluate such applications. Should a meeting occur after school hours, teachers may be compensated for their time at

the tutor rate. If a student chooses an option which requires meeting times to be set outside of the contractual day, the teacher of record will be compensated at the tutor rate, with the number of hours for the year based on a contract developed by the teacher and parent which is approved by the Board of Education.

2. All costs associated with training or inservice will be paid by the Board.

Q. <u>College Credit Plus</u>

- 1. Eligibility.
 - a. All proposed College Credit Plus ("CC+") courses that will be taught by staff members shall be approved by the administration. No staff member shall teach a CC+ course that has not received such approval.
 - b. The administration shall make the final determination regarding whether a staff member is eligible to teach a CC+ course.
- 2. Coursework and Reimbursement.
 - a. When staff members must pursue an advanced degree or additional coursework to be eligible to teach a CC+ class, the staff member shall receive one hundred percent (100%) reimbursement for the cost of pursuing the advanced degree or additional coursework, or the district will pay one hundred percent (100%) of the cost directly.
 - b. Any staff member who receives a grade of "C" or lower will reimburse the District for one hundred percent (100%) of the cost (within 90 days of grades being posted), or will not be reimbursed for the cost of the class.
 - c. Reimbursement for a "C" or lower grade not be paid after 90 days will result in payroll deductions of \$100 per pay until the full amount has been collected.
 - d. Funds are separated from Tuition Credit monies in Article XV, Section G.
- 3. Number of Courses to be Taught.
 - a. Staff members who have accepted reimbursement for such coursework and who are eligible to teach CC+ classes may be required to teach at least one class per semester. Staff members will have the option to stop teaching CC+ courses five (5) years after completion of all coursework reimbursed by the District needed to be eligible to teach a CC+ course.
 - b. Any additional classes will be assigned to staff members based on the consent of the staff member and with approval of the administration. If

the administration does not approve the assignment of additional CC+ classes to a staff member, then no such classes will be assigned.

4. Compensation.

a. Staff members and administrators understand that, in the first year of instructing a CC+ course, the teacher will have additional time requirements with the university and in curriculum development. As such, staff members may submit timesheets for up to thirty (30) hours for payment for developing materials, curriculum, or plans to teach a CC+ class. The teacher will be paid for such time at the tutor rate. Documentation of the work completed must be submitted, with the timesheet, to the building principal for the teacher to receive payment.

b. Stipends for teaching a CC+ course.

- i. If a teacher meets adjunct qualifications and teaches the class in the district, then the teacher will be compensated two thousand dollars (\$2,000.00) per class.
- ii. If the teacher is working toward completing adjunct qualifications and must co-teach a class with university faculty to complete such qualifications, then the teacher will be compensated one thousand five hundred dollars (\$1,500.00) per class. The teacher only will receive this stipend if the class is taught in the district.
- iii. Teachers who instruct composition classes will not receive any additional compensation if the class has twenty (20) or fewer students. If a teacher instructs a class with greater than twenty (20) students, the teacher will receive a one-time payment of seventy-five dollars (\$75.00) for each student beyond twenty (20).

R. Online Blended/Hybrid and Stand-Alone Courses

Creation and management of online blended/hybrid and stand-alone courses will be as follows:

- 1. The purpose of online blended/hybrid and stand-alone courses is to provide educational opportunities for students and to maximize personnel resources. Online blended/hybrid and stand-alone courses will be used to supplement and enhance the curriculum.
- 2. If a staff member wishes to create an online blended/hybrid and/or stand-alone course, he/she will notify the Building Principal in writing and submit a proposal for such course. The Board may also solicit staff members to create or teach

- online blended/hybrid and/or stand-alone courses where mutual interest exists. Posting for such positions will occur pursuant to Article VII(B)(2).
- 3. Submitted courses will be reviewed by a committee of Administrators and teachers in the relevant content area. Staff members will have the opportunity to address issues raised by the committee. Final approval will rest with the Board.
- 4. The evaluation of teachers of online blended/hybrid and/or stand-alone courses shall be in accordance with the evaluation process contained in the local Collective Bargaining Agreement of the originating site District.
- 5. Staff members who are selected will be paid a One Thousand Five Hundred Dollars (\$1,500.00) stipend for development of a semester class and Three Thousand Dollars (\$3,000.00) stipend for a full-credit class. All courses created by staff that are used for online blended/hybrid and/or stand-alone education are the property of the Board of Education.
- 6. Staff members who monitor online blended/hybrid and/or stand-alone classes will be expected to grade all work and follow school guidelines for submission of grades. Staff members will be paid a stipend of One Hundred Dollars (\$100.00) per student per semester. This agreement will also be used to compensate staff for monitoring students on online blended/hybrid and/or stand-alone courses purchased by the Board through a commercial vendor, if the monitoring occurs outside the staff member's teaching schedule (e.g., if a staff member is assigned those duties during the school day in lieu of a teaching assignment, they would not receive the additional compensation).
- 7. Class sizes shall be limited to twenty-five (25) students for each online blended/hybrid and/or stand-alone class.
- 8. Staff may be assigned two (2) blended/hybrid courses with in the same class period, if those courses meet twice per week or less. Staff will be paid a stipend of One Thousand Five Hundred Dollars (\$1,500.00) per semester for teaching two (2) blended/hybrid courses during the same class period.
- 9. There shall be no reduction in force, in part or in whole, of currently employed bargaining unit members as a result of online blended/hybrid and/or stand-alone courses.
- 10. On-line office hours will be set by the teacher for times outside the teacher instructional day, and will be clearly stated on the course syllabus.

S. Periodic Safety and Regulatory Compliance Requirement Training Development

1. Staff members shall complete required state and/or federal mandated safety and regulatory compliance requirement trainings through an on-line training program

designated by the Superintendent. Such training shall be at no cost to the staff member.

- 2. Staff members will be provided with notification by e-mail by the Superintendent or designee of the training course(s) they are required to complete outside the normal teacher workday. Staff will be provided sufficient notice so as to permit completion of such on-line training in a timely manner.
- 3. Once a staff member has completed a training module, s/he may print out the transcript as evidence of completion.
- 4. Staff members will be compensated at the tutor rate under Article XV(E)(3) for time spent on each on-line training module lasting fifteen (15) minutes or longer.
- 5. Staff members may take other training modules outside of the required training designated by the Superintendent, and receive compensation time hours as set forth under Article XV(E)(1). Such additional training must be approved in advance, in writing by the building principal.

T. <u>Summer Professional Development</u>

- 1. Summer professional development shall include, but not be limited to, e-learning summer instruction and curriculum development work.
- 2. Association members shall be paid \$150 for attending a full day session, and \$75 for attending a half-day session.

<u>ARTICLE XII – SENIORITY</u>

A. <u>Seniority Defined</u>

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- 1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- 2. Seniority shall accrue for all time an employee is on active pay status.
- 3. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Agreement.
- 4. No employee shall accrue more than one (1) year of seniority in any work year.
- 5. Seniority will not be broken but will accrue during:

- a. Time lost because of an occupation-related accident or disease compensable under existing law (i.e., receiving workers' compensation benefits);
- b. Leaves of absences, whether paid or unpaid set forth in this Agreement, approved by the employer, or authorized under statutory entitlement;
- c. The use of sick leave; and
- d. The periods of layoff.

B. Equal Seniority

Among those with the same length of continuous service, seniority shall be determined by:

- 1. A tie in seniority shall occur when two (2) or more employees have the same seniority credit as determined by the seniority list.
- 2. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - a. The date on which the teacher was approved for a continuing contract (if applicable).
 - b. The date of which the teacher was approved for their first limited contract (i.e., date of hire).
 - 1. If more than one individual has been hired by Board action on the same date; seniority order for those individuals will be determined by lottery for all employees tied with other employees. The lottery will be held with the affected employees present, the Superintendent, and the Association President. Either side may elect to have one other person of their choosing present if they feel the need.
 - 2. Henceforth, new employees hired by Board action on the same date will be given their seniority ranking by the same lottery process as stated in B(2)(b)(1).

C. <u>Super-Seniority</u>

1. For layoff purposes only, and when evaluations are comparable, employees employed under continuous contract shall have the greater seniority than employees employed under limited contract.

2. The Board of Education shall act upon renewal of contracts of teachers eligible for continuing contract status before effecting non-renewals for the purpose of making reductions.

D. <u>Loss of Seniority</u>

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Eastwood Schools.

E. Posting of Seniority List

All teachers will receive a seniority list in each teaching area for which they are licensed/certificated which will be distributed by October 15 of the school year.

F. Application of Seniority

The above procedure will also apply to seniority issues related to Article VII – <u>Teacher Assignments</u>; Article XIII – <u>Reduction in Force</u>; and any other applicable agreement of the negotiated contract.

ARTICLE XIII – REDUCTION IN FORCE

A. Basis for Reduction in Force

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, a board of education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations as defined below. Teachers, whose continuing contracts are suspended, shall have the right to restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.

B. <u>Procedure</u>

When the Board determines that staff reductions shall occur, due to decreased student enrollment or shortage of revenue, the following procedure shall apply:

- 1. All teachers in the Eastwood School system shall be placed on a seniority list in their areas of certification. Teachers shall be placed on all lists for which they are certified. A teacher shall not lose seniority when he or she changes assignment to a different position, department, grade level or building.
- 2. The Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
- 3. Should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first as follows:
 - a. Comparable evaluations as defined in this Agreement.
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- 4. Should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, then continuing contract teachers shall be reduced as follows:
 - a. Comparable evaluations as defined in this Agreement.
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- 5. Comparable evaluations shall be defined as follows:
 - a. All teachers rated "Accomplished" or "Skilled" will be deemed comparable to one another;
 - b. All teachers rated "Developing" will be deemed comparable to one another; and,
 - c. All teachers rated "Ineffective" will be deemed comparable to one another.
- 6. Before implementing a reduction in force by the suspension of teacher contracts, the Board shall give written notice to the EEA, through its President, of its intent to affect a reduction in force.
- 7. A teacher whose contract has been suspended shall have the right to resign to accept employment with another school district at any time during the suspension.

C. Recall

Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Teachers will be recalled in the inverse order of their layoff as positions become available for which a teacher is or has become certified. The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said teacher at their last known address. It shall be the responsibility of each teacher to notify the Board of any changes in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the teacher. If a teacher fails to accept the offer of re-employment in writing within fifteen (15) calendar days, said teacher shall be considered to have rejected said offer and shall be removed from the Reduction in Force list.

D. <u>Rights on Layoff</u>

- 1. While laid off, the teacher's seniority shall remain unbroken, shall maintain all accumulation of sick leave days and shall retain his/her salary schedule placement.
- 2. While laid off, the teacher will have the opportunity to place themselves on the approved substitute teachers' list and these teachers will be given priority whenever possible.
- 3. Teachers will remain on the Reduction in Force list for a period of three (3) school years following contract suspension. If a teacher on the Reduction in Force list accepts employment for a full school year with another school district the teacher shall, in writing, notify the Superintendent immediately and will be removed from the list if said teacher does not plan to return to Eastwood.
- E. Both the seniority list and the Reduction in Force lists described above shall be made available to the EEA President.
- F. Nothing contained herein shall abridge the Board's right to non-renew a teacher for performance reasons or the right of the Board to suspend contracts pursuant to Section 3319.17 of the Ohio Revised Code.

ARTICLE XIV – LEAVES OF ABSENCE

A. <u>Electronic Absence Reporting Program</u>

1. All personal, professional, sick and unpaid leave requests shall be submitted for approval through the District's on-line electronic absence reporting program.

2. All other leave requests shall be submitted according to the subsequent provisions.

B. Sick Leave

- 1. Accumulated sick leave shall be earned at the rate of one and one-fourth (1 1/4) days per month to a total of two hundred eighty-eight (288) days. For the purpose of calculating severance, a cap of two hundred eighty-eight (288) days will be used. Sick leave days will be shown on all paychecks.
- 2. Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but the maximum limitations stipulated for the following causes: illness, injury, pregnancy, exposure to contagious disease, illness or other emergency to the employee's spouse, child, brother, sister, parents, grandparents, grandchild, and in-laws.
 - a. Death of immediate relative: father, mother, stepparent, brother, sister, spouse, direct descendent, relative who has lived continuously with the employee, father/mother-in-law, or anyone who holds the position of legal guardian five (5) days.
 - b. Death of an aunt, uncle, grandparent, and all in-laws three (3) days.
 - c. Death of a nephew, niece, cousin two (2) days shall be allowed.
 - d. Additional leave may be granted by the Superintendent depending upon travel and circumstances.
 - e. Documentation may be requested.
- 3. Any legally required reasonable accommodation which does not constitute an undue hardship for the Board will be considered when the Board makes a determination as to whether an employee is able or unable to perform his/her regular job duties.

C. Unpaid Leave

1. Long Term Unpaid Leave

- a. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's family upon the teacher's request.
- b. The employee must inform the Employer, in writing to the Superintendent, by March 31 regarding his/her intention to return or not to the employment of the Eastwood Local School District.

c. If no such written notice is provided by the employee to the employer by March 31, the employee will be declared as resigned from such employment.

2. <u>Short Term/Emergency Unpaid Leave</u>

- a. A staff member may be granted up to five (5) days leave without pay for each emergency or a special circumstance that may arise during the contract year. The notification should be submitted at least one week prior to the leave taking place. (See Appendix C.) Notification must take place prior to any financial commitments being made by the employee. In the case of a sudden or extreme emergency, each case will be determined individually by the Superintendent, however notification should take place as soon as possible.
- b. Any unused Personal Leave Request days must be used in conjunction with the Short Term/Emergency Unpaid Leave if the circumstances will allow the proper use of Personal Leave as specified in the negotiated agreement.
- c. Use of Short Term/Emergency Unpaid Leave negates all perfect attendance reimbursement for that semester.
- d. All Short Term/Emergency Unpaid Leave requests must be made through the employee's immediate supervisor with the final decision made by the Superintendent. Documentation to substantiate the absence may be requested.

D. Professional Leave

- 1. Teachers may be granted leave for attendance at professional meetings on approval of the administration. The meeting should relate to the job responsibilities of the teacher. Information gained from the meeting will be shared with the appropriate administrator as he/she requests.
- 2. Written request shall be submitted to the building principal for approval and forwarded to the Superintendent. The Superintendent, at his discretion, shall have authority to grant such requests without loss of pay.
- 3. All absences of such nature must be classified before the teacher leaves to attend such meetings.
- 4. If authorized, transportation, lodging, and registration expenses may be paid by the Board of Education.

5. Upon return from a professional leave, a report will be given to the building staff/principal outlining the worth of the meeting for distribution to all appropriate staff. Notable resources or contact persons for further information will be included in the report.

E. <u>Personal Leave</u>

- 1. Up to three (3) unrestricted days will be granted an employee at the beginning of each year for personal business that cannot be completed outside of school hours upon approval of the Local Superintendent, except as outlined in paragraphs 2 and 3. (See Appendix D for Request for Personal Leave Form.) Personal days may not be used in conjunction with any holidays/vacation days, with the exception of the Friday before Martin Luther King Day, provided that the Friday before Martin Luther King Day is a Work Day/In-Service day, and the Friday before President's Day. No personal leave days will be approved in May or June except under certain conditions and only upon approval by the Superintendent. Examples include, but are not limited to: auto accidents, furnace breakdown, frozen water pipes, weddings of family members, graduations, flight delays and cancellations, and the scheduling of personal and/or emergency events which are not under the control of the employee. An employee may only use two (2) personal leave days per semester.
- 2. Personal leave is intended for use for those activities of a personal nature which require the individual to be absent during normal school hours or when otherwise normally employed. Except as set forth in Subsection 1, personal leave shall not be used on the day before or the day after a holiday or vacation day nor on the first or last day of school except in extreme emergencies as determined by the Superintendent.
- 3. Not more than ten percent (10%) of the total teaching staff within a building may take a leave on the same day, except that the Local Superintendent has the authority to exceed the ten percent (10%) limitation under special circumstances. Except in cases of an emergency, application for personal leave shall be submitted to the Local Superintendent no less than three (3) days prior to the use of such leave. If a teacher fails to complete his or her contract and the Board of Education refuses to accept the resignation of said teacher, any personal leave granted shall be deducted from such teacher's final pay. Such deductions shall not be made if the contract is terminated.
- 4. Up to one (1) additional restricted day may be granted for legal obligations. The Local Superintendent will approve this request for the restricted time.

F. Sabbatical Leave

- 1. A sabbatical leave without pay may be granted to professional personnel, for the purpose of professional growth which will eventuate in improved educational services to the children of the Eastwood Schools.
- 2. Upon request, after fifteen (15) years of educational service, teachers shall be granted one (1) year of sabbatical leave for personal reasons.
- 3. A person requesting Sabbatical Leave shall request such leave in writing to the Superintendent no later than March 31.
- 4. The written request for an educational a Sabbatical Leave shall include specific purpose(s) of the leave, intended goals and objectives, specific outcomes which will benefit Eastwood students, and a method of evaluation for such leave.
- 5. Approval or disapproval of a Sabbatical Leave request will be returned to the requesting person no later than April 30. If Sabbatical Leave request is disapproved, the Superintendent shall provide written reasons for disapproval.
- 6. No later than March 31, the person on a Sabbatical Leave shall notify the Superintendent in writing of his/her intention of returning. If no such written notice is provided, the person will be declared as resigned from such employment.
- 7. The returning person from an educational Sabbatical Leave shall provide the Superintendent a written report evaluating the leave and outcomes which benefit Eastwood students as outlined in the request for such leave no later than September 30.
- 8. The returning person shall be given an increment on the salary schedule for the time he/she was on Sabbatical Leave determined by the Superintendent to be of appropriate benefit to Eastwood Students as set forth in original request.
- 9. Upon the person's return from a Sabbatical Leave he/she will be reinstated as a licensed/certificated person as appropriate to hold certification and assume all appropriate rights and responsibilities afforded other licensed/certificated personnel.

G. Maternity/Paternity/Adoption Leave

Teachers who desire maternity/paternity/adoption leave shall have one of the following options:

1. Resignation – a teacher should submit her/his resignation at the earliest possible date, effective at the mutual convenience of the teacher and Board.

- 2. Teachers may take a maternity/paternity/adoption leave without pay for up to one (1) year. A teacher must return only at the beginning of a school year unless Board approval is received for a semester return. Adjustments will be made to the twelve month limitations to adhere to the beginning of the school year requirements.
- 3. The Board shall grant to female teachers or new fathers a maximum maternity/paternity/adoption leave of thirty (30) days or additional days as entitled under the Federal Family and Medical Leave Act. Nothing contained in this Section shall affect the right of a pregnant teacher to use her sick leave pursuant to Article XIV, Section B, during any period of time during which she is disabled from performing teaching duties whether as a result of the pregnancy or from other illness or injury. Such teacher shall furnish a doctor's recommendation concerning disability caused by the pregnancy.

H. Family Medical Leave

The Board will comply with the provisions of the Family and Medical Leave Act (FMLA) pursuant to guidance provided by the U.S. Department of Labor. The FMLA year shall be designated as August 1 to July 31.

I. Assault Leave

- 1. Any member of the bargaining unit employed by the Board assaulted by a student currently enrolled in the District or assaulted by any person except any employee of the Board while in the course of such teacher's employment, and such teacher is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided. For the first seven (7) days that the eligible employee, as hereinafter defined, is forced to miss because of his/her work related injury in which Workers' Compensation does not cover, the Board will continue the employee's salary without charge to his/her sick leave chargeable as assault leave. To be eligible for assault leave, the licensed/certificated employee shall apply for and be granted Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs.
- 2. Except as otherwise approved by the Superintendent, any teacher receiving assault leave shall file a complaint with the appropriate law enforcement agency against the assailant.

3. The Board shall pay, not to exceed Two Hundred Fifty Dollars (\$250.00), for damages sustained to the personal property of a member of the bargaining unit directly arising out of an assault as defined herein provided such employee has applied for and been refused reimbursement under any existing insurance coverage and has been unsuccessful in the recovery of such damages in any legal proceeding in which he/she has a claim.

J. Personal Leave Conversion

Each unused personal leave day will be converted at the option of the bargaining unit member to either a sick leave day or cashed in for One Hundred Dollars (\$150.00), to be paid prior to June 30. Bargaining unit members must inform the Treasurer's office in writing by June 1 of which option they choose for unused personal leave days, otherwise any such unused personal leave days will be converted to sick leave.

K. Professional Trainer Leave

Certified staff trainers may be granted up to six (6) days of Professional Training Leave within the school year to conduct trainings within or outside the school district.

Certified staff trainers will receive his/her regular pay as well as retain any paid stipend.

Certified staff trainers must perform an equal number of professional development hours, including prep time, for the District or return a percentage of his/her per diem for hours not provided to the District. There will be a 2:1 ratio for presentation time to prep time.

If the District's professional development hours exceed the certified staff trainer's professional training leave hours, the certified staff trainer may bank the exceeded hours for the following school year.

L. Sick Leave Pool

A Sick Leave Pool (SLP) shall be established to provide sick leave benefits to any approved bargaining unit member who has exhausted all but ten (10) days of accumulated sick leave due to a catastrophic injury or illness to the member, or to an immediate family member which requires the member's presence due to such catastrophic illness or injury.

1. The SLP shall be administered by a committee of two (2) members appointed by the Association President and two (2) representatives appointed by the Superintendent. All decisions shall be made by secret ballot and by unanimous vote by all committee members. The committee may choose to grant all or part of the number of days requested. Decisions of the committee are final and cannot be grieved or challenged by any other means.

- 2. The member shall present the request in writing for use of the SLP to the Association President with the specific number of days requested and a written certification from a doctor. A doctor's statement is required with the application in order for the request to be considered. The member's written request must include the following statement: "I specifically acknowledge and agree that the granting of days from the Sick Leave Program shall be at the sole discretion of the SLP Committee. All decisions of the committee will be final and binding and are not subject to grievance. I further agree to abide by such a decision and to hold harmless the committee, the Eastwood Education Association, and Eastwood Local Schools."
- 3. Once a member has been approved to receive days from the SLP, the Association will solicit donations for days from bargaining unit members. No member may donate more than five (5) days in a school year and that member's sick leave balance, after the contribution, cannot be fewer than twenty-five (25) days. The donating member must submit a letter stating the name of the designee and the specific number of days to be deducted, in units of one (1) day, to the Association President. The Association President will compile a list of contributing members and the number of days to deduct from each. If the total number of days requested is not reached, the Association will inform the member requesting the SLP allotment that the SLP will only grant the numbers of days that have been donated. The Association President will then present this list to the Board's Treasurer for appropriate deductions. The donation of days will not affect any perfect attendance eligibility, and all donating members' names will be kept anonymous to the extent permitted under law.
- 4. In the event that extra days beyond the number of days requested are offered by donors, the Association will divide the days to be donated as equally as possible among the donors, and the unneeded days will not be included in the list of days to be deducted.
- 5. In the event that a member who has received sick leave donations does not use his/her total allotment of days, the days donated to the member will be credited back to the donor(s) proportionally to the nearest quarter day.
- 6. The member who is using donated sick leave must use the leave in increments of at least one (1) day and will not earn additional sick time while receiving the donated days. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or secondary position held by a member with a full-time contract.
- 7. A bargaining unit member's use of the SLP is limited to a maximum of forty (40) days per catastrophic illness or injury, or to the end of the school year, whichever is less days.

8. The SLP is not intended to be used in lieu of seeking disability benefits, and the committee, in acting upon a request, may take into account whether the member has or will apply for such disability benefits. In no case shall this plan prevent or prolong a unit member from applying for and going on disability retirement.

M. <u>Jury Duty/Court Appearances</u>

The Board recognizes the civil responsibility of employees and, therefore, shall honor their call to serve on juries.

Employees shall receive their normal pay from the Board for the day(s) of jury service but shall turn over their jury duty checks to the Treasurer. If an employee fails to turn over his/her jury duty check within thirty (30) calendar days of receipt thereof, the Treasurer may deduct the amount of payment from any subsequent paycheck.

<u>ARTICLE XV – COMPENSATION</u>

A. Base Salary

- 1. The base salary for BA-0 will be as follows:
 - a. For the 2022-2023 school year, an increase of 3% to \$40,172
 - b. For the 2023-2024 school year, an increase of 2.75% to \$41,277
 - c. For the 2024-2025 school year, an increase of 2.5% to \$42,309

For the 2022-2023 school year only, a stipend of Five Hundred Dollars (\$500.00) shall be paid to those bargaining unit members who do not receive a step increase on the salary schedule.

The salary schedule is located in Appendix E.

2. Reclassification because of additional professional training (educational column advancement) will be made effective with the second pay of September and effective at the second pay of January when supporting evidence is submitted to the superintendent's office two (2) weeks before the pay date. If supporting evidence is submitted to the superintendent's office two (2) weeks before the first pay of the school year, the additional compensation will begin with the first full pay of the school year. Supporting evidence of this additional training will be an official college transcript or grade record.

B. Payroll Procedure

1. Employees will be paid in twenty-four (24) paychecks, on the 10th and 25th of each month. Full-time tutors shall be paid on the same basis.

2. <u>Direct Deposit of Pay</u>

Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit.

- 3. Any balances owed a teacher due to a termination of a teaching contract by either party, shall be computed and paid to said teacher at the next pay period following said termination when possible.
- 4. All notifications of financial activity under this Article shall be via e-mail.

C. Payroll Deductions

- 1. Board of Education shall provide payroll deduction options to all members of the teaching staff to participate in the following:
 - a. Insurance
 - b. Employee's Credit Union
 - c. United Way Campaign
 - d. Annuities (At least five (5) employees must be enrolled with a company at all times.)
 - e. Professional dues (See Article V, Section A)
 - f. STRS Effective July 1, 1984 STRS deduction from the employee's gross pay will be made available to all certified staff. (Refers to STRS "Annuity Type" deduction see Board of Education resolution in June 18, 1984 minute record.) Effective July 1, 1980, annuity deductions will be made only for companies having five (5) or more employees enrolled in their program. All current annuities approved by the Treasurer previous to this date will continue to be honored.

D. <u>Mileage Reimbursement</u>

Any traveling that is a requirement of the licensed/certificated staff member's position or is approved as a part of professional leave will be compensated at the IRS then current reimbursement per mile for tax purposes.

E. Hourly Rate and Extra Work

1. Teachers who voluntarily perform up to seven (7) hours of professional development beyond the regular teacher workday shall receive one (1) day of compensation time. Such compensation time may be taken pursuant to the same parameters for taking personal leave under Article XIV(E), to be scheduled with the teacher's building principal. Hours earned may be carried over to the following school year but must be used by December 31st. If the teacher chooses not to use the earned compensation time, they will be paid the substitute rate for each day not used to a maximum of two (2) per year.

- 2. Teachers for grades PreK-2 will be paid Thirty Dollars (\$30.00) to prepare for and attend MFE/ETR meetings, up to an annual maximum per school year of Three Hundred and Sixty Dollars (\$360). The obligation to attend such meetings will remain regardless of whether a teacher has reached the annual maximum. The hourly rate below shall not apply to this work.
- 3. Teachers for grades PreK-12 who are required to attend IEP, ETR, RTI or MFE meetings outside of the contracted teacher workday will be compensated at the hourly rate set forth in Subsection 4 below, unless the teacher is already being compensated under Subsection 2 above.

4. Hourly Rate

The established rate for licensed/certificated staff employed on an hourly basis for after-workday tutoring and Saturday school shall be \$27.00 per hour.

The hourly rate for summer school shall be Thirty Dollars (\$30.00) per hour.

F. Part-Time Licensed/Certificated Personnel

- 1. In situations where part-time licensed/certificated personnel are required to work a full day, said employees will be paid for a full day calculated on the basis of their part-time pay proportionate to the numbers of hours worked.
- 2. Part-time certified personnel shall be eligible for two (2) year contracts after completion of a fourth (4th) one year contract.

G. Tuition Credit

- 1. A licensed/certificated staff member shall receive up to Two Hundred Fifty Dollars (\$250.00) per quarter hour and Three Hundred Fifty Dollars (\$350.00) per semester hour for a total of up to One Thousand Four Hundred Dollars (\$1,400.00) per contract year (September to August) for tuition expenses incurred in the pursuit of additional training. The following stipulations apply:
 - a. The tuition reimbursement account will have a total of Forty Thousand Dollars (\$40,000) per year available to staff for such purpose.
 - b. Coursework must have prior approval of the Superintendent.
 - c. Academic credit must come from an accredited university and apply to a degree or to the Professional Development Plan, if applicable.
 - d. Coursework taken in a content area must be taught in the college or department of the certification/licensure held by the staff member.

- e. Undergraduate or graduate hours apply if they are in pursuit of new or additional licensure.
- 2. Reimbursement shall be made to the licensed/certificated staff member by the first pay after September 14 providing that receipts and proof of completed training which may include either records of grades or transcripts has been presented to the Treasurer. No deductions will be made from the reimbursement check. In the event that requests for reimbursement exceed the amount in the account, each person will receive a proportionate share based on the hours submitted.
- 3. A reconciliation of the Tuition account shall be made available to the President of the EEA by October 1 of each contract year.

H. Curriculum Based Trips

When an overnight trip not associated with an athletic or other extracurricular activity is held, extra compensation will be given to certified staff members who participate in the program in the amount of One Hundred Twenty-Five Dollars (\$125.00) per night for each night spent with the program, not to exceed a total of Five Hundred Dollars (\$500.00) per certified staff member. This compensation will be paid by the Board in one (1) sum to be included in a paycheck within thirty (30) days after the completion date of the program in which the certified staff member participated.

I. Service Credit

When a teacher transfers into the District, they may be granted up to twenty-five (25) years experience credit. This will include up to five (5) years of military service when appropriate. One hundred twenty (120) full days under contract constitutes a year's teaching experience.

J. <u>Background Checks</u>

The District shall pay one hundred percent (100%) reimbursement for the employee to have the required Federal Bureau of Investigation fingerprint checks and the required Ohio BCI fingerprint checks performed.

K. District Performance Stipend

If the Eastwood Local School District performs in the top ten percent (10%) of all Ohio public school districts as measured by the District's State Performance Index, teachers will receive a stipend of One Hundred Fifty Dollars (\$150.00) in the first pay period in the month following publication of the performance index list.

L. The Board will provide each member of the bargaining unit one (1) pass granting that bargaining unit member free admission to all school-sponsored home athletic events.

ARTICLE XVI – CO-CURRICULAR

- A. Coaches/Advisors moving from one (1) level to another in the same sport/activity shall retain any years of experience that they have accumulated in that sport/activity for placement on the co-curricular schedule.
- B. Any readjustment of the co-curricular groupings shall be jointly worked out by administration and two (2) EEA representatives so that no one will receive any less than he/she would on current index system.

C. Payment

- 1. Certified Staff on the co-curricular and athletics pay schedule will be paid either in lump sum payment at the completion of the service or in twenty-four (24)-pay period payments.
- 2. License/certificate of required sports medicine and/or CPR must be on file with the Athletic Director prior to the first pay period of the particular coach.
- 3. Certified staff members hired from other schools shall retain their years of coaching experience for placement on the supplemental schedule. (See Appendix F.)

<u>ARTICLE XVII – ELEMENTARY PROGRAM STIPEND</u>

Any licensed/certificated teachers shall receive a Seventy-Five Dollar (\$75.00) stipend in their paychecks with spring supplemental contracts for the following activities, up to a maximum allocation of One Thousand Five Hundred Dollars (\$1,500.00) per school year. Each teacher shall receive a maximum reimbursement per school year of One Hundred Twenty-Five Dollars (\$125.00) and shall be limited to one (1) teacher per grade level per building.

Spelling Bee Math Olympiad
Geography Bee Science Olympiad
Language Arts Olympiad Social Studies Olympiad
Civic Oration

<u>ARTICLE XVIII – RETIREMENT/SEVERANCE PAY</u>

A. Upon resignation for service retirement purposes through the State Teachers Retirement System ("STRS") or death of a member of the bargaining unit, the Board shall pay to

such employee a sum equal to the employee's daily rate of pay at the time of separation of service, excluding supplemental salary, times one-fourth (1/4) of the employee's accumulated but unused sick leave to a maximum of seventy-two (72) days.

- B. Any employee shall be required to serve no less than ten (10) years in Eastwood Local School District to be eligible for such payment, except in the event of death where severance pay will be paid without regard to the ten (10) year service requirement.
- C. This shall cancel out any accrued sick leave accumulation that the employee shall have at the time of such retirement.
- D. Payment shall be made within ninety (90) days of the date the employee provides proof of eligibility for benefits under STRS through a copy of the employee's first STRS service retirement check in three (3) or fewer separate checks at the option of the employee.
- E. Employees who notify the Board on or before March 15 that they will be retiring at the end of the current school year shall receive an additional Three Hundred Dollars (\$300.00) severance payment.

<u>ARTICLE XIX – INSURANCE</u>

A. Medical Insurance

- 1. All employees shall only be entitled to coverage under one of the following Benchmark Plans:
 - a. PPO Benchmark Plan
 - b. CDHP Benchmark Plan
 - c. MVP Benchmark Plan

2. Monthly Premiums

- a. For the 2022-2023 school year, the Board will pay eighty-eight percent (88%) of the medical insurance premiums for family and single coverage under the PPO Benchmark Plan. For the 2023-2024 school year, the Board will pay eighty-seven percent (87%) of the medical insurance premiums for family and single coverage under the PPO Benchmark Plan. For the 2024-2025 school year, the Board will pay eighty-six percent (86%) of the medical insurance premiums for family and single coverage under the PPO Benchmark Plan.
- b. The Board will pay ninety-five percent (95%) of the medical insurance premiums for family and single coverage under the CDHP Benchmark Plan. The Board will pay one hundred percent (100%) of the medical

insurance premiums for family and single coverage under the MVP – Benchmark Plan.

- c. Employees who select the Benchmark CDHP or the Benchmark MVP will receive \$3,000 for selecting a family plan and \$1,500 for selecting a single plan in compensation for the first and second year that they are insured under these plans. They will receive \$2,750 for a family plan and \$1,250 for a single plan in year three and \$2,500 for a family plan and \$1,000 for a single plan thereafter. Such additional compensation will be paid in even amounts over the number of pays in a full contract year in a tax free Health Savings Account.
- d. During the annual open enrollment period, members will have the option to review and change enrollment between Benchmark plans. Subsequent to September 1, 2022, a member enrolled in either the CDHP or MVP Benchmark Plan may not change enrollment to the PPO Benchmark Plan. No compensation received by the member under any of the Benchmark plans will be reimbursed by the employee to the Board if the member changes plans.
- 3. The Board will establish a fund for the purpose of reimbursing staff members as a fringe benefit for only actual, out-of-pocket costs that are incurred to pay for such staff members' expenses related to healthcare. The guidelines will be similar to the qualified medical expenses listed under the District's Section 125 Unreimbursed Medical Plan. This reimbursement applies to claims incurred from January 1 to December 31 of each calendar year.
 - a. For staff members under any of the three Benchmark Plans, the maximum annual reimbursement limit will be \$250 for single coverage plans, and \$500 for family coverage plans. Staff members who commence employment with the District after January 1 of any year will be entitled to a pro-rated reimbursement amount.
 - b. Staff members will submit receipts for qualified out-of-pocket medical expenses to the Treasurer's Office that have not been paid or reimbursed from any other source. Staff members will be required to sign a statement attesting that they have received no other such payment or reimbursement for out-of-pocket costs as a condition of receiving reimbursement under this provision.
 - c. Staff members will be reimbursed for those expenses within 30 days.
- 4. When both the husband and wife are employed by the Board and both qualify for insurance, one may receive fully paid PPO health insurance benefits and the other may receive paid dental coverage.

5. Payment for Waiver of Medical Insurance Coverage

a. Any employee may waive their right to medical insurance. Teachers waiving this right must notify the Treasurer by September 1. Teachers waiving this right will receive a lump sum separate payment check on the first pay period following the completion of the benefit year in accordance with the following schedule:

•	Full-time teachers waiving individual coverage	\$250.00
•	Full-time teachers waiving family coverage	\$500.00
•	Half-time teachers waiving individual or family	\$250.00
	coverage	

b. If the number of members of the bargaining unit who waive the right to medical insurance coverage reaches fifteen (15) members as of September 1, the payment schedule shall be increased as follows:

•	Full-time teachers waiving individual coverage	\$1,500.00
•	Full-time teachers waiving family coverage	\$2,500.00
•	Half-time teachers waiving individual or family	\$1,000.00
	coverage	

If during the enrollment year (September 1 through August 31), the number of members waiving coverage falls below fifteen (15) members, the payment shall be prorated based upon the number of months the number of members waiving coverage was above and below fifteen (15) members.

Example:

If the number of teachers waiving coverage was fifteen (15) as of September 1 and these members continued to waive coverage for six (6) months September 1 through February 28 and then the number of persons waiving coverage fell to thirteen (13) for the six month period March 1 through August 31, the waiver payment for a member waiving family coverage would be as follows:

6/12	X	\$2,500.00	=	\$1,250.00
6/12	X	\$500.00	=	250.00
		Total Payme	ent	\$1,500.00

c. The waiver shall remain in effect unless the Treasurer receives written notification. A participant in the waiver program may change only at the beginning of the school year and must notify the Treasurer by September 1st.

- d. If an employee chooses to voluntarily re-enroll in the Board Plan, they must notify the Treasurer in writing by August 1st. Reinstatement of coverage will start on September 1st.
- e. In the event of a change in the need for coverage due to a major life event causing the loss of the teacher's alternate source of insurance(s) during the waiver year (death, change in marriage status, spouse loss of job, etc.) the teacher may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided he/she has filed the proper application card with the Treasurer. Such re-entry into the health care insurance waiver program will preclude the bargaining unit member from receiving the health care insurance waiver payment in lieu of coverage as indicated during the waiver year. Individuals on leave of absence during the fiscal year shall not qualify for the waiver program.

B. Dental Coverage

- 1. For the 2022-2023 school year, the Board will pay eighty-eight percent (88%) of the coverage for family and single dental insurance. For the 2023-2024 school year, the Board will pay eighty-seven percent (87%) of the coverage for family and single dental insurance. For the 2024-2025 school year, the Board will pay eighty-six percent (86%) of the coverage for family and single dental insurance.
- 2. Coverage remains the same as the plan in effect at the time this Agreement was ratified by the parties.

C. Life Insurance

- 1. Forty Thousand Dollar (\$40,000) paid-up life insurance coverage.
- 2. The employee will pick-up paid-up life insurance premiums upon retirement.
- D. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and record keeper of the plan. The insurance provider shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments. This shall take effect January 1, 1992.
- E. The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

ARTICLE XX – COMMUNICATION COMMITTEE

- A. The Communication Committee is composed of the EEA President and representatives not to exceed seven (7), and the Superintendent of Schools (and such other necessary administrative personnel/Board, not to exceed four (4)). The purpose of this group is to maintain open lines of communication among staff, Board and the Superintendent of Schools. Meetings shall be held once per semester. Additional meetings may be held to undertake projects committed to the Communication Committee. The EEA President and Superintendent shall serve as co-chairpersons and shall be responsible for setting exact meeting dates, publishing agendas and conducting meetings.
- B. The Communication Committee is not established as a second negotiations process. Accordingly, except to the extent expressly provided by the collective bargaining agreement, negotiation items are not to be presented at Communication Committee meetings.

ARTICLE XXI – PRINCIPAL'S ADVISORY COUNCIL

- A. Within each school building there shall be a Principal's Advisory Council consisting of the building's EEA representative and one (1) additional staff member per twenty (20) staff members and the building principal. Principals may meet with their building councils at the same time if deemed appropriate. The Superintendent may attend any or all of such meetings.
- B. All representatives to the Council shall be elected by the end of September. The Council shall meet once a month and additional meetings may be called by the Principal or the building EEA representative.
- C. The purpose of the Council will be to provide a vehicle for communication between teachers and administrators. Principals and teachers both shall have the opportunity to present innovative ideas or suggestions.
- D. Conclusions arrived at by the Council are to be reported to the faculty either in writing, or orally at a general school faculty meeting.

<u>ARTICLE XXII – EMPLOYMENT OF RETIRED TEACHERS</u>

A. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement

- status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. A Retiree shall be placed at a salary step 5 at their educational level and may advance on the schedule on the same basis as other teachers. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.
- C. A Retiree shall receive a one-year or two-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal is required. Continuation of the employment of a Retiree through offering a new one-year or two-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article VIII and Article IX of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111. A retiree is eligible for a supplemental contract only at the discretion of the Board, O.R.C. 3313.53 is superseded.
- D. A Retiree shall accumulate and may use sick leave in accordance with Article XIV of the Negotiated Agreement, but shall not be entitled to severance pay under Article XVIII of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- E. A Retiree shall be entitled to medical coverage at the same rate as dictated in Article XIX.
- F. A Retiree shall not accumulate seniority in the bargaining unit, and has not right of recall in the event of a reduction in force under Article XIII of the Negotiated Agreement. A reduction in force of a Retiree shall result in the automatic termination of the Retiree's contract. This section supersedes Chapter 3319 of the Ohio Revised Code.
- G. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract nonrenewal, evaluation requirements related to teacher contract nonrenewal, reduction in force, seniority and severance pay.
- H. Except as modified by this Article, all other terms and conditions of the Negotiated Agreement remain in full force and effect. This Article represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall only be amended by a signed writing.

ARTICLE XXIII – DURATION AND INTENT OF AGREEMENT

A. Agreement

- 1. This Agreement shall be entitled "Negotiated Agreement between the Eastwood Board of Education and the Eastwood Education Association, and shall be effective for a period of three (3) years.
- 2. Upon ratification of this Negotiated Agreement by both the Board and the Association, the agreement will be signed by the President of the Board, Board Members and Superintendent and the President of the Association and Negotiations Team and will remain in effect from July 1, 2022 until June 30, 2025. In the event this document expires, all negotiations will be conducted by the rules stated herein until such time a document is agreed upon.
- 3. Both parties agree to be bound by the provisions of this Negotiated Agreement during the period stated above.
- 4. This Agreement shall be the base from which future negotiations shall proceed. If any item in this Agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, to each future Agreement.

B. Provisions Contrary to Law

If any provisions of this Agreement or any application of the Agreement is found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

C. Separability

- 1. It is the intention of the parties that the provisions of this Contract supersede and prevail over conflicting provisions of any statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), Civil Service Rules and Regulations, and Administrative Rules of the Director of State Personnel that impact on members of the bargaining unit or prior inconsistent practices between the parties. However, should the State Employment Relations Board or any Court or other judicial or administration tribunal of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.
- 2. This provision shall not apply to preclude compliance with any minimum standards established by the State Department of Education of any other requirements of Federal, State or Local law which may apply to the school district or constitute a condition upon its receipt of revenues.

3. In any instance in which a provision of this contract is determined to be unlawful as hereinabove stated, the parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

D. Strike and Lockout Prohibition

The Association shall not cause, engage in, nor sanction any strike or refuse to perform the duties of employment by a licensed/certificated teacher or specialist and the Board of Education agrees to a no lock-out provision for bargaining unit members during the life of this entire Agreement.

E. Non-Discrimination

The provisions of this Contract and the wages, hours, terms and conditions of employment shall be applied in a manner which is non-discriminatory on the basis of race, religion, national origin or sex. Nothing contained in this Agreement shall prevent the Board from complying with the requirements of Federal or State Handicap or Disability Laws.

F. Rights of Individuals

- 1. All rights and liberties of the individual are protected and maintained by federal and state law.
- 2. All matters relating to the enforcement or interpretation of this Agreement shall be settled and/or discussed in the manner prescribed by this Agreement.
- 3. No individual shall be denied his/her right to legal advice or counsel or the right to redress through the courts.

G. Complete Agreement

The Board and Association acknowledge that during negotiations which were preceding this Agreement each party had the opportunity to make proposals and that the understanding and agreements arrived at by the parties are set forth in the Agreement. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties.

No changes in a specific term in this Agreement shall be made during the life of this Agreement unless the subject matter is mutually agreed to by both parties.

The parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

ARTICLE XXIV - SIGNATURES

This Agreement is made and entered into this 1st day of July, 2022, by and between the Eastwood Local School District Board of Education and the Eastwood Education Association, for and on behalf of the employees in the bargaining unit as set forth in Article I of this Agreement. The parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION:	EASTWOOD EDUCATION ASSOCIATION:
President, Board of Education	President, Eastwood Education Association
Superintendent	adam M. 7 offmann
Treasurer	

EASTWOOD LOCAL SCHOOL DISTRICT GRIEVANCE REPORT FORM

Name of Grievant	Date filed
Building	Assignment_
Date Grievance occurred	Step of Grievance
Statement of Grievance	
Relief Sought	
Signature	
Signature	Date
Receipt of above form should be recorded at each step.	
Delivered by	Date
Delivered by	Date

Number of copies to be filed: Three (3) at each step

$\begin{array}{c} \textbf{EASTWOOD LOCAL SCHOOL DISTRICT} \\ \underline{\textbf{TEACHER INTENT FORM}} \end{array}$

ТО:	All Eastwood Personnel
FRON	M:
DATI	Ε:
	Will you please complete the following indicating your intentions for the school year. Your cooperation will enable the administration to begin staffing plans for the next school year.
	() I wish to remain in my present position.
	() I do not expect to return to the Eastwood Local Schools.
	() I prefer a different assignment in the Eastwood Local Schools. (Please explain under comments.)
	Please list supplemental and/or co-curriculars and indicate whether or not you wish to return to those positions.
	Comments:
	Please return on or before March 25,, to your building principal or supervisor.
	Si am a du

EASTWOOD LOCAL SCHOOL DISTRICT SHORT TERM/EMERGENCY UNPAID LEAVE

A staff member may be granted up to five days leave of absence without pay for each emergency or special circumstance that may arise during the contract year. The notification should be submitted at least one week prior to the leave taking place. Notification must take place prior to any financial commitments being made by the employee. In the case of a sudden or extreme emergency, each case will be determined individually by the Superintendent, however notification should take place as soon as possible.

Any unused personal leave days must be used in conjunction with the Short Term/Emergency Unpaid Leave if the circumstances will allow the proper use of personal leave as specified in the negotiated agreement.

Use of Short Term/Emerg. Unpaid Leave negates all perfect attendance reimbursement for that semester.

All Short Term/Emerg. Unpaid Leave requests must be made through the employee's immediate supervisor with the final decision made by the Superintendent. Documentation to substantiate the absence may be requested.

Date:													
То:			(Administrator/Supervisor)										
I hereby appl	ly for	days of Short Ter	rm/Unpaid Leave,										
beginning (d	ate)	enc	ling (date)										
Employee Si	gnature:												
Position:		Build	ling:										
Stated reasor	n for request of Sh	ort Term/Unpaid Le	ave:										
Approved: _		Disa	approved:										
Administrato	or/Supervisor's Sig	gnature:											
Superintende COPY TO:	ent's Signature		personnel file										

EASTWOOD LOCAL SCHOOL DISTRICT REQUEST FOR COMPENSATION DAY FOR MEETINGS BEFORE AND/OR AFTER THE TEACHER WORKDAY

Record of Meetings Bei	fore and/or After the Teacher's	Regular Workday
Date of Meeting	Time Meeting Extended Before or After Teacher's Regular Workday	Supervisor Initials
Total		
(Additio	onal pages may be used as neede	ed)
`	urate and correct and that I we	

EASTWOOD LOCAL SCHOOL DISTRICT 2022-2023 TEACHER SALARY SCHEDULE

3.00% Increase

Step E	3.A.		B.A.	+15	B.A.	+30	M.A	١.	M.A	۸.+15	M.A	\.+30	M.A	\.+45
0	\$	40,172.00	\$	40,975.00	\$	41,779.00	\$	44,189.00	\$	45,917.00	\$	47,925.00	\$	49,934.00
		1.000		1.020		1.040		1.100		1.143		1.193		1.243
1	\$	41,779.00	\$	42,582.00	\$	43,587.00	\$	46,198.00	\$	48,046.00	\$	50,054.00	\$	52,063.00
		1.040		1.060		1.085		1.150		1.196		1.246		1.296
2	\$	43,386.00	\$	44,189.00	\$	45,394.00	\$	48,206.00	\$	50,175.00	\$	52,183.00	\$	54,192.00
		1.080		1.100		1.130		1.200		1.249		1.299		1.349
3	\$	44,993.00	\$	45,796.00	\$	47,202.00	\$	50,215.00	\$	52,304.00	\$	54,313.00	\$	56,321.00
		1.120		1.140		1.175		1.250		1.302		1.352		1.402
4	\$	46,600.00	\$	47,403.00	\$	49,010.00	\$	52,224.00	\$	54,433.00	\$	56,442.00	\$	58,450.00
		1.160		1.180		1.220		1.300		1.355		1.405		1.455
5	\$	48,206.00	\$	49,010.00	\$	50,818.00	\$	54,232.00	\$	56,562.00	\$	58,571.00	\$	60,579.00
		1.200		1.220		1.265		1.350		1.408		1.458		1.508
6	\$	49,813.00	\$	50,617.00	\$	52,625.00	\$	56,241.00	\$	58,691.00	\$	60,700.00	\$	62,708.00
		1.240		1.260		1.310		1.400		1.461		1.511		1.561
7	\$	51,420.00	\$	52,224.00	\$	54,433.00	\$	58,249.00	\$	60,820.00	\$	62,829.00	\$	64,838.00
		1.280		1.300		1.355		1.450		1.514		1.564		1.614
8	\$	53,027.00	\$	53,830.00	\$	56,241.00	\$	60,258.00	\$	62,950.00	\$	64,958.00	\$	66,967.00
		1.320		1.340		1.400		1.500		1.567		1.617		1.667
9	\$	54,634.00	\$	55,437.00		58,049.00		62,267.00		65,079.00		67,087.00		69,096.00
		1.360		1.380		1.445		1.550		1.620		1.670		1.720
10	\$	56,241.00	\$	57,044.00		59,856.00		64,275.00		67,208.00		69,216.00		71,225.00
		1.400		1.420		1.490		1.600		1.673		1.723		1.773
11	Ş	57,848.00	\$	58,651.00	Ş	61,664.00	Ş	66,284.00		69,337.00		71,345.00		73,354.00
		1.440		1.460		1.535		1.650		1.726		1.776		1.826
12	Ş	59,455.00	Ş	60,258.00	Ş	63,472.00	Ş	68,292.00		71,466.00		73,475.00		75,483.00
		1.480		1.500		1.580		1.700		1.779		1.829		1.879
13	Ş	61,061.00	Ş	61,865.00	Ş	65,280.00	Ş	70,301.00		73,595.00		75,604.00		77,612.00
	_	1.520		1.540		1.625		1.750		1.832		1.882		1.932
14	>	61,061.00	\$	61,865.00		67,087.00	\$	72,310.00		75,724.00		77,733.00		79,741.00
4.5	,	1.520		1.540		1.670		1.800		1.885		1.935		1.985
15	>	61,061.00	>	61,865.00	•	67,087.00	>	74,318.00		77,853.00		79,862.00		81,871.00
17		1.520	,	1.540		1.670	4	1.850		1.938		1.988		2.038
1/	Þ	-	Þ	-	Þ	68,895.00 1.715	Þ	1.900		1.991		2.041		84,000.00
10	ċ	1.560 64,275.00	ė	1.580 65,079.00	Ļ	70,703.00	ė	78,335.00		82,112.00		84,120.00		2.091 86,129.00
19	Ą	1.600	Ą	1.620		1.760	Ą	1.950		2.044		2.094		2.144
21	ċ	65,882.00	ć	66,686.00		72,510.00	ć	80,344.00		84,241.00		86,249.00		88,258.00
21	Ą	1.640	Ą	1.660		1.805		2.000		2.097		2.147		2.197
24	ċ	67,489.00	ć	68,292.00		74,318.00		82,353.00		86,370.00		88,378.00		90,387.00
24	Ţ	1.680	Ą	1.700	Ą	1.850	Ţ	2.050		2.150		2.200		2.250
27	¢	69,096.00	¢	69,899.00	¢	76,126.00	¢	84,361.00		88,499.00		90,508.00		92,516.00
	ų	1.720	Ţ	1.740	Ţ	1.895	Ţ	2.100		2.203		2.253		2.303
32	Ś	70,703.00	Ś	71,506.00	Ś	77,934.00	¢	86,370.00		90,628.00		92,637.00		94,645.00
32	7	1.760	Y	1.780	Y	1.940	Y	2.150		2.256		2.306		2.356

EASTWOOD LOCAL SCHOOL DISTRICT 2023-2024 TEACHER SALARY SCHEDULE

2.75% Increase

Step	B.A.		B.A.	+15	B.A.	.+30	M.A	١.	M.A	۸.+15	M.A	٨.+30	M.A	\.+45
0	\$	41,277.00	\$	42,103.00	\$	42,928.00	\$	45,405.00	\$	47,180.00	\$	49,243.00	\$	51,307.00
		1.000		1.020		1.040		1.100		1.143		1.193		1.243
1	\$	42,928.00	\$	43,754.00	\$	44,786.00	\$	47,469.00	\$	49,367.00	\$	51,431.00	\$	53,495.00
		1.040		1.060		1.085		1.150		1.196		1.246		1.296
2	\$	44,579.00	\$	45,405.00	\$	46,643.00	\$	49,532.00	\$	51,555.00	\$	53,619.00	\$	55,683.00
		1.080		1.100		1.130		1.200		1.249		1.299		1.349
3	\$	46,230.00	\$	47,056.00	\$	48,500.00	\$	51,596.00	\$	53,743.00	\$	55,807.00	\$	57,870.00
		1.120		1.140		1.175		1.250		1.302		1.352		1.402
4	\$	47,881.00	\$	48,707.00	\$	50,358.00	\$	53,660.00	\$	55,930.00	\$	57,994.00	\$	60,058.00
		1.160		1.180		1.220		1.300		1.355		1.405		1.455
5	\$	49,532.00	\$	50,358.00	\$	52,215.00	\$	55,724.00	\$	58,118.00	\$	60,182.00	\$	62,246.00
		1.200		1.220		1.265		1.350		1.408		1.458		1.508
6	\$	51,183.00	\$	52,009.00	\$	54,073.00	\$	57,788.00	\$	60,306.00	\$	62,370.00	\$	64,433.00
		1.240		1.260		1.310		1.400		1.461		1.511		1.561
7	\$	52,835.00	\$	53,660.00	\$	55,930.00	\$	59,852.00	\$	62,493.00	\$	64,557.00	\$	66,621.00
		1.280		1.300		1.355		1.450		1.514		1.564		1.614
8	\$	54,486.00	\$	55,311.00	\$	57,788.00	\$	61,916.00	\$	64,681.00	\$	66,745.00	\$	68,809.00
		1.320		1.340		1.400		1.500		1.567		1.617		1.667
9	\$	56,137.00	\$	56,962.00	\$	59,645.00	\$	63,979.00	\$	66,869.00	\$	68,933.00	\$	70,996.00
		1.360		1.380		1.445		1.550		1.620		1.670		1.720
10	\$	57,788.00	\$	58,613.00	\$	61,503.00	\$	66,043.00	\$	69,056.00		71,120.00	\$	73,184.00
		1.400		1.420		1.490		1.600		1.673		1.723		1.773
11	\$	59,439.00	\$	60,264.00	\$	63,360.00	\$	68,107.00		71,244.00		73,308.00		75,372.00
		1.440		1.460		1.535		1.650		1.726		1.776		1.826
12	\$	61,090.00	\$	61,916.00	\$	65,218.00	\$	70,171.00		73,432.00		75,496.00		77,559.00
		1.480		1.500		1.580		1.700		1.779		1.829		1.879
13	\$	62,741.00	\$	63,567.00	\$	67,075.00	\$	72,235.00		75,619.00		77,683.00		79,747.00
		1.520		1.540		1.625		1.750		1.832		1.882		1.932
14	\$	62,741.00	Ş	63,567.00		68,933.00	Ş	74,299.00		77,807.00		79,871.00		81,935.00
		1.520		1.540		1.670		1.800		1.885		1.935		1.985
15	Ş	62,741.00	Ş	63,567.00	Ş	68,933.00	Ş	76,362.00		79,995.00		82,059.00		84,123.00
		1.520		1.540		1.670		1.850		1.938		1.988		2.038
17	Ş	64,392.00	Ş		Ş	70,790.00	Ş							86,310.00
40	_	1.560		1.580		1.715		1.900		1.991		2.041		2.091
19	Ş	66,043.00	Ş	66,869.00		72,648.00	Ş	80,490.00		84,370.00		86,434.00		88,498.00
		1.600		1.620		1.760		1.950		2.044		2.094		2.144
21	Ş	67,694.00	Ş	68,520.00		74,505.00	Ş	82,554.00		86,558.00		88,622.00		90,686.00
		1.640		1.660		1.805		2.000		2.097		2.147		2.197
24	Ş	69,345.00	Ş	70,171.00	Ş	76,362.00	Ş	84,618.00		88,746.00		90,809.00		92,873.00
0=	_	1.680		1.700		1.850		2.050		2.150		2.200		2.250
27	\$	70,996.00	Ş	71,822.00	Ş	78,220.00	Ş	86,682.00		90,933.00		92,997.00		95,061.00
		1.720		1.740		1.895		2.100		2.203		2.253		2.303
32	\$	72,648.00	Ş	73,473.00	Ş	80,077.00	Ş	88,746.00		93,121.00		95,185.00		97,249.00
		1.760		1.780		1.940		2.150		2.256		2.306		2.356

EASTWOOD LOCAL SCHOOL DISTRICT 2024-2025 TEACHER SALARY SCHEDULE

2.50% Increase

Step	B.A.		B.A.	.+15	B.A.	+30	M.A	١.	M.A	۸.+15	M.A	\.+30	M.A	+45
	\$	42,309.00	\$	43,155.00	\$	44,001.00	\$	46,540.00	\$	48,359.00	\$	50,475.00	\$	52,590.00
		1.000		1.020		1.040		1.100		1.143		1.193		1.243
1	\$	44,001.00	\$	44,848.00	\$	45,905.00	\$	48,655.00	\$	50,602.00	\$	52,717.00	\$	54,832.00
		1.040		1.060		1.085		1.150		1.196		1.246		1.296
2	\$	45,694.00	\$	46,540.00	\$	47,809.00	\$	50,771.00	\$	52,844.00	\$	54,959.00	\$	57,075.00
		1.080		1.100		1.130		1.200		1.249		1.299		1.349
3	\$	47,386.00	\$	48,232.00	\$	49,713.00	\$	52,886.00	\$	55,086.00	\$	57,202.00	\$	59,317.00
		1.120		1.140		1.175		1.250		1.302		1.352		1.402
4	\$	49,078.00	\$	49,925.00	\$	51,617.00	\$	55,002.00	\$	57,329.00	\$	59,444.00	\$	61,560.00
		1.160		1.180		1.220		1.300		1.355		1.405		1.455
5	\$	50,771.00	\$	51,617.00	\$	53,521.00	\$	57,117.00	\$	59,571.00	\$	61,687.00	\$	63,802.00
		1.200		1.220		1.265		1.350		1.408		1.458		1.508
6	\$	52,463.00	\$	53,309.00	\$	55,425.00	\$	59,233.00	\$	61,813.00	\$	63,929.00	\$	66,044.00
		1.240		1.260		1.310		1.400		1.461		1.511		1.561
7	\$	54,156.00	\$	55,002.00	\$	57,329.00	\$	61,348.00	\$	64,056.00	\$	66,171.00	\$	68,287.00
		1.280		1.300		1.355		1.450		1.514		1.564		1.614
8	\$	55,848.00	\$	56,694.00	\$	59,233.00	\$	63,464.00	\$	66,298.00	\$	68,414.00		70,529.00
		1.320		1.340		1.400		1.500		1.567		1.617		1.667
9	\$	57,540.00	\$	58,386.00	\$	61,137.00	\$	65,579.00	\$	68,541.00	\$	70,656.00	\$	72,771.00
		1.360		1.380		1.445		1.550		1.620		1.670		1.720
10	\$	59,233.00	\$	60,079.00	\$	63,040.00	\$	67,694.00	\$	70,783.00	\$	72,898.00	\$	75,014.00
		1.400		1.420		1.490		1.600		1.673		1.723		1.773
11	\$	60,925.00		61,771.00	\$	64,944.00	\$	69,810.00		73,025.00		75,141.00		77,256.00
		1.440		1.460		1.535		1.650		1.726		1.776		1.826
12	\$	62,617.00		63,464.00	\$	66,848.00	\$	71,925.00		75,268.00		77,383.00	\$	79,499.00
		1.480		1.500		1.580		1.700		1.779		1.829		1.879
13	\$	64,310.00		65,156.00	\$	68,752.00	\$	74,041.00		77,510.00		79,626.00		81,741.00
		1.520		1.540		1.625		1.750		1.832		1.882		1.932
14	Ş	64,310.00		65,156.00	Ş	70,656.00		76,156.00		79,752.00		81,868.00		83,983.00
		1.520		1.540		1.670		1.800		1.885		1.935		1.985
15	Ş	64,310.00		65,156.00	Ş	70,656.00	\$	78,272.00		81,995.00	•	84,110.00		86,226.00
4-		1.520		1.540		1.670	_	1.850		1.938		1.988		2.038
17	Ş	66,002.00		66,848.00	Ş		\$							
40	,	1.560		1.580		1.715		1.900		1.991		2.041		2.091
19	>	67,694.00		68,541.00		74,464.00		82,503.00		86,480.00		88,595.00		90,710.00
24	,	1.600		1.620		1.760		1.950		2.044		2.094		2.144
21	\$	69,387.00		70,233.00		76,368.00	\$	84,618.00		88,722.00		90,837.00		92,953.00
24	,	1.640		1.660		1.805		2.000		2.097		2.147		2.197
24	Þ	71,079.00		71,925.00	Þ	78,272.00		86,733.00		90,964.00		93,080.00		95,195.00
27	Ļ	1.680		1.700	Ļ	1.850		2.050		2.150		2.200		2.250
27	Þ	72,771.00		73,618.00	Þ	80,176.00	Þ	88,849.00		93,207.00		95,322.00		97,438.00
22	Ļ	1.720		1.740	Ļ	1.895	÷	2.100		2.203		2.253		2.303
32	>	74,464.00		75,310.00	>	82,079.00	>	90,964.00		95,449.00		97,565.00		99,680.00
		1.760		1.780		1.940		2.150		2.256		2.306		2.356

EASTWOOD LOCAL SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE

	ATHL	LETICS				
GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
ATHLETIC GROUP I Head Football Head Basketball (B) Head Basketball (G) Assistant Athletic Director	13.8%	14.8%	15.8%	16.8%	18.3%	19.8%
ATHLETIC GROUP II Head Track (B) Head Track (G) Head Wrestling Head Baseball Head Volleyball Head Softball Head Cross Country Head Soccer (B) Head Soccer (G) HS Cheerleading Weight Room/Gym Supervisor	9.4%	10.55%	11.7%	12.7%	14.2%	15.7%
ATHLETIC GROUP III MS Assistant Athletic Director Head Golf (B)* Head Golf (G)* Head Bowling* Assistant Football Assistant Football Assistant Football Assistant Football Assistant Basketball (B) Assistant Basketball (G) Assistant Basketball (G)	8.3%	9.4%	10.55%	11.55%	12.55%	13.55%

^{*}The current coach for this supplemental contract shall continue to be paid at the Athletic Group II rate for the duration of their time holding such supplemental.

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
ATHLETIC GROUP IV Assistant Wrestling Assistant Baseball Assistant Track (4) Assistant Volleyball Assistant Volleyball (JV) 9th Volleyball Assistant Softball Assistant Softball Assistant Cross Country Assistant Soccer (B) Assistant Soccer (B) Assistant Soccer (G) Assistant Soccer (G) Assistant Soccer (G) 9th Football 9th Football 7/8 Football Coordinator 9th Basketball (B) 9th Basketball (G) Assistant Golf (B&G) Assistant Weight Room/Gym Supervisor	6.0%	7.1%	8.3%	9.3%	10.3%	11.3%
ATHLETIC GROUP V 7th Football 8th Football 8th Football 7th Basketball (B) 7th Basketball (G) 8th Basketball (B) 8th Basketball (G) Varsity Assistant Cheerleading	4.9%	6.0%	7.1%	8.1%	9.1%	10.1%
ATHLETIC GROUP VI 7/8 Wrestling 7/8 Track 7/8 Track 7/8 Track 7/8 Track 7/8 Track 7/8 Cross Country 7th Volleyball 8th Volleyball M.S. Cheerleading Dance Team	4.3%	5.4%	6.6%	7.6%	8.6%	9.6%
ATHLETIC GROUP VII M.S. Equipment Manager M.S. Wrestling Asst. Faculty Manager M.S. Cross Country Asst.	3.4%	4.6%	5.7%	6.7%	7.7%	8.7%

Appendix F (cont.)

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
ATHLETIC GROUP VIII 5/6 Basketball (B) – Head Coach Boys 5/6 Basketball (G) – Head Coach Girls MS Cheerleading Assistant Flag Football	2.0%	2.4%	2.8%	3.2%	3.6%	4.0%

CO-CURRICULAR						
GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
CO-CURRICULAR GROUP I M.S. Activities Club People Incorporated M.S. Science Club Peer Mediation Advisors (1) H.S. Auditorium Manager Musical – Technical Musical Vocal Director Musical Choreography Accompanist Prom Decorations Musical Assistant Director	1.8%	2.1%	2.4%	2.7%	3.0%	3.3%
CO-CURRICULAR GROUP II International Club National Junior Honor Society Safety Patrol Art Club Local Professional Development Committee Member Key Club Tri-M	2.3%	2.6%	2.9%	3.2%	3.5%	3.8%
CO-CURRICULAR GROUP III Ensembles (Choir) Ensembles (Instrumental Music) 11th Class Advisor 12th Class Advisor Musical – Band Pep Band National Honor Society Elementary Student Council M.S. Quiz Bowl Middle School Yearbook 6th Grade Quiz Bowl Vocal Acapella Group Director	2.8%	3.15%	3.5%	3.85%	4.2%	4.55%
CO-CURRICULAR GROUP IV HS Quiz Bowl Flag Corp Advisor Majorette Advisor Department Chairman/Team Leader Drama Club Play Director	3.7%	4.3%	4.9%	5.5%	6.1%	6.7%
CO-CURRICULAR GROUP V Middle School Student Council HS Student Council High School Yearbook	4.85%	5.7%	6.6%	7.4%	8.2%	9.0%

Appendix F (cont.)

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
CO-CURRICULAR GROUP VI Musical Director Assistant Band Director	5.7%	6.8%	8.0%	9.0%	10.0%	11.0%
CO-CURRICULAR GROUP VII Mentor	\$2,000/year 1 \$1,500/year 2 \$1,000/year 3 \$700/year 4					
Lead Mentor	\$250/year if no mentors \$750/year if there are any mentors					
HS eLearning Consultant (2) MS eLearning Consultant (2) ES eLearning Consultant (2) Concession Stand Manager	\$2,000/year \$2,000/year \$2,000/year \$5,000/year					

Certificate

The undersigned, Treasurer of the Board of Education of the Eastwood Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2023 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Eastwood Local School District, Ohio, and the Superintendent of Schools of the Eastwood Local School District, Ohio hereby certify that the District has in effect for the term of this Agreement the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5704.412 and 5705.44 of the Revised Code.

James L Rouse
President, Board of Education
Celiblien
Superintendent
Treasurer Treasurer
Treasurer