Thu, 02/13/2025 02:15:50 PM SERB

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AGREEMENT

between the

EAST CANTON EDUCATORS' ASSOCIATION

and the

OSNABURG LOCAL

BOARD OF EDUCATION

July 1, 2024 – June 30, 2027

Thu, 02/13/2025 02:15:50 PM SERB

TABLE OF CONTENTS

ARTICLE		PAGE(S)
1.	Recognition, Procedure and Association Rights	1 – 7
2.	Consolidation	7
3.	Contracts.....	7 – 8
4.	Drug Free Workplace.....	8
5.	Employment Practices and Conditions	9
6.	Resident Educator / Mentor Program	9 – 11
7.	Grievance Procedure	11 – 13
8.	Information Booklet	14
9.	Insurances	
	A. Medical	14
	B. Stark County Schools Council.....	14 – 15
	C. Preferred Provider (Doctors/Hospitals)	15
	D. Preferred Provider (Prescription Drug).....	15
	E. Life Insurance.....	16
	F. Dental Insurance	16
10.	Just Cause	17 – 18
11.	Labor/Management Committee	18
12.	Leaves	
	A. Assault Leave	18
	B. Child Care Leave.....	18 – 19
	C. Family Medical Leave.....	20
	D. Personal Leave.....	20 – 21
	E. Sick Leave	21 – 22
	F. Professional Leave	22
	G. Jury Duty	22
	H. Subpoena Leave	22
13.	Length of School Year	23
14.	Local Professional Development Committee.....	23 – 28

Thu, 02/13/2025 02:15:50 PM SERB

ARTICLE		PAGE(S)
15.	Payroll Practices	28 – 29
16.	Printing of the Contract	29
17.	Programs and Curriculum	30
18.	Reduction in Force	30 – 34
19.	Rehiring / Hiring Retired Individuals	34 – 35
20.	Rights	35 – 36
21.	Salary	
	A. Salary Schedule 2024 - 27	37 – 39
	B. Tutor Salary Schedule	40
	C. Supplemental Salary Schedule	40 – 44
22.	Severance Pay	44 - 45
23.	Stamps and Envelopes	45
24.	Evaluation of Performance of Certificated Staff	45 - 51
25.	STRS Pick-Up With Reduction	51 – 52
26.	STRS Pick-Up Without Reduction	52
27.	Tuition-Free Attendance	52
28.	Tutors	53 – 54
29.	Vacancies	54
30.	Working Conditions	54 – 55
31.	Effects of the Agreement	55 – 57
	Appendix A	58

Thu, 02/13/2025 02:15:50 PM SERB

ARTICLE 1 - RECOGNITION, PROCEDURE AND RIGHTS

A. Recognition

The Osnaburg Local Board of Education, hereinafter "Board" or "District" hereby recognizes the East Canton Educators' Association affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA) hereinafter the "Association" as the sole and exclusive representative for all certificated personnel employed by the District. The term "certificated" throughout this Contract shall mean certificated/licensed. Excluded from the unit are casual substitutes who work less than (60) days in the same position, and those management, confidential and supervisory employees excluded under Ohio Revised Code 4117.

B. Association Rights

The Association shall be granted the following sole and exclusive organizational rights:

1. Use of school facilities for Association meetings, as long as these meetings are held outside the working day and are not in conflict with meetings planned by the school administration.

2. Placing of Association communications in the mailboxes and school email provided each teacher.

3. Space for Association bulletin boards in the faculty lounges.

4. Upon the written authorization of the bargaining unit member, the board shall deduct from said individual's wages the prescribed amount for the Association dues. Deductions so made shall be forwarded to the bank of the Association's choice at the end of the month.

5. Use of computers, email systems, access to the Internet and audio visual equipment. However, there is no expectation of privacy in the use of the school's computer/email system.

6. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided said representative(s) abide(s) by rules and regulations regarding said entry on school property. This shall not interfere with or interrupt the on-going instructional program.

Thu, 02/13/2025 02:15:50 PM SERB

7. a. The Association shall be granted a total of three (3) days with pay per school year to be used by bargaining unit members to conduct Association business.

   b. Individuals using these days must be authorized by the Association president.

   c. The Board of Education shall not be held responsible for any expenses incurred but will provide for substitute personnel as needed.

8. Availability of Information

   a. The accurate names and building assignments of all bargaining unit certificated staff members shall be provided to the Association within ten (10) days of the submission of such request from the Association. Such requests shall not exceed two times per year. The names of all new members hired after the start of the school year, upon request of the Association president, shall be provided to the Association.

   b. The Superintendent or designee shall provide the Association President, upon request, a copy of a seniority list. Such request may not occur more than twice a year. This list shall include:

      (1.) A member's specific area(s) of certification
      (2.) A member's employment date
      (3.) A member's contract status specifying either continuing or limited

   c. The Association President shall be provided, electronically, with line item agendas of the Board meetings at least one (1) day before the meeting. The Association president shall receive an electronic copy of the Board minutes and all other public documents related to all matters that are distributed to Board members at official meetings within two (2) weeks following the Board meeting.

9. On the first workday of the school year, the Association will be granted sixty (60) minutes of that workday for the purpose of meeting with bargaining unit members.

Thu, 02/13/2025 02:15:50 PM SERB

C. Management Rights

1. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

   a. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;

   b. direct, supervise, evaluate and hire employees;

   c. maintain and improve the efficiency and effectiveness of Board operations;

   d. determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

   e. suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;

   f. determine the adequacy of the work force;

   g. determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students;

   h. effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;

   i. take actions to carry out the mission of the School District.

Thu, 02/13/2025 02:15:50 PM SERB

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

3. The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

4. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

D. Negotiations Procedures

1. Requests for Negotiations

a. If either of the parties desire to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than the fifteenth (15th) day of January of any year in which this contract expires, unless changed by mutual agreement. Notification in writing from the Association shall be served on the Superintendent, and from the Board shall be addressed to the Association President. Within fifteen (15) working days after receipt of such notice, unless otherwise mutually agreed, the initial bargaining session shall be held.

b. Scope of Bargaining: All matter pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.

c. At the initial bargaining session each party must submit in writing all of its proposals for negotiation. Both parties must present its list of proposals in desired final contract language so that without clarification or supplementation the proposal,

Thu, 02/13/2025 02:15:50 PM SERB

if agreed to by the other party, could be incorporated into the final agreement. Topical listing of items proposed for negotiations (laundry lists) shall constitute a clear failure of compliance with this requirement and shall be disregarded.

d. No additional agenda items may be submitted by either side after the initial exchange, except by mutual consent.

2. Good Faith Bargaining

Good faith negotiations, as provided in this document, include, but are not limited to, reasonable positions on bargainable issues; and indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional or administrative judgment in setting forth, evaluating or declining to agree to proposals not accepted; refraining from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; refraining from encouraging, engaging in or condoning improper conduct. Good faith bargaining, however, does not compel either party to agree to a proposal or require the making of a concession.

3. Negotiation Meetings

a. Negotiation meetings shall be scheduled at the agreement of the parties, and until negotiations are concluded either party may require at each meeting a decision on the date, time and place of a subsequent meeting.

b. Meetings shall be scheduled at reasonable intervals and mutually convenient places and times. The meetings should avoid, as nearly as is practicable, conflict with school and employment schedules.

c. Negotiation meetings shall be closed to the press and the public.

d. Either party may recess for caucuses of reasonable lengths at any time.

e. Either party may keep written minutes of the meetings in such form and detail as it may deem advisable. Use of any audiovisual equipment to record transcripts of these meetings will not be permitted.

Thu, 02/13/2025 02:15:50 PM SERB

f. Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him to be late, it shall be the duty of that team to notify the other as promptly as possible. Both sides shall thereupon agree to the time for the next negotiation session.

4. Representation at the Negotiation Meetings

a. Representation at the negotiation meetings shall be limited to six (6) designated representatives of the Board which includes the Board's legal counsel and to six (6) designated representatives of the Association which includes the OEA Labor Relations Consultant. The lists of team members shall be exchanged prior to the initial meeting of the teams.

b. Neither party in any negotiation shall have any control over the selection of negotiating team representatives of the other party. Only those so designated by the Board and the Association as members of the negotiating teams shall participate in negotiation meetings, unless the parties agree otherwise.

c. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. The agreement reached shall not be binding until ratified by the Association and the Board.

5. Agreement

a. Tentative agreement on negotiation items shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement. Either party may revise an initialed agreement until all items have been agreed to by the respective negotiating team.

b. Tentative agreement reached through negotiations shall be reduced to writing and submitted to the Association. Upon approval by the Association, the agreement shall be submitted within one (1) week or at the next regularly scheduled meeting, whichever is later, to the Board for approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted

Thu, 02/13/2025 02:15:50 PM SERB

by the Board. The document will then become a legally binding agreement between the two parties.

6. Dispute Resolution

   a. In the event the foregoing procedures do not produce an agreement, either party or the parties jointly may contact the Federal Mediation and Conciliation Service to provide a mediator to assist in the impasse. Mediation shall continue as long as the mediator believes it is productive or the expiration of this Agreement, whichever is sooner, and if the parties mutually agree, may continue thereafter.

   b. If mediation does not result in an agreement, the Association has the right to strike provided it has given a ten (10) day notice required under Ohio Revised Code 4117.14(D)2.

   c. Mediation represents the parties mutually agreed upon exclusive alternate dispute resolution procedure under Ohio Revised Code 4117.14 and shall supersede the other impasse procedure in Ohio Revised Code 4117.14.

ARTICLE 2 - CONSOLIDATION

The parties to this Agreement agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current District shall be a mandatory subject of bargaining between the Association and the Board or its successor.

ARTICLE 3 - CONTRACTS

A. The Board shall enter into written contracts for the employment and reemployment of each bargaining unit member. Contracts will be issued to certificated personnel in accordance with Section 3319.08 of the Ohio Revised Code.

B. Contracts or salary notices shall contain the salary to be paid certificated personnel.

C. Contracts or salary notices shall specify the number of days to be worked by the teacher for the school year the contract is in effect.

Thu, 02/13/2025 02:15:50 PM SERB

D. Subject and/or grade level assignments remain an administrative responsibility. However, if for any reason a teaching assignment is to be changed over the summer, a letter will be sent to the affected teacher as soon as practical.

E. Bargaining unit members who assume a supplemental contract after the start of the normal service period under such contract shall be paid a proportionate amount of the supplemental pay scale for that service.

F. A continuing teaching contract shall be issued to an eligible bargaining unit member, pursuant to Section 3319.11 of the Ohio Revised Code.

G. All provisions of this Agreement are incorporated by reference to the individual teaching contract of a bargaining unit member. Any change(s) in this Agreement will become a part of the individual teaching contract on the effective date of the change(s).

H. If the District intends to implement a reduction in force under Article 18 of the Agreement, the District will act on all bargaining unit members eligible for continuing contracts prior to acting to suspend the contracts of those members being laid off.

I. A teaching contract or salary notice will be issued annually to each bargaining unit member.

ARTICLE 4 - DRUG FREE WORKPLACE

A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, a bargaining unit member accused of a drug-related offense.

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

Thu, 02/13/2025 02:15:50 PM SERB

ARTICLE 5 - EMPLOYMENT PRACTICES AND CONDITIONS

A. The Board agrees that it will not discriminate against any bargaining unit member because of membership or non-membership in the Association, or as result of negotiations, complaint or other proceedings under this document. Membership in the Association will not be a condition of employment or continued employment and an employee's membership or non-membership in the Association shall in no way affect the employee's status as an employee of the Board.

B. Nothing contained herein shall abridge the right of bargaining unit members to present their views and recommendations to the Board pursuant to established procedures; provided, however, that professional negotiations shall be conducted only with the Association.

ARTICLE 6 - RESIDENT EDUCATOR / MENTOR PROGRAM

A. Purpose:

1. Ohio's Teacher Education and Licensure Standards requires beginning teachers to successfully complete a program and assessment to qualify for a professional license. Section 3301-24-04 (A) (2) of the standard declares that:

2. *"The Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual and assessment of the performance of the beginning teacher."*

B. Intention:

1. At the beginning of each school year, the Board shall provide all bargaining unit members, who hold a provisional or Resident Educator license, with a program of orientation, assistance, and support.

2. Communication between the Mentor and the mentee must be confidential. The Mentor is a helper and is not a part of the evaluation procedure. The Resident Educator Program does not replace the evaluation procedures in Ohio Revised Code.

Thu, 02/13/2025 02:15:50 PM SERB

C. Definitions:

1. The Resident Educator Program is a formalized program of support provided by the District to meet the unique needs of the mentee during his/her employment under a provisional or Resident Educator license.

   The Resident Educator Program will be developed by school personnel in which a majority of whom shall be practicing classroom teachers, and who follow the guidelines established by the Ohio Department of Education.

2. A candidate for a Resident Educator Program shall be:

   a. A beginning teacher in their first teaching experience after graduation from a teacher training institution and holds a Provisional or Resident Educator License.

   b. An experienced teacher new to the district.

3. The Mentor is a person who has completed the state prescribed training program and is assigned to provide professional support to a bargaining unit member in the first year of employment. An administrator and the Lead Mentor will assign a Mentor to the Entry-Year Teacher.

   a. Mentor (Lead) – provides district leadership and serves as liaison with the County.

   b. Mentor – will mentor a beginning teacher in his/her beginning teacher experience.

   c. Mentor (Peer Coach) – will mentor an experienced teacher new to the district and/or a teacher changing assignment within the district with the recommendation of the administrator.

   d. The District shall pay all mentors for the cost of the mandatory state training.

4. The Mentor shall meet the following criteria:

   a. Shall be currently teaching in the District.

   b. Shall have at least three (3) years of teaching experience.

Thu, 02/13/2025 02:15:50 PM SERB

c. Shall be willing to follow responsibilities outlined in the district mentor handbook.

d. Shall have completed the state prescribed training program.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a bargaining unit member(s) or the Association involving an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

2. A grievance procedure is the method by which a bargaining unit member or the Association (hereinafter referred to as the "grievant") may express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher administrative levels.

3. The definition of days in this Article shall be calendar days exclusive of Saturdays, Sundays and legal holidays.

4. An individual grievant may present his/her grievance to the Board's designated representative and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified and present (except at the informal step if the grievance is oral) at all meetings involving a grievance. Grievances will be presented in the following steps.

B. Procedure

1. Informal

a. Within thirty (30) days following the occurrence of an alleged grievance, the grievant should present his/her grievance to the building principal. At this stage the grievance need not be in writing and shall remain confidential. If the principal does not have the authority to discuss and resolve the grievance, the principal will direct the grievant to the appropriate administrator at the lowest possible level.

Thu, 02/13/2025 02:15:50 PM SERB

b. Within five (5) days after the presentation of the grievance, the principal shall give his/her answer orally to the grievant.

2. Level One

a. If the grievance is not resolved informally, it shall be stated in writing on the current approved Grievance Procedure form (Appendix C), signed by the grievant, and lodged within ten (10) days with the principal.

b. Within five (5) days after receiving the grievance, the principal shall communicate his/her answer in writing on the Grievance Response form (Appendix C) to the grievant and to the Association President.

3. Level Two

a. If the grievance is not resolved at Level One, the grievant may within five (5) days of receipt of the principal's answer, submit to the Superintendent a written statement of the grievance on the Grievance Response form (Appendix C). A copy shall be sent to the principal involved and to the Association President at the same time.

b. The Superintendent or designee shall hold a hearing within five (5) days of receipt of the grievance submitted to Level Two. The Superintendent shall give the grievant and Association President an answer in writing on the Board approved Grievance Response form (Appendix C) no later than ten (10) days after receipt of the written grievance or five (5) days after the hearing. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

4. Level Three

a. If the Superintendent's answer is not satisfactory or if no disposition has been made within the time requirements, the grievant with permission of the Association or the Association may, within ten (10) days following the Superintendent's reply, request that the grievance be referred to a disinterested third party for arbitration. Such request shall be in writing.

Thu, 02/13/2025 02:15:50 PM SERB

b. The parties agree to permanent arbitrator, Rob Stein. The parties shall not be under the auspices of the American Arbitration Association, but shall abide by their rules. In the event Rob Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized. The selection of an arbitrator shall be made from a list of seven names provided by the American Arbitration Association in accordance with American Arbitration Association rules.

c. The arbitrator so selected shall hold the necessary hearings promptly and issue his findings and recommendations in writing. The decision of the arbitrator shall be binding on all parties. The total costs for the services of the arbitrator, including per diem expenses and necessary travel and subsistence expenses, room charges and court reporter, shall be borne equally by both parties.

C. Appearance and Representation

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

2. A bargaining unit member may not be represented by a union/organization other than the Association in any grievance or concern initiated pursuant to the provisions of this Agreement.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual consent when signed by both parties.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to lodge an appeal at the next step of this procedure.

3. If the grievant fails to meet the time maximums at any step of the procedure, the grievance shall be considered waived.

Thu, 02/13/2025 02:15:50 PM SERB

ARTICLE 8 - INFORMATION BOOKLET

A. All current information relative to relations among the Board, the Administration, and bargaining unit members as well as any changes in Board Policy shall be sent through an all staff email and placed online on the District Website.

B. Contents will include, but not be limited to:

1. Board policies and regulations pertaining to certificated personnel.

2. Evaluation policy.

3. Method of posting and filling teacher vacancies.

4. Current school calendar.

ARTICLE 9 - INSURANCES

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. Anyone newly hired after July 1, 1986, who has less than twenty-seven and one-half (27 1/2) hours per week of pupil contact time, shall have the insurance premiums paid by the Board on a pro-rated basis of percent of time worked. However, anyone hired on or after July 1, 2011 must have the required 30 hours to participate in the insurance programs.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and

Thu, 02/13/2025 02:15:50 PM SERB

life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Thu, 02/13/2025 02:15:50 PM SERB

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $70,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Thu, 02/13/2025 02:15:50 PM SERB

Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE 10 - JUST CAUSE

A. No bargaining unit member will be disciplined, reprimanded, non-renewed or terminated without just cause. A teacher shall not be afforded the protections of this section until he/she has completed five (5) years of employment in the district and been renewed for the succeeding school year.

B. Nothing in this Article shall deny a teacher any of the rights and/or remedies available under ORC 3319.11 or 3319.111 regarding the Board's duty to give notification to the teacher on or before the first day of June.

C. The Board shall follow ORC 3319.08 and ORC 3319.11 regarding the granting of continuing contracts.

D. Disciplinary Actions

1. The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct or where health or safety is involved.

2. Letters of reprimand may be issued to staff members for lesser infractions which, in the judgment of the responsible administrator, do not warrant a suspension without pay.

3. A bargaining unit member may be suspended from his/her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the Superintendent that the conduct of the member is detrimental to the goals and objectives of the school district. No suspension shall be imposed until the member has had an opportunity to appear before the Superintendent to present his/her case. Such suspension(s) shall not be grieved under Article 7. The employee shall be provided written reasons for the suspension(s). Nothing herein shall preclude the Board from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

Thu, 02/13/2025 02:15:50 PM SERB

4. Termination of a teaching contract of a bargaining unit member, outside the five (5) year provision found in this Article, shall be according to Sections 3319.16 and 3319.161 of the Ohio Revised Code.

5. A bargaining unit member shall, upon his/her request, have the right to be represented by the Association at all disciplinary meetings to the extent required by law.

6. Non-renewal of limited teaching contracts, outside the five (5) year provision found in this Article, shall be governed exclusively by the provisions and court procedures of Section 3319.11 of the Ohio Revised Code.

ARTICLE 11 - LABOR / MANAGEMENT COMMITTEE

A committee composed of three (3) representatives of the Association and three (3) representatives of the administration shall meet on the request of either party.

The Labor Management Committee does not replace the grievance process.

ARTICLE 12 - LEAVES

A. Assault Leave

If a bargaining unit member is assaulted while performing in the confines of his/her employment, assignments or duties, the Board shall grant a leave of absence for a period so designated by the member's physician. The Board has the right to request a second opinion by a physician agreed upon by both parties if the member has not returned to work by the end of sixty (60) days.

Leave granted under this Section shall not be charged against sick leave earned or earnable under the Ohio Revised code or leave granted under other sections of this Article.

B. Child Care Leave

An employee shall be granted upon request a Child Care leave of absence without pay or benefits on the conditions set below:

Thu, 02/13/2025 02:15:50 PM SERB

1. The employee shall request such leave in writing at least thirty (30) calendar days prior to the date of its intended commencement.

2. The leave of absence shall for the balance of the school year in which the birth of a child is expected, unless such leave is terminated earlier by mutual consent of both parties as hereinafter provided.

3. Subsequent to the termination of Child Care leave, application for reinstatement may be made by the employee at any time during the school year and the employee may be reinstated by mutual agreement. In any case, the teacher will be reinstated no later than the beginning of the next succeeding school year unless the leave is extended in accordance with paragraph four (4). In such instances, the employee should file with the Superintendent a letter of intent, along with the original request, indicating the date of termination of the leave, such date to coincide with the beginning of a grading period.

4. The Child Care leave of absence shall be extended for one (1) additional school year upon request of the employee to the Board, such request to be made not later than April 10th preceding the school year for which such leave is requested.

5. A teacher, while on Child Care leave of absence, shall notify the Superintendent by April 1st of his/her intention to return or not to return at the expiration of the leave of absence.

6. Upon return to service at the expiration of such leave, the employee shall resume the contract status which was held prior to such leave.

7. Where the group insurance policy permits, an employee on Child Care leave may continue to participate in those benefits which are provided to other teachers, if payment is made in advance by the teacher to the Board at the group rate for such benefits.

8. The same provisions for Child Care leave may be granted to employees who adopt a child.

9. If requested, a leave may be terminated early, at the sole discretion of the Superintendent.

Thu, 02/13/2025 02:15:50 PM SERB

C. Family Medical Leave

A bargaining unit member may use unpaid leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 and its 2009 amendments. For more information on eligibility, requirements, and all other questions, bargaining unit members will contact the District Treasurer.

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA and the approval of any such leave under this Article will serve as district notification of FMLA act enforcement with both leaves commencing simultaneously.

2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

3. The Board shall provide a copy of the policy on FMLA in the library of each building.

D. Personal Leave

1. The Board realizes that there are times when an employee must fulfill an obligation on a specific date which cannot be controlled by the employee and for which there is no provision under sick leave. Three (3) personal leave days shall be granted by the Board through the local Superintendent to all eligible employees.

   Personal days can be used individually or used together. If an employee needs to use the days together, they must have written approval from the Superintendent. Any employee may not use a personal day in April or May without written approval from the Superintendent.

   Teachers may be compensated for unused personal days at the substitute teacher rate plus $15 by making such request to the Treasurer by the first Friday in June of the current school year.

2. General Provisions

   Emergency/personal leave will not be granted the day before nor the day following regularly scheduled recesses or holidays -

Thu, 02/13/2025 02:15:50 PM SERB

except if in the opinion of the local Superintendent it deserves consideration.

3. Procedures

   Personal Leave shall be submitted through the superintendent with 5 school days prior notice being required, except for emergency requests. Emergency requests must be made to the immediate supervisor in person or by phone. Absence portal website requests for emergency personal leave will not be approved.

E. Sick Leave

1. Each member of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-quarter (1¼) sick leave days per month, as authorized by ORC 3319.141. Sick leave days shall be credited in each month on a pro-rata basis related to days employed in the district.

2. Each employee possessing unused sick leave shall be entitled to consume any or all cumulative portions from the preceding years, which together with that allowance for the current contract year shall not exceed a total of 320 days.

3. Employees may use sick leave for absence due to illness, injuries, exposure to contagious disease, pregnancy and illness or death in the employee's immediate family. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted (ORC 3319.141)

4. In granting sick leave for absence due to illness, injury or death in the employee's immediate family, the immediate family is defined as:

   a. Any member of the employee's household

   b. Spouse, children, parent, brother or sister

   c. Person for whom the employee takes the major responsibility for care and aid.

Thu, 02/13/2025 02:15:50 PM SERB

5. A bargaining unit member shall receive notification of his/he accumulated sick leave with each pay.

   A bargaining unit member whose Sick Leave has been exhausted shall be advanced five (5) days of sick Leave as provided for in the Ohio Revised Code.

F. Professional Leave

Upon written request and approval of the Superintendent, a bargaining unit member may attend professional conferences designed to improve the member's effectiveness in his/her assigned area(s). When such request is approved, the member will be permitted to attend the conference without loss of pay. If a member is required to attend professional conferences he/she shall be reimbursed for expenses incurred in attending the conference including mileage, any registration fee(s) and/or tuition.

G. Jury Duty

1. A bargaining unit member shall be granted time off for jury duty actually served during the workday and shall suffer no loss of pay or benefits. Documentation received from the court confirming jury duty actually served must be submitted to the Administration when the member returns to work

2. Time spent on jury leave will not be charged against any other leave provision.

H. Subpoena Leave

1. A bargaining unit member who receives a subpoena shall be granted leave with no loss of pay or other benefits for days missed by reasons of the subpoena. A copy of the subpoena will be submitted to the Administration prior to the leave.

2. A bargaining unit member is not eligible for leave under this Section if the member is a party to the legal proceeding.

3. Time spent on subpoena leave will not be charged against any other leave provision.

Thu, 02/13/2025 02:15:50 PM SERB

ARTICLE 13 - LENGTH OF SCHOOL YEAR

A. The length of the work year shall be one hundred eighty five (185) days or the hourly equivalent.

The school day shall be seven and a half (7.5) hours, totaling thirty seven and a half (37.5) hours per week. Bargaining unit members working less than this will be compensated on a percentage of the time worked.

B. The district may use teacher work days for professional development.

If students are not required to report to school due to inclement weather or other reasons, the superintendent will determine whether staff must report to work.

For any day that the superintendent does not require the staff to report up to two (2) days may be used for staff development without any additional pay. The superintendent shall discuss the scheduling of such staff development with the labor-management committee.

ARTICLE 14 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. Name, Scope, and Number of Committees

The District Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. This committee shall serve the licensed staff, administrators and teachers of the District and shall be the only committee of its type authorized to operate on behalf of the District.

B. Aims and Purposes

1. The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees, and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operation. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.

Thu, 02/13/2025 02:15:50 PM SERB

2. The LPDC shall have no duties other than those explicitly stated herein. In the exercise of such duties, actions of the LPDC shall be limited in scope by and must be consistent with the adopted policies of the Board. Only those educators who are renewing a certificate or license shall be required to submit an Individual Professional Development Plan (IPDP).

3. No action of the LPDC shall bind the Board in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other Board policy, or any law or regulation governing the operation of local school districts. No action of the LPDC shall bind the Board in any manner that may affect bargainable terms and conditions of employment. No action of the LPDC shall bind the Board or the Association in any manner that may be construed as requiring the expenditure of any funds without the express approval of the Board.

4. The LPDC shall report on its actions in a prompt and timely manner to the Board.

C. Membership, Qualifications, Training, Compensation

1. The District LPDC shall consist of five (5) members. Three (3) of the members shall be non-administrative personnel appointed by the Association President. One (1) member will come from the K-5 personnel, one (1) from the grades 6-8 personnel, and one (1) from the grades 9-12 personnel. In addition, there shall be a trained alternate for each of the non-administrative members from each of the grade level representations. The remaining two (2) members shall be administrative personnel appointed by the Superintendent.

2. Any LPDC member whose IPDP is being considered for renewal will not vote on his/her own proposal. The alternate LPDC member will be asked to vote on the plan.

3. For review of an administrative certificate or license, the bargaining unit member representative from the building of the administrator will withdraw from the committee and will be replaced by an administrator appointed by the Superintendent. If the administrator whose certificate or license is being reviewed serves on the LPDC committee, he/she will also withdraw from the committee and be replaced by an appointee of the Superintendent.

Thu, 02/13/2025 02:15:50 PM SERB

4. Each of the LPDC members and the alternates shall participate in professional development designed to prepare them for their roles as members of the LPDC. The training shall include information about Senate Bill 230 requirements, a bylaws review, and Individual Professional Development Plan (IPDP) guidelines. If necessary, the Superintendent will determine release time days and/or amount of compensation time for both training and meetings for reviews.

5. If LPDC members are required to attend training outside the regular workday or work year, members shall be compensated for hours involved, including travel time at the rate listed below.

6. The Chairperson, Recorder and members of the LPDC committee shall be compensated at the rate of twenty-five ($25) per hour.

7. Committee vacancies among bargaining unit members shall be replaced by the Association President. A new alternate will be appointed by the Association President. The Superintendent will appoint administrative member replacements.

8. Committee members who discover they are unable to fulfill their role as an active member of the committee may withdraw simply by notifying the chair in writing. No reasons need be given.

D. Roles and Terms of Office

The LPDC shall consist of the following roles and corresponding terms of office:

The term of office for committee members shall be three (3) years.

Chairperson: The Chairperson shall be elected by a majority vote, conducted via written ballot by the LPDC members following the LPDC training. Anyone interested in serving as Chairperson may self-nominate. The Chairperson will be elected for a one-year term. The term shall run from August 1st to July 31st.

Recorder: The Recorder shall be elected by a majority vote, conducted via written ballot by the LPDC members following the LPDC training. Anyone interested in serving as Recorder may self-nominate. The

Thu, 02/13/2025 02:15:50 PM SERB

Recorder will be elected for a one-year term. The term shall run from August 1 to July 31.

The non-administrative members of the committee shall serve staggered three-year terms. A term shall go from August 1st to July 31st, with no more than half of the members new to the committee at any one (1) time. Initially, the grades 6-8 representative will serve one (1) year; the K-5 representative will serve two (2) years; and the grades 9-12 representative will serve three (3) years.

E. Duties

The duties of the Chairperson, Recorder and other committee members shall be as follows:

1. The Chairperson shall:

   a. preside at all LPDC meetings;
   b. call all meetings and set agendas in collaboration with the membership (send agendas to LPDC members at least one (1) day in advance of meeting);
   c. ensure adherence to the LPDC review processes and procedures;
   d. serve as appeals process contact and liaison;
   e. report to the Association President and Superintendent any concerns regarding committee members fulfilling their responsibility.

2. The Recorder shall:

   a. keep accurate minutes of all LPDC meetings;
   b. send minutes of meetings to LPDC members within three (3) days of each meeting;
   c. serve as staff communication liaison;
   d. be responsible for all necessary correspondence;
   e. keep membership records and directory info up to date and keep a mailing list of all members including names, addresses, and telephone numbers;
   f. maintain a notebook or easily accessible electronic record of all committee activities.

Thu, 02/13/2025 02:15:50 PM SERB

3. The Committee shall:

   a. elect one of their members by voice vote to act in the absence of the chair;
   b. serve as staff information contact person
   c. serve as reviewer of OLSD employees' IPDPs for certification/renewal;
   d. suggest necessary professional growth needs for LPDC.

F. IPDP Submission, Decision-Making & Appeals Process

1. All IPDPs will be submitted by September 15 annually or by May 30 for staff in the first year of their license. Notification of committee action on IPDPs shall occur by October 15 annually and monthly for revision. A checklist/rubric will be used to monitor the progress of all submitted IPDPs from submission to pre-approval to implementation to completion. Any decision to approve a submitted IPDP for certification/license renewal purposes must receive four (4) out of five (5) votes of the full committee.

2. Bargaining unit members up for renewal will be provided a copy of the approval guidelines/criteria prior to development and submission of their IPDP for review. If the IPDP is rejected, the individual shall be given a copy of the same guidelines/criteria sheet with reasons for rejection clearly marked. Bargaining unit members whose plans have been rejected must submit a revised plan, or secure more detailed supportive materials to substantiate the legitimacy of their original plan, within ten (10) working days of the initial rejection notification. The LPDC will again review the plan. If the plan is rejected, the bargaining unit member has recourse through the appeals process.

3. In the appeals process a group of three (3) certified personnel (from a similar or related discipline) will be asked to review the bargaining unit member's IPDP plan. Personnel will be selected from employees who have volunteered to be a member of the appeals process committee.

G. Accepting Plans from Other Districts

Within thirty (30) days of employment, the new employee will submit his/her IPDP to the LPDC for review. Hours already accumulated under a district-approved IPDP will be honored. The remainder of

Thu, 02/13/2025 02:15:50 PM SERB

the IPDP will be reviewed and rated "acceptable" or "in need of revision according to the LPDC guidelines".

H. Amending the By Laws

1. The committee shall meet annually to review and approve the bylaws. Any changes must then be approved by both the Superintendent and the Association President.

2. Amendments shall be voted on via roll call vote. A simple majority of members present and voting will prevail.

ARTICLE 15 - PAYROLL PRACTICES

In addition to any payroll deductions required by law, bargaining unit members may apply for the following deductions:

A. United Way

B. Stark County Employees' Credit Union

C. Tax sheltered annuity program

1. The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91 if so authorized by the bargaining unit member in writing. If annuity deductions are authorized, the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.

2. In order to have payroll deduction of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.

D. Payroll deductions of all Association dues shall be deducted equally for twenty (20) consecutive pay periods commencing with the first pay period in October. The names of staff members and the amount to be deducted from each must be turned into the office of the Treasurer no later than September 20th of any contract year. No names shall be accepted for payroll deduction of Association dues after this date. The deductions made shall be forwarded at the end of the month to the bank of the Association's choice.

Thu, 02/13/2025 02:15:50 PM SERB

E. Amount of accumulated sick leave to-date shall be reflected on the pay stub.

F. Bargaining unit member who desires payroll deduction for the purchasing of credit for STRS must do so with pre-tax dollars in accordance with rules and regulations established by the STRS.

G. Lump Sum Pay During Work Year

In the event the individual teaching contract is terminated by either party during the work year, the total sum due the bargaining unit member shall be paid at the next normal payroll period. All insurance coverage and/or benefits provided by this Agreement will terminate on the last day of the month of the effective date the contract is terminated.

H. Lump Sum Pay at End of School Year

In the event the individual teaching contract is terminated or not renewed by either party effective at the end of the school year, including via a reduction in force, the bargaining unit member will receive his/her pay over the summer as provided to all other members.

I. Payroll deduction in even dollar amounts of at least Five Dollars ($5) per deduction for the Fund for Children & Public Education (FCPE) shall be made for any bargaining unit member who submits written authorization for such deduction. Deductions shall be made on the same equal installment schedule as the Association dues deductions. Transmittal of the total amount shall be forwarded within fifteen (15) days in the self-addressed stamped envelope provided by the Association.

ARTICLE 16 - PRINTING OF CONTRACT

At the conclusion of negotiations, the contract between the parties shall be reduced to writing and will be posted in a PDF read-only format on the staff tab of the District website. In addition, the Board shall furnish five (5) hard copies of the Agreement to the Association President and enough copies for each newly hired bargaining unit member. Cost of reproduction shall be borne by the Board.

Thu, 02/13/2025 02:15:50 PM SERB

ARTICLE 17 - PROGRAMS AND CURRICULUM

Changes in the curriculum program shall be initiated in sufficient time prior to implementation, so as to allow for involvement of those affected, unless otherwise mutually agreed upon.

ARTICLE 18 - REDUCTION IN FORCE

A. The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of bargaining unit members after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes.

B. The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual is certificated. However, any individual recalled to a part-time position shall remain on the recall list for a full-time position.

C. The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the District using the layoff procedures contained in this Article.

D. The Superintendent will not use the RIF in a punitive manner.

E. The Superintendent shall announce when a RIF is necessary and, if evaluations are comparable, seniority and certification on file in the central office on the date the RIF is announced, shall be the basis for suspending contracts as stated below:

> Seniority shall be defined as length of continuous service from date of employment in the bargaining unit. An approved leave of absence to a bargaining unit member shall not constitute a break in seniority; however, the period of such approved leave of absence shall not be counted when determining seniority. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days and then by the name of the member listed first in the Board minutes when hired.

Thu, 02/13/2025 02:15:50 PM SERB

F. A bargaining unit member who leaves the bargaining unit at any time during a school year to accept a non-bargaining unit administrative position within the school district, and who returns to the bargaining unit by agreement or by operation of law during the succeeding school year, shall not suffer a break in seniority under this Article.

G. A bargaining unit member, who leaves the bargaining unit to accept a non-bargaining unit, non-administrative position, shall be deemed to have a break in seniority under this Article.

H. The following conditions and procedures shall apply to any person employed in an administrative or non-bargaining unit position (generally referred to herein as "Employee") and who is to enter the bargaining unit by agreement or by operation of law:

1. Under no circumstances, including the operation of paragraph D above, shall the employee have the right to displace any actively employed bargaining unit member upon entry into the bargaining unit.

2. If the employee was a bargaining unit member prior to accepting the administrative or non-bargaining unit position, the employee shall have no rights or entitlements to any specific bargaining unit position which he/she held prior to accepting the administrative or non-bargaining unit position.

3. If at the time the employee proposes to enter the bargaining unit, a vacancy exists which has not been filled in accordance with this Agreement, the employee may be offered that vacant position if the employee is properly certificated and qualified for the position.

4. If the employee was a bargaining unit member within the last five (5) years, the employee, if properly certificated, may displace a substitute teacher who is filling a vacancy that exists due to an approved leave of absence. Upon return to duty of the teacher on the approved leave of absence, the employee shall be subject to the other provisions of this paragraph.

5. If no vacant position exists to which the employee may be assigned, or if the employee does not fill a position under subparagraph 4 herein, the employee shall be placed on the reduction-in-force list under this Article if he/she had a designation of Accomplished, Proficient or Developing prior to leaving the bargaining unit. The employee shall be placed on

Thu, 02/13/2025 02:15:50 PM SERB

the reduction-in-force list in accordance with his or her seniority as determined under paragraph F of this Article. Except as otherwise provided herein, the employee shall be recalled from the reduction-in-force list in accordance with paragraph H of this Article.

I. It is the individual's responsibility to see that all of his/her certificates are in his/her personnel file in the central office.

J. When RIF becomes necessary, displacement ("bumping") shall occur as follows if evaluations are comparable as defined herein:

1. Non-tenured individuals holding temporary certification will be the first ones suspended.

2. Fully certificated limited contract individuals shall be the next ones suspended.

3. Continuing contract individuals shall be the last persons suspended.

4. Within each items (a) through (c) reductions shall be made so that the individuals in those areas having the least seniority will be the first to be suspended.

All individuals who are Accomplished and Skilled shall be deemed comparable.

All individuals who are Developing shall be deemed comparable.

A lay off of all individuals who are Ineffective is at the discretion of the Board.

K. An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.

L. The Superintendent or his/her designee shall provide the Association President with a "seniority list" prior to the implementation of a reduction in force. This list shall be prepared in the following manner

All individuals shall be listed by:

1. Contract status (i.e., limited or continuing)

2. Years of experience (seniority) in the District

Thu, 02/13/2025 02:15:50 PM SERB

3. All areas of certification on file with the District

4. From the least senior to the most senior in all certificated areas

5. Rating of Accomplished, Skilled, Developing, Ineffective

M. 1. A bargaining unit member whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified. Such bargaining unit members shall be recalled in descending order of seniority with continuing contract bargaining unit members being called first followed by fully certificated limited contract bargaining unit members. A notice of recall shall be made by certified mail.

2. No new bargaining unit members shall be employed by the Board while there are continuing and limited contract bargaining unit members on the RIF list who are certificated for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of bargaining unit members on the recall list.

N. Bargaining unit members being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the bargaining unit member's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

O. If the bargaining unit member fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board shall have no further obligations to him/her.

P. The recall list shall be maintained for two (2) years from the date the bargaining unit member become employed.

Q. Bargaining unit members on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).

R. Students attending the District under the State's open enrollment law shall not be used in determining the ADM under this Article.

S. If the Board contemplates suspending the teaching contract of a bargaining unit member for reason of reducing staff, it will notify the

Thu, 02/13/2025 02:15:50 PM SERB

Association in writing at least fifteen (15) days prior to Board action on the reduction.

T. Any bargaining unit member who is to have his/her contract suspended will be so notified in writing at least fifteen (15) days prior to Board action on the reduction.

U. Within each area of certification affected, reduction not achieved by attrition shall be accomplished first by suspending the teaching contract of bargaining unit members with limited teaching contracts with Developing suspended first followed by Accomplished and Skilled suspended last.

V. Within each area of certification affected, reduction not achieved by attrition or suspension of limited contracts shall be accomplished by suspending the teaching contract of bargaining unit members with continuing teaching contracts with Developing suspended first followed by Accomplished and Skilled suspended last.

W. The Board shall not give preference to any member based on District seniority, except when making a decision between members who have comparable evaluations.

ARTICLE 19 - REHIRING / HIRING RETIRED INDIVIDUALS

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individual is hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one-year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.

2. The employee must waive any rights he/she may have or accrue under 3319.11 ORC, 3319.111 ORC, 3319.17 ORC.

3. The employee agrees that the Board, at its sole discretion, may offer insurance benefits, except that dental insurance shall be offered if none is available through another plan.

4. The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or board policy.

Thu, 02/13/2025 02:15:50 PM SERB

5. The employee waives any rights he/she may have or accrue to any type of retirement incentive program.

6. The employee agrees to be placed on the salary schedule at a step and column as if he/she was a new hire to the district, i.e., five (5) years experience and five (5) military to a maximum of ten (10).

7. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

   Article 3 (A) - Contracts
   Article 9 - Insurance (unless otherwise modified by #3)
   Article 10 - Just Cause
   Article 18 - Reduction in Force
   Article 21 - Salary
   Article 22 - Severance Pay

8. The maximum number of retirees that may be hired under the provisions of this Article shall not exceed six percent (6%) of the bargaining unit.

ARTICLE 20 - RIGHTS

A. Bargaining unit members shall have the right, freely and without penalty or reprisal, to join or to assist the Association, or to refuse to join or assist the Association in its operation.

B. It is recognized and agreed that under the laws of the State of Ohio, the sole authority to establish policies for the operation of the District lies with the Board. The Board has the final authority to administer its schools, except where expressly and specifically limited or restricted by the terms of this Agreement.

C. The terms of this Agreement and the procedures established therein, shall not prevent, nor shall be construed to prevent, the Board from performing its obligations within such time and in such manner as may be required by law.

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

Thu, 02/13/2025 02:15:50 PM SERB

E. Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation; provided, however, that any provisions of this document shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

ARTICLE 21 - SALARY

A. Salary Schedule

2% lump sum bonus (FY 24 teaching salary) contingent upon ECEA approving proposal terms and the Board approval. Payable in November, 2023.

3% base increase FY25

3% base increase FY26

3% base increase FY27

The Board will pay a teacher $20 per period for substituting during his/her planning period.

EAST CANTON SALARY SCHEDULE
2024-2025
(3% on the base)

STEP	B.A	135 HRS	150 HRS	M.A.	M.A. + 15	M.A. + 30
0	35,570	36,637	37,882	39,483	40,906	42,328
1	36,993	38,238	39,483	41,261	42,684	44,107
2	38,416	39,838	41,083	43,040	44,463	45,885
3	39,838	41,439	42,684	44,818	46,241	47,664
4	41,261	43,040	44,285	46,597	48,020	49,442
5	42,684	44,640	45,885	48,375	49,798	51,221
6	44,107	46,241	47,664	50,154	51,932	53,355
7	45,885	48,020	50,154	52,288	54,066	55,489
8	47,664	49,798	51,932	54,422	56,201	57,623
9	49,442	51,577	53,711	57,268	58,335	59,758
10	51,221	53,355	55,489	59,402	61,180	61,892
11	52,999	55,134	57,268	61,536	63,315	64,026
12	55,134	57,268	59,402	64,026	65,805	66,516
15	56,556	58,691	60,825	65,449	67,227	68,650
20	57,979	60,825	62,248	66,872	68,650	70,073
24	59,402	62,248	63,670	68,294	70,073	71,496
25	59,902	62,748	64,170	68,794	70,573	71,996
26	60,825	63,670	65,093	69,717	71,496	72,919
27	61,325	64,170	65,593	70,217	71,996	73,419
28	61,825	64,670	66,093	70,717	72,496	73,919
29	62,325	65,170	66,593	71,217	72,996	74,419
30	62,825	65,670	67,093	71,717	73,496	74,919
31	63,325	66,170	67,593	72,217	73,996	75,419
32	63,825	66,670	68,093	72,717	74,496	75,919
33	64,325	67,170	68,593	73,217	74,996	76,419
34	64,825	67,670	69,093	73,717	75,496	76,919

Steps 25, 27-34 are longevity steps which add $500 per step/year

Thu, 02/13/2025 02:15:50 PM SERB

EAST CANTON SALARY SCHEDULE
2025-2026
(3% on the base)

STEP	B.A	135 HRS	150 HRS	M.A.	M.A. + 15	M.A. + 30
0	36,637	37,736	39,018	40,667	42,133	43,598
1	38,102	39,385	40,667	42,499	43,964	45,430
2	39,568	41,033	42,316	44,331	45,796	47,262
3	41,033	42,682	43,964	46,163	47,628	49,094
4	42,499	44,331	45,613	47,994	49,460	50,925
5	43,964	45,979	47,262	49,826	51,292	52,757
6	45,430	47,628	49,094	51,658	53,490	54,956
7	47,262	49,460	51,658	53,856	55,688	57,154
8	49,094	51,292	53,490	56,055	57,886	59,352
9	50,925	53,124	55,322	58,986	60,085	61,550
10	52,757	54,956	57,154	61,184	63,016	63,748
11	54,589	56,787	58,986	63,382	65,214	65,947
12	56,787	58,986	61,184	65,947	67,778	68,511
15	58,253	60,451	62,649	67,412	69,244	70,709
20	59,718	62,649	64,115	68,878	70,709	72,175
24	61,184	64,115	65,580	70,343	72,175	73,640
25	61,684	64,615	66,080	70,843	72,675	74,140
26	62,649	65,580	67,046	71,809	73,640	75,106
27	63,149	66,080	67,546	72,309	74,140	75,606
28	63,649	66,580	68,046	72,809	74,640	76,106
29	64,149	67,080	68,546	73,309	75,140	76,606
30	64,649	67,580	69,046	73,809	75,640	77,106
31	65,149	68,080	69,546	74,309	76,140	77,606
32	65,649	68,580	70,046	74,809	76,640	78,106
33	66,149	69,080	70,546	75,309	77,140	78,606
34	66,649	69,580	71,046	75,809	77,640	79,106

Steps 25, 27-34 are longevity steps which add $500 per step/year

EAST CANTON SALARY SCHEDULE
2026-2027
(3% on the base)

STEP	B.A	135 HRS	150 HRS	M.A.	M.A. + 15	M.A. + 30
0	37,736	38,868	40,189	41,887	43,396	44,906
1	39,245	40,566	41,887	43,774	45,283	46,793
2	40,755	42,264	43,585	45,661	47,170	48,679
3	42,264	43,962	45,283	47,547	49,057	50,566
4	43,774	45,661	46,981	49,434	50,944	52,453
5	45,283	47,359	48,679	51,321	52,830	54,340
6	46,793	49,057	50,566	53,208	55,095	56,604
7	48,679	50,944	53,208	55,472	57,359	58,868
8	50,566	52,830	55,095	57,736	59,623	61,132
9	52,453	54,717	56,981	60,755	61,887	63,396
10	54,340	56,604	58,868	63,019	64,906	65,661
11	56,227	58,491	60,755	65,283	67,170	67,925
12	58,491	60,755	63,019	67,925	69,812	70,566
15	60,000	62,264	64,529	69,434	71,321	72,830
20	61,510	64,529	66,038	70,944	72,830	74,340
24	63,019	66,038	67,547	72,453	74,340	75,849
25	63,519	66,538	68,047	72,953	74,840	76,349
26	64,529	67,547	69,057	73,963	75,849	77,359
27	65,029	68,047	69,557	74,463	76,349	77,859
28	65,529	68,547	70,057	74,963	76,849	78,359
29	66,029	69,047	70,557	75,463	77,349	78,859
30	66,529	69,547	71,057	75,963	77,849	79,359
31	67,029	70,047	71,557	76,463	78,349	79,859
32	67,529	70,547	72,057	76,963	78,849	80,359
33	68,029	71,047	72,557	77,463	79,349	80,859
34	68,529	71,547	73,057	77,963	79,849	81,359

Steps 25, 27-34 are longevity steps which add $500 per step/year

Thu, 02/13/2025 02:15:50 PM SERB

B. Tutor Salary Schedule

1. The tutor's salary schedule shall be no less than $21.58 for 2024-2027.

2. Tutors will be paid when a student is absent for up to five (5) consecutive days. Tutors will account on time sheets for student absence.

3. Tutors paid from the general fund, classified as L.D. tutors, will be paid an additional ten percent (10%) of the direct service hours to compensate for all indirect services. Indirect services may include, but are not limited to, inservice, development of I.E.P.'s, and conferencing.

4. It is the intent of the parties that the number of hours of indirect services required will not exceed ten percent (10%) of direct service hours on an annual basis.

5. Direct plus indirect hours will not exceed thirty-seven and one-half (37 1/2) hours per week.

C. Supplemental Salary Schedule

	Percentage of BA Base				
Position	Yr. 1	Yr. 2	Yr. 3	Yr. 5	Yr.10
Football:					
Head	.18	.19	.20	.21	.22
Assistant Varsity	.105	.115	.125	.135	.145
Asst. Freshman (7-8-9)	.065	.075	.085	.095	.105
Basketball:					
Head	.18	.19	.20	.21	.22
Varsity Asst./Reserve	.105	.115	.125	.135	.145
Asst. (7-8-9)	.065	.075	.085	.095	.105
Track:					
Head (Boys and Girls Combined)	.15	.16	.17	.18	.19
Assistants (3)	.065	.075	.085	.095	.105
Head (Boys)	.105	.115	.125	.135	.145
Assistant	.065	.075	.085	.095	.105
Assistant (7-8-9)	.06	.07	.08	.09	.10

Thu, 02/13/2025 02:15:50 PM SERB

Position	Yr. 1	Yr. 2	Yr. 3	Yr. 5	Yr. 10
Track:					
Head (Girls)	.105	.115	.125	.135	.145
Assistant	.065	.075	.085	.095	.105
Baseball:					
Head	.105	.115	.125	.135	.145
Junior Varsity	.065	.075	.085	.095	.105
Assistant	.065	.075	.085	.095	.105
Softball:					
Head	.105	.115	.125	.135	.145
Junior Varsity	.065	.075	.085	.095	.105
Assistant	.065	.075	.085	.095	.105
Golf:					
Head	.105	.115	.125	.135	.145
(Boys and Girls Combined)	.105	.115	.125	.135	.145
Assistant	.06	.07	.08	.09	.10
Assistant (7-8-9)	.06	.07	.08	.09	.10
Cross Country:					
Head (Boys)	.105	.115	.125	.135	.145
Head (Girls)	.105	.115	.125	.135	.145
Assistant	.06	.07	.08	.09	.10
Assist (7-8-9)	.06	.07	.08	.09	.10
Girls Volleyball:					
Head	.105	.115	.125	.135	.145
Assistant	.065	.075	.085	.095	.105
Volleyball (7-8-9)	.06	.07	.08	.09	.10
eSports					
Head	.105	.115	.125	.135	.145
Assistant	.065	.075	.085	.095	.105
Sports Performance	.025	.035	.045	.055	.065
Intramural Volleyball	.025	.035	.045	.055	.065
Intramural Basketball	.025	.035	.045	.055	.065
Annual Advisor	.045	.055	.065	.075	.085

Thu, 02/13/2025 02:15:50 PM SERB

Position	Yr. 1	Yr. 2	Yr. 3	Yr. 5	Yr. 10
Middle School Yearbook	.02	.03	.04	.05	.06
National Honor Society	.015	.025	.035	.045	.055
Newspaper Advisor	.035	.045	.055	.065	.075
Speech/Debate	.05	.06	.07	.08	.09
Academic Challenge	.03	.04	.05	.06	.07
Power of the Pen	.03	.04	.05	.06	.07
Dramatics					
Plays	.04	.05	.06	.07	.08
Musicals	.04	.05	.06	.07	.08
** Senior Class Sponsor	.01375	.0225	.03125	.04	.04875
Junior Class Sponsor	.02	.03	.04	.05	.06
** Soph. Class Sponsor	.0075	.015	.0225	.03	.0375
** Freshmen Class Sponsor	.0075	.015	.0225	.03	.0375
Student Council Advisor	.03	.04	.05	.06	.07
Cheerleader Advisors:					
High School	.10	.11	.12	.13	.14
Jr. High School	.05	.06	.07	.08	.09
Freshman	.0325	.0425	.0525	.0625	.0725
News Release Coordinator	.02	.03	.04	.05	.06
Athletic Director	.20	.21	.22	.23	.24
On Site Manager	.105	.115	.112	.135	.145
A.V. Coordinator	.05	.06	.07	.08	.09
Elementary Musicals (includes minimum of two [2] musicals a year)	.04	.05	.06	.07	.08

Thu, 02/13/2025 02:15:50 PM SERB

Position	Yr. 1	Yr. 2	Yr. 3	Yr. 5	Yr. 10
Band Director (for activities over and beyond regular classroom time)	.18	.19	.20	.21	.22
Assistant Marching Band Director	.055	.065	.075	.085	.095
Band - Section Instructors	.00875	.0145	.02	.0275	.035
Choral Director	.08	.09	.10	.105	.11
Mentor (PRAXIS Coach)	.04	.045	.05	.055	.06
Lead Mentor	.06	.065	.07	.075	.08
Mentor Peer Coach	.01	.015	.02	.025	.03
Mentor Committee Member (maximum of 3)	.005	.0075	.01	.015	.0175
Chess Club	.02	.03	.04	.05	.06
Bowling:					
Head	.105	.115	.125	.135	.145
Assistant	.05	.06	.07	.08	.09
Indoor Track (CoEd)	.105	.115	.125	.135	.145
Assistant	.05	.06	.07	.08	.09
Sixth Grade Camp	$300 Stipend				
District Leadership Team	$300 Stipend				
Math Tournament Director	$300 Stipend				
Lead Teacher	$300 Stipend				
Elementary – RTI	$375 Stipend				

Conditions for Implementation of Supplemental Salary Schedule

1. A bargaining unit member shall be placed on an appropriate step of the supplemental salary schedule based on the number of years that a bargaining unit member has held a specific position within the District; i.e., Step 1 = 0 years, Step 2 = 1 year, Step 3 = 2, Step 5 = 4-8; Step 10 = 9 or more years.

Thu, 02/13/2025 02:15:50 PM SERB

2. A bargaining unit member may relinquish a position without forfeiting his/her previous experience. However, the bargaining unit member must have maintained continuous employment with the district in order to be given credit for prior experience when rehired for the Supplemental.

3. A bargaining unit member may change positions within in a given classification without forfeiting years of experience; e.g., an Assistant Football Coach at Step 3 would remain at Step 3 the following year if he were moved to the Head Football Coach position.

4. The decision whether or not to fill any position on the schedule is entirely at the Board's discretion.

5. A position split between two (2) bargaining unit members will be mutually agreed to by the two (2) bargaining unit members filling that position and the administration. Each bargaining unit member will be paid one-half of the percentage of the BA base according to the bargaining unit member's experience step placement on the supplemental salary schedule.

Bargaining unit members employed for the positions listed above shall be paid the salary indicated for the position.

ARTICLE 22 - SEVERANCE PAY

A. Bargaining unit members who elect to retire from service in the District, who have at the minimum ten (10) years of service as employees with the State of Ohio or any of its political subdivisions, or any combination thereof, and who have been accepted for retirement by one of the state employees' retirement systems, shall receive at the time of their retirement a one lump-sum payment amounting to twenty-five percent (25%) of their accumulated sick leave days up to a maximum of eighty (80) days. The payment of severance shall occur within ninety (90) days of the last day under contract with the District. Such earnings are to be figured at the per diem rate (exclusive of supplementary pay) of the member at the time of retirement.

B. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member. Such payment shall be made only once to any bargaining unit member.

Thu, 02/13/2025 02:15:50 PM SERB

C. A bargaining unit member who participates in the Ohio Deferred Compensation Program authorized under IRS Section 457 shall receive their severance payment within sixty (60) days of their retirement date or official notification of retirement.

D. Bargaining unit members are eligible for either severance pay provision in this Article if and only if they have been accepted in their retirement system and have been approved for retirement benefits.

E. Members shall receive a fifteen thousand dollar ($15,000) retirement incentive only for the first time eligible. An irrevocable letter of resignation for retirement must be submitted by March 31 of the year of retirement or three (3) months prior to retirement date. The member must retire during or at the end of the year when first eligible. First time eligibility verification must be provided by the member from STRS.

F. If a bargaining unit member dies while still employed by the District but, at the time of death, was qualified under STRS guidelines for retirement, any severance pay due will be paid to the member's estate.

G. For every fifteen (15) days that has accumulated at the time of retirement above the maximum accumulation, one (1) day of severance pay will be added to the total severance pay credited. Any days accumulated under this section prior to that date shall be credited to the member at the time of retirement in addition to the severance provided under this Article.

ARTICLE 23 - STAMPS AND ENVELOPES

All paychecks shall be by direct deposit.

ARTICLE 24 – EVALUATION OF PERFORMANCE OF CERTIFICATED STAFF

Prior to the start of the 2016-2017 school year, the Board will adopt an evaluation system that is consistent with provisions of Ohio law and ODE regulations. The terms of the current Ohio Evaluation System Agreement, August 19, 2014, shall be null and void on June 30, 2016.

Thu, 02/13/2025 02:15:50 PM SERB

A. Comparable

Teachers receiving a summative evaluation rating of accomplished or skilled are deemed as comparable. Reduction in Force will occur beginning with teachers with an overall evaluation rating of ineffective, followed by developing and finally those rated as comparable - skilled and accomplished.

B. Purpose

1. The purposes of teacher evaluation are:

   a. To serve as a tool to advance the professional development of teachers.

   b. To inform instruction.

   c. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

   d. For the determination of continued employment.

C. Evaluators

The evaluator shall not be a bargaining unit member. The supervisor must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law and must be a full-time District Administrator.

D. Evaluation Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of making recommendations to the Superintendent on 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. The Committee shall be comprised of four (4) Association members to be appointed by the Association President/designee and four (4) members appointed by the Superintendent/designee. The Committee shall meet within thirty (30) days after ratification of this agreement to create guidelines and responsibilities of this

Thu, 02/13/2025 02:15:50 PM SERB

committee. Committee members shall serve staggered terms of not more than four (4) years. Committee members shall be representative of elementary, middle school, secondary, and specialty areas within the District.

E. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

2. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

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

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

6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be posted at the commencement of every meeting and will be reviewed annually, unless waived by consensus of the committee.

7. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.

8. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee.

9. The committee may establish sub-committees to assist with their work.

10. Sub-committees will be jointly appointed by the Superintendent/ designee and the Association President/ designee.

Thu, 02/13/2025 02:15:50 PM SERB

F. Compensation

Based on the discretion of the Superintendent, any committee work performed outside of the contractual work day will be paid at a rate of twenty five dollars ($25.00) per hour.

G. Committee Authority

1. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.
2. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
3. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee.
4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

H. Orientation

1. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.
2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

I. Training

1. Training on the teacher evaluation procedure will be provided, at Board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.
2. Training on the teacher evaluation procedure, for newly hired teachers, will occur annually and shall include the tools,

Thu, 02/13/2025 02:15:50 PM SERB

processes, methodology, and the use of student growth measure data.

J. Schedule for Evaluation

The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, no later than the tenth (10th) day of May.

Teachers with five or more years of experience in Osnaburg Local who are not under a continuing contract in Osnaburg Local, whose summative rating is either skilled of accomplished in the previous school year may be evaluated every other year using the Ohio Teacher Evaluation System rubric if mutual consent exists between the building principal and teacher. The consent shall be in writing.

K. Criteria for Performance Assessment

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

L. Observations

1. Schedule of Observations

A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes, and shall not exceed forty-five (45) minutes in duration. The first formal observation must be completed in the first semester, and there shall be at least three (3) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.

2. Observation Conference

a. For one (1) formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to provide evidence and to explain plans and objectives for the work situation to be observed. This conference must take place within ten (10) school days of the observation.

Thu, 02/13/2025 02:15:50 PM SERB

b. The teacher must submit a post-conference form to his or her evaluator within two (2) school days of the observation. The post-conference form is included in Appendix C, and shall also be available on the district website.

c. A post-observation conference shall be held within ten (10) school days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. Post-observation conferences will also allow teachers an opportunity to provide evidence for the evaluation criteria.

d. Within ten (10) school days of the post-observation conference, the teacher shall receive an updated rubric which includes the most recent formal observation.

M. Walkthroughs

1. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:

   a. Evidence of planning;
   b. Lesson delivery;
   c. Differentiation;
   d. Resources;
   e. Classroom environment;
   f. Student engagement; and,
   g. Assessment.

2. The walkthrough shall be at least five (5) consecutive minutes, but not more than twenty nine (29) consecutive minutes in duration.

3. The teacher shall be provided a copy of the walkthrough form within five (5) school days, including all scripted and anecdotal documents relative to the walkthrough.

4. No more than four (4) walkthroughs shall be included in each evaluation cycle unless additional are requested by the educator.

5. For the purpose of this evaluation, evaluators will utilize the walkthrough form available on eTPES.

Thu, 02/13/2025 02:15:50 PM SERB

N. Response to Evaluation

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

O. Student Growth Measures Committee(s)

Student growth percentages for each category of teachers will be comprised of the following measures: Use State ODE's.

P. Compensation

Based on the discretion of the superintendent, release time or compensation at the daily rate will be provided for any committee work that must be performed. Educators could also be compensated with additional personal days, earned in half day increments.

Q. Teacher Performance Evaluation Rubric: Use the current ODE Rubric

ARTICLE 25 - STRS PICK-UP WITH REDUCTION

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the individuals in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each individual for the employee's share shall be the employee's contribution. Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.

2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.

3. No individual covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

4. The pick-up shall apply to all compensation including supplemental earnings.

Thu, 02/13/2025 02:15:50 PM SERB

5. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced.

6. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation, severance pay, daily rate of pay or any other calculation based on the then currently effective salary base.

ARTICLE 26 - STRS PICK-UP WITHOUT REDUCTION

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the members in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each member for the member's share shall be ten percent (10%). Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.

2. The pick-up percentage shall apply uniformly to all members in the bargaining unit.

3. The Board shall pay the member and employer contributions on the picked-up amount.

4. The pick-up shall apply to all compensation including supplemental earnings.

ARTICLE 27 - TUITION-FREE ATTENDANCE

A. Children of bargaining unit members may attend the District tuition free as long as the increase of students due to this clause does not necessitate the employment of additional staff at the elementary or secondary level at the time of initial enrollment in the District. Students will be accepted by using the earliest date of application.

B. Admission shall only be at the beginning of a school year.

Thu, 02/13/2025 02:15:50 PM SERB

ARTICLE 28 - TUTORS

A. The following Articles of this Contract shall not apply to tutors:

Article 3 - Contracts
Article 10 - Just Cause
Article 13 - Length of School Year
Article 18 - Reduction in Force
Article 22 - Severance Pay
Article 29 - Vacancies

B. Non-Renewal/Continuing Contract

1. Tutors shall be issued one-year limited contracts. The evaluation/non-renewal provisions of Ohio Revised Code3319.11 (G) (1) (2) (3) (4) (5) (6) (7) ORC, and 3319.111 (A) (B) (1) (2) (3) (C) shall not apply to tutors except that they must be notified of the non-renewal on or before April 30th and given the reasons in writing by the Superintendent.

2. Tutors shall not attain continuing contract in the district unless such status occurred on or before July 1, 1992.

C. The provisions of Ohio Revised Code 3319.17 shall not apply to tutors. However, if the Board of Education reduces the number of tutors, individuals holding continuing contracts shall be the last ones suspended in order of seniority.

D. Tutor hired for a non-tutor bargaining unit position.

1. If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of tutoring experience that consisted of at least one thousand (1,000) hours in any school year.

2. However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by January 1, 1992) or for seniority purposes under Article 18. Seniority under Article 18 shall begin to accrue upon transfer to the new position.

E. Pays

Tutors shall be paid in twenty (20) installments.

Thu, 02/13/2025 02:15:50 PM SERB

F. Calamity Days

Tutors shall be paid for calamity days in the same manner as other members of the bargaining unit.

ARTICLE 29 - VACANCIES

A. The Board agrees to announce to the bargaining unit members when school is in session and by notice with paychecks when school is not in session, and hold open for at least five (5) weekdays from such notification when feasible, any certificated or extra-duty positions that open within the system.

B. Response by any currently employed bargaining unit member will be made in writing to the Superintendent.

C. When feasible the Board will advise candidates of the outcome following the selection of a candidate for a given position within ten (10) weekdays.

D. A vacancy exists as a result of newly created positions in the bargaining unit, and positions arising as a result of deaths, resignations, retirements, non-renewals, and leaves of absence.

ARTICLE 30 - WORKING CONDITIONS

A. Workday

1. The overall workday for bargaining unit members shall be seven and one-half (7 ½) hours. The workday includes a minimum of thirty (30) minutes of duty-free lunch exclusive of travel time to escort students.

2. Elementary teachers shall receive at least thirty (30) continuous minutes of uninterrupted preparation time daily during the student day.

    a. Each elementary classroom teacher shall have at least two hundred fifteen (215) minutes of planning time during the student day each week.

    b. Duty assignments at the elementary will be made in an equitable fashion and will rotate on a yearly basis.

Thu, 02/13/2025 02:15:50 PM SERB

3. Middle school teachers shall receive a minimum of one (1) full class period of at least forty (40) minutes of preparation time daily during the student day.

4. High school teachers shall receive a minimum of one (1) full class period of at least forty (40) minutes of preparation time daily during the student day.

B. Meetings

To the extent possible, IEP meetings shall be held during the workday with class coverage provided for participating bargaining unit members.

C. Special Education/IEPs

Special Education teachers/Intervention Specialists, who have the responsibility of developing and writing Individual Education Plans (IEPs) shall be given two (2) release days each year for the purpose of writing the IEPs.

D. Co-Teaching Assignments

The Administration shall ask for volunteers to fill all co-teaching situations prior to assigning bargaining unit members. Members who volunteer or are assigned to a co-teaching situation shall be offered training prior to the start of the co-teaching assignment.

ARTICLE 31 - EFFECTS OF THE AGREEMENT

A. This Agreement between the Board and the Association shall be effective July 1, 2024 and remain in full force and effect through June 30, 2027.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this agreement with respect to any subject or matter irrespective of whether such

Thu, 02/13/2025 02:15:50 PM SERB

subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

C. However, if during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

D. In the event agreement if not reached, the Board is not required to participate in the dispute resolution process prior to Board action on any changes in terms and conditions of employment not contained in the Agreement.

E. In consideration of the rights and privileges extended to the employee organization pursuant to or arising from the provisions of this document during the term of the agreement, the Association hereto agrees that there shall be no strikes of any kind whatsoever; nor work stoppages, slowdowns, or interference or interruption with the daily operations of the District by any of the membership of the bargaining unit.

F. If any part of this contract is found, after all available appeals are exhausted, to be in violation of federal or state law, in a manner not permitted by Ohio Revised Code 4117 said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the Agreement shall continue to be in effect.

Thu, 02/13/2025 02:15:50 PM SERB

FOR THE BOARD

President of the Board

Treasurer of the Board

FOR THE ASSOCIATION

ECEA Negotiating Team

ECEA Negotiating Team

ECEA Negotiating Team

ECEA Negotiating Team

ECEA Negotiating Team

ECEA Negotiating Team

Thu, 02/13/2025 02:15:50 PM SERB

GRIEVANCE PROCEDURE FORM

Grievant: _____

Address: _____

_____Phone: _____

Date Grievant Became Aware of Alleged Grievance: _____

Date of Formal Filing: _____

Person or Persons to Whom Grievance is Directed:

_____

Initiated on Level: _____

Statement of Grievance: _____

_____

Remedy Sought: _____

_____

_____

GRIEVANCE DECISIONS

Level I, II, or III Decision:

_____

_____

Date: _____

Signature: _____
Administrative Representative