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MASTER CONTRACT

BETWEEN THE

EASTERN LOCAL EDUCATION ASSOCIATION

AND THE

EASTERN LOCAL SCHOOL DISTRICT

[BROWN COUNTY]

[JULY 1, 2024 – JUNE 30, 2027]

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ARTICLE I – RECOGNITION

1.01 RECOGNITION:

The Eastern Local Board of Education (hereinafter referred to as the "Board") recognizes the Eastern Local Education Association / OEA / NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regular certificated personnel employed under a regular written teaching contract in the district. Such sole and exclusive bargaining representation for the members of the specified bargaining unit shall be limited by both parties to salaries, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement (hereinafter referred to as the "Agreement"). Substitutes, aides, home tutors, tech coordinators, any other SERS designated member or non-certificated employees, administrative and supervisory staff are specifically excluded from the bargaining unit. Supervisory staff are defined as those employees who have the right to hire, fire, discipline, discharge, direct, evaluate and/or recommend or participate in such action.

1.02 ASSOCIATION MEMBERSHIP:

It is agreed by both parties that all employees have the right to join or not to join any local or state organization. Membership in any such organization(s) shall not be required as a condition of employment, nor shall any such membership or payment be involuntarily imposed upon any employee by any term of this Agreement.

ARTICLE II – GRIEVANCE PROCEDURE

2.01 PURPOSE:

The primary purpose of the grievance procedure shall be to obtain, at the lowest level possible, solutions to grievances which may arise.

2.02 DEFINITIONS:

2.021 GRIEVANCE DEFINED:

A grievance is defined as a complaint limited to an alleged violation, misapplication, or misinterpretation of the written provisions of the negotiated Agreement between the Association and the Board.

2.022 GRIEVANT DEFINED:

A grievant is an individual member or a group of members of the bargaining unit or the Association, alleging a violation, misapplication or misinterpretation of a written provision of this negotiated Agreement.

2.0221 GROUP GRIEVANCE:

A group grievance brought by bargaining unit members shall have arisen out of the same circumstances affecting each member of said group. Each member of a group grievance shall sign the grievance report.

2.0222 GROUP GRIEVANCE PROCEDURES:

A decision on a group grievance applies to all employees in the group and each shall be given a copy of the decision. An employee may withdraw, in writing, from an individual or a group grievance anytime; however, he/she then waives any right to initiate the same or a substantially similar grievance. No more than two (2) parties to the grievance shall represent the group grievance. However, this does not preclude members of the group from being called as witnesses.

2.023 DAYS DEFINED:

A day shall be defined as an administrative workday for the purposes of this Article, unless otherwise specified.

2.03 TIMELINES:

The failure of a grievant(s) to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right to further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given. The failure of the supervisory staff to communicate the decision on a grievance within the specified time frame shall automatically entitle the grievant to advance the grievance to the next level, but within the time limits established for such advancement, without prejudice to either party.

2.031 EXTENSION OF TIMELINES:

The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

2.04 INFORMAL COMMUNICATIONS:

Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

2.05 GRIEVANCE INFORMATION:

All matters pertaining to grievances and any and all resolutions to same shall be forwarded, in writing, to the President of the Association.

2.06 NOTIFICATION OF MEETINGS:

Excluding the informal step, the Association president shall receive notification of the time and place of all grievance meeting(s) for him/her or designee to be in attendance for grievance adjustment.

2.07 GRIEVANCE FORM:

All grievances shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misinterpreted or misapplied and the remedy sought. (Appendix C)

2.08 REPRESENTATION:

Any employee or group of employees of the Association shall have the right to a representative of his/her/their choosing at any level of the grievance procedure, excluding the informal level. Likewise, the Board shall be provided the same privilege.

2.09 LIMITATION ON GRIEVANCE MEETING DISCUSSIONS:

Discussions at any formal level shall be confined to the issues as written and stated on the grievance form and to the relief sought.

2.10 CONDUCT OF GRIEVANCE MEETINGS:

All hearings shall be conducted in closed sessions unless otherwise mutually agreed.

2.11 GRIEVANCE RECORDS:

No records, documents, or communication concerning a grievance will be placed in the personnel file of an individual grievant.

2.12 INFORMAL STEP:

An employee having a grievance shall first attempt to resolve it informally with his/her building principal within fifteen (15) days of the date the grievant knew or should have known of the event or condition upon which the grievance is based. In meeting with his/her building principal, the grievant shall inform the principal that he/she wishes to discuss a complaint upon which a formal grievance may be filed. The informal meeting should be a private exchange of communication between the individual teacher and his/her building principal prior to the filing of a formal grievance.

2.121 INFORMAL TIMELINE:

Should the grievant not attempt to resolve the complaint informally within the fifteen (15) day time limit; the grievance shall be considered waived.

2.13 FORMAL GRIEVANCE PROCEDURE:

A complaint which cannot be resolved informally may be processed as a formal grievance.

2.131 STEP ONE – BUILDING PRINCIPAL:

Within five (5) days after informal discussion of the alleged incident which is the subject of the grievance, the grievant may reduce the grievance to writing on the negotiated form and will present it to his/her building principal.

2.1311 STEP ONE MEETING:

Within five (5) days after the grievance is submitted to the building principal, the principal will discuss the grievance with the employee involved and attempt to resolve it.

2.1312 STEP ONE DECISION:

Within five (5) days after the Step One meeting, the principal shall state his/her decision in writing on the grievance form and provide a copy to the appropriate parties who shall include the grievant, Association Representative and Association President.

2.132 STEP TWO – SUPERINTENDENT:

If the grievant is not satisfied with the decision concerning his/her grievance made at Step One, the employee may, within five (5) days of receipt of his/her principal's decision, submit the grievance to the Superintendent.

2.1321 STEP TWO MEETING:

The Superintendent shall schedule a hearing to be held within ten (10) days of receipt of the grievance and shall notify the grievant of the time and place of such hearing. The Superintendent and/or his/her designated administrative representative will conduct the hearing.

2.1322 STEP TWO DECISION:

Within five (5) days after such hearing, the Superintendent shall notify the grievant of the decision in writing. Failure to respond within the time limits shall automatically entitle the grievant to advance the grievance to the next level without prejudice to either party.

2.133 STEP THREE – ARBITRATION:

If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may request a hearing before an arbitrator. The Association’s request for arbitration shall be made within ten (10) days following the disposition of the grievance by the Board. The Association’s request for arbitration shall be by email to the Superintendent and the American Arbitration Association.

2.1331 REQUEST FOR AAA:

The American Arbitration Association (hereinafter referred to as the "AAA") shall provide both parties with a list of seven (7) names from which an arbitrator will be selected in accordance with the voluntary rules and regulations of the AAA. A second list of seven (7) names may be requested by either party.

2.1332 ARBITRATION HEARING PROCEDURES:

The arbitrator shall conduct the hearing on the grievance in accordance with the binding rules and regulations of the AAA. Claims that have not been raised at least seven (7) days prior to the hearing may not be raised for the first time at the arbitration.

2.1333 BINDING ARBITRATION DECISION:

The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding.

2.1334 AUTHORITY OF ARBITRATOR:

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for binding arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations or opinion in reaching his/her decision.

2.1335 ARBITRATOR COSTS:

The costs for the services of the arbitrator, including his/her per diem expenses, if any, shall be shared equally.

ARTICLE III – BOARD RIGHTS

3.01 BOARD RIGHTS:

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.

3.02 BOARD RIGHT TO MAKE DECISIONS:

Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

3.03 PRIOR AGREEMENTS:

All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

3.04 WAIVER OF BARGAINING:

Notwithstanding section 4117.08 of the *Ohio Revised Code*, the Board shall not be required to bargain over the exercise of its rights set out in this article.

ARTICLE IV – ASSOCIATION RIGHTS

4.01 RIGHT TO REPRESENTATION:

The Association retains the rights to represent teachers in the collective bargaining process, the grievance procedure, all other conditions as expressly stated in this Agreement, and all other rights afforded under O.R.C. 4117, except those rights as modified by the Agreement.

4.02 PAYROLL DEDUCTION OF DUES:

The Board shall see that upon individual written authorization, association dues shall be deducted for the year in eighteen (18) equal semi-monthly payments beginning in the month of October and ending in June, with the odd cents being taken out of the last deduction if possible.

4.021 CONTINUING ENROLLMENT:

The membership year is from September 1 through August 31 and is continuous membership. A membership cancellation period exists from August 1 – August 31 and a member will be required to notify the Association President, Association Treasurer and Eastern Local District Treasurer in writing to cancel membership. If an employee leaves employment or initiates an unpaid leave after the beginning of the work year, the Board will deduct the remaining annual dues deductions due the Association in an employee's final pay. The deductions shall be made without cost to the employee or the Association. In no case will the Board ever be responsible for paying dues for an employee. The Association will hold the Board of Education and District Treasurer harmless from any errors or disputes concerning the deduction of dues.

4.022 MISSED DEDUCTION:

If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee.

4.023 BOARD INDEMNIFICATION:

The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

4.03 USE OF FACILITIES AND EQUIPMENT:

The Association may, at times not in conflict with regular school functions, enjoy the free use of the Eastern Local School District (hereinafter referred to as the "District") facilities and equipment. Arrangement of such use shall be made at least twenty-four (24) hours in advance with the appropriate administrator. Cost of consumable materials in such use shall be borne by the Association.

4.04 COPIES OF CONTRACT:

Within 30 days after ratification and signing, the Board will electronically post the contract in the employee section of the district website and update as appropriate.

4.05 BOARD MATERIALS:

The Board shall furnish a copy of each of the following in timely fashion upon request of the Association President:

a. Training and experience grid (showing where each teacher is on the negotiated salary schedule by numerical value only).
b. Electronic copies of the Board agenda shall be provided 24 hours prior to Board meetings and Board minutes (after adoption) will be provided monthly.

4.06 ANNOUNCEMENTS AT FACULTY MEETINGS:

Upon request, prior to all district and school faculty meetings, Association representatives shall be granted up to ten (10) minutes time to make Association related announcements to teachers.

4.07 USE OF STAFF MAILBOXES:

The Association shall enjoy the privilege of using staff mailboxes in the transmittal of Association related communications.

4.08 BOARD MEETING NOTIFICATION:

The Board shall, in advance, notify the Association President of all regular and special Board meetings.

4.09 ASSOCIATION LEAVE:

Officers and representatives of the Association shall be entitled to leave with pay, to a maximum collective total of four (4) days in any one school year, to be used for conducting Association business.

4.10 NO REPRISALS:

There will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association or participating in any of its activities.

4.11 EMPLOYEE DIRECTORY

The Board shall provide the Eastern Local Education Association President annually, the name, home address, and job title of each bargaining unit member. This information will be provided by October 30 of each school year. All updated employee information will be provided to the Association President within ten (10) workdays.

ARTICLE V – WORKING CONDITIONS

5.01 SCHOOL DAY:

Except as otherwise provided in this Agreement, the length of the teacher's school day should be no more than thirty (30) minutes longer than the length of the student day and will not exceed seven and one-half (7-1/2) hours including lunch period. In the unavoidable event, the school day must be extended due to the school buses being late, if requested by the Association, the Superintendent shall provide a written explanation for the delay, and if possible, take any necessary steps to avoid this happening in the future.

5.011 FACULTY MEETINGS:

The work day may be extended for no more than nine (9) times annually for the purpose of building wide faculty meetings. This includes but is not limited to building, staff or district meetings. Teachers shall not be required to remain in any faculty meeting that exceeds sixty (60) minutes in length. In special circumstances, the building principal may release teachers from attending these meetings. Teachers shall be given advance notice of at least five (5) working days, for any mandatory after school faculty meetings. In the case of an emergency situation, advance notice may be waived.

5.012 EXTRA OBLIGATIONS:

If needed, teachers shall attend a minimum of two (2) school functions outside of the school day for purposes of student supervision or committee district wide work. The assignment of

the school functions will be agreed to by the Principal and the teachers in each building and may include beginning of year sign-up. CEU credit for purposes of license renewal/upgrade may be available for some committee work as determined by the LPDC.

5.02 SCHOOL YEAR:

The length of the regular school year for members of the bargaining unit shall not exceed one hundred eighty-three (183) [one hundred eighty-four (184) days for newly-hired bargaining unit members, if necessary] days. This does not include extended service days.

5.021 NON-STUDENT DAYS:

Beginning with the 2017-2018 school year, three (3) non-student days shall be scheduled at the beginning of the school year, with a day being a teacher work day for teachers to work independently with no scheduled meetings. The independent work day shall occur before open house.

5.022 EXTENSION OF SCHOOL YEAR BY STATE DEPARTMENT OF EDUCATION:

Should the State Department of Education or legislature enact regulations, requirements or legislation extending the length of the school year, it is understood by the parties that the Board and teachers must adhere to such.

5.0221 SALARY RECALCULATION:

In the event the legislature or State Department of Education extends the school year, the individual teacher's salary shall be increased on a per diem basis to reflect the number of increased days. This provision shall apply only if the school year increases while a previously negotiated salary schedule based upon the lesser number of school days is in effect.

5.023 CALAMITY DAYS

After nine (9) calamity days, the Superintendent may ask teachers to report from 9 a.m. to 2 p.m. Teachers will work in their classroom or collaborate with team members. A teacher may elect to take a personal day in lieu of attendance should he/she deem it unsafe to travel to work. In the event a Level 2 or 3 snow emergency is declared for Brown County and/or where the teacher resides, the teacher shall not be required to report to work.

If state mandated student school hours are not met for a school year, make up days for all students and all K-12 teachers may occur during second semester holidays or as an extended school day. The Association President and Superintendent will meet to formulate how the hours will be made up.

Make up days for school closures shall be scheduled on the school calendar and adopted by the Board prior to the start of each school year.

5.03 PLANNING TIME:

5.031 SECONDARY PLANNING TIME:

Each secondary teacher shall have one (1) regular period of no less than 40 minutes per period, set aside during the student day for the exclusive purpose of planning time.

5.032 ELEMENTARY PLANNING TIME:

Each elementary teacher shall on monthly average receive no less than two hundred and twenty-five (225) minutes per week of planning-preparation-conference time. The Board shall schedule planning time in minimum 40-minute blocks. These minutes shall be taken when students are receiving training from the music teacher, the physical education teacher, art by assigned staff or other educational specialists and during the teacher's regular working day.

5.033 UTILIZATION OF PLANNING TIME:

Teachers shall not be responsible for any assigned duties during this planning period of time. The preparation time shall be utilized in a professional capacity.

5.034 SCHEDULING COMMITTEE:

The Principal and one representative per grade level or department of each building shall meet to work out and mutually agree to the schedule for that building. Each grade level or department shall select their own representative for the committee. There shall be no additional compensation for service on this committee. Options to be considered may include: back-to-back specials classes (e.g., Art – Library), parent volunteers, high school community service students if program is offered and available, aides to supervise movement of students between special classes, etc.

5.035 ATTENDANCE AT IAT/IEP MEETINGS

Every effort will be made to schedule IAT/IEP meetings during regular school hours which may be attended by a teacher-selected representative, and a substitute will be provided for the selected representative. A teacher-selected representative may also attend IEP meetings after school hours. However, if that representative is required to attend meetings after school that teacher shall be reimbursed at the rate of twenty-five dollars ($25.00) per hour or six dollars and twenty-five cents ($6.25) per quarter hour. Furthermore, no teacher will be required to use more than two (2) of their planning periods per month to attend IAT meetings.

5.04 ELEMENTARY TEACHING SPECIALISTS:

Each elementary building should have no less than two (2) of the three (3) teaching specialists listed below on a full-time basis:

1. Music Teacher
2. Physical Education Teacher
3. Art Teacher

5.05 INTERNAL SUBSTITUTION:

The Board shall strive to find substitute coverage for a teacher who is absent. When a substitute is not available after exhausting all resources, a teacher who is requested by administration and agrees to substitute during his/her planning time shall receive compensation at the rate of twenty dollars ($20.00) for each planning period. If students are sent to a teacher’s class to cover for an absent teacher, the teacher shall be paid twenty dollars ($20.00) for each period covering students

not to exceed the daily substitution rate. If students are split amongst multiple teachers the amount will be prorated.

5.06 NON-TEACHING DUTIES:

Bargaining unit members shall be expected to execute the responsibilities of their job positions, which may include but are not limited to recess, lunchroom, hall, and bus duties. Such duties shall occur during the teacher's regular school day.

5.061 ASSIGNMENT OF NON-TEACHING DUTIES:
Each Principal will develop a rotating list at the beginning of each school year so as to schedule bargaining unit members to such responsibilities as equitably as possible. No assigned responsibility(ies) may be changed by a bargaining unit member without the building principal's approval.

5.07 CLASS SIZE AND LOAD:

The Board shall strive to maintain a minimum class size considering the needs of the students, the needs of the faculty, and funding available. The goal of class size in the District is as follows:

5.071 SELF-CONTAINED CLASSROOMS:

Teachers of self-contained classrooms, including K-5, may teach no more than thirty (30) students per day.

5.072 REGULAR ACADEMIC CLASSES GRADES 6-12:

Teachers of other regular academic classes, such as are found at the secondary level, may be required to teach no more than one hundred fifty (150) students per day.

5.073 CLASS SIZE COMMITTEE:

A committee of teachers, administrators and Board members will meet and attempt in good faith to work out an equitable solution. This shall be an attempt to problem-solve and shall not be considered negotiations. The committee shall meet when a class size meets or exceeds thirty (30) students but such meeting shall occur no later than October 15. Options to be considered may include: Aide assistance proportionate to class size, student peer program if offered and available, special education teacher in classroom with inclusion students, etc. However, the Board is not obligated to implement any option should it determine that there exists a legitimate reason to deviate from the class size/load mentioned herein.

5.074 STUDENT ASSIGNMENTS:

Teachers shall have the opportunity for input into the assignment of students at each grade level.

5.08 TEACHER FACILITIES:

Each school should have an adequate room set aside for the exclusive use as a teachers' lounge and/or work center. Each school should have at least one restroom set aside for the exclusive use of adult staff members.

5.09 TEACHING MATERIALS:

Each teacher should be properly equipped with those materials necessary to adequately teach the students assigned to that teacher. This includes, but is not limited to, enough seating and texts to meet the number of students in the room.

5.10 COMMITTEES:

5.101 STUDENT DISCIPLINE COMMITTEE:

Student discipline issues shall be handled on a building-by-building basis with input from teachers. Such input shall be given every consideration. Problems with student discipline that cannot be resolved at the building level may be brought to the Labor-Management Committee.

5.102 SPECIAL NEEDS MEDICAL PROCEDURES COMMITTEE:

The Board and the Association will establish a joint committee to discuss special needs students and medical procedures. The committee will consist of teachers, administrators and at least one Board member. The recommendations of the committee are advisory. The committee will meet after the school day.

5.103 LABOR-MANAGEMENT COMMITTEE:

The Board and the Association agree to meet after the school day on a monthly basis to discuss matters of mutual concern. The parties shall meet on the fourth Tuesday of the month except as otherwise mutually agreed. The President of the Association and the Superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Tuesday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting need be held. This does not limit the parties agreeing to meet to discuss items that may arise after the agenda deadline. No more than four (4) persons shall represent each party which should include the President of the Association and the Superintendent. Either party may invite Board members to participate. To facilitate Board member participation in the LMC meeting, the parties shall have the option to meet 1-1/2 hours before a regularly scheduled or special Board meeting.

5.104 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC):

5.1041 PURPOSE:

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities. The LPDC shall review and be knowledgeable of the entry year program as established by the District and teachers in accordance with the *Ohio Revised Code* and the rules and regulations as established by the Ohio Department of Education.

5.10411 TEACHER/ADMINISTRATOR INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN:

The LPDC shall be responsible for the design of the process for submitting an individual professional development plan for license

renewal or upgrade. The plan shall be based on the needs of the educator, the students, the school, and the School District.

5.1042 LPDC STRUCTURE:

The LPDC shall be comprised of a total of seven members, four (4) of whom shall be teachers and three (3) of whom shall be administrators.

5.10421 SELECTION OF TEACHER MEMBERS ON LPDC:

The four (4) teacher members shall be elected by Association members from among Association members. The election shall require a simple majority.

5.10422 TEACHER MEMBER TERMS OF OFFICE ON LPDC:

The four (4) teacher members shall serve a term of three (3) years, on a staggered basis as determined by the Association. A teacher member may succeed himself/herself if so elected in accordance with Section 5.10421.

5.10423 SELECTION OF ADMINISTRATOR MEMBERS ON LPDC:

The three (3) administrator members shall be selected by the Superintendent.

5.1043 LPDC OPERATING PROCEDURES:

Members of the LPDC shall elect a chairperson at the first meeting. Additionally, LPDC members shall determine its operating procedures and meeting schedule by consensus. Where consensus is not possible, a vote of 70% of the full membership of the LPDC shall be required for action.

5.1044 APPEALS COMMITTEE:

The LPDC Appeals Committee shall be comprised of five (5) people who shall be three (3) at large teacher members selected by the Association President, an alternate administrator member appointed by the Superintendent, and the Superintendent or designee. The decision of the LPDC Appeals Committee shall be final and binding. However, a bargaining unit member shall retain the right to initiate appropriate legal action relating to allegations of unlawful discrimination.

5.10441 APPEALS PROCESS:

The Board and the Association agree to meet to bargain the appeals process within thirty (30) days of publication of the Department of Education regulations/guidelines on LPDC appeals.

5.1045 CONFIDENTIALITY

All members of the LPDC and the LPDC Appeals Committee shall keep confidential all discussion, actions, materials and other information.

5.1046 LPDC MEMBER COMPENSATION:

A teacher member of the LPDC shall receive released time during the school year as determined by the LPDC. Additionally, each teacher LPDC member shall receive an hourly rate of twenty-five dollars ($25.00) for LPDC activity as determined by the LPDC outside of the regular school day. The maximum payment in any fiscal year shall be one thousand one hundred and fifty dollars ($1,150.00) per LPDC member.

5.1047 TUITION REIMBURSEMENT

The LPDC shall have the authority to oversee and implement the Tuition Reimbursement process as described in Article 9.07. The LPDC shall elect one person from the committee to answer questions concerning the program and collect, manage and coordinate the paperwork for matters related to the tuition reimbursement process. (The committee chairperson shall not be eligible for this position.) This person shall be paid the LPDC hourly rate as described in Article 5.1046 for all work outside of the regular LPDC meetings to administer this program. This payment shall be over and beyond the regular LPDC member compensation and shall not be subject to the $1,150 maximum payment.

5.11 PARENTAL COMPLAINT POLICY:

Should the Board or an administrator receive a parental complaint concerning a teacher, the following process shall be used, unless Board Policy requires separate processes (e.g. Title IX, harassment, discrimination, abuse, etc.):

5.111 BUILDING LEVEL/WRITTEN COMPLAINT:

If a parent has a complaint, the parent shall be encouraged to talk to the teacher regarding the complaint. If the parent refuses to meet with the teacher, the parent shall be encouraged to put the complaint in writing. Once the complaint has been put in writing, the administrator will then set up a meeting for the parent to meet with said administrator and the teacher in an effort to resolve the complaint within five (5) calendar days. Prior to the meeting the administrator shall meet with the teacher to discuss the complaint.

5.112 SUPERINTENDENT LEVEL:

If after the meeting the parent still has a complaint, or if the parent has refused to meet with the teacher, he/she may request a second meeting with the teacher, the building principal, and the Superintendent, to attempt to resolve the complaint. Prior to meeting with the parent, the administrator shall meet with the teacher to discuss the complaint. If the parent fails to meet with these persons, the complaint shall be considered null and no official action shall be taken.

5.113 REPRESENTATION:

Any party may elect to be represented at any or all of the above meetings.

5.12 DRUG-FREE WORKPLACE POLICY:

No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and State law, in the workplace.

5.121 DEFINITION OF WORKPLACE:

"Workplace" is the site for the performance of any work done in connection with the District. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities or any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school authorities.

5.122 EMPLOYEE NOTIFICATION REQUIREMENT:

As condition of employment, an employee convicted under any criminal drug statute for a violation occurring in the workplace as defined above shall notify his/her supervisor in writing within five (5) days of such conviction.

5.123 STANDARDS OF CONDUCT:

Employees will be given access to the District's standards of conduct and the statement of disciplinary sanctions and will be notified that compliance with the standards of conduct is mandatory. Employees who violate these standards shall be subject to disciplinary proceedings in accordance with prescribed school District administrative regulations, local, State and federal laws and/or the agreement, up to and including termination. Any employee in violation of this policy may be required to participate in a drug-abuse assistance or rehabilitation program approved by the Board.

5.124 DRUG-FREE AWARENESS PROGRAM:

Employees will be provided the opportunity to participate in a drug-free awareness program to inform them of requirements, services and penalties.

5.125 DRUG AND ALCOHOL COUNSELING LISTS:

Annually, employees will receive a list of local drug and alcohol counseling, rehabilitation and re-entry programs and services which are available in the community. Lists will also be available in the central office.

5.126 COMPLIANCE WITH LAW:

If it is determined that this policy does not comply with federal regulations, the parties will bargain a new article pursuant to the procedure in Article 10.01, Contrary to Law.

5.13 PROFESSIONAL DRESS CODE:

All teachers shall maintain a professional appearance during the course of the school day. The Superintendent shall address all concerns as to the professional appearance of any teacher and this shall be done on an individual basis.

5.14 STUDENT HEALTH AND MEDICAL PROCEDURES:

In accordance with Board policy, no bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description, when standing in loco parentis or when the teacher volunteers and is authorized by the Board.

5.15 HEALTH AND SAFETY:

The Board shall be in compliance with the Public Employment Risk Reduction Act (PERRA) (ORC 4167), and all amendments thereto. Procedures for filing a complaint and other operations under PERRA shall be placed in the teacher handbook.

5.16 SCHOOL CALENDAR

No later than March 1, the Superintendent or designee shall develop two (2) calendars to be submitted to the Association. The Association shall indicate to the Superintendent within thirty (30) days of receipt of the proposed calendars as to which proposal received the most votes.

5.17 RELEASE TIME

The Board will schedule no less than four (4) times per year a two (2) hour early dismissal for students. Teachers will be required to remain at school as during their normal work day. The scheduling of at least four (4) of these two (2) hour early dismissal times shall be at or near the conclusion of each grading period. During this time, the teachers shall have independent time to be utilized to catch up on their work for time spent for record keeping, grade reporting, and/or to accomplish any other work the teacher needs to complete. In addition to the above, the Board may schedule late arrival or early dismissal times for the purposes of professional development.

5.18 KEYS AND BUILDING ACCESS

Upon request, teachers shall be provided with the necessary card/keys and security code to access their building, room(s), copy room, and work center(s) to continue work after normal school hours in the evenings and on weekends. All such access is subject to building availability as determined by the building administrator. Such card/keys and security codes are the teacher’s responsibility upon issuance. Lost card/keys may be replaced, at cost, to the teacher and should be reported immediately.

ARTICLE VI – EMPLOYMENT PRACTICES

6.01 OFFICIAL PERSONNEL FILE POLICY:

Only one official personnel file shall be maintained for each employee at the administrative office. All file entries shall be signed and dated by the supervisor submitting the entry. The employee shall receive a copy when the entry is made. To the extent permitted by law, the file shall contain a record of those who reviewed the file and the date of the review. Within a twenty-four (24) hour work period following a bargaining unit member's request to review the contents of his/her Central Office personnel file, he/she shall be allowed to review such file in the presence of some administrator or other designated administrative personnel.

6.011 RESPONSE AND REMOVAL OF MATERIALS FROM FILE:

The bargaining unit member may request that objectionable material be removed from the file. The employee shall also have the right to rebut or add written comments to any information in the file.

6.012 FILE CONTENTS:

The file shall be limited to work performance, accommodations or awards, discipline and routine personnel data. No misleading, inaccurate, invalid information or anonymous documents shall knowingly be included in the file. Parental complaints shall not be included in the file.

6.02 EVALUATION:

All bargaining unit members meeting the statutory definition of teacher pursuant to the Ohio Revised Code shall be evaluated in accordance with the Board adopted evaluation policy (OTES/OSCES) outlined by Ohio Department of Education and any memoranda of understanding entered into by the parties, following the timelines established pre Ohio Revised Code 3319.111 C.1 and 3319.113.

Bargaining unit members who do not meet the statutory definition of teacher shall be evaluated according to this Article. Those members shall be observed and evaluated using the same timelines and frequency for OTES/OSCES teachers as set forth in the Board adopted evaluation policy and any memorandum of understanding entered into by the parties unless there is another state prescribed evaluation process (i.e. Guidance Counselor and Ohio Counselor Evaluation System).

It is agreed that any complaints regarding violations of either this Article or the Board adopted evaluation policy shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code Section 3319.11 with which this provision is in conflict.

6.021 EASTERN LOCAL SCHOOL PHILOSOPHY:

Education is concerned with improving and maintaining all phases of social living. The school is designed to give each individual opportunities and guidance for growth, and thus, by concentrating on the preservation and improvement of the individual, develop the abilities and characteristics essential to effective social living in a democracy.

6.022 PURPOSE:

A. To improve the educational program in relation to student needs.
B. To help teachers maintain and improve teaching skills.
C. To provide documentation of teacher competency to assist in determining placement, promotion or dismissal.

6.023 REPRESENTATION:

Each teacher or evaluator is entitled upon request to representation of his/her choice at any or all conferences in this process. Either party must notify the other in advance if they request representation.

6.024 EVALUATORS:

Building principals will conduct the evaluations of all teachers; however, a teacher shall have the option of asking for an additional evaluation by another person in the district, such as department head, county supervisor, or other instructional leaders if the previous evaluation notes a deficiency. In the event the building principal is unable to perform the evaluations, a certified evaluator agreed upon by the Association and the Board may complete the evaluations.

6.025 SIGNATURES:

The teacher will sign/pin the evaluation form. His/her signature/pinning does not indicate approval or disapproval of evaluation, only that it has been reviewed with the evaluator.

6.026 EXTENDED LEAVE ACCOMODATIONS

If a bargaining unit member up for contract renewal is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the bargaining unit member returns to work during the remainder of the school year.

If the bargaining unit member does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the member utilizing the past two observations/evaluations, and any disciplinary paperwork as applicable, which were completed prior to the teacher's absence, evaluations/observations from prior years if available.

6.03 CONTRACT SEQUENCE:

The initial employment contract of a bargaining unit member shall be for a term not to exceed one (1) year. Thereafter, if the bargaining unit member is not eligible for continuing contract status and is re-employed at the expiration of an expiring limited contract, the successor contract shall be for a term as follows:

First Contract	-	One Year Contract
First Renewal	-	One Year Contract
Second Renewal	-	Two Year Contract
Third Renewal	-	Three Year Contract
Subsequent Renewals	-	Five Year Contract

6.031 INTERRUPTION OF SEQUENCE:

Based upon the bargaining unit member's job performance, the Board may interrupt the above sequence once and issue either a one-year limited contract or a limited contract of lesser duration than that of a previous contract with stated reasons for improvement.

6.032 CONTINUING CONTRACT STATUS:

A bargaining unit member who has attained statutory requirements for continuing contract status may be offered a continuing contract at the end of the existing limited contract provided that he/she has notified the Superintendent of such eligibility on or before November 1 of the school year in which the limited contract is due to expire.

6.0321 ELIGIBILITY FOR CONTINUING CONTRACT

Eligibility for continuing contract shall be based upon state law. If a bargaining unit member will be eligible for the subsequent school year, the member shall notify the Superintendent no later than November 1 of his/her eligibility. Failure to notify the Superintendent shall result in a waiver of eligibility for the subsequent year, and may result in the bargaining unit member being awarded a limited contract. The member may withdraw his/her request up to the date of board action on his/her contract.

6.04 NON-RENEWAL OF LIMITED CONTRACTS:

For bargaining unit members who have actually worked two (2) years or more in the district, the non-renewal of his/her limited contract shall be based upon job-related performance as reflected in performance evaluations and educational objectives of the district.

6.041 NOTIFICATION OF NON-RENEWAL:

The bargaining unit member will be notified, in writing, on or before May 10 if his/her contract will be recommended for nonrenewal by his/her building principal and/or the Superintendent prior to action by the Board of Education. Such notification will be either by hand delivery with a witness present or by certified mail to the bargaining unit member's last known address on file in the Board Treasurer's office. It shall be the responsibility of the individual bargaining unit member to inform the Board Treasurer of his/her most current address, actual residing place, and telephone number.

6.05 EMPLOYEE DISCIPLINE:

The Superintendent shall use the following procedures to administer employee discipline. No employee shall be disciplined without just cause, due process, the right to representation, and compliance with the progressive discipline procedure set forth below:

1. Verbal warning (documented in employee's personnel file)

2. Written reprimand (including recommendations for improvement requiring mandatory compliance by employee)

3. One (1) day suspension without pay

4. Three (3) day suspension without pay

5. Termination (in accordance with the provisions of *Ohio Revised Code* 3319.16)

Based upon the severity of the situation, disciplinary action may warrant deviation from the above procedure. Discipline shall be commensurate with the offense.

Disciplinary action contained in an employee's personnel file shall not be used against the employee after two (2) years from the date of the action as long as no further similar infractions occur.

6.06 VACANCIES AND TRANSFERS:

6.061 DEFINITION OF DAY:

Unless stated otherwise, day shall mean calendar day.

6.062 VACANCIES:

6.0621 POSTING OF VACANCIES DURING THE SCHOOL YEAR:

The Board shall email notification of vacancies to each member at his/her district email address and shall not fill the position for a period of five (5) days following determination by the Board that a vacancy exists. The Board will post on the district website notification of vacancies. The “One Call” system will be used to notify members that such a posting exists for all administrative and certified positions during summer break.

6.0622 BARGAINING UNIT MEMBER CONSIDERATION:

Qualified teachers within the system may, during the respective posting period, apply for such positions and the Board shall give such teachers due consideration prior to filling the position with someone new to the system. In filling vacancies in the District, members of the bargaining unit shall be considered first on the basis of ability and/or performance. If these factors are equal, then seniority in the district, years of experience in the position, degree or hours of education in the position and responses to interviews shall be used to determine who will receive the position.

6.063 INVOLUNTARY TRANSFERS:

If no current qualified teacher applies for a vacancy, the Superintendent may initiate an involuntary transfer. Any teacher who is to be transferred shall be given fifteen (15) days written notice by the Superintendent unless the transfer occurs after August 1 of any school year.

6.0631 REASONS FOR TRANSFER:

If so requested by the teacher, he/she shall have a conference with the Superintendent to discuss the reasons why he/she is being involuntarily transferred. Written reasons for the involuntary transfer shall be provided upon request of the teacher.

6.0632 RESTRICTIONS ON INVOLUNTARY TRANSFER:

Involuntary transfers shall not be arbitrary, unreasonable or capricious.

6.0633 RIGHT TO TRANSFER UNDER ORC:

Nothing within this Article shall preclude the Superintendent's right to transfer under 3319.01 *Ohio Revised Code*, which decision shall be final, as long as the Superintendent follows the provisions of this Article.

6.0634 RELEASED TIME FOR TRANSFER:

If the transfer occurs during the school year, the teacher shall receive three (3) days of release time to adjust to the new assignment.

6.064 ADJUSTMENT OF GRADE LEVEL OR DEPARTMENT POSITIONS

If the position(s) in a grade level or department need to be reduced due to changing student enrollment, and if the number of certified staff is not being reduced per Article 6.07, Reduction In Force, the following procedure will take place:

The Building Administrator will schedule a meeting with all teachers in that grade level or department that may be affected by the realignment in positions. At that meeting, any teacher that is affected may volunteer to transfer into a newly created position, in which they are certified/licensed to teach, provided that the creation of this new position is a direct result of the adjustment of positions in the grade level or department. If no one volunteers to be reassigned, the teacher with the least seniority shall be involuntarily transferred to the newly created position in which they are certified/licensed to teach, provided that the creation of this new position is a direct result of the adjustment of positions in the grade level or department. Under these circumstances only, the newly created position would not be subject to the vacancy and posting provisions under Article 6.062, Vacancy.

Seniority as it relates to this article shall be defined as the length of continuous service as a certificated employee under regular contract in this district determined by the date of the board action/meeting at which the teacher was hired.

If two (2) or more teachers have the same length of continuous service, seniority will be determined by the date the teacher was hired in the district. Finally, any remaining ties will be broken by lot.

6.07 REDUCTION IN FORCE:

6.071 REASONS FOR REDUCTION IN FORCE:

If the Board determines it is necessary due to decreased enrollment, return to duty of regular teachers after leaves of absence, the suspension of school or territorial changes affecting the District, or financial reasons, to reduce the number of certified staff positions, the following procedure shall be followed:

6.072 SUSPENSION OF CONTRACTS:

Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. In making any such reduction, the school board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

On a case by case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

To avoid disruption of the academic process for students and staff, every effort shall be made for all reductions to occur at the beginning of the school year. The Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association and to all teachers so affected at least thirty (30) calendar days prior to the effective date of the RIF. Those contracts to be suspended will be chosen as follows:

6.0721 SENIORITY BY AREA OF CERTIFICATION, CONTRACT STATUS:

All members of the bargaining unit will be placed on a district wide seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. A copy of the seniority list will be made available to the Association upon request.

6.0722 SENIORITY DEFINED:

Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district determined by the date of the board action/meeting at which the teacher was hired.

6.07221 SENIORITY STATUS WHILE ON LEAVE:

Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

6.07222 TIE IN SENIORITY:

If two or more teachers have the same length of continuous service, seniority will be determined by the date on which the staff member was hired. Any remaining ties will be broken by lot.

6.07230. DISPLACEMENT RIGHTS:

If a teacher who is reduced in force has another area of licensure, the reduced teacher may displace the least comparable teacher in the additional area of licensure. If all of the teachers in the additional area have the same comparability rating, the reduced teacher may displace the least senior teacher in the additional area of licensure.

Comparability shall be defined as follows:

a. All teachers/counselors rated as accomplished or skilled on the OTES 2.0/OSCES rubric shall be deemed comparable, all teachers/counselors rated developing shall be comparable, and all teachers/counselors rated ineffective shall be deemed comparable. Comparability shall be determined based upon the teacher/counselor performance rating only.

6.073 RECALL RIGHTS:

Teachers on the recall list will have the following rights:

6.0731 TIME ON RECALL LIST:

The names of teachers whose contracts are suspended in a reduction-in-force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction.

6.0732 NO NEW TEACHERS:

No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy.

6.0733 ORDER OF RECALL:

Teachers on the recall list will be recalled in reverse order of reduction for vacancies in areas for which they are certificated.

6.0734 NOTICE OF RECALL:

If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond, in writing, to the district office within ten (10) calendar days of the date postmarked on the announcement. The most senior of those responding will be given the vacant position.

6.07341 FORFEITURE OF RECALL RIGHTS:

Any teacher, who fails to respond within fourteen (14) calendar days except the month of August which should be seven (7) days, or who declines to accept the position, will forfeit all recall rights.

6.07342 REINSTATEMENT RIGHTS UPON RECALL:

A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

6.074 EXPIRATION OF RECALL:

Teachers whose contracts are suspended beyond the twenty-four (24) month period shall receive a written letter from the Superintendent stating that the reason for said suspension was due to a reduction-in-force only.

6.075 RIGHTS TO SUBSTITUTE EMPLOYMENT:

Any staff member placed on the recall list shall be placed at the head of the substitute list, if he/she so requests in writing.

6.076 LIMITATIONS ON FILLING OF VACANCY:

This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures of the District.

6.08 EMPLOYEE/STUDENT ATTENDANCE AT EASTERN LOCAL SCHOOLS:

The children of employees will be able to attend Eastern Local Schools through the open enrollment policy of the board of education and will be given priority for enrollment. If there is not an open enrollment policy, children of employees may attend tuition free if there is space available for them to do so as determined by the Superintendent by August 1. Employees must apply for the admission of their children prior to the start of each school year. Children who have been suspended or expelled from another school, private or public, during the prior or current school year will not be accepted. If a student is handicapped, the parents will pay the cost of educating the child in excess of the statutory tuition rate of the Eastern Local School District.

ARTICLE VII – LEAVES OF ABSENCE

7.01 SICK LEAVE:

7.011 SICK LEAVE ACCUMULATION:

Each bargaining unit member shall be allowed to accumulate sick leave at a rate of one and one-fourth (1-1/4) days per month to a total of fifteen (15) days per year. The number of days accumulated sick leave shall be two hundred and thirty five (235) days**.**

7.012 ADVANCEMENT OF SICK LEAVE:

Days used shall be deducted from those accumulated, except that when a bargaining unit member has not accumulated leave, the Board will advance him/her up to five (5) days sick leave per school year. This advance shall be repaid as the teacher earns additional leave.

7.013 NOTICE OF USE OF SICK LEAVE:

The bargaining unit member shall give advance notice of intent to use such sick leave prior to the beginning of the work day, and in any case, shall file with the Superintendent, through Aesop or other designated program, notification of all such use of this leave. After five (5) consecutive work days of absence, a doctor's note shall be submitted within ten (10) days of return to work.

7.014 USE OF SICK LEAVE:

Sick leave shall be used for absences due to:

A. Personal illness, illness due to pregnancy, or physical injury;

B. Exposure to contagious diseases which could be communicated to other employees, and children;

C. Illness, injury or death in the immediate family;

D. Death other than in the immediate family to a maximum of two (2) days unless an extension is approved by the Superintendent.

7.015 IMMEDIATE FAMILY DEFINED:

Immediate family is defined as spouse, parents, children, siblings, grandparents, grandchildren, in-laws, foster children or other relatives living in the bargaining unit member's legal residence.

7.016 TRANSFER OF SICK LEAVE:

A teacher who has accumulated sick leave within the past ten (10) years while in the employment of another public agency in Ohio, shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of two hundred (200) days. A properly certified record of such accumulated sick leave must be presented to the Board Treasurer. This provision is intended to supersede any conflicting provision of Ohio Revised Code Section 3319.141.

7.017 FALSIFICATION OF SICK LEAVE:

Falsification and/or misuse of sick leave shall be grounds for suspension, termination of contract and/or reprimand.

7.018 STATEMENT OF SICK LEAVE BALANCE:

Direct Deposit Notice shall reflect the bargaining unit member's sick leave accumulation and personal leave accumulation. Such accumulation shall be updated not more than once per month.

7.02 SICK LEAVE BANK:

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness or death to contributors to the bank who have exhausted their accumulated sick days. Allotments will be limited to participating employees for use only in cases of illness, injury, non-elective surgery occurring under unusual, severe or emergency conditions or death as determined by the Sick Leave Bank Committee (SLBC).

ENROLLMENT: Employees may enroll in the Sick Leave Bank during the month of September of each school year or at the time of hire. (Form available in district offices)

CONTRIBUTION REQUIREMENT: Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

PARTICIPATION: Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SLBC) of his/her intent to withdraw.

SICK LEAVE BANK COMMITTEE: The Sick Leave Bank Committee shall be composed of the Superintendent or his/her designee and three (3) participating members appointed by the Association President for one (1) year terms.

SLBC RESPONSIBILITIES: The SLBC shall review and approve or deny all applications to the Sick Leave Bank. The SLBC shall also determine the necessity for additional contributions to the bank and shall notify bank members of the need for said contributions. The SLBC shall be responsible

for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SLBC are final.

MODIFICATIONS: The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

GENERAL PROCEDURES:

A. An application (Form available in district offices) for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the bank. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition of such application, agree in writing to the following:

I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the SBC. All decisions of the SBC will be final and binding and are not subject to the grievance procedures. I further agree to abide by such decision and to indemnify and hold harmless the Eastern Brown Local School District Board of Education, the Association, the Sick Leave Bank Oversight Committee, and their agents, for any loss they may sustain as the result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

B. Allotments will be limited to use for personal illness or serious illness or death in the immediate family. A doctor's statement or death notice is required with the application in order for the request to be considered

C. An application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances, and personal leave.

D. Days allotted from the Sick Leave Bank will be paid 100% of the member's daily rate of pay.

E. Once qualified to receive an allotment from the bank, the lifetime maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of workdays. The maximum number of days a member may use per occurrence shall not exceed fifteen (15) days. Allotments shall be renewed, upon request from the member and approval of the SLBC.

F. Allotments from the Sick Leave Bank shall commence on the first day of absence for which the member has no accumulated or Board-advanced sick leave or personal leave.

G. Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

H. Days may not be received from the bank for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SLBC.

I. Days may not be received from the bank for absences due to disabilities which qualify the member for workers compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

ASSESSMENTS: Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SLBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

7.03 PERSONAL LEAVE:

Personal leave used in accordance with this Article shall not result in a deduction in pay for the employee.

7.031 PERSONAL LEAVE ACCUMULATION:

Each bargaining unit member shall be granted annually three (3) days unrestricted paid personal leave. Members may "roll over" up to two (2) unused personal days to the next school year and carry a balance of up to five (5) personal days. Employees will still have the option of converting personal days into sick days.

7.032 NOTICE OF USE OF PERSONAL LEAVE:

Advance notice of five (5) days shall be given to the principal, except in emergency situations.

7.033 LIMITATIONS ON USE OF PERSONAL LEAVE:

Personal leave days shall not be taken for any of the following:

a. During the first five (5) contracted days or the last contracted day of work. Exceptions may be made by the Superintendent.

b. The day before or the day after a holiday or vacation/school recess.

c. For employment elsewhere.

d. To seek employment elsewhere.

7.034 DENIAL OF USE OF PERSONAL LEAVE:

The Superintendent may deny personal leave if the principal is unable to schedule a substitute. In case of demonstrated emergency, the Superintendent may waive this rule.

7.035 MINIMUM USE OF PERSONAL LEAVE:

Personal leave shall be used in full day increments unless the Principal approves a one-half (1/2) day increment in advance.

7.036 PERSONAL LEAVE NON-USE INCENTIVE:

Any unused personal leave days shall be converted to sick leave at the end of the school year.

7.04 DOCK DAYS:

Upon request of the bargaining unit member, dock days will be exclusively governed by the Superintendent.

7.05 PROFESSIONAL LEAVE:

Each teacher shall be allowed annually to use up to two (2) days paid professional leave at the employee's request for purposes of professional improvement and development, upon approval of the Superintendent and Principal. Such approval shall not be unreasonably denied. Such professional leave request shall be for workshops, meetings, or other events directly related to the bargaining unit member's teaching assignment. In addition, the Board may request bargaining unit members to attend conferences, workshops or seminars on behalf of the District. (Appendix F)

7.051 BOARD-REQUESTED PROFESSIONAL LEAVE:

Additional professional improvement and development workshops or seminars scheduled for bargaining unit members by an administrator or principal shall not reflect on the two (2) professional days defined above.

7.0511 REIMBURSEMENT OF BOARD-REQUESTED PROFESSIONAL LEAVE EXPENSES:

The Board shall reimburse a staff member who uses Board-requested professional leave for all actual and necessary expenses.

7.052 EMPLOYEE-INITIATED PROFESSIONAL LEAVE:

7.0521 EMPLOYEE-INITIATED PROFESSIONAL LEAVE REQUEST PROCESS:

Notice of an employee-initiated request shall be submitted to the Superintendent at least one (1) week in advance of the regular Board meeting prior to the conference or workshop. The employee-initiated request shall be on the form contained in the District Offices.

7.0522 REIMBURSEMENT OF EMPLOYEE-INITIATED PROFESSIONAL LEAVE EXPENSES:

The Board may reimburse a staff member who used employee-initiated professional leave for all actual and necessary expenses. Mileage shall be reimbursed up to a maximum of two hundred and fifty (250) miles total (round trip) or its equivalent for travel. The Board may approve mileage reimbursement above the 250 miles or its equivalent at its discretion. Such reimbursement shall not be unreasonably denied and once Board approved, the expenses shall be paid.

7.0523 LIMITATION ON EMPLOYEE-INITIATED PROFESSIONAL LEAVE FUNDS:

The Board commits to providing funding for employee-initiated professional leave opportunities. Any additional monies approved by the Board shall not increase the funding amount in succeeding years of this Agreement.

7.0524 LIMITATION ON NUMBER OF PERSONS PER PROFESSIONAL LEAVE OPPORTUNITY:

The Board will generally not approve more than one (1) bargaining unit member to attend the same conference, workshop or seminar. However, the Board may approve more than one (1) person to attend when bargaining unit members provide appropriate rationale for more than one (1) person to attend the professional leave opportunity. Such approval shall not be unreasonably denied.

7.053 ATHLETIC TOURNAMENTS:

Athletic tournaments shall be considered employee-initiated professional leave.

7.06 CHILD CARE LEAVE:

7.061 NOTICE FOR USE OF CHILD CARE LEAVE:

A certificated staff member who wishes to remain home with a newly born child shall file a request with the Superintendent at least sixty (60) days prior to taking the expected unpaid leave. A certificated staff member who adopts a child shall provide as much notice as possible to the Superintendent for the request for unpaid child care leave.

7.062 LENGTH OF CHILD CARE LEAVE:

The Board will grant an unpaid child care leave for the remainder of the school year in which the leave is requested and/or for the next succeeding semester provided the request is made and the leave begins after March 1. If the request is made and leave begins prior to March 1, the leave may be for the remainder of the school year in which the leave is requested.

7.063 REINSTATEMENT RIGHTS:

A teacher returning from child care leave shall be assigned to the position which the teacher held at the time of going on child care leave, if available, or to a similar position for which he/she is certificated.

7.07 JURY DUTY/MANDATORY COURT APPEARANCE

When a bargaining unit member is called for jury service or mandatory court appearance by subpoena, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the teacher his/her regular pay. The bargaining unit member shall surrender his/her per diem (excluding transportation, meals, and room) for court services to the Treasurer of the Board. It is the responsibility of the bargaining unit member to collect for his/her court services and remand such to the Board Treasurer. This section does not apply if the bargaining unit member is a party to the action.

7.08 ASSAULT LEAVE:

Assault leave (at no loss of pay) will be available to all bargaining unit members of the District subject to the following provisions:

7.081 ASSAULT LEAVE FOR PHYSICAL INJURY:

The bargaining unit member must be unable to physically perform his/her contractual duties because of a physical injury caused by an unjustified physical attack on said individual as a result of his/her performance of contracted duties with the Board whether the attack occurs on or off school property.

7.082 REQUEST FOR USE OF ASSAULT LEAVE:

A request for assault leave shall be made on the appropriate form which shall include the following information:

A. The nature of the injury.

B. The date, time, and place of the occurrence.

C. Identification of the individual or individuals causing the assault (if known).

D. Facts and circumstances surrounding the assault.

E. A certificate from a licensed physician describing the nature of the physical disability and its probable duration.

7.0821 WRITTEN APPLICATION FORM

The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical. No assault leave may be approved prior to receipt of the written, completed application form.

7.083 BOARD-REQUESTED EXAMINATION:

The bargaining unit member, if requested, shall consent to an examination at Board expense by a Board-designated physician at a reasonable time and place.

7.084 BOARD DETERMINATION OF ASSAULT LEAVE USE:

The Board shall be responsible for determining the applicant's eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form, and the physicians' certification(s) of the need for such assault leave and the mandatory deposition as referenced in Article 7.089.

7.085 ASSAULT LEAVE MAXIMUM:

Assault leave will be limited to a maximum of fifteen (15) working days per school year and is not chargeable to sick leave or personal leave.

7.086 EXHAUSTION OF ASSAULT LEAVE:

If upon the exhaustion of the allowed assault leave days, the individual is unable to perform his/her contractual duties, he/she may apply for sick leave, workers' compensation (if eligible), an unpaid leave of absence, or disability retirement.

7.087 ASSAULT LEAVE NON-ACCUMULATIVE:

Assault days are non-accumulative from one school year to the next.

7.088 FILING OF CRIMINAL CHARGES:

The unit member may file criminal charges against the perpetrator.

7.09 UNPAID LEAVE OF ABSENCE:

Any bargaining unit member shall be granted an unpaid leave of absence for verified reasons of health, and may be granted such unpaid leave for other reasons upon approval of the Board, up to a period of two (2) consecutive school years.

ARTICLE VIII – COMPENSATION

8.01 SUPPLEMENTAL SALARY:

The supplemental salary schedule adopted for this contract is found in Appendix A.

8.011 SUPPLEMENTAL EXPERIENCE COLUMNS:

The Supplemental Salary Schedule shall provide for experience in that respective supplemental position. The experience columns shall begin with a base for each Class. The index for each column shall begin with the base, increasing by .04 up through the 11-12 column. The index for columns 13-14, 15-16, 17-18, and 19-20 shall increase by .10 and the index for column 21+ shall increase by .15. The experience column and (index) area as follows:

0-2 years experience (base); 3-4 year experience (1.04); 5-6 years experience (1.08); 7-8 years experience (1.12); 9-10 years experience (1.16); 11-12 years experience (1.20); 13-14 years experience (1.30); 15-16 years experience (1.40); 17-18 years experience (1.50); 19-20 years experience (1.60); and 21+ years experience (1.75).

8.02 SALARY AND SALARY SCHEDULE:

Salary Increase:

2024/2025	4.5% base increase
2025/2026	4.0% base increase
2026/2027	3.0% base increase

8.03 MA + 15 column:

There shall be a MA + 15 column. The index shall begin at 1.1500 and each increment shall be computed at .055.

8.04 SALARY SCHEDULE PLACEMENT:

A teacher shall be placed on the appropriate step and column of the salary schedule. Such placement shall be commensurate with the training and experience of the teacher.

8.05 MOVEMENT ON SALARY SCHEDULE:

Teachers shall receive movement on the salary schedule only at the beginning of the school year.

8.06 NOTIFICATION TO TREASURER FOR SALARY SCHEDULE MOVEMENT:

It shall be the responsibility of the teacher to notify the Treasurer of the Board (and the Treasurer of the Brown County ESC) by September 15 of the additional training which would permit movement on the salary schedule.

8.07 OUT-OF-STATE SERVICE CREDIT:

The Board shall determine the amount of service credit which will be allowed potential out-of-state teachers.

8.08 PAYROLL PRACTICES:

Effective for the 2024/2025 school year, each teacher shall receive his/her paycheck in twenty-six (26) equal installments.

Effective for the 2025/2026 school year, each teacher shall receive his/her paycheck in twenty-four equal installments on the 5th and 20th of each month. If the pay day falls on a holiday, Saturday or Sunday, the teacher shall receive his/her paycheck on the Friday prior.

8.081 REPORTING OF EARNINGS:

Earnings reported to STRS shall include all income paid to each employee. In addition, all income shall be taxed to avoid problems for employees when filing their income taxes.

8.082 DIRECT DEPOSIT:

All employees will be paid by direct deposit.

ARTICLE IX – FRINGE BENEFITS

9.01 HOSPITALIZATION AND MAJOR MEDICAL:

The Board of Education shall offer the hospital plans available through the Brown County Benefit Consortium and the Board of Education shall pay 88% in 2024/2025, 87.5% in 2025/2026, and 87% in 2026/2027 of the premiums of the single and family premiums. The parties agree that the insurance plan offered in accordance with this section shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code Chapter 3306.

9.011 HUSBAND AND WIFE BOTH EMPLOYEES OF DISTRICT:

In the case that husband and wife are both employees of the District, only one family plan or two single plans may be elected. No other combination will be accepted. No opt-out

payment outlined in 9.012 will be considered for a husband and wife taking insurance pursuant to this section.

9.012 INSURANCE INCENTIVE PROGRAM (OPT-OUT):

9.0121 NOTIFICATION OF OPT-OUT:

Each member must notify the Board Treasurer by October 31st in writing of his/her intent to opt out of the insurance program.

9.0122 DURATION OF OPT-OUT:

Each member opting out of the program must remain out of the program for the entire plan year in which he/she opts out and must be actively employed by the District and eligible for insurance benefits according to the Agreement and insurance contract.

9.0123 FAMILY COVERAGE OPT-OUT PAYMENT:

Persons opting out who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting out shall be paid $2,500 annually for each year opting out.

9.0124 SINGLE COVERAGE OPT-OUT PAYMENT:

Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be paid $1,000 annually.

9.0125 REIMBURSEMENT RESTRICTIONS:

Persons opting out will be reimbursed only under 9.0123 or 9.0124 above.

9.0126 SCHEDULE OF REIMBURSEMENT:

Each eligible member opting out of the Board approved insurance program shall be reimbursed in November after remaining out of the program.

9.0127 RE-ENROLLMENT IN BOARD INSURANCE DUE TO FAMILY CHANGE:

Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage through the voluntary or involuntary unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to re-enroll will be provided the Board Treasurer subject to the provisions of the contract with the carrier.

9.01271 OPT-OUT PAYMENT UPON RE-ENROLLMENT:

A bargaining unit member who opted-out of the insurance program and re-enrolls under 9.0128 shall be paid on a pro-rated basis for time in which they had opted out of the insurance.

9.0128 RE-ENROLLMENT IN BOARD INSURANCE AT EMPLOYEE OPTION:

Any bargaining unit member who elected to opt-out of the Board approved insurance program may enroll in the program subject to the provisions of the contract with the carrier.

9.02 IRS 125 PLAN:

The Board will offer all bargaining unit members a Section 125 Plan to shelter their insurance contributions.

9.021 PLAN 125 FLEXIBLE SPENDING ACCOUNT (FSA):

The Board will make available to any employee that requests, a 125 plan which includes a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills.

9.03 DENTAL INSURANCE:

The Board shall continue to pay 100% for a dental insurance plan with same coverage of the current plan. In the case of husband and wife both being employees of the District, only one policy may be elected.

9.04 TERM LIFE INSURANCE:

The Board shall continue to pay 100% of the premium for the existing term life insurance policy for each member of the bargaining unit. The face value of the policy shall be fifty thousand dollars ($50,000).

9.05 VISION INSURANCE:

The Board shall provide 100% of the premium for a vision plan providing no co-payments ($0 deductible), eye examination every 12 months, lenses and frames every 24 months, with provisions for necessary and elective contact lenses. In the case of husband and wife both being employees of the District, only one policy may be elected.

9.06 EARLY RETIREMENT INCENTIVE:

In addition to regular severance pay, certified teachers who retire the first year they are eligible to do so for unreduced benefits under the STRS guidelines for retirement will receive a bonus payment of $10,000 in addition to regular severance. Eligibility for this benefit shall be limited to teachers who retire their first year upon reaching eligibility to do so as set forth by the State Teachers Retirement System for Unreduced benefits.

A teacher must tender his/her resignation for retirement purposes to the Superintendent by April 1 and complete the school year in order to receive this benefit.

1. The full benefit of ten thousand dollars ($10,000) will be paid within thirty (30) days of verification that the employee is receiving retirement benefits from the State Teachers Retirement System; or if applicable, payment will be made once the accumulated leave documentation is completed.

9.07 TUITION REIMBURSEMENT:

The Eastern Local Board of Education agrees to budget funds to aide teachers in obtaining additional college training in an approved accredited college or university.

9.071 TEACHER TRAINING FUND:

An annual sum of twelve thousand dollars ($12,000) shall be appropriated for such fund, called the teacher training fund, for the purpose of reimbursement for courses offered by an accredited college or university.

9.072 COURSEWORK ELIGBILITY:

Courses taken must be of graduate level unless undergraduate courses are required for retaining certification.

9.073 APPROVAL OF LPDC:

A faculty member who enrolls in a course related to his/her employment responsibilities at an accredited college or university, with the approval of the LPDC, shall receive tuition reimbursement as provided herein from the Board upon the successful completion of such course.

9.074 REQUEST FOR REIMBURSEMENT:

Upon completion of the course, the required forms (Appendix F: Tuition Reimbursement Request form, grade report, and proof of payment) evidencing the course credits and amount paid, must be submitted to the LPDC via elsd.lpdc@elsd.us no later than October 30 to receive reimbursement. The bargaining unit member must be under contract with the Eastern Local School District at the time of reimbursement.

9.075 DISTRIBUTION OF TUITION MONEY:

The total number of semester hours requested annually for reimbursement by bargaining unit members shall be divided into the total amount of funding available per Section 9.071. This amount shall be the maximum reimbursed to each bargaining unit member per semester hour. In no event shall payment to any bargaining unit member exceed the actual cost per semester hour. Any monies unspent greater than $100 shall be added to the fund for the succeeding year. Any monies unspent less than $100 shall revert to the general fund. Reimbursement payment shall be made in a separate check with the first paycheck in December.

9.076 MAXIMUM REIMBURSEMENT:

In the interest of fairness to all, each teacher is limited to reimbursement for a maximum of six (6) semester hours in one (1) year (September through August).

9.08 SEVERANCE PAY:

An employee who retires shall be entitled to one-quarter (1/4) of his/her sick leave accumulation upon retirement through the State Teachers Retirement System (STRS). The maximum sick leave accrual will be two hundred and twenty (220) days for severance purposes.

9.09 STRS PICKUP UTILIZING THE SALARY REDUCTION METHOD:

The Board herewith agrees with the Association to STRS "pickup", utilizing the salary reduction method contributions to the STRS paid upon behalf of the employees in the bargaining unit, at no cost to the Board under the following terms and conditions:

9.091 AMOUNT OF PICKUP:

The amount to be "picked up" on behalf of each employee shall be no greater than the state mandated percent of the employee's gross annual compensation.

9.092 UNIFORM PICKUP:

The pickup percentage shall apply uniformly to all members of the bargaining unit.

9.093 RESTRICTIONS ON PICKUP:

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

9.094 PAYMENT FOR LEAVES UNDER PICKUP:

Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation, shall be based on the employee's gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

9.095 BARGAINING UNIT MEMBER RESPONSIBILITY FOR PICKUP:

Each bargaining unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

9.096 NULLIFICATION OF PICKUP PROVISION:

If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless by the Association and this Article of the agreement shall be declared null and void.

ARTICLE X – NEGOTIATIONS PROCEDURE

10.01 REQUEST FOR NEGOTIATIONS SESSIONS:

A written request for meetings will be submitted by the Association to the Superintendent or his/her designee or by the Superintendent or his/her designee to the President of the Association. This request shall be submitted on or before the one hundred and twentieth (120th) calendar day prior

to the expiration of this contract and negotiations shall start on or before the ninetieth (90th) calendar day prior to the expiration of this contract.

10.02 FIRST NEGOTIATION SESSION:

The first negotiations session will be held within fifteen (15) calendar days of the date the initial request of intent to bargain was received or a mutually agreed upon date.

10.03 NEGOTIATIONS ISSUES:

The subject matter to be considered for negotiations will be specified by the initiating party, in writing, at the time of notification.

10.04 EXCHANGE OF PROPOSALS:

At the first negotiations session, both parties shall mutually exchange their fully written proposals in such language as would be suitable for inclusion in any final document. After the first negotiations session, no new proposals may be introduced during the course of negotiations without the mutual consent of the parties.

10.05 SCHEDULING OF NEGOTIATING SESSIONS:

All subsequent negotiations sessions shall be scheduled by the negotiating teams. Either party may request to know the time and place of the next negotiations session prior to adjourning the session that is in progress. Meetings shall be scheduled during non-working hours. All negotiations sessions shall be in executive session unless otherwise mutually agreed upon by both parties in writing. Prior to the end of any negotiations session, there shall be agreement as to the time, place, and date of subsequent negotiations sessions until negotiations are completed in accordance with this section.

10.06 NEGOTIATIONS TEAMS:

Representation shall be up to six (6) representatives each for the Board and the Association.

10.061 CHIEF SPOKESPERSON:

Each party will designate a chief spokesperson who will address the issues placed on the table for negotiations.

10.062 PROTOCOL:

Both Association and Board negotiations team members shall have the right to address a single issue only after being recognized by the chief spokesperson.

10.07 USE OF CONSULTANTS:

The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions as may be necessary. The cost of such consultants shall be borne by the party requesting their services.

10.08 SUPPLYING OF INFORMATION:

Relevant data and supporting information, proposals and counter proposals will be presented.

10.081 FORM OF INFORMATION:

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

10.09 REPORTING TO RESPECTIVE CONSTITUENCIES:

During the period of negotiations, interim reports of progress will be made to the Association by its negotiations committee and to the Board by the Superintendent and/or the representative Board member. It shall be the responsibility of both parties to inform their respective memberships of the executive session nature of negotiations and that any information discussed must be kept confidential.

10.10 RELEASE TO MEDIA:

While negotiations are in progress, any release to the news media shall be approved by both negotiations teams prior to any release of such.

10.11 CAUCUS:

Upon the request of either party, the negotiations session shall be recessed to permit the requesting party a reasonable time to caucus. Caucuses shall not exceed thirty (30) minutes, unless extended by mutual agreement.

10.12 TIMELINE FOR AGREEMENT:

Items under negotiation must be resolved to the mutual satisfaction of both parties within fifty (50) calendar days of the first scheduled negotiations session. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the Disagreement Procedure outlined in Section 10.17 shall be implemented.

10.13 TENTATIVE AGREEMENT:

As tentative agreement is reached on each proposal, it shall be initialed by the Chief Spokesperson of each team, dated, and removed from further bargaining.

10.14 EXTENSION OF TIME LIMITS:

Any time limits established under this Article may be modified by mutual agreement of both parties.

10.15 DAYS DEFINED:

In Article 10, days shall mean calendar days unless specified otherwise.

10.16 AGREEMENT:

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification and to the Board for approval. Following ratification by

the Association and approval by the Board, the Agreement shall be signed by both parties. It shall be the responsibility of the Association to type the final Agreement.

10.17 DISAGREEMENT:

When either party declares impasse, the Federal Mediation and Conciliation Service will be called upon to assist the parties. Once mediation has been exhausted, the union shall have a right to strike pursuant to O.R.C. 4117.14 (D) (2). The impasse procedure of this contract shall be completed if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator. These timelines may be extended by mutual agreement.

10.171 MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE:

This constitutes the parties' entire mutually agreed dispute resolution procedure and supersedes the statutory procedures found in O.R.C. 4117.14.

10.18 GOOD FAITH:

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize such procedures as are provided by this Agreement.

10.181 DEFINITION OF GOOD FAITH:

Good faith involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived positions. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or to offer counter proposals. However, neither party is compelled to agree to a proposal or to make concessions. Good faith requires both parties to recognize negotiations as a shared process.

10.19 AUTHORITY TO BARGAIN:

While no final agreement shall be executed without ratification by the parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XI – EMPLOYMENT OF RETIRED TEACHERS

11.01 EMPLOYMENT OF RETIRED TEACHERS

Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Eastern Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Eastern Local Board of Education or not, will be offered employment. The district reserves the right to offer or not to offer such employment selectively, based on the needs of the district, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

11.02 SALARY

The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board not to exceed a maximum of ten (10) years. To the extent this provision shall be in conflict with Chapter 3317 or any other section of the

Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

11.03 INSURANCE

Individuals employed pursuant to this provision shall secure their health insurance coverage as provided by the collective bargaining agreement.

11.04 CONTRACT

Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

Each one-year contract shall automatically expire upon completion of the year and it shall not be necessary for the district to take formal action pursuant to Section 3319.11 of the *Ohio Revised Code* in order to terminate the employment relationship. The employment relations shall end upon the expiration of the contract in the same manner as a supplemental contract.

11.05 RIGHTS

Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
In the event of a reduction in force, the re-employed teacher will not be considered to have any seniority over any other teacher, although the re-employed teacher will be a member of the bargaining unit.

11.06 LEAVES

Teachers employed pursuant to this provision, upon initial employment, shall start with a zero-sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit.

11.07 TERMS

This provision shall supersede and replace Sections 3319.08, 3319.11, 3319.111, and Chapter 3317 of the *Ohio Revised Code.*

ARTICLE XII – EFFECTS OF THE AGREEMENT AND DURATION

12.01 CONTRARY TO LAW:

The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissible do so under *Ohio Revised Code* Section 4117.10 (A) shall not be affected by this Article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect. In such event, the parties agree to meet and negotiate within thirty (30) days after learning of the invalidity or unenforceability of the provision to negotiate a replacement for such provision.

12.02 MODIFICATION OF FORMS:

The Labor Management Committee (Article 5.104) shall review modify**,** and mutually agree on any and all changes to all forms referenced in the collective bargaining agreement prior to the printing of this agreement and then those changes will be placed into the contract as part of the agreement.

Each year thereafter, the LMC shall annually review these forms in October and may make modifications to these forms only if both parties mutually agree.

12.03 COMPLETE AGREEMENT (ZIPPER CLAUSE)

This agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each of them had the opportunity to make demands and proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement.

12.04 DURATION OF AGREEMENT:

Dates of the Agreement shall be July 1, 2024 through June 30, 2027.
In witness thereof, the following representatives do place their signatures.

For the Association

08/13/24
President / Date

Negotiating Team Member / Date

Negotiating Team Member / Date

For the Board

8/13/24
President / Date

8/13/24
Superintendent / Date

Kevin Kendall 8-13-24
Treasurer / Date

APPENDIX A – EASTERN LOCAL SUPPLEMENTAL SALARY 2024-2027

Eastern Local School District
Supplemental Salary Schedule
Effective for school year 2024-2027

EXPERIENCE #	0-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18	19-20	21 +
BASE	1.00	1.04	1.08	1.12	1.16	1.20	1.30	1.40	1.50	1.60	1.75
Class I	5,840	6,074	6,308	6,541	6,775	7,008	7,592	8,176	8,761	9,345	10,221
Class II	4,212	4,380	4,549	4,717	4,886	5,054	5,475	5,897	6,318	6,739	7,371
Class III	2,554	2,657	2,759	2,861	2,963	3,065	3,321	3,576	3,832	4,087	4,470
Class IV	2,156	2,242	2,328	2,415	2,501	2,587	2,803	3,018	3,234	3,449	3,773
Class V	1,424	1,481	1,538	1,595	1,652	1,709	1,852	1,994	2,137	2,279	2,493
Class VI	1,061	1,103	1,145	1,188	1,230	1,273	1,379	1,485	1,591	1,697	1,856
Class VII	891	927	963	998	1,034	1,070	1,159	1,248	1,337	1,426	1,560
Class VIII	776	807	838	869	900	931	1,008	1,086	1,164	1,241	1,358
Class IX	574	597	620	642	665	688	746	803	860	918	1,004
Class X	429	446	464	481	498	515	558	601	644	687	751

Consecutive years in same sport or as AD in district

Class I 7-12 Athletic Director

Class II Varsity Basketball

Class III Reserve Basketball, Senior High Cross Country, Varsity Baseball, Varsity Softball Varsity Volleyball, Varsity Soccer, Boys Senior High Track, Girls Senior High Track, Assistant Athletic Director

Class IV 7th Grade Girls Basketball*, 7th Grade Boys Basketball*,
8th Grade Girls Basketball*, 8th Grade Boys Basketball*,
Freshman Basketball, High School Cheerleading, Boys Golf, Girls Golf
Marching Band Assistant (two if 60 or more)

Class V Reserve Baseball, Reserve Softball, Yearbook, School Play, Reserve Volleyball

Class VI JH Boys Track*, JH Girls Track*, JH Cross Country,
7th Grade Volleyball*, 8th Grade Volleyball* Boys Bowling*, Girls Bowling*

Class VII Honor Society, Student Council, Junior Class*, Senior Class*,
High School Academic Team Archery Reserve Bowling

Class VIII Mock Trial, Middle School FFA competition advisor

Class IX 7th Grade Cheerleading*, 8th Grade Cheerleading*, JH Academic Team,
JH Student Council, Junior High Yearbook, Junior High Beta Club, Freshman volleyball (numbers dependent)

Class X 7th Grade Power of the Pen, 8th Grade Power of the Pen,
SADD, Freshman Class*, Sophomore Class*, Art Club, Choral Music

* Interchangeable within class

A Committee will be established by November 1, 2024, to review the supplemental salary schedule and any changes agreed to will bring a new supplemental schedule. The administration may have up to three members on the committee and the Association shall have up to three members on the committee.

APPENDIX B – EASTERN LOCAL SALARY SCHEDUL

Eastern (Brown) Local Certified Salary Schedule				
FY25	Effective 07/01/2024		BASE: $38,847	
STEP	BA	150 HOURS	MA	MA+15
0	38,847	40,789	42,732	44,674
	1.0000	1.0500	1.1000	1.1500
1	40,370	42,510	44,643	46,811
	1.0392	1.0943	1.1492	1.2050
2	41,893	44,231	46,554	48,947
	1.0784	1.1386	1.1984	1.2600
3	43,415	45,952	48,466	51,084
	1.1176	1.1829	1.2476	1.3150
4	44,938	47,673	50,377	53,220
	1.1568	1.2272	1.2968	1.3700
5	46,461	49,394	52,288	55,357
	1.1960	1.2715	1.3460	1.4250
6	47,984	51,115	54,199	57,494
	1.2352	1.3158	1.3952	1.4800
7	49,507	52,836	56,111	59,630
	1.2744	1.3601	1.4444	1.5350
8	51,029	54,557	58,022	61,767
	1.3136	1.4044	1.4936	1.5900
9	52,552	56,278	59,933	63,903
	1.3528	1.4487	1.5428	1.6450
10	54,075	57,999	61,844	66,040
	1.3920	1.4930	1.5920	1.7000
11	55,598	59,719	63,756	68,176
	1.4312	1.5373	1.6412	1.7550
12	57,121	61,440	65,667	70,313
	1.4704	1.5816	1.6904	1.8100
15	58,643	63,161	67,578	72,450
	1.5096	1.6259	1.7396	1.8650
18	60,166	64,882	69,490	74,586
	1.5488	1.6702	1.7888	1.9200
21	61,689	66,603	71,401	76,723
	1.5880	1.7145	1.8380	1.9750
24	63,212	68,324	73,312	78,859
	1.6272	1.7588	1.8872	2.0300
27	64,766	69,878	75,254	80,996
	1.6672	1.7988	1.9372	2.0850
30	66,320	71,432	76,808	82,550
	1.7072	1.8388	1.9772	2.1250

E

Eastern (Brown) Local Certified Salary Schedule				
FY26	Effective 07/01/2025		BASE: $40,401	
STEP	BA	150 HOURS	MA	MA+15
0	40,401	42,421	44,441	46,461
	1.0000	1.0500	1.1000	1.1500
1	41,985	44,211	46,429	48,683
	1.0392	1.0943	1.1492	1.2050
2	43,568	46,001	48,417	50,905
	1.0784	1.1386	1.1984	1.2600
3	45,152	47,790	50,404	53,127
	1.1176	1.1829	1.2476	1.3150
4	46,736	49,580	52,392	55,349
	1.1568	1.2272	1.2968	1.3700
5	48,320	51,370	54,380	57,571
	1.1960	1.2715	1.3460	1.4250
6	49,903	53,160	56,367	59,793
	1.2352	1.3158	1.3952	1.4800
7	51,487	54,949	58,355	62,016
	1.2744	1.3601	1.4444	1.5350
8	53,071	56,739	60,343	64,238
	1.3136	1.4044	1.4936	1.5900
9	54,654	58,529	62,331	66,460
	1.3528	1.4487	1.5428	1.6450
10	56,238	60,319	64,318	68,682
	1.3920	1.4930	1.5920	1.7000
11	57,822	62,108	66,306	70,904
	1.4312	1.5373	1.6412	1.7550
12	59,406	63,898	68,294	73,126
	1.4704	1.5816	1.6904	1.8100
15	60,989	65,688	70,282	75,348
	1.5096	1.6259	1.7396	1.8650
18	62,573	67,478	72,269	77,570
	1.5488	1.6702	1.7888	1.9200
21	64,157	69,268	74,257	79,792
	1.5880	1.7145	1.8380	1.9750
24	65,741	71,057	76,245	82,014
	1.6272	1.7588	1.8872	2.0300
27	67,357	72,673	78,265	84,236
	1.6672	1.7988	1.9372	2.0850
30	68,973	74,289	79,881	85,852
	1.7072	1.8388	1.9772	2.1250

Eastern (Brown) Local Certified Salary Schedule				
FY27	Effective 07/01/2026		BASE:	$41,613
STEP	BA	150 HOURS	MA	MA+15
0	41,613	43,694	45,774	47,855
	1.0000	1.0500	1.1000	1.1500
1	43,244	45,537	47,822	50,144
	1.0392	1.0943	1.1492	1.2050
2	44,875	47,381	49,869	52,432
	1.0784	1.1386	1.1984	1.2600
3	46,507	49,224	51,916	54,721
	1.1176	1.1829	1.2476	1.3150
4	48,138	51,067	53,964	57,010
	1.1568	1.2272	1.2968	1.3700
5	49,769	52,911	56,011	59,299
	1.1960	1.2715	1.3460	1.4250
6	51,400	54,754	58,058	61,587
	1.2352	1.3158	1.3952	1.4800
7	53,032	56,598	60,106	63,876
	1.2744	1.3601	1.4444	1.5350
8	54,663	58,441	62,153	66,165
	1.3136	1.4044	1.4936	1.5900
9	56,294	60,285	64,201	68,453
	1.3528	1.4487	1.5428	1.6450
10	57,925	62,128	66,248	70,742
	1.3920	1.4930	1.5920	1.7000
11	59,557	63,972	68,295	73,031
	1.4312	1.5373	1.6412	1.7550
12	61,188	65,815	70,343	75,320
	1.4704	1.5816	1.6904	1.8100
15	62,819	67,659	72,390	77,608
	1.5096	1.6259	1.7396	1.8650
18	64,450	69,502	74,437	79,897
	1.5488	1.6702	1.7888	1.9200
21	66,081	71,345	76,485	82,186
	1.5880	1.7145	1.8380	1.9750
24	67,713	73,189	78,532	84,474
	1.6272	1.7588	1.8872	2.0300
27	69,377	74,853	80,613	86,763
	1.6672	1.7988	1.9372	2.0850
30	71,042	76,518	82,277	88,428
	1.7072	1.8388	1.9772	2.1250

APPENDIX C - GRIEVANCE PROCEDURE FORM

EASTERN LOCAL SCHOOLS

Grievant(s): _____ Date: _____

Grievance initiated at level
1 2 3 4 Date Grievance Occurred: _____

(Mark One)

Statement of Grievance:

_____

_____

_____

_____

_____

_____

Relief Sought: _____

_____

_____

_____

_____

_____

Response(s) to grievance should be attached and copies returned to the grievant.

These responses should accompany subsequent filings of the grievance.

ELEA Approval of Level Four Filing

_____
Signature of Association Official

APPENDIX D - PARENTAL COMPLAINT FORM

Parent: _____ Date: _____

Student: _____ Grade: _____

Teacher: _____

Date the event or condition upon which this complaint is based:_____

Nature of Complaint: _____

_____

_____

_____

_____

Relief Requested: _____

_____

_____

_____

_____

Reason for Request (rationale): _____

_____

_____

_____

_____

Parent Signature _____

NOTE: Any participant may summarize events to date and attach same to this form for review by parties in subsequent meetings.

APPENDIX E - REQUEST FOR PROFESSIONAL LEAVE

____ BOARD REQUESTED

____ EMPLOYEE REQUESTED

_____ Mileage Requested
_____ Meals Requested
_____ Lodging Requested

NAME _____ BUILDING _____

DATE(S) REQUESTED FOR LEAVE _____

DESCRIPTION OF CONFERENCE _____

_____

_____

_____

LOCATION OF CONFERENCE _____

_____

SIGNATURE _____ DATE _____

REQUEST ____ APPROVED ____ DENIED

REASON (If denied)_____

_____

_____

_____ _____
Principal Superintendent

NOTE: Professional leave will be granted in accordance with the Eastern Local Master Contract, Section 7.05. The provisions of that section are printed on the bottom of this form.

7.051 BOARD-REQUESTED PROFESSIONAL LEAVE: Additional professional improvement and development workshops or seminars scheduled for bargaining unit members by an administrator or principal shall not reflect on the two (2) professional days defined above.

7.0521 EMPLOYEE-INITIATED PROFESSIONAL LEAVE REQUEST PROCESS: Notice of an employee-initiated request shall be submitted to the Superintendent at least one (1) week in advance of the regular Board meeting prior to the conference or workshop. The employee-initiated request shall be on the form contained in Appendix H.

APPENDIX F - TUITION REIMBURSEMENT REQUEST

NAME OF APPLICANT: _____ DATE: _____

ADDRESS: _____

_____

Years in District: _____

Present Teaching Assignment:

Building: _____

Grade or Subjects: _____

Certificates currently held: _____

Is course necessary for certificate renewal in present teaching assignment?

_____ Yes _____ No $ _____ Per Semester Hour

_____ Semester Hours

Name of University:

_____

Name of course, course code and course description:

_____

_____

_____

Explanation of how proposed course will enhance applicant's job proficiency or lead to further certification:

_____

_____

_____

_____

Dates of Course: _____

Signature: _____

_____ Proof of payment attached

_____ Grade Report attached

9.074 **REQUEST FOR REIMBURSEMENT:** The transcript and/or grade report evidencing the course credits earned must be in the hands of the LPDC by October 30 to receive payment. The teacher must be under contract with the Eastern Local School District at the time of payment. If, for whatever reason, the course is not completed, notification must be made immediately to the LPDC.

9.075 **TUITION REIMBURSEMENT APPLICATION PROCESS:** Applications for tuition reimbursement must be on the form in Appendix F (send scanned application request to: elsd.lpdc@elsd.us) and submitted to the LPDC within two (2) weeks after the completion of the coursework.