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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ELMWOOD BOARD OF EDUCATION

AND

THE ELMWOOD EDUCATION ASSOCIATION

EFFECTIVE DATE OF THIS AGREEMENT IS

JULY 1, 2025 THROUGH JUNE 30, 2028

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ARTICLE 1

PREAMBLE

The Elmwood Local School District Board of Education (hereinafter "Board") and the Elmwood Education Association, OEA/NEA (hereinafter "Association") agree to engage in collective bargaining under the terms and conditions set forth in this Agreement.

ARTICLE 2

PAST PRACTICES

Upon the ratification of a new agreement, this Agreement shall represent bargaining unit member rights, privileges and benefits granted by the Board to its bargaining unit members and unless specifically and expressly set forth in this Agreement, all rules, regulations, practices and benefits previously granted during the period of the prior Agreement are no longer in effect.

ARTICLE 3

RECOGNITION

The Board recognizes the Association as an OEA/NEA affiliate and as the sole and exclusive bargaining representative, for the purposes of and as defined in ORC Chapter 4117 for all certificated/licensed professional, non-supervisory, personnel on the teacher's salary schedule both full and part-time employed by the District including classroom teachers [pre-K—12 and long term substitutes], guidance counselors, special area teachers, and athletic directors who are also classroom teachers. The Association recognizes that the Superintendent, Principals, and other Administrative personnel as defined in ORC Chapter 4117 are excluded from the bargaining unit. The Board recognizes that Association representation will include any newly created certificated/licensed position unless employment into the position is governed by ORC Section 3319.02.

A teacher hired as a substitute shall become a bargaining unit member after sixty (60) days of employment in the same assignment.

ARTICLE 4

MANAGEMENT RIGHTS CLAUSE

The Association agrees that all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and the direction of its workforce (as set forth in ORC Section 4117.08) which the Board has not specifically abridged, deleted,

granted or modified by the express written provisions of the Agreement are, and shall remain, exclusively those of the Board.

ARTICLE 5

ASSOCIATION RIGHTS

The Board recognizes the responsibilities of the Association for maintaining and improving standards of professional policy.

Building Facility Use

Prior to using any building facilities of the District, the Association will be responsible for completing the District's on-line Building Use Authorization.

Bulletin Boards and Use of Mail

The Board will continue to provide the Association with bulletin board space in each school where the Association may post notices of Association business. The Association will continue to be able to use school mail boxes for communications.

Association Leave

The Board agrees to provide up to two (2) duly elected delegates of the Association with leave of up to two (2) days to attend the OEA Representative Assemblies with continuation of salary. All expenses for such function shall be assumed by the Association or bargaining unit member. The Association will assume the costs of substitutes occasioned by such leave.

Bargaining unit members elected or appointed to a governing body of the Association may be granted leave for the purpose of attending district, state, or national meetings outside of the District of up to eight (8) days in any given school year. Such leave will be with a continuation of salary. All expenses for such function shall be assumed by the Association or bargaining unit member. The Association will assume the cost of substitutes occasioned by such leave.

Members desiring to be released from duty on Association leave shall submit a request in the District Kiosk for such leave to the Superintendent, indicating the leave is in compliance with this Section.

Labor Management Meetings:

The Superintendent and the Association President shall establish a calendar of monthly Labor/Management meetings at the beginning of each school year that take place during non-instructional time. Each party may bring up to four other members/administrators to each meeting, unless mutually agreed otherwise. These meetings shall not serve as a substitute for negotiations or relieve the parties of any obligation to negotiate pursuant to law or the collective bargaining agreement. The monthly meetings need not take place unless requested by either the Association President or the Superintendent.

Subcontracting

In the event the Board is considering subcontracting of any bargaining unit positions, its designee(s) shall first provide advance notice (at least 90 days when possible) to the Association. The Board's designee(s) shall meet with the Association to discuss the reason(s) and/or rationale. The Board shall provide any information regarding the possible subcontracting requested by the Association. The Association will be afforded an opportunity to provide alternative suggestions for the Board to consider.

Additional Rights

BOARD POLICY

Current Board policies and proposed revisions will be made available to the Association President upon request.

ARTICLE 6

SCOPE OF THE AGREEMENT

The Board recognizes the desirability of maintaining the highest standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of unit members as required by the express provision of this Agreement.

The Board agrees to fulfill any bargaining obligations it may have under ORC Chapter 4117 as a result of any deviation from the express provisions of this Agreement.

ARTICLE 7

SCOPE OF BARGANING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

ARTICLE 8

PROFESSIONAL NEGOTIATIONS PROCEDURES

PROCEDURES

A. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than February 1 nor later than February 15 of the year in which this Agreement expires. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the

Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Unless otherwise agreed, within fifteen [15] days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session. The initial meeting for the exchange of proposals may be waived by mutual agreement of the parties in favor of email exchange of proposals. After the initial meeting, both parties shall begin the next scheduled meeting with counterproposals.

B. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Unless otherwise agreed, representation shall be limited to five [5] representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both 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.

C. Information

1. Within ten (10) days of a written request, both prior to and during negotiations, the Board and Superintendent will furnish the Association with all available information concerning financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

2. The Association agrees to furnish the Board within ten (10) days of written request financial information both prior to and during negotiations which will assist the Board in developing proposals for negotiations pursuant to this Article.

3. Negotiations shall be closed to the news media and to the public. During negotiations, either party shall be free to make any release or statement to the news media that it desires. Both negotiating teams may make progress reports to their respective membership throughout negotiations.

D. Recess

The chairperson of either group may recess his/her group for independent caucus at any time. Caucus shall be generally limited to thirty (30) minutes.

If the caucus lasts longer than thirty (30) minutes the other party will be informed as to how long the caucus is expected to last. Neither party shall intentionally abuse its ability to caucus.

E. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

F. Schedule of Meetings

Negotiation sessions shall be scheduled during a mutually agreed upon time. Until all negotiation meetings are completed, each meeting shall include mutually agreed time and place for the next subsequent meeting.

G. Observers

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges.

H. Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

I. Disagreement

If agreement is not reached within forty-five (45) calendar days prior to the expiration date of this Agreement then either party may declare a state of impasse to exist. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a federal mediator for the purpose of assisting parties in reaching an agreement. The parties agree that the use of mediation as set forth above constitutes the parties mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in ORC Section 4117.14.

J. Final Form

As soon as practicable, but not later than thirty (30) calendar days after ratification, the Agreement shall be prepared, with a table of contents including all appendices, by the Board. A copy will be electronically transmitted to the Association President for review. The Board's Treasurer will then transmit a copy of the signed Agreement to the school email address of each individual bargaining unit member. The Board will transmit a signed copy of the Agreement, to the State Employment Relations Board.

ARTICLE 9

COLLEGE CREDIT PLUS/ADVANCED PLACEMENT

A. The opportunity to teach any course offered by the District through College Credit Plus (CCP) and Advanced Placement (AP) courses shall be offered to bargaining unit members who are qualified to teach the course.

B. Teaching a course that qualifies for CCP shall be voluntary on the part of the teacher. AP courses shall be assigned and may be reassigned or not offered by mutual agreement of the teacher and administration.

C. Any teacher who teaches a course that qualifies for CCP/AP shall be offered a professional development day to visit the participating institution of higher education to engage in planning with the cooperating college instructor or to collaborate with other AP teachers. The teacher will be paid mileage, at the District rate.

D. Any teacher who teaches a course in CCP/AP shall be paid a stipend of $500 per CCP college course taught. The stipend shall be paid as a part of the employee's regular pay and shall be paid over the regular pay periods.

E. Any teacher who teaches a course in CCP/AP shall be provided one-half day of professional leave at the end of each District semester in order to fulfill required administrative responsibilities (e.g., grading the course, etc.). This can be extended to a full day of professional development with the Superintendent's approval.

F. To the extent possible, all students enrolled in a CCP/AP class will be scheduled together into a class for instruction.

G. No existing bargaining unit position shall be eliminated, and no bargaining unit employee shall be displaced, as a result of the District's participation in CCP/AP. This provision, however, shall not be construed to preclude a reduction in force due to decreased enrollment of pupils.

ARTICLE 10

EDUCATIONAL ENVIRONMENT

A. Health/Safety and Accident Reporting

1. Teachers are to report, in writing, to the Building Principal any procedures, equipment or conditions that could pose a danger to the health or well-being of students, staff and community.

2. In the case of resulting injury to a staff member, he/she will be provided with the appropriate information to process a claim.

3. In the event of any accident involving staff, a report shall be completed by the staff member.

4. In the case where a student accident occurred, the responsible staff member shall complete the appropriate accident report form.

B. Complaint Procedure

1. Persons with complaints against a teacher pertaining to the teacher's regular contract duties with the District, shall be encouraged to first discuss the complaint with the teacher and the teacher shall be informed of both the complaint and the identity of the

complainant. If not resolved, the complaint will go to the building principal and then, if necessary, to the Superintendent or his/her designee.

2. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint through investigation.

3. A plan for dealing with any identified deficiencies arising from a complaint investigation shall be developed by the Administration and the teacher. If the administration and the teacher are unable to agree, the matter will be handled as determined by the Administration.

4. At any time a teacher is asked to meet with an administrator concerning a complaint, the teacher shall have the right to Association representation.

5. This Article does not apply in the event of an investigation conducted by a governmental agency, alleged violations of a Board of Education policy, or allegations regarding safety, health, or well-being of a child or other individual.

6. No documentation concerning a complaint will be placed in an employee's personnel file without prior notification to the employee.

C. TEXTBOOKS/CURRICULUM

The Superintendent will give the Association President reasonable advance notice of the purchase of new textbooks. The Association is free to communicate to the Administration any input or recommendations that it may have on either this topic or curriculum issues. If requested by the Association President, a meeting between up to three (3) representatives of the Association and up to three (3) administrators appointed by the Superintendent will be scheduled for the purpose of receiving such input or recommendations. It is mutually recognized that this provision does not derogate the Board's authority under ORC Section 3313.21.

A technology committee will be created and will jointly communicate to the members about the status of technology in the District. The technology committee, minimally, will consist of bargaining unit members and administrators.

ARTICLE 11

LESSON PLANS

A photocopy, or other form of the Lesson Plan, will be given or otherwise made available to the Building Principal the first day of the school week before the start of classes each week.

ARTICLE 12

TUITION REIMBURSEMENT

The sum of thirty-five thousand dollars ($35,000) will be budgeted annually for the payment of tuition reimbursement monies to be paid using the following format.

A. Requests for reimbursement of the tuition expense to a maximum of $2,500 per year (September 1 to August 31) per individual teacher may be submitted for eligible course work. Application and course work must be completed within the same year. Any excess funds will be carried over and may cause the budgeted monies to exceed the yearly budgeted amount, but in no event will the aggregate amount for a particular year exceed forty thousand dollars ($40,000). In determining the amount of reimbursement available for individual teachers; the total amount of a teacher's request (not to exceed $2,500) will be divided by the total number of dollars requested by all teachers. This number will be multiplied by the total dollar amount of all requests made not to exceed the budgeted amount to determine the teacher's reimbursement to a maximum of $2,500.

B. Academic courses must directly relate to the teacher's assigned classes or duties, be directly related to the certification subjects listed on the teacher's certificate/license or otherwise be in the area of education, and the teacher must be accepted as a student in an institution whose credits are recognized by the Ohio Department of Education and Workforce and/or the State Board of Education. All courses must be approved by the Superintendent. To be eligible, teachers must complete the class application form and obtain the approval of the Superintendent before taking any course work. Failure to receive this pre-approval will disqualify the course work for reimbursement.

C. The Treasurer shall provide the Association President upon request with a record of the enrollment and expenditure of the tuition reimbursement fund each year.

D. Reimbursement shall be made directly to the teacher in a lump sum prior to October 15 following the submission of verification of the credits authorized and completed with a grade of at least a "C" or a "pass" in a "pass/fail" course. Official verification of costs and successful passing of the course shall be substantiated. Official verification of course work completed shall be by grade slip, transcript, or a letter from the college verifying course work has been completed and official grades are forthcoming. Verification of cost and completion of course work shall be submitted by September 30.

E. Any bargaining unit member that resigns before the September 30 deadline forfeits his/her reimbursement.

F. No teacher shall be reimbursed more than the actual cost of tuition paid by the teacher.

ARTICLE 13

TEACHER EVALUATION

Introduction

The teacher evaluation system used will be the State-mandated Ohio Teacher Evaluation System (OTES) for all teachers who meet the definition in law. Those members who do not meet the definition in law will continue to use the evaluation system that has been in place. The complete evaluation system for bargaining unit members, including the guidance counselor system created under ORC Section 3319.113, appears in a separate document that is incorporated by reference as part of this Agreement.

Administrative Recommendation

Prior to May 1st, each teacher who has a limited contract which will expire at the end of that school year will be told by the principal of his/her recommendation at a mutually scheduled conference. The principal's recommendation will be:

1. Renewal on either a probationary, limited, extended limited, or continuing contract; or
2. Non-renewal

Nonrenewal of Limited Contract

A. Teachers shall be evaluated in accordance as set forth in this Article.

B. Nonrenewal of all limited contracts shall take place according to the following procedure:

1. If the building principal has notified the teacher in writing of his/her intention not to recommend contract renewal on or before May 1, the teacher is entitled to a meeting with the building principal and Superintendent prior to Board action. At this meeting, the teacher shall be given a written statement describing the circumstances that led to the recommendation of non-renewal. The teacher may be accompanied by a member of the Association. The teacher shall be informed in writing of the Board's action of non-renewal on or before June 1.

2. Within ten (10) days after the Board's action, the teacher may file with the District Treasurer a written request for a public or private hearing before the Board, and the Board shall set a time for the hearing which shall be within thirty (30) days from the date of receipt of the written request, and the District Treasurer shall give the teacher at least fifteen (15) days' notice in writing of the time and place of such hearing.

   a. Either party may be represented at the hearing by not more than three representatives of his/her choosing.

   b. Within five (5) days after the Board hearing, the District Treasurer shall notify the teacher in writing of the Board's action.

3. With the exception of probationary employees, upon notification of non-renewal as set forth above, a teacher will be entitled to the hearing rights and appeal provisions of ORC Section 3319.11(G). Probationary employees are teachers who hold a professional

license and have not yet completed two (2) full years under a limited contract with the District and teachers who hold resident educator license and have not completed three (3) full years under a limited contract with the District. Probationary employees are without further recourse under law or this Agreement upon effective service of the written notice as set forth in paragraph 1, above. In all other respects, the non-renewal provisions set forth herein shall take the place of and supersede the provisions of ORC Section 3319.11. In the event the resident educator license process is revised to reduce the length of time to achieve a professional educator license, the parties agree to negotiate about changes to this paragraph regarding the definition of probationary employees with regard to teachers who hold a resident educator license and have not completed three (3) full years under a limited contract.

ARTICLE 14

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

B. Definitions

1. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.

2. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit. A class action grievance shall state the names of all members who are affected. However, the list of grievants may be amended at any level.

3. "Grievant" shall mean the Union or employee(s) initiating a grievance.

4. "Immediate supervisor", for purposes of the grievance procedure, shall mean the lowest level administrator.

5. "Days" shall mean actual work days including paid and/or unpaid leave days. During the summer recess, "days" shall also include weekdays on which the Board's central administrative office is open for business.

C. Rights of the Grievant and the Union

1. The grievant and the Board have the right to representation at all meetings and hearings involving the grievance. Grievance hearings shall be scheduled during a mutually agreed upon time.

2. The Union/Grievant(s) has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.

3. Grievance forms shall be exhibited in the appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.

4. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

5. The Association/Grievant(s) shall receive copies of all communications in the processing of grievances.

D. Time Limits

1. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

2. A grievance shall be filed within fifteen (15) days of the act or when the grievant could reasonably have been expected to be aware of the act on which the grievance is based.

3. Failure of the grievant to comply with time lines shall be cause for the grievance to be dismissed.

4. Failure of the Board to comply with the time lines shall result in the grievance going to the next level.

E. Grievance Procedure

1. Informal Step

When an employee becomes aware of the act on which a grievance is to be based, the employee and an Association representative shall discuss the grievance with the employee's immediate supervisor. There should be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, the Association may, within twenty-five (25) days of the act or when the grievant could reasonably have been expected to be aware of the act giving rise to the grievance, file a written grievance with the immediate supervisor. By mutual agreement of the grievant and the immediate supervisor, a grievance may be moved directly to Step Two of the Grievance Procedure.

2. Step One:

The immediate supervisor shall arrange and hold a meeting within five (5) days of receipt of the grievance (Formal Grievance Form is Appendix A). The Association and/or the grievant shall present factual information supporting the existence of an alleged grievance, including citation to specific provisions of the Agreement alleged to have been violated.

Within five (5) days of the conclusion of the meeting, the immediate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the immediate supervisor's response, the Association may file a written form to proceed to step two.

3. **Step Two:**

Within five (5) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a meeting in the same manner and for the same purpose as set forth in step one including presentation by the grievant of factual information supporting the existence of an alleged grievance, including citation to specific provisions of the Agreement alleged to have been violated.

Within five (5) days after the meeting, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

4. **Step Three:**

If the Association is not satisfied with the disposition of Step Two, the Superintendent and the Association may mutually agree to refer the grievance to mediation using a mediator from the Federal Mediation and Conciliation Service (FMCS). The Association must notify the Superintendent within five (5) days following receipt of the written decision of Step Two if it is interested in considering mediation. All costs associated with mediation, if any, shall be equally divided between the parties. If either party becomes dissatisfied with the mediation process, it can notify the other party of its intent to terminate mediation.

5. **Step Four:**

Within five (5) days of the receipt of the Step Two response (or termination of the mediation process under Step Three, if mediation is used), or if the step two supervisor fails to file a timely response, the Association shall notify the Board of its intent to proceed to arbitration.

F. Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.

G. Authority of the 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, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association.

H. Cost of Arbitration

The costs for the arbitrator shall be paid by the losing party. If the arbitrator concludes the losing party cannot be identified, such costs shall be shared equally by the Board and the Association. The American Arbitration Association's administrative fees will be shared equally by the Board and the Association.

I. Miscellaneous

1. All decisions regarding grievances shall be reduced to writing and hand-delivered or emailed. The Board shall provide the Association with copies of all decisions.

2. Constructive receipt by the Board shall be construed to be the delivery date to the immediate supervisor's office.

3. Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.

4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Virtual hearings or testimony shall only be conducted or permitted with the agreement of both the Board and the Association.

5. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

6. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

7. The Association has the right to be present at every level of the grievance procedure.

8. Timelines can be extended by written mutual consent. The parties may also agree in writing that a grievance may be initiated at or accelerated to a higher step in the process.

ARTICLE 15

LENGTH OF TEACHER CONTRACT PERIOD

The following contract policy applies to a teacher who, upon hiring, is in the Resident Educator Mentoring Program addressed in Article 40 of this Agreement:

First contract offered	- one-year probationary contract
Second contract offered	- one-year probationary contract
Third contract offered	- one-year probationary contract
Fourth contract offered	- one-year contract
All subsequent contracts offered	- three-year contracts

For all other teachers, the following contract policy applies:

First contract offered	- one-year probationary contract
Second contract offered	- one-year probationary contract
Third contract offered	- two-year contract
All subsequent contracts offered	- three-year contracts

A teacher who has completed certification/licensure to be eligible for a continuing contract while serving under a multi-year limited contract may apply for a mutually agreed upon interruption of the multi-year limited contract between the employer and the affected employee. If so agreed, a continuing contract may be achieved.

Teachers eligible for tenure must follow the procedures set forth in Appendix C "Procedure for Consideration of Continuing Contract Status."

Upon recommendation of the Superintendent, teachers under consideration for tenure, may be granted a one (1) year or two (2) year extended limited contract by the Board, effective at the end of that teacher's current limited contract. Any teacher receiving an extended limited contract will be given reasons directed at professional improvement prior to June 1 in any year the Board acts to grant an extended limited contract. If re-employed at the end of an extended limited contract, teachers otherwise eligible shall be granted a continuing contract. This provision shall supersede and replace the procedures for granting an extended limited contract set forth in ORC Section 3319.11.

Newly employed teachers shall receive a one half (1/2) day orientation from the Administration prior to the beginning of the school year. Each new teacher attending the half-day shall receive a stipend of $100.00. The Association will be provided time in the agenda to confer with the new employees.

ARTICLE 16

REDUCTION IN FORCE

A. Staff Reductions

The following procedures shall govern the reduction of certified/licensed staff made necessary as a result of: lack of sufficient operating funds, decreased enrollment of pupils, dropping course offering due to lack of enrollment, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District.

B. Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are non-renewed in accordance with the provisions of this Agreement.

C. Reduction Other Than by Attrition

To the extent that reductions under Section A above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended.

No teacher on continuing contract status shall be laid off unless all teachers on limited contract in the affected area of certification/licensure have been laid off.

Any teacher who has been laid off shall have his/her name placed on a recall list.

D. Seniority and Certification/Licensure

A seniority list shall be established listing all bargaining unit members, the date of hire-in, and the areas of certification/licensure held by each teacher.

Seniority shall be determined by the length of continuous service in the District. (Part-time teachers shall receive prorated service credit, i.e. ½ time equals ½ year service.) Among those with the same length of continuous service, seniority shall be determined by:

1. The date of the Board meeting in which the teacher was hired; and then by

2. The date of application to the District as shown on the individual's application, but if no date is on the application, the date of hire will be used. If teachers have the same date on their application and/or are hired on the same date by the Board, the Administration will hold a lottery. Order of name(s) drawn will establish seniority rights with first name being drawn being granted most seniority, etc. The Superintendent, the Association President and the teachers involved will be present during the lottery drawing. Teachers are allowed to see their names placed in the container for the lottery drawing.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Agreement. However, seniority will not accrue during the period of unpaid leave or layoff. Upon return from an authorized leave of absence or layoff the length of continuous service shall be resumed. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment, following resignation or other termination of employment, will be measured from the date of return.

On or about January 30 of each school year, the Association President shall receive in writing a copy of the seniority list. The Association has 30 days from receipt of seniority list to notify the Treasurer of any errors in the list. Failure to so notify the Treasurer will result in the seniority list being deemed accepted as final for that school year.

E. Recall

1. Teachers on the recall list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are, or have become certified/licensed, before any permanent teacher (full-time, part-time, or substitute) is hired.

2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

   The written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Failure to respond to this written notice within two (2) days of receipt of the written notice will be interpreted as rejecting the position described in the notice.

3. A teacher on the recall list shall have the right to accept or refuse a position which is offered. If the teacher refuses a position, then the offer of the position shall go to the next certified/licensed teacher on the recall list. If the position offered is for the same or more hours than the teacher previously worked, and the employee refuses the position, s/he will have the right of one refusal before s/he will be removed from the list thereby relinquishing any and all rights of recall. If the position offered is for fewer hours than the teacher previously worked, the employee may refuse the position and still remain on the recall list.

4. A teacher's name shall remain on the recall list for twenty-seven (27) months following the date he/she is first placed on the list. However, if a teacher on the recall list accepts full-time employment with another school district in a position requiring a certificate/license, the teacher shall so notify the Superintendent immediately and will be removed from the recall list.

5. It is the express understanding and agreement of the parties that the provisions of this Article may not conflict with the requirements of ORC Section 3319.17, but in all other respects shall supersede and take the place of ORC Section 3319.17.

ARTICLE 17

VACANCIES AND TRANSFERS

VACANCIES

A. Definitions

1. A vacancy shall be defined as any position in the bargaining unit resulting from:

   a. An employee's leaving employment as a result of a termination, resignation, disability retirement or death.

   b. An employee's non-renewal.

   c. An employee's transfer to another bargaining unit position.

   d. An employee's assuming a non-bargaining unit position.

   e. The creation of a new bargaining unit position.

2. Nothing in this Article shall be construed as requiring the Board to create a position or fill a vacancy.

B. Posting of a Vacancy

1. The vacancy notice shall be communicated to bargaining unit members by email at the member's District email address within five (5) work days of the occurrence of the vacancy and, during the summer recess, also to all members through the District's alert phone call system.

2. The vacancy notice shall include the position, title, entry level qualifications, licensing, and/or certification requirements, location where work is to be performed; date of initial posting; and last date to apply for the position.

3. The notice period shall be for ten (10) work days. Where the position must be filled quickly, the notice period shall be for not less than four (4) working days. If a teacher who is currently on staff makes application within the notice period, the Superintendent or his/her designee will interview the applicant. Positions which become vacant during the school year may be filled on a temporary basis. Notice of supplemental positions must be communicated separately from teaching positions. Process for notification will follow the procedure stated in Paragraph 1 above.

4. If the administration decides to not fill a posted position or change the position posted to a different position, the Administration will notify all internal candidates in writing of this decision.

TRANSFERS

A. Definitions

1. A transfer is the changing of a teacher's placement to another building, grade level, or department.

2. A teacher-initiated transfer is one that a teacher requests for change to another building, grade level or department.

3. An administrative transfer is a Superintendent-initiated change to another building, grade level or department.

B. Teacher-Initiated Transfer

1. A teacher's written request for a transfer to another building or grade level shall be honored to the extent that a teacher is qualified and in the judgment of the Superintendent the transfer serves the best interest of the District.

2. Applicants shall be supplied by the Superintendent with written notice either confirming or denying the transfer request. If the request for transfer is denied, the Superintendent will provide a teacher with written reasons for the denial.

3. A bargaining unit member who requests a transfer may express preferences and be considered for all existing vacancies for which the teacher is qualified by reason of training, certification/licensure and seniority. Seniority as used herein shall mean the length of continuous service in the District.

C. Administrative Transfers or Reassignments

1. A teacher receiving an administrative transfer shall be informed in writing of such impending transfer, prior to June 15, unless an opening occurs after that date which was not known to the Administration as of June 15. Administrative transfers will not be for arbitrary or capricious reasons.

2. A teacher notified of an administrative transfer shall be granted a conference with the Superintendent if requested. At such conference, the teacher shall have the reasons for the administrative transfer explained through discussion with the Superintendent. Such conference shall be on a mutually set date. Teachers may bring an Association representative of their choice. A follow-up written delineation of reasons will be provided by the Superintendent upon written request of the teacher.

3. Should transfers or reassignments become necessary due to shifting enrollments, volunteers will be sought first. Teachers who have an interest for the open position will be provided an opportunity to interview for the transfer. The Superintendent will make the selection based on the most qualified person available for that position.

4. A teacher administratively transferred shall be given a position for which the teacher is certified. The teacher is entitled to specific help in the new position from both administration and bargaining unit member mentor(s).

ARTICLE 18

ABSENCE AND LEAVE

Kiosk Notification

Notice of a bargaining unit member's need to be absent from duty for any of the following reasons is to be submitted using the District Kiosk:

Sick Leave (submit request in advance of leave, when possible, but no later than 48 hours after)
Personal Leave (submit request five days prior)
Jury Duty (submit request five days prior)
Dock Days (submit request five days prior)
Professional Meetings (see Article 20) (submit request five days prior)

The timelines in this Paragraph are intended to set the expectation of advance notice for approval of leave, but exceptions may be granted by Administration for extraordinary circumstances.

Sick Leave

ACCUMULATION:

Each bargaining unit member, full-time or part-time, is entitled to 15 days sick leave with pay for each year under contract credited at the rate of 1-1/4 days per month, accumulative to two hundred eighty (280) days for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to an illness, injury, or death in the bargaining unit member's immediate family (credit for a part-time employee will continue to be prorated in accordance with past practice notwithstanding anything to the contrary in ORC Section 3319.141).

USE FOR ILLNESS/INJURY:

For purposes of sick leave use or illness or injury, the term "immediate family" means spouse, children, step-children, parents, step-parents, or parents-in-law regardless of where they reside. In addition, up to ten (10) days of sick leave can be used for illness or injury of a sibling, sibling-in-law, grandparent, or grandchild in a given school year.

USE IN EVENT OF DEATH:

Bargaining unit members shall be allowed to use five (5) days of sick leave and additional days approved by the Superintendent in the event of a death of a parent, child, spouse, sister, brother, or anyone who has virtually held the position of spouse, parent, sibling, or child of the bargaining unit member.

A bargaining unit member shall be allowed to use three (3) days of sick leave and additional days to be approved by the Superintendent to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or the spouse of his/her child or anyone who has virtually held the position of grandparent, grandchild, father-in-law, or mother-in-law.

ADMINISTRATION:

The new bargaining unit member who has previously accumulated sick leave under ORC Section 124.38 or ORC Section 3319.141 will receive credit for such leave up to a maximum of two hundred and eighty days (280) accumulated upon employment by the Board provided such employment takes place within ten (10) years of the date of the new bargaining unit member's last termination from public service where such sick leave was accumulated.

Upon return from illness, bargaining unit members may be required to furnish a written, signed statement justifying the use of sick leave. Falsification of a statement is grounds for suspension or termination of employment under ORC Section 3319.16. Members who are absent due to personal illness for more than ten (10) consecutive days may be required to submit a certificate signed by a doctor justifying the use of sick leave and/or ability to physically and mentally return to work. The member must notify the building principal of his/her intent to return to work the day before his/her return.

All new full-time bargaining unit members who have not accumulated sick leave from previous employment will be advanced five (5) days sick leave. Other bargaining unit members who use

all their earned sick leave will be advanced five (5) days. This advance will be done once each year. Up to an additional five (5) days may be advanced due to extenuating circumstances with approval of the Superintendent. No bargaining unit member will be advanced sick leave beyond what he/she is entitled to earn during that year. Nothing herein shall be considered to create an expectation that unpaid leave will be granted for any non-FMLA qualifying absence to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking other appropriate disciplinary action for an unauthorized absence without approved leave.

A full-time bargaining unit member who is on sick leave because of illness, and whose contract has not been terminated as provided by law, continues to accumulate sick leave credit while absent. Employees do not, however, accrue sick leave during unpaid leaves of absence because of illness.

Extended Leave of Absence for Illness

Any bargaining unit member whose personal illness extends beyond his/her accrued sick leave may apply for an unpaid leave of absence for the duration of such illness but not to exceed two (2) years. Such request must be received by the Board prior to the employee exhausting his/her paid sick leave entitlement. In the absence of extenuating circumstances, (e.g. physical or mental incapacitation), failure of an employee to make timely application for an unpaid leave of absence shall be considered to be abandonment of his/her employment with the Board and/or other good and just cause for termination. Bargaining unit members suffering long term illnesses are urged to make application to the State Teachers Retirement System Board for disability compensation.

An employee on an approved unpaid leave of absence shall notify the Superintendent in writing by April 1, prior to the termination of leave, as to his desire to return to employment or resign. Failure to respond by April 1 shall be deemed to constitute resignation/abandonment of his/her position, and the obligation of the District to provide him/her with a position for the subsequent school year will cease.

Sick Leave Bank

A Sick Leave Bank ("Bank") is hereby established to provide a bargaining unit member who has exhausted all available paid leave with an opportunity to apply for additional sick leave days for a catastrophic illness or injury of the member, or a member of his/her immediate family as previously defined in this Article.

For this purpose, "catastrophic illness or injury" means a truly extraordinary illness or injury that is life-threatening or long-term in nature and that requires urgent and ongoing medical care. By way of example, a diagnosis of cancer is not inherently catastrophic, but could be deemed catastrophic if disabling or life-threatening; similarly, a pregnancy or childbirth is not inherently catastrophic, but a life-threatening or long-term and disabling pregnancy-related complication could be deemed catastrophic.

The Bank shall be administered by: An administrator appointed by the Superintendent, the Treasurer (or designee) and two (2) members appointed by the Association President. This

committee shall review and then approve or deny all applications to draw from the Bank. The committee will communicate approval or denial of the requested days in writing to the applicant. Action decisions will be by majority vote and secret ballot. In case of a tie, the Superintendent will be the tie-breaking vote. Decisions are final and cannot be grieved under Article 14 (Grievance Procedure) of this Agreement or otherwise challenged.

The following principles govern the operation of the Bank.

1. The member shall present the request to draw from the Bank in writing to the Treasurer with the specific number of days requested. A doctor's statement is required with the application in order for the request to be considered. As a condition to such application, members agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the committee. All decisions of the committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Bank committee, the Elmwood Education Association, and the Elmwood Local Schools."

2. A maximum number of days that a person may withdraw from the Bank is forty (40) days over the course of two (2) school years.

3. An application will be considered only after a member has used all of his/her accumulated and advanced sick days and personal leave.

4. Allotment from the Bank will be made only for absences under a member's normal teaching contract.

5. Days allotted from the Bank will be paid at 100% of the member's daily rate.

6. Each school year, Bank contributions start over. In August or by September 15, the collection form will be given to all members so that the Bank can be set up for that school year. Each member may contribute up to two (2) days of his/her accumulated sick leave. A donor must have at least twenty-five (25) days of accumulated sick leave (exclusive of any advanced days) in order to contribute. Members will have ten (10) calendar days to decide whether to contribute; failure to respond, or a late response will be deemed a declination. A contribution is strictly voluntary. It is understood that if their contribution(s) is(are) used in that school year, one (1) day will be deducted from the donor's accumulated number of available sick days per needed contribution. At the end of the school year, any unused contributions will be destroyed, not cause a loss of the donor's sick leave accumulation, and will not be carried over to the next school year.

7. When a member has been approved to use days from the Bank, the Treasurer will randomly pick from the contributions given at the beginning of the year.

8. If not enough days are donated in a given school year by the membership to cover the approved Bank days, a second (and final) opportunity for the donation of days will be made.

9. The committee-approved days are credited to the member in need, by pay periods, until the member returns or until the requested number of days is reached. An email will be sent to the donating member if his/her donation was used to show that a deduction was made from his/her sick leave total.

Maternity/Paternity/Adoption Leave

An unpaid leave of absence shall be granted for maternity/paternity/adoption purposes to bargaining unit members of the District on the following basis:

A. **Notification:** The bargaining unit member is encouraged to notify the Board as soon as practicable of his/her intent to take leave in order to facilitate the location of an adequate long-term substitute to fill-in for the bargaining unit member. Such notice should be provided at a minimum of thirty (30) days in advance of the anticipated commencement of the leave.

B. **Duration:** The leave may last up to one (1) year from the date of its commencement. It shall be the responsibility of the bargaining unit member to arrange a conference with the Superintendent prior to commencement to review all possible re-entry dates for the duration of the leave. It is the bargaining unit member's responsibility to notify the Superintendent by April 1 of the year in which or for which the leave was granted, that s/he intends to return. Failure to provide such notice shall be deemed to constitute resignation/abandonment of his/her position, and the obligation of the District to provide him/her with a position for the subsequent school year will cease.

C. **Re-entry:** If a teacher on maternity/paternity/adoption leave requests re-entry into the school system before one (1) year has passed, s/he may return at the beginning of any given nine (9) week period or a date mutually agreed upon by the teacher and Superintendent.

D. **Return from Leave:** Upon his/her return, the teacher shall be placed in his/her same or a similar position for which s/he is qualified (certificated/licensed). All benefits shall be reinstated upon return; however, the teacher may not advance in increments unless s/he taught at least 120 days of the school year in which his/her leave commenced.

E. Adoption Leave may only be taken for the adoption of a child under the age of six (6).

Personal Leave

Upon request and recommendation of the Superintendent, bargaining unit members in the District shall be granted up to three (3) days of personal leave during the course of the contract year. Bargaining unit members may carry forward up to two (2) days and accumulate up to five (5) total days. Any remaining unused personal leave days in a school year will be credited to the bargaining unit member's accumulated sick leave balance.

Under no circumstances may personal leave be taken when the teacher is receiving remuneration for work completed during such leave from an entity other than the District.

Teachers shall submit requests for personal leave five (5) working days in advance, where possible, using the district Kiosk. The Superintendent may refuse to grant personal leave to

teachers on a particular day where more than seven (7) percent of the District-wide teaching staff has already been granted personal leave.

Under extenuating circumstances, additional personal leave may be granted by the Superintendent at his/her discretion.

Violations of personal leave by obtaining leave under false pretenses or using leave for purposes not contained in this Section shall be subject to loss of per diem pay, and/or a letter of reprimand in the personnel file. Subsequent offenses will result in appropriate disciplinary action up to and including termination.

Unpaid Personal Leave (Dock Days)

If a teacher is in justifiable need of a short leave of absence (one to five days) due to personal reasons, the Superintendent may grant an unpaid leave. These may be in addition to or unrelated to paid Personal Leave. Nothing herein shall be construed to provide teachers who have exhausted sick, personal and/or any other approved leave with any expectation that such "dock" days will be granted.

Sabbatical Leave

The sabbatical leave provisions herein are subject to ORC Section 3319.131.

Jury Duty/Court Leave

Permission to be absent from school for jury duty shall be granted by the Superintendent or his/her designee upon written notice of the bargaining unit member receiving a summons and/or being selected for jury duty, and/or when served a subpoena to appear in court as a witness if the case is school-related. Notification should include the dates, time and court where duty is to be served.

The full pay of the bargaining unit member shall be allowed for such service.

The bargaining unit member is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation.

Payment of bargaining unit member's wages will be made only when the bargaining unit member presents certification from the court that the bargaining unit member served or was required to be present at the courthouse or other location designated by the Clerk of Courts for possible selection.

Assault Leave

Notwithstanding the provision of ORC Section 3319.141, the Board will grant assault leave to covered bargaining unit members absent due to physical disability resulting from assault under the following conditions:

A. Any teacher who must be absent from his or her duties due to physical disability resulting from an assault while teaching or participating in school-related activities on or off school

premises, before, during, or after school hours, provided that such assault is also directly related, attributable to or arising out of the employment by this system of the teacher, will be paid his/her full-schedule compensation for a maximum period of thirty (30) days. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave".

B. Before assault leave can be approved, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

C. Falsification of either the written, signed statement of the event or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment under ORC Section 3319.16.

D. Assault Leave which is approved by the Superintendent shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board or any other leave to which the teacher is entitled. Assault leave benefits shall not be paid if Worker's Compensation Benefits are paid to the teacher.

E. Any teacher seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender. If this requires court hearings/appearances, such leave will be paid and not deducted from any leaves the employee has a contractual right to (including assault leave).

FMLA Leave

The Board shall provide Family and Medical Leave Act (FMLA) leave in accordance with federal law and its implementing regulations and Board policy. Parties will abide by Board-adopted FMLA policy which will only change to reflect changes in the law. The Association will be provided with written notification prior to such changes to the Board policy.

For purposes of FMLA leave, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). The teacher is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

Workers Compensation

If an injured employee qualifies for workers compensation benefits and has available sick leave, salary shall be continued in lieu of temporary total compensation. Only if and when sick days

are exhausted, and the injured worker has not returned to work, will workers compensation benefits be applicable.

ARTICLE 19

LONG-TERM SUBSTITUTES

A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.

B. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Articles 15 (Length of Teacher Contract Period), nor the provisions of ORC Section 3319.11 shall apply to long-term substitutes.

C. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one (1) school year.

D. Neither the provisions of Article 16 (Reduction in Force) nor the provisions of ORC Section 3319.17 shall apply to long-term substitutes.

E. Neither the provisions of Article 8 (Teacher Evaluation) nor the provisions of ORC Section 3319.111 shall apply to long-term substitutes. Nothing herein shall prevent the Board from evaluating the performance of long-term substitutes.

F. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall be placed on the BA-0 step of the salary schedule, or such other placement on the salary schedule as may be permitted under law and recommended by the Superintendent, and shall be provided with all fringe benefits accorded other bargaining unit members. If reemployed by the Board as a long-term substitute, benefits and salary schedule advancement will result without interruption and no additional 60-day waiting period will be required.

ARTICLE 20

PROFESSIONAL MEETINGS

It is the practice of the Board to permit and encourage attendance of teachers at professional meetings, non-credited classes, conferences and conventions sponsored by recognized state, regional and national teachers' associations or colleges, which qualify as education meetings of value. Such meetings shall have a direct relationship to the individual teacher's specific teaching and/or contractual assignment (viz., English, Social Studies, Elementary Education, Music, Reading, etc.).

Educational meetings sponsored by private organizations or by other groups not covered above may be given consideration on an individual basis. The decision as to whether conferences,

conventions, meetings, and the like qualify as professional meetings within this Board's definition is to be made by the Superintendent.

All who attend workshops, conventions, meetings, or clinics held during school time are to make a request in advance using the District Kiosk. The request must include the place, purpose, and estimated costs of attendance at such meetings. Upon approval, all requisitions must be immediately submitted to the Superintendent as a condition of reimbursement by the Treasurer.

On recommendation of the Superintendent the Board will reimburse each bargaining unit member for actual costs of attendance. The member must present an itemized expense account including receipts for meals (not to exceed $45.00 per day, with no one meal exceeding $25, including any gratuity, which gratuity shall not exceed 18% of the meal check); meeting registration, lodging and transportation where a public carrier is utilized will be paid to vendors by District check or District credit card. Where use of a private auto is involved, the bargaining unit member shall be compensated at the I.R.S. approved per mile rate in effect at the time of the travel upon submission of mileage incurred. In addition, the bargaining unit member whose attendance is approved may attend such professional meeting without loss of pay and the building administrator is authorized to secure a substitute.

The sum of Twenty Thousand Dollars ($20,000) will be budgeted annually for funding professional development. Any unused funds will not be carried over into the following school year.

Upon receipt of the Superintendent's notice, the Association President will review for approval all professional development expenditures from the budgeted amount.

The cost of substitutes for teachers on field trips or attending athletic related events (i.e., meetings, seminars/clinics, tournaments, etc.), and associated expenses, will be paid through the District's general fund and not taken from the professional development budget. Approval for attendance at such events must be obtained from the Superintendent through the professional leave process.

Staff/Building Meetings

There shall be up to nine (9) mandatory Administration/management/in-service building meetings per year for teachers which extend beyond the normal school day for teachers. Under normal circumstances, no such meetings shall extend the teacher's work day by more than twenty (20) minutes. This Section does not prohibit teachers from meeting voluntarily either with the building administrator or among themselves for longer periods or at times other than those provided in this Section.

District Special Education Meetings

When determined by the Administration to be necessary, quarterly information and update meetings shall be held on relevant special education topics. District special education and related service providers shall attend such meetings.

ARTICLE 21

CERTIFICATION/LICENSURE/LPDC

A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. The responsibilities and procedures of the Elmwood Local Professional Development Committee (LPDC) are addressed in a separate document known as the Elmwood LPDC Handbook. A copy of this Handbook will be given to each newly hired and current bargaining unit member.

2. The Committee Chairperson shall receive a $1,800 stipend annually and Committee members shall receive a $1,350 stipend annually for serving on the Committee. This stipend shall be payable throughout the school year on each payroll. Members serving less than a year shall receive a prorated stipend.

B. FBI/BCI

1. If an incumbent bargaining unit member chooses to use the Board's WebCheck system for required background checks (FBI/BCI) to renew their licenses, it will be at no charge to the member. The results of these checks belong to the District and if a teacher desires a copy for any reason, they will pay $25 for one or $50 for both.

ARTICLE 22

MAXIMUM CLASS SIZE

The maximum class size in the District shall be thirty (30) students (high school and middle school) and twenty-five (25) students (elementary) with a twenty (20) percent overflow option allowed. These class sizes shall not include Band, Chorus, and Physical Education classes.

Isolated cases will be defined by both the Board and Association and considered as such – isolated cases. When possible, in classes where the evaluation of writing is required, the maximum number of students (should) not exceed a total of 100 daily.

If the overflow exceeds 20%, the teacher will be provided with the services of a full time qualified aide at the elementary level; additional released time, without supervisory responsibility, at the secondary level.

Attendance at I.E.P. Meetings

Bargaining unit members who will be providing instructional or other services to a student with disabilities shall be invited in accordance with law, in writing, to participate in the individualized education plan (I.E.P.) meeting. If other arrangements cannot be made, a substitute may be hired if necessary for the member who wishes to notify their principal of a desire to attend I.E.P. meetings. Any bargaining unit member has the right to request an I.E.P. review at any time.

Intervention specialists and related services providers who are required to write I.E.P.s and/or E.T.R.s shall be provided two (2) released contract days per school year for this purpose. Such days shall be planned in advance and teachers will report to the building. These days cannot occur on Monday or Fridays.

Upon request and verification, unit members required to attend I.E.P, E.T.R., and/or 504 meetings held outside of and/or extending beyond the regular school day for more than one-half (1/2) hour in any work week (Monday through Friday), will be compensated thereafter at the rate dictated in Article 31(A) (Special Rates of Pay) rounded up to the nearest quarter hour.

A committee may be formed to discuss District/building concerns regarding least restrictive environment.

ARTICLE 23

REVIEW OF PERSONNEL FILE

A. Each staff member shall have the right to examine the contents of his/her personnel file upon request.

B. The file or contents of the file may not be removed from the office.

C. If a staff member should find any item he/she feels is derogatory to his/her conduct, service, character or personality, he/she shall have the right to respond in writing to these documents personally and/or with the assistance of teacher representation.

D. The bargaining unit member has the right to respond to any of the information in the file in writing and have the response be a part of the file.

ARTICLE 24

TUITION WAIVER

Board-employed teachers who do not reside in the District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. Only if a teacher's child(ren) are determined not to be eligible for attendance through the Policy (e.g., the child applies for enrollment after the first day of classes of any school year) or are denied attendance by operation of the Policy may the child(ren) still attend school in the District without paying tuition (i.e., the Board shall waive his/her/their tuition based on the conditions set below).

In the event that a teacher's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District tuition-free subject to the following stipulations:

A. The teacher must indicate to the Board prior to July 1 of any given school year that his/her child(ren) wish to attend the District the following year. Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school he/she will be leaving to attend this District.

B. Once a child has been accepted and enrolled, the Board agrees to retain the child until he/she withdraws, is expelled, or graduates.

C. The Board agrees to waive the July 1st notice, if by doing so, they can add to their ADM count prior to October 10 of any given year.

D. The Board agrees to reserve the first six (6) open enrollment placements per grade level (Pre-K – 12) within the District for children of non-resident bargaining unit members.

E. The Board agrees to accept all applicants as outlined above, unless such acceptance on its part would require the Board to alter a facility or hire an additional staff person.

ARTICLE 25

DRUG FREE WORKPLACE

The following statement is required to be provided by employers receiving federal grants pursuant to The Drug Free Workplace Act of 1988.

No employee of the District directly engaged in the performance of work in connection with any federal grant shall unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (22 U.S.C. 812) and as further defined by Regulation at 21 C.F.R. 1300.11 through 1300.15.

"Workplace" is defined by the Act as the site for the performance of work done in connection with a federal grant. Workplace therefore, includes any District school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school-approved activity, event, or function, including but not limited to field trips or athletic events, where students are under the jurisdiction of the District and where work on a federal grant is being performed.

As a condition of employment, each employee who is directly engaged in the performance of work in connection with a federal grant shall notify his or her supervisor of his or her conviction of a criminal drug statute for a violation occurring in the work place as defined above. Such notification shall be provided not later than five (5) days after a conviction. The term "conviction" means a finding of guilt (including a plea of guilty or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes. The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

The District is required to take appropriate personnel action against an employee convicted under a criminal drug statute. Within thirty (30) days after receiving notice from an employee of such a conviction, the Act directs the District to take appropriate disciplinary action up to and including termination or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. Any personnel action taken will be at the discretion of the Board and shall be in compliance with the ORC and this Agreement.

As a condition of employment, each employee who is directly engaged in the performance of work in connection with a federal grant shall abide by the terms of the above statement.

Each employee directly engaged in the performance of work pursuant to the provisions of any federal grant shall be given a copy of this statement.

The District is committed to providing a Drug Free Workplace.

ARTICLE 26

MEDICAL AND PRESCRIPTION DRUG INSURANCE

The Board shall provide medical and prescription drug insurance for each employee. The plans offered shall be the Wood County Benchmark PPO Embedded Deductible Plan and the Benchmark CDHP Embedded Deductible Plan. Employees may select either plan during open enrollment.

The amount of the Board-paid premium for the P.P.O. insurance for full-time employees shall be 85% (single or family coverage)

For part-time employees, the Board shall pay a percentage of the monthly premium that is equal to the percentage of time worked by the employee multiplied by the Board premium paid for full-time employees. The balance of the premium shall be paid by the part-time employee through payroll deduction.

The Board will continue to annually contribute (each January) to the IRC Section 125 flexible spending account of each bargaining unit member who participates in medical insurance benefits provided under this Article. The amount of the January contribution is $100.00 for single coverage and $200.00 for family coverage.

All coverage levels currently in effect will remain without change, except as may be required by applicable law. A thirty (30) day notice is required for any changes of a bargaining unit member's status to become effective. All forms must be completed and turned into the Treasurer's Office.

When a husband and wife are both employed by the Board full-time and both are insurance-eligible, the total premium of a P.P.O. plan will be Board-paid. It is further understood that if the husband and wife have no insurance-eligible dependents, the Board's obligation under this provision is to pay the total premium cost of two (2) single coverages.

The Board and the Association agree to create an Insurance and Wellness Committee. The Committee shall meet at least annually and may be convened more often on an as-needed basis. The committee shall consist of the Superintendent and up two additional representatives appointed by the Superintendent and the Association President and up to two additional representatives appointed by the Association President. Additional parties may be invited my mutual agreement.

If the Wood County Consortium offers alternative health and dental care plans, the Committee will review the options. The committee will consider any wellness incentive options and other insurance needs.

It is agreed that, in the event of the death of an employee, if their health insurance was for family coverage, the same level of coverage will continue for a minimum of ninety days. This benefit to the family of the deceased will end if the family obtains other health insurance. The health insurance will be 100% Board-paid.

Section 125 Plan

The benefits provided to employees by Section 125 of the Internal Revenue Code shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed twenty-five percent (25%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by a third-party administrator selected by the Board as the enroller and record keeper of the Plan. The third-party administrator shall provide the District a hold harmless and a record keeping agreement that will further hold the Board risk free under the IRS provisions regulating non-reimbursed medical payments.

The Board nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

Waiver of Coverage

A member who elects to decline family and single Hospital Surgical Major Medical insurance, via a written waiver, shall be entitled to receive three thousand ($3,000) per fiscal year. This payment will be made through the District's Section 125 Plan in 26 installments coinciding with regular payroll assuming that the employee has not re-enrolled in the Board's plan during the prior fiscal year. Employees electing to waive this insurance coverage from the Board agree to remain out of the Board's insurance plan for at least one (1) year from the open enrollment date. If the member waives coverage from the Board and subsequently involuntarily loses their other insurance coverage, they can apply to re-enroll in the Board's plan in less than one year's time, beginning with the first day of the month following notification of the involuntary loss of other coverage. Where an employee's coverage changes due to the employee declining coverage mid-year or re-enrolling consistent with the terms of this paragraph mid-year, the waiver shall be prorated. This waiver of coverage option is not available when both spouses are employed by the Board.

In order to elect this option and receive this additional compensation for the upcoming school year, the teacher must complete, sign and file with the Treasurer of the Board a form indicating his/her election no later than two (2) weeks prior to the date of the first payroll in the new school

year. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein.

If a teacher selects payment in lieu of insurance as set forth above, but leaves active pay status or returns to the Board-provided medical insurance as set forth above at any point prior to the end of the contract year, the teacher will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year. In determining the proportional amount, only full months of non-coverage will be counted.

Effect of Retirement/Resignation

If a bargaining unit member retires under STRS, the Board's obligation to provide insurance fringe benefits under this Article and Articles 27 (Dental and Vision Insurance) and 28 (Life Insurance) of this Agreement shall cease upon the employee's first eligibility to receive insurance benefits through the retirement system. For all other resignations, an employee's eligibility for health insurance ends on the last day of the month in which the employee's resignation is effective.

ARTICLE 27

DENTAL AND VISION INSURANCE

The Board shall provide and pay 85% (single or family coverage) of a dental plan for bargaining unit members and their dependents. The Board shall provide and pay 85% (single or family coverage) of a vision plan for bargaining unit members and their dependents. Coverage levels currently in effect will remain without change.

ARTICLE 28

LIFE INSURANCE

The Board shall provide term life insurance for each bargaining unit member, in the amount of $50,000. The premium shall be paid by the Board. The Treasurer will notify each bargaining unit member of the amount of coverage after their 65th birthday. Bargaining unit members must sign the registration card and return it to the Treasurer's office.

ARTICLE 29

STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board agrees to pick-up, utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit members, at no cost to the Board under the following terms and conditions.

A. The amount to be "picked-up" on behalf of each bargaining unit member shall be the current STRS percentage, of the bargaining unit member's gross annual compensation. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of Ohio and Federal tax only.

B. This Article shall be uniformly applied to all bargaining unit members.

C. The pick-up shall become effective and shall apply to all compensation including supplemental earnings thereafter.

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

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

ARTICLE 30

SEVERANCE PAY

The maximum number of days for which payment will be made shall not exceed sixty (60). This maximum will be figured on the basis of 25% of accumulated sick leave up to 240 days. If accumulated sick leave is less than 240 days, then the maximum days for severance payment will be adjusted.

The Member must, within ninety (90) days of the last date of employment with the Board, prove acceptance into the STRS or other Ohio public retirement system by having received and cashed the first retirement check. No severance pay will be paid until the Treasurer has received a copy of the first retirement check (or electronic notification) from STRS or other Ohio public retirement system to such bargaining unit member, who must retire from active service with the Board and have served a minimum of ten (10) consecutive years with the District. All severance payments shall be made to the 403(b) plan, consistent with the rules of the plan. If contributions exceed the maximum permitted in one year to the plan, they will be paid out in the subsequent January of each following year.

The estate of any employee who dies would receive severance pay as specified above if the employee has served a minimum of ten (10) consecutive years with the District whether or not the employee was eligible at the time of death to service retire under STRS.

ARTICLE 31

SPECIAL RATES OF PAY

A. Home instruction, tutoring, summer school, and any other teaching assignments beyond the certificated staff member's regular class schedule will be compensated at the rate of $28.00 per hour.

B. Supervision of Saturday Schools and Detention Study Halls will be compensated at $26.00 per hour.

C. In the event regular substitutes are not available, the professional staff members may volunteer to serve as period substitutes, during their regularly scheduled preparation periods.

1. Requests for period substitutions shall be made as far ahead as possible by the building principal.

2. Substitutions shall be made within the professional staff member's department when possible.

3. Period substitutions shall be distributed as equally as possible among those professional staff members desiring to serve as substitutes.

4. Any teacher shall have the right to refuse with no reprisal.

ARTICLE 32

COLLECTION OF DUES AND MEMBERSHIP ENROLLMENT

The Board agrees to deduct from the pay of any bargaining unit member Association dues, initiation fees and assessments upon submission by the member to the Board's Treasurer of a voluntary written deduction authorization. This deduction will be without cost to the Association or member.

Payroll deductions will be made in as nearly equal pay period installments during the school year as practicable and in an amount determined by the Association. Authorized deductions will begin with the first pay period in October and continue through the last pay period in May. Any member hired after October 1 is entitled to seek voluntary payroll deduction of Association dues on a schedule determined by the Association's Treasurer, the Board's Treasurer, and the individual member.

All monies deducted for these purposes will be transmitted to the Association not more than seven (7) calendar days following collection via electronic transfer to an account designated by the Association. Accompanying each such transfer notification will be a complete listing of the names of the members for whom payroll deduction was made.

Association membership is annual with the membership year beginning September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

A member who wishes to cancel payroll deduction of Association dues/fees may do so by notifying the Board's Treasurer, in writing (with a courtesy copy to the Association President), not less than two (2) weeks prior to the effective date of the payroll change.

Upon receipt of notice of cancellation from a member, the Treasurer will confirm receipt to the Association President and cease deduction of dues. The Association agrees to indemnify the Employer for all cost of liability incurred as a result of the implementation and enforcement of this Article.

ARTICLE 33

ADVANCEMENT/PLACEMENT ON SALARY SCHEDULE

The salaries of all bargaining unit members are set forth in Article 34. The base salary will increase an additional 2.5% for the 2025-2026 school year, an additional 2.5% for the 2026-2027 school year, and an additional 2.5% for the 2027-2028 school year.

Placement on the Salary Schedule

All new employees will be placed on the salary schedule within the parameters set forth in Ohio law. Such new employees must, within 30 days of being hired by the Board, provide the necessary documentation (i.e. transcripts, certification, etc.) to the Treasurer. Failure to do so will result in pay being withheld until the required information is received. In writing, the Board will notify the teacher of this requirement.

Advancement on the Salary Schedule

A bargaining unit member may advance to a higher classification on the Salary Schedule as a result of additional credits earned.

This may occur only at two times during the school year: (1) at the beginning of the school year and, (2) at the beginning of the 2nd semester.

To be accepted for increased salary credit and horizontal movement on the salary schedule beyond initial placement, all graduate hours for current employees must be:

a. From an accredited college or university whose credits are recognized by the Ohio Department of Education and Workforce and/or the State Board of Education; and;

b. Within the teacher's teaching field and/or area of certification/licensure and are designed to enhance the applicant's present position with the District or contributes to a teacher's level of expertise in subject area knowledge or teaching strategies, and/or leads to additional education certification.

As such, it is anticipated by the parties that credit will not be recognized for courses or degrees from professional schools such as medicine, law, etc., or courses which are necessary to qualify for a different profession or vocation, such as real estate sales, unless such courses or degrees otherwise meet the aforementioned criteria. Regardless of the above, all credit recognized prior to the effective date of this Agreement will continue to be recognized.

Bargaining unit members will be placed on the higher classification only after:

A. Advance notice has been given of the intent to earn the necessary hours. Notice shall be given to the Treasurer's office for budgeting purposes by May 1st for a fall increase and by September 1st for a February increase. This form (Appendix B) must be completed and submitted by the previously mentioned dates. Failure to submit forms will result in forfeiting movement on the salary scale until the next semester break. Where possible, the teacher shall provide the Superintendent with the appropriate data indicating course work planned to be taken. Where an extenuating circumstance exists, i.e. the university has not provided sufficient notice of course offering intent, the bargaining unit member shall be responsible to meet with the Superintendent to apprise him/her of this fact.

B. The receipt of an Official Transcript from the appropriate college/university in the District Treasurer's office by August 31 for an increase effective first semester and by January 15 for an increase effective for the 2nd semester.

Salary adjustment will be made the first pay of the contract and the last pay of February. If official transcripts are not received by August 31 or January 15, salaries will be adjusted accordingly.

C. Credits earned within three (3) weeks of the beginning of a semester would qualify the bargaining unit member for the second semester if A and B have been completed.

Classification of Columns

All reference to "Master" or "Master's" shall mean a Master's Degree in Education, in a related field within the teacher's area of study, or in pursuing additional certification.

Bachelor	This group shall include all teachers with a B.S. or B.A. degree
Bachelor 150	This group shall include all teachers with a B.S. or B.A. degree with an accumulated total of 150 semester hours (225 quarter hours) or more of work.
Master	This group shall include all teachers with a Master's degree.
Master's + 15	This group shall include all teachers with a Master's degree plus 15 semester hours (23 quarter hours) of graduate work after the granting of the Master's degree.
Master's + 30	This group shall include all teachers with Master's degree plus 30 semester hours (45 quarter hours) or graduate work after the granting of the Master's degree.

All dollar fractions will be raised to the next whole dollar if the resulting figures from the above index are .5 or higher.

Employment of Retired Teachers

The parties agree to abide by the following terms and conditions relating to the reemployment of a teacher following such teacher's service retirement.

The Board is under no obligation to employ any retired teacher and the parties explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires.

a. A "retired" teacher must take health insurance benefits through STRS, if possible. If the teacher is precluded by STRS policy from receiving benefits through STRS, the teacher is eligible to participate in the Board's health insurance coverage (or opt out) on par with any other teacher.

b. Salary placement for years of service granted for retired teachers shall be at the discretion of the Board as long as a minimum of four (4) years of actual teaching and military experience is given such teacher. If a teacher is brought back for successive contracts, the teacher remains at Step 4 for each successive contract. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable, and the parties expressly agree and fully intend this provision to supersede and take precedence over any inconsistent or contrary Ohio statutes or regulations.

c. Seniority for retired teachers after retirement will be zero (0) upon such employment and will not accrue seniority.

d. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.

e. For purposes of reduction in force (Article 16) teachers employed by the Board after retirement shall be the first to have their contracts suspended pursuant to a reduction and prior to the suspension of any limited contract teachers and continuing contract teachers. Retired teachers may be re-employed following a reduction, but shall have no right of recall.

f. There will be no severance pay available for retired teachers employed by the Board.

g. Teachers employed by the Board after retirement will be given one-year limited contracts only. Non-renewal of such teachers will be accomplished through written notice to the teacher on or before June 1 of any year of the Board's intention not to renew their limited contract of employment. Other than the failure of the Board to provide such written notification to such teachers prior to that date, the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise and the Association agrees not to contest any waiver of rights executed by the employee at the time of hire. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of ORC Section 3319.11 and differs from the rights of other teachers contained within the terms of this Agreement.

h. Except as otherwise set forth in this provision, teachers employed by the Board after retirement shall be subject to all the rights and privileges in this Agreement.

i. The parties hereto agree that this provision, including the health insurance waiver set forth above, supersedes any inconsistent or contrary Ohio statute or regulation.

ARTICLE 34

A.

ELMWOOD LOCAL SCHOOLS
SALARY SCHEDULE INDEX

EXP. YRS.	BACHELOR DEGREE	BACHELOR 150	MASTER'S DEGREE	MASTER'S +15	MASTER'S +30
0	1.0000	1.0380	1.0950	1.1430	1.1930
1	1.0380	1.0810	1.1430	1.1960	1.2460
2	1.0760	1.1240	1.1910	1.2490	1.2990
3	1.1140	1.1670	1.2390	1.3020	1.3520
4	1.1520	1.2100	1.2870	1.3550	1.4050
5	1.1900	1.2530	1.3350	1.4080	1.4580
6	1.2280	1.2960	1.3830	1.4610	1.5110
7	1.2660	1.3390	1.4310	1.5140	1.5640
8	1.3040	1.3820	1.4790	1.5670	1.6170
9	1.3420	1.4250	1.5270	1.6200	1.6700
10	1.3800	1.4680	1.5750	1.6730	1.7230
11	1.4180	1.5110	1.6230	1.7260	1.7760
12		1.5540	1.6710	1.7790	1.8290
13		1.5970	1.7190	1.8320	1.8820
14			1.7670	1.8850	1.9350
15				1.9380	1.9880
20		1.6430	1.8200	2.0000	2.0410
25	1.4560	1.6890	1.8730	2.0620	2.0940
30	1.4940	1.7350	1.9260	2.1240	2.1470

B.

ELMWOOD LOCAL SCHOOLS					
SALARY SCHEDULE					
Effective 7-1-25					
$42,191 Base					
EXP. YRS.	BACHELOR DEGREE	BACHELOR 150	MASTER'S DEGREE	MASTER'S +15	MASTER'S +30
0	42,191	43,794	46,199	48,224	50,334
1	43,794	45,609	48,224	50,460	52,570
2	45,398	47,423	50,250	52,697	54,806
3	47,001	49,237	52,275	54,933	57,042
4	48,604	51,051	54,300	57,169	59,278
5	50,207	52,865	56,325	59,405	61,515
6	51,811	54,680	58,350	61,641	63,751
7	53,414	56,494	60,375	63,877	65,987
8	55,017	58,308	62,401	66,113	68,223
9	56,620	60,122	64,426	68,350	70,459
10	58,224	61,936	66,451	70,586	72,695
11	59,827	63,751	68,476	72,822	74,931
12		65,565	70,501	75,058	77,167
13		67,379	72,526	77,294	79,404
14			74,552	79,530	81,640
15				81,766	83,876
20		69,320	76,788	84,382	86,112
25	61,430	71,261	79,024	86,998	88,348
30	63,033	73,201	81,260	89,614	90,584

C.

ELMWOOD LOCAL SCHOOLS SALARY SCHEDULE Effective 7-1-26 $43,246 Base					
EXP. YRS.	BACHELOR DEGREE	BACHELOR 150	MASTER'S DEGREE	MASTER'S +15	MASTER'S +30
0	43,246	44,889	47,354	49,430	51,592
1	44,889	46,749	49,430	51,722	53,885
2	46,533	48,609	51,506	54,014	56,177
3	48,176	50,468	53,582	56,306	58,469
4	49,819	52,328	55,658	58,598	60,761
5	51,463	54,187	57,733	60,890	63,053
6	53,106	56,047	59,809	63,182	65,345
7	54,749	57,906	61,885	65,474	67,637
8	56,393	59,766	63,961	67,766	69,929
9	58,036	61,626	66,037	70,059	72,221
10	59,679	63,485	68,112	72,351	74,513
11	61,323	65,345	70,188	74,643	76,805
12		67,204	72,264	76,935	79,097
13		69,064	74,340	79,227	81,389
14			76,416	81,519	83,681
15				83,811	85,973
20		71,053	78,708	86,492	88,265
25	62,966	73,042	81,000	89,173	90,557
30	64,610	75,032	83,292	91,855	92,849

D.

ELMWOOD LOCAL SCHOOLS					
SALARY SCHEDULE					
Effective 7-1-27					
		$44,327	Base		
EXP. YRS.	BACHELOR DEGREE	BACHELOR 150	MASTER'S DEGREE	MASTER'S +15	MASTER'S +30
0	44,327	46,011	48,538	50,666	52,882
1	46,011	47,917	50,666	53,015	55,231
2	47,696	49,824	52,793	55,364	57,581
3	49,380	51,730	54,921	57,714	59,930
4	51,065	53,636	57,049	60,063	62,279
5	52,749	55,542	59,177	62,412	64,629
6	54,434	57,448	61,304	64,762	66,978
7	56,118	59,354	63,432	67,111	69,327
8	57,802	61,260	65,560	69,460	71,677
9	59,487	63,166	67,687	71,810	74,026
10	61,171	65,072	69,815	74,159	76,375
11	62,856	66,978	71,943	76,508	78,725
12		68,884	74,070	78,858	81,074
13		70,790	76,198	81,207	83,423
14			78,326	83,556	85,773
15				85,906	88,122
20		72,829	80,675	88,654	90,471
25	64,540	74,868	83,024	91,402	92,821
30	66,225	76,907	85,374	94,151	95,170

E.

EXTENDED SERVICE DAYS

It is agreed that extended service days shall remain at the following rates for the terms of this Agreement unless the Ohio Department of Education and Workforce reduces the number of extended service days it recommends for a particular position (or positions) or reduces state funding for a particular position (or positions). The Board will notify the Association President of its intention to reduce any position.

Employees on extended service will be paid their per diem pay as listed:

High School Guidance Counselors	20 Days Each
Middle School Guidance Counselor	15 Days
Elementary School Guidance Counselor	10 Days
High School Home Economics	10 Days
Vocational Agriculture	38 Days
Gifted Coordinator	2 Days
Preschool Regular Ed Teachers (3 positions)	3 Days Each
Engineering Career Coordinator	3 Days

Individuals may apply to the Superintendent for an increase or decrease in the number of extended days. Each employee who receives extended days will document date, number of hours, and how the time was used to the Superintendent by the end of the year.

ARTICLE 35

SUPPLEMENTAL CONTRACTS

Supplemental contracts for staff are a reasonable, just and necessary part of the District's commitment to its students in curricular, co-curricular, and extra-curricular functions and activities.

A job description will be developed for each activity that is assigned as a supplemental contract function and/or activity. The job descriptions will be developed in a cooperative relationship between staff and Administration, assigned by the Superintendent with final approval and implementation by the Board.

A. Supplemental Limited Contracts

Supplemental limited contracts will be issued in written form for a stated term. All such contracts will expire at the end of the term stated without further action by the Board or notice to the bargaining unit member.

Supplemental contracts will be void if not signed and returned within thirty (30) days after mailed to the member.

Employees holding supplemental contracts may request to "split" a contract and divide contractual duties. The decision whether or not to allow for the "splitting" of a supplemental contract, and/or the extent of such splitting, will be within the discretion of the Administration. In addition, where supplemental duties overlap or are otherwise incompatible in the determination of the Administration, multiple supplemental contracts will only be issued to one teacher with the express consent of the Administration. For athletic supplementals, the head coach may provide his or her input to the Superintendent regarding filling vacancies within the relevant athletic program, including split contracts. Employees decide whether or not to agree to split a contract. Compensation may vary from year to year for a supplemental contract based on the operation of this paragraph.

As stated in ORC Section 3313.53 before a supplemental contract position is offered to non-bargaining unit members, a preference will first be given to a bargaining unit member who applies for, and is qualified for, the position. If a bargaining unit applicant is not given the position, the applicant will have the right to meet with the Administration and be given the reason why.

B. Experience

Experience means actual work the individual has performed in the assigned area in the Elmwood School system or in a position within the District which is directly related to the new assignment (e.g., Middle School basketball and Freshman basketball.) Teachers hired for full-time teaching positions from another school district after July 1, 2022 may be granted experience credit for prior similar coaching experience for placement on the supplemental schedule.

C. **Calculation of Salary**

Supplemental salaries shall reflect the percentages and experience indicated on the supplemental salary schedule. Salaries shall be calculated on the Bachelors Degree Column and 0 years of experience amount as of July 1 of each year; with 0-2 years experience paid at 1.00, 3-5 years experience paid 1.05, 6-8 years experience paid at 1.10 and above 8 years experience paid at 1.15 times the base percentage amount.

1. Experience will be granted for movement/transfer to another position within the same activity, e.g., - assistant basketball to head basketball, instrumental music to choral music.

2. Persons contracted for a newly created supplemental position will be placed on the beginning step.

3. Depending upon the musical, various positions will be named, but will not exceed the total dollar amount of the current four supplementals: choreographer, instrumental director, vocal director, and technician.

D. Extended Season Pay

Head coaches and their assistant coaches, who have their season extended by virtue of participation of their teams in Ohio High School Athletic Association sponsored tournament competition will receive additional compensation.

Each coach and assistant coach responsible for five (5) or more participants shall be paid 10% of his/her coaching pay for each week beyond the regular season.

Each coach and assistant coach responsible for four (4) or fewer participants shall be paid 5% of his/her coaching pay for each week beyond the regular season.

For purposes of this provision, the regular season shall include the first full week of tournament play. In addition, the H.S. Band Director supplemental who accompanies the football team shall receive extended season pay under this section.

E. Failure to Complete Duties

Any teacher who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract, for reasons other than the suspension of that contract, shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the prorated portion of the contract for work completed and the remaining portion of the supplemental contract may be reissued with corresponding prorated payment at the level of pay as determined by the individual filling such position.

F. Supplemental Salary Committee

1. A supplemental salary committee may be established, to deal with both athletic and non-athletic supplementals. This committee shall consist of three (3) members

appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this committee shall include:

a. The addition of new positions and the determination of the appropriate compensation.

b. Changes in the present supplemental salary schedules; and

c. Increasing the number of coaches and/or advisors.

2. This committee shall meet upon the request of the Board or the Association.

3. Action of the committee shall be in writing, signed by a majority of the full membership of the committee.

4. Any changes in supplementals shall become a part of this Agreement upon action by the committee and approval by the Association and the Board.

5. The terms and conditions of supplemental contracts and duties under this Article shall continue to be collaboratively developed on an annual basis through the Supplemental Contract Committee. Once approved by the Association and the Board, all members of the bargaining unit will be issued a copy of any updated schedule of the revised version of this Article, complete with salary grid information. The updated supplemental salary schedule, complete with salary grid information, shall be considered part of the Agreement.

6. Nothing herein shall require the Board to maintain any supplemental position or provide any bargaining unit member with any expectation of continued employment in any supplemental position.

7. The number of coaching positions filled under supplemental contracts will not be based on the number of athletes in the particular sport. If student participation in the sport is so low that the Administration questions whether a normal complement of coaches is warranted, the Superintendent and Association President will meet to decide how to proceed.

ARTICLE 36					
A.	ELMWOOD SUPPLEMENTAL SALARY SCHEDULE				
	2025-2026				
	BASE:	$42,191			
		0-2 yrs.	3-5 yrs.	6-8 yrs.	Over 8 yrs.
Category	Index	1	1.05	1.1	1.15
HIGH SCHOOL SUPPLEMENTALS					
Music Department					
H.S. Band Director	0.165	6,962	7,310	7,658	8,006
H.S. Asst. Band Director	0.085	3,586	3,766	3,945	4,124
H.S. Pep Band Director	0.045	1,899	1,994	2,088	2,183
H.S. Percussion Advisor	0.03	1,266	1,329	1,392	1,528
H.S. Majorette Advisor	0.025	1,055	1,108	1,160	1,213
H.S. Flag Corps Advisor	0.025	1,055	1,108	1,160	1,213
H.S. Vocal Director	0.105	4,430	4,652	4,873	5,095
H.S. Piano Accompanist	0.025	1,055	1,108	1,160	1,213
H.S. Musical Director	0.08	3,375	3,544	3,713	3,882
H.S. Musical Instrumental Dir.	0.045	1,899	1,994	2,088	2,183
H.S. Musical Vocal Director	0.045	1,899	1,994	2,088	2,183
H.S. Musical Technician	0.025	1,055	1,108	1,160	1,213
H.S. Musical Choreographer	0.025	1,055	1,108	1,160	1,213
Clubs and Organizations					
H.S. Senior Class Advisor	0.045	1,899	1,994	2,088	2,183
H.S. Junior Class Advisor	0.06	2,531	2,658	2,785	2,911
H.S. Sophomore Class Advisor	0.02	844	886	928	970
H.S. Freshman Class Advisor	0.02	844	886	928	970
H.S. Spanish Club	0.03	1,266	1,329	1,392	1,456
H.S. FCCLA	0.03	1,266	1,329	1,392	1,456
H.S. Quiz Bowl	0.025	1,055	1,108	1,160	1,213
H.S. Science Club	0.03	1,266	1,329	1,392	1,456
H.S. Art Club	0.03	1,266	1,329	1,392	1,456
H.S. Engineering/Robotics	0.03	1,266	1,329	1,392	1,456
H.S. Student Council Advisor	0.055	2,321	2,437	2,553	2,669
H.S. Yearbook	0.04	1,688	1,772	1,856	1,941
H.S. National Honor Society	0.035	1,477	1,551	1,624	1,698
Athletic Department					
H.S./M.S. Athletic Director	0.2	8,438	8,860	9,282	9,704
H.S./M.S. Assistant Athletic Director	0.09	3,797	3,987	4,177	4,367
H.S. Ticket Manager	0.06	2,531	2,658	2,785	2,911
M.S. Ticket Manager	0.04	1,688	1,772	1,856	1,941
H.S. Head Cheerleading Coach	0.08	3,375	3,544	3,713	3,882
H.S. Assistant Cheerleading Coach	0.035	1,477	1,551	1,624	1,698
H.S. Strength Coach (4)	-	2,000	2,000	2,000	2,000

Fall Sports					
H.S. Head Football	0.14	5,907	6,202	6,497	6,793
H.S. Assistant Football (5)	0.095	4,008	4,209	4,409	4,609
H.S. Head Volleyball	0.11	4,641	4,873	5,105	5,337
H.S. Assistant Volleyball (2)	0.08	3,375	3,544	3,713	3,882
H.S. Head Boys/Girls Cross Country	0.11	4,641	4,873	5,105	5,337
H.S. Assistant Boys/Girls Cross Country	0.04	1,688	1,772	1,856	1,941
H.S. Head Boys Golf	0.1	4,219	4,430	4,641	4,852
H.S. Head Girls Golf	0.1	4,219	4,430	4,641	4,852
Winter Sports					
H.S. Head Boys Basketball	0.14	5,907	6,202	6,497	6,793
H.S. Assistant Boys Basketball (2)	0.095	4,008	4,209	4,409	4,609
H.S. Head Girls Basketball	0.14	5,907	6,202	6,497	6,793
H.S. Assistant Girls Basketball (2)	0.095	4,008	4,209	4,409	4,609
H.S. Head Boys Wrestling	0.14	5,907	6,202	6,497	6,793
H.S. Assistant Boys Wrestling (2)	0.095	4,008	4,209	4,409	4,609
H.S. Head Girls Wrestling	0.14	5,907	6,202	6,497	6,793
H.S. Assistant Girls Wrestling (1)	0.095	4,008	4,209	4,409	4,609
Spring Sports					
H.S. Head Boys/Girls Track (1)	0.11	4,641	4,873	5,105	5,337
H.S. Assistant Boys/Girls Track (4)	0.09	3,797	3,987	4,177	4,367
H.S. Head Softball	0.125	5,274	5,538	5,801	6,065
H.S. Assistant Softball (2)	0.085	3,586	3,766	3,945	4,124
H.S. Head Baseball	0.125	5,274	5,538	5,801	6,065
H.S. Assistant Baseball (2)	0.085	3,586	3,766	3,945	4,124
M.S. SUPPLEMENTALS					
Clubs and Organizations					
M.S. Cheerleading Coach	0.045	1,899	1,994	2,088	2,183
M.S. 7/8 Quiz Bowl Advisor	0.025	1,055	1,108	1,160	1,213
M.S. 5/6 Quiz Bowl Advisor	0.025	1,055	1,108	1,160	1,213
M.S. Student Council Advisor	0.05	2,110	2,215	2,321	2,426
M.S. Yearbook Advisor	0.03	1,266	1,329	1,392	1,456
Sports					
M.S. Cross Country	0.045	1,899	1,994	2,088	2,183
M.S. Football Coordinator	0.095	4,008	4,209	4,409	4,609
M.S. Football Coach (3)	0.085	3,586	3,766	3,945	4,124

M.S. Eighth Grade Volleyball	0.07	2,953	3,101	3,249	3,396
M.S. Seventh Grade Volleyball	0.07	2,953	3,101	3,249	3,396
M.S. Eighth Grade Boys Basketball	0.085	3,586	3,766	3,945	4,124
M.S. Seventh Grade Boys Basketball	0.085	3,586	3,766	3,945	4,124
M.S. Eighth Grade Girls Basketball	0.085	3,586	3,766	3,945	4,124
M.S. Seventh Grade Girls Basketball	0.085	3,586	3,766	3,945	4,124
M.S. Head Boys Wrestling	0.08	3,375	3,544	3,713	3,882
M.S. Assistant Boys Wrestling (2)	0.06	2,531	2,658	2,785	2,911
M.S. Head Girls Wrestling	0.08	3,375	3,544	3,898	4,483
M.S. Head Track	0.075	3,164	3,323	3,481	3,639
M.S. Assistant Track (3)	0.065	2,742	2,880	3,017	3,154
ELEMENTARY SUPPLEMENTALS					
Elem. Safety Patrol Advisor	0.015	633	665	696	728
Elem. Student Council Advisor	0.035	1,477	1,551	1,624	1,698
Elem. Yearbook Advisor	0.03	1,266	1,329	1,392	1,456
DISTRICT WIDE SUPPLEMENTALS					
District Leadership Team (4)		1,100			
H.S. Building Leadership Team (4)		900			
M.S. Building Leadership Team (4)		900			
Elem. Building Leadership Team (4)		900			
Professional Development Lead Teacher		1,200			

B. ELMWOOD SUPPLEMENTAL SALARY SCHEDULE 2026-2027					
	BASE:	$43,246			
		0-2 yrs.	3-5 yrs.	6-8 yrs.	Over 8 yrs.
Category	Index	1	1.05	1.1	1.15
HIGH SCHOOL SUPPLEMENTALS					
Music Department					
H.S. Band Director	0.165	7,136	7,492	7,849	8,206
H.S. Asst. Band Director	0.085	3,676	3,860	4,043	4,227
H.S. Pep Band Director	0.045	1,946	2,043	2,141	2,238
H.S. Percussion Advisor	0.03	1,297	1,362	1,427	1,567
H.S. Majorette Advisor	0.025	1,081	1,135	1,189	1,243
H.S. Flag Corps Advisor	0.025	1,081	1,135	1,189	1,243
H.S. Vocal Director	0.105	4,541	4,768	4,995	5,222
H.S. Piano Accompanist	0.025	1,081	1,135	1,189	1,243
H.S. Musical Director	0.08	3,460	3,633	3,806	3,979
H.S. Musical Instrumental Dir.	0.045	1,946	2,043	2,141	2,238
H.S. Musical Vocal Director	0.045	1,946	2,043	2,141	2,238
H.S. Musical Technician	0.025	1,081	1,135	1,189	1,243
H.S. Musical Choreographer	0.025	1,081	1,135	1,189	1,243
Clubs and Organizations					
H.S. Senior Class Advisor	0.045	1,946	2,043	2,141	2,238
H.S. Junior Class Advisor	0.06	2,595	2,724	2,854	2,984
H.S. Sophomore Class Advisor	0.02	865	908	951	995
H.S. Freshman Class Advisor	0.02	865	908	951	995
H.S. Spanish Club	0.03	1,297	1,362	1,427	1,492
H.S. FCCLA	0.03	1,297	1,362	1,427	1,492
H.S. Quiz Bowl	0.025	1,081	1,135	1,189	1,243
H.S. Science Club	0.03	1,297	1,362	1,427	1,492
H.S. Art Club	0.03	1,297	1,362	1,427	1,492
H.S. Engineering/Robotics	0.03	1,297	1,362	1,427	1,492
H.S. Student Council Advisor	0.055	2,379	2,497	2,616	2,735
H.S. Yearbook	0.04	1,730	1,816	1,903	1,989
H.S. National Honor Society	0.035	1,514	1,589	1,665	1,741
Athletic Department					
H.S./M.S. Athletic Director	0.2	8,649	9,082	9,514	9,947
H.S./M.S. Assistant Athletic Director	0.09	3,892	4,087	4,281	4,476
H.S. Ticket Manager	0.06	2,595	2,724	2,854	2,984
M.S. Ticket Manager	0.04	1,730	1,816	1,903	1,989
H.S. Head Cheerleading Coach	0.08	3,460	3,633	3,806	3,979
H.S. Assistant Cheerleading Coach	0.035	1,514	1,589	1,665	1,741
H.S. Strength Coach (4)	-	2,000	2,000	2,000	2,000
Fall Sports					
H.S. Head Football	0.14	6,054	6,357	6,660	6,963
H.S. Assistant Football (5)	0.095	4,108	4,314	4,519	4,725

H.S. Head Volleyball	0.11	4,757	4,995	5,233	5,471
H.S. Assistant Volleyball (2)	0.08	3,460	3,633	3,806	3,979
H.S. Head Boys/Girls Cross Country	0.11	4,757	4,995	5,233	5,471
H.S. Assistant Boys/Girls Cross Country	0.04	1,730	1,816	1,903	1,989
H.S. Head Boys Golf	0.1	4,325	4,541	4,757	4,973
H.S. Head Girls Golf	0.1	4,325	4,541	4,757	4,973
Winter Sports					
H.S. Head Boys Basketball	0.14	6,054	6,357	6,660	6,963
H.S. Assistant Boys Basketball (2)	0.095	4,108	4,314	4,519	4,725
H.S. Head Girls Basketball	0.14	6,054	6,357	6,660	6,963
H.S. Assistant Girls Basketball (2)	0.095	4,108	4,314	4,519	4,725
H.S. Head Boys Wrestling	0.14	6,054	6,357	6,660	6,963
H.S. Assistant Boys Wrestling (2)	0.095	4,108	4,314	4,519	4,725
H.S. Head Girls Wrestling	0.14	6,054	6,357	6,660	6,963
H.S. Assistant Girls Wrestling (1)	0.095	4,108	4,314	4,519	4,725
Spring Sports					
H.S. Head Boys/Girls Track (1)	0.11	4,757	4,995	5,233	5,471
H.S. Assistant Boys/Girls Track (4)	0.09	3,892	4,087	4,281	4,476
H.S. Head Softball	0.125	5,406	5,676	5,946	6,217
H.S. Assistant Softball (2)	0.085	3,676	3,860	4,043	4,227
H.S. Head Baseball	0.125	5,406	5,676	5,946	6,217
H.S. Assistant Baseball (2)	0.085	3,676	3,860	4,043	4,227
M.S. SUPPLEMENTALS					
Clubs and Organizations					
M.S. Cheerleading Coach	0.045	1,946	2,043	2,141	2,238
M.S. 7/8 Quiz Bowl Advisor	0.025	1,081	1,135	1,189	1,243
M.S. 5/6 Quiz Bowl Advisor	0.025	1,081	1,135	1,189	1,243
M.S. Student Council Advisor	0.05	2,162	2,270	2,379	2,487
M.S. Yearbook Advisor	0.03	1,297	1,362	1,427	1,492
Sports					
M.S. Cross Country	0.045	1,946	2,043	2,141	2,238
M.S. Football Coordinator	0.095	4,108	4,314	4,519	4,725
M.S. Football Coach (3)	0.085	3,676	3,860	4,043	4,227
M.S. Eighth Grade Volleyball	0.07	3,027	3,179	3,330	3,481
M.S. Seventh Grade Volleyball	0.07	3,027	3,179	3,330	3,481

M.S. Eighth Grade Boys Basketball	0.085	3,676	3,860	4,043	4,227
M.S. Seventh Grade Boys Basketball	0.085	3,676	3,860	4,043	4,227
M.S. Eighth Grade Girls Basketball	0.085	3,676	3,860	4,043	4,227
M.S. Seventh Grade Girls Basketball	0.085	3,676	3,860	4,043	4,227
M.S. Head Boys Wrestling	0.08	3,460	3,633	3,806	3,979
M.S. Assistant Boys Wrestling (2)	0.06	2,595	2,724	2,854	2,984
M.S. Head Girls Wrestling	0.08	3,460	3,633	3,996	4,595
M.S. Head Track	0.075	3,243	3,406	3,568	3,730
M.S. Assistant Track (3)	0.065	2,811	2,952	3,092	3,233
ELEMENTARY SUPPLEMENTALS					
Elem. Safety Patrol Advisor	0.015	649	681	714	746
Elem. Student Council Advisor	0.035	1,514	1,589	1,665	1,741
Elem. Yearbook Advisor	0.03	1,297	1,362	1,427	1,492
DISTRICT WIDE SUPPLEMENTALS					
District Leadership Team (4)		1,100			
H.S. Building Leadership Team (4)		900			
M.S. Building Leadership Team (4)		900			
Elem. Building Leadership Team (4)		900			
Professional Development Lead Teacher		1,200			

C.	ELMWOOD SUPPLEMENTAL SALARY SCHEDULE				
	2027-2028				
	BASE:	$44,327			
		0-2 yrs.	3-5 yrs.	6-8 yrs.	Over 8 yrs.
Category	Index	1	1.05	1.1	1.15
HIGH SCHOOL SUPPLEMENTALS					
Music Department					
H.S. Band Director	0.165	7,314	7,680	8,045	8,411
H.S. Asst. Band Director	0.085	3,768	3,956	4,145	4,333
H.S. Pep Band Director	0.045	1,995	2,094	2,194	2,294
H.S. Percussion Advisor	0.03	1,330	1,396	1,463	1,606
H.S. Majorette Advisor	0.025	1,108	1,164	1,219	1,274
H.S. Flag Corps Advisor	0.025	1,108	1,164	1,219	1,274
H.S. Vocal Director	0.105	4,654	4,887	5,120	5,352
H.S. Piano Accompanist	0.025	1,108	1,164	1,219	1,274
H.S. Musical Director	0.08	3,546	3,723	3,901	4,078
H.S. Musical Instrumental Dir.	0.045	1,995	2,094	2,194	2,294
H.S. Musical Vocal Director	0.045	1,995	2,094	2,194	2,294
H.S. Musical Technician	0.025	1,108	1,164	1,219	1,274
H.S. Musical Choreographer	0.025	1,108	1,164	1,219	1,274
Clubs and Organizations					
H.S. Senior Class Advisor	0.045	1,995	2,094	2,194	2,294
H.S. Junior Class Advisor	0.06	2,660	2,793	2,926	3,059
H.S. Sophomore Class Advisor	0.02	887	931	975	1,020
H.S. Freshman Class Advisor	0.02	887	931	975	1,020
H.S. Spanish Club	0.03	1,330	1,396	1,463	1,529
H.S. FCCLA	0.03	1,330	1,396	1,463	1,529
H.S. Quiz Bowl	0.025	1,108	1,164	1,219	1,274
H.S. Science Club	0.03	1,330	1,396	1,463	1,529
H.S. Art Club	0.03	1,330	1,396	1,463	1,529
H.S. Engineering/Robotics	0.03	1,330	1,396	1,463	1,529
H.S. Student Council Advisor	0.055	2,438	2,560	2,682	2,804
H.S. Yearbook	0.04	1,773	1,862	1,950	2,039
H.S. National Honor Society	0.035	1,551	1,629	1,707	1,784
Athletic Department					
H.S./M.S. Athletic Director	0.2	8,865	9,309	9,752	10,195
H.S./M.S. Assistant Athletic Director	0.09	3,989	4,189	4,388	4,588
H.S. Ticket Manager	0.06	2,660	2,793	2,926	3,059
M.S. Ticket Manager	0.04	1,773	1,862	1,950	2,039
H.S. Head Cheerleading Coach	0.08	3,546	3,723	3,901	4,078
H.S. Assistant Cheerleading Coach	0.035	1,551	1,629	1,707	1,784
H.S. Strength Coach (4)	-	2,000	2,000	2,000	2,000
Fall Sports					
H.S. Head Football	0.14	6,206	6,516	6,826	7,137
H.S. Assistant Football (5)	0.095	4,211	4,422	4,632	4,843

H.S. Head Volleyball	0.11	4,876	5,120	5,364	5,607
H.S. Assistant Volleyball (2)	0.08	3,546	3,723	3,901	4,078
H.S. Head Boys/Girls Cross Country	0.11	4,876	5,120	5,364	5,607
H.S. Assistant Boys/Girls Cross Country	0.04	1,773	1,862	1,950	2,039
H.S. Head Boys Golf	0.1	4,433	4,654	4,876	5,098
H.S. Head Girls Golf	0.1	4,433	4,654	4,876	5,098
Winter Sports					
H.S. Head Boys Basketball	0.14	6,206	6,516	6,826	7,137
H.S. Assistant Boys Basketball (2)	0.095	4,211	4,422	4,632	4,843
H.S. Head Girls Basketball	0.14	6,206	6,516	6,826	7,137
H.S. Assistant Girls Basketball (2)	0.095	4,211	4,422	4,632	4,843
H.S. Head Boys Wrestling	0.14	6,206	6,516	6,826	7,137
H.S. Assistant Boys Wrestling (2)	0.095	4,211	4,422	4,632	4,843
H.S. Head Girls Wrestling	0.14	6,206	6,516	6,826	7,137
H.S. Assistant Girls Wrestling (1)	0.095	4,211	4,422	4,632	4,843
Spring Sports					
H.S. Head Boys/Girls Track (1)	0.11	4,876	5,120	5,364	5,607
H.S. Assistant Boys/Girls Track (4)	0.09	3,989	4,189	4,388	4,588
H.S. Head Softball	0.125	5,541	5,818	6,095	6,372
H.S. Assistant Softball (2)	0.085	3,768	3,956	4,145	4,333
H.S. Head Baseball	0.125	5,541	5,818	6,095	6,372
H.S. Assistant Baseball (2)	0.085	3,768	3,956	4,145	4,333
M.S. SUPPLEMENTALS					
Clubs and Organizations					
M.S. Cheerleading Coach	0.045	1,995	2,094	2,194	2,294
M.S. 7/8 Quiz Bowl Advisor	0.025	1,108	1,164	1,219	1,274
M.S. 5/6 Quiz Bowl Advisor	0.025	1,108	1,164	1,219	1,274
M.S. Student Council Advisor	0.05	2,216	2,327	2,438	2,549
M.S. Yearbook Advisor	0.03	1,330	1,396	1,463	1,529
Sports					
M.S. Cross Country	0.045	1,995	2,094	2,194	2,294
M.S. Football Coordinator	0.095	4,211	4,422	4,632	4,843
M.S. Football Coach (3)	0.085	3,768	3,956	4,145	4,333
M.S. Eighth Grade Volleyball	0.07	3,103	3,258	3,413	3,568
M.S. Seventh Grade Volleyball	0.07	3,103	3,258	3,413	3,568

M.S. Eighth Grade Boys Basketball	0.085	3,768	3,956	4,145	4,333
M.S. Seventh Grade Boys Basketball	0.085	3,768	3,956	4,145	4,333
M.S. Eighth Grade Girls Basketball	0.085	3,768	3,956	4,145	4,333
M.S. Seventh Grade Girls Basketball	0.085	3,768	3,956	4,145	4,333
M.S. Head Boys Wrestling	0.08	3,546	3,723	3,901	4,078
M.S. Assistant Boys Wrestling (2)	0.06	2,660	2,793	2,926	3,059
M.S. Head Girls Wrestling	0.08	3,546	3,723	4,096	4,710
M.S. Head Track	0.075	3,325	3,491	3,657	3,823
M.S. Assistant Track (3)	0.065	2,881	3,025	3,169	3,313
ELEMENTARY SUPPLEMENTALS					
Elem. Safety Patrol Advisor	0.015	665	698	731	765
Elem. Student Council Advisor	0.035	1,551	1,629	1,707	1,784
Elem. Yearbook Advisor	0.03	1,330	1,396	1,463	1,529
DISTRICT WIDE SUPPLEMENTALS					
District Leadership Team (4)		1,100			
H.S. Building Leadership Team (4)		900			
M.S. Building Leadership Team (4)		900			
Elem. Building Leadership Team (4)		900			
Professional Development Lead Teacher		1,200			

ARTICLE 37

PAY PERIODS

The Board shall pay salaries, inclusive of yearly supplementals that are in effect at the beginning of the school year, in twenty-six (26) installments, on a bi-weekly basis, no later than Friday. Effective with the 2026-2027 school year, the Board shall pay salaries, inclusive of yearly supplementals that are in effect at the beginning of the school year, in twenty-four (24) installments.

The Treasurer will forward the bargaining unit member's pay information for each pay to the e-mail address specified by the employee.

Each employee is required to have his/her pay electronically deposited into a financial institution for which direct deposit is available.

The Treasurer shall normally distribute salary notices to bargaining unit members no later than July 1 for the succeeding school year. However, when the salary schedule for the succeeding year has not been agreed upon by July 1, the Treasurer shall then distribute salary notices within thirty (30) days after the new salary schedule has been established.

ARTICLE 38

ENROLLMENT IN 403(b) PLAN

Any bargaining unit member may enroll in the Elmwood Local Schools 403(b) Plan in accordance with the terms of the Plan.

ARTICLE 39

WORK YEAR/WEEK/DAY

WORK YEAR

A. <u>Calendar</u>

By the end of January of each year, a committee will collaborate to produce two (2) calendar options to be presented to the Association for consideration. The committee shall consist of two (2) EEA members (appointed by the EEA Executive Team), the Superintendent, and up to two (2) administrators. The Superintendent may invite additional members to participate in the committee.

The committee will produce and vote on the calendar for two (2) consecutive school years and thereafter maintain a calendar for two (2) years in advance. The two (2) options will be voted upon by all Association Members. Both parties agree that the voting in no way binds the Superintendent or the Board in adopting a school calendar.

The Board, with direct input from the Association, shall determine annually the days and the hours when school shall be in session for instructional purposes. The regular contract year for a bargaining unit member shall be no more than one hundred eighty-four (184) days and shall consist of the following:

178 Days Instruction
2 Days Parent Teacher Conferences
4 Days Teacher Workdays and Professional Development*
184 Days

*Day 1: Prior to school starting for the new school year, we will have one day for opening staff meetings and for our community open house (First Night).

Day 2: One day at the end of 1st semester. This day will be one-half day for teacher workday and one half-day for professional development that is set up by the professional development committee.

Day 3: One day during the school year for a full day of professional development that is set up by the professional development committee.

Day 4: One day after school is out for the year that is for a full day teacher workday.

The professional development committee is a jointly run committee that is run by the administration and Association. The goal of this committee is to give the Superintendent ideas that establish quality professional development for the District. The committee will meet as needed to plan out the professional development needs for the year. Teachers value time for grade level/department meetings and these tools should be built into the year as appropriate by the committee. The committee's goal is to recommend ideas, but it is understood that this in no way binds the Superintendent or the Board in adoption of professional development for the school year.

Pupil services personnel (occupational therapy/speech/guidance counselor) that are required to maintain licensure, shall place a request to the professional development committee to opt out of the district professional development classes, with the approval of the Administration, when it does not pertain to maintaining their license. Such personnel shall utilize the professional development day towards other professional development activities relevant to their licensure.

Finally, during any professional development day or work day, bargaining unit members shall be expected to be in their assigned building(s) the same length of time as any other work day.

B. Calamity Days/Remote/E-Learning

All employees shall be paid the appropriate rate of pay for all days or part of a day when schools are closed due to a disease epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to

the school's operation, damage to a school building, temporary circumstances due to a utility failure rendering the school building unfit for use, or other public calamity.

MINIMUM SCHOOL YEAR

The Board will meet the requirements of O.R.C. 3313.48 regarding the minimum hours of instruction that schools must be open. Consistent with law, the Board will not reduce the number of hours in each school year that the school is scheduled to be open for instruction from the number of hours per year the school was open for instruction during the previous school year unless the reduction is approved by a resolution adopted by the district board of education and the relevant provisions of this Agreement are followed or changes negotiated with the Association.

The Superintendent shall determine whether calamity days shall be made up consistent with the Board-adopted calendar. The Superintendent may declare remote/e-learning activities when permitted by law. When it is anticipated in advance that school may be closed to students, the Superintendent will communicate anticipated plans for remote/e-learning and calamity days with the Association President. The professional development committee will create the guidelines and expectations for the e-learning lessons. The Association and the Administration shall jointly determine the length of the work day(s) and when such day(s) shall be worked.

REMOTE/E-LEARNING DAYS

If a teacher had a pre-planned appointment/sick leave day already scheduled and the school closes and moves to an e-learning day and staff are not required to report, the following procedure applies:

- The teacher shall contact the principal to make him/her aware of the preplanned appointment/sick leave day and

- The teacher shall post their lessons as indicated and put a note that states: they are busy and will not be available for immediate response or direct contact from 10 am to 2 pm, and they will respond to any emails upon their return.

As long as the above is done, the teacher will not be charged with a sick day. If someone is on an approved extended leave, they will be charged a sick day.

Work Week

The work week shall be Monday through Friday.

Work Day

The normal full-time work day for bargaining unit members shall be no more than seven and one-fourth (7-1/4) hours inclusive of planning-conference time and a thirty (30) consecutive minute duty free lunch.

All bargaining unit members assigned to the middle school and high school levels shall be provided the equivalent of five (5) class periods per week to be used as planning-conference time.

Each elementary certificated/licensed staff member shall be guaranteed a minimum of two hundred (200) minutes per week of planning time during the student day. The aforementioned 200 minutes will be distributed as evenly as possible to assure the certificated/licensed staff member conference time during every work day. Providing this conference period for each staff member shall not be cause to extend the elementary certificated/licensed staff member's work day. In an effort to address educational and/or professional concerns (intervention, parent and student conferences, etc.), except under exigent circumstances, the Board will not utilize regular elementary classroom teachers for lunch time recess duty.

The work day shall include appropriate time to carry out teacher responsibilities outside of the student school day, and such time shall be free of other supervision responsibilities except under emergencies or extenuating circumstances.

ARTICLE 40

RESIDENT EDUCATOR MENTORING PROGRAM

A. The Board will implement a two-year Resident Educator Mentoring Program for newly licensed teachers in accordance with Ohio Law and consistent with standards established by the State Board of Education (SBE)

B. A mentor will be provided any State-mandated mentor training at Board expense. Release time will be provided for such training. No mentor shall be assigned more than two (2) resident educator teachers per year without the Superintendent's consent.

C. A mentor will consult with and assist his/her assigned resident educator teacher in accordance with applicable SBE and District standards. Release time for mentoring activities will be separated from any other release time addressed in this Agreement and be coordinated by the Superintendent and/or principal.

D. A mentor shall provide orientation on the following:
    1. nature and operation of the Program, including responsibilities, structures, goals and procedures for Resident Educators;
    2. The pupils and community of Elmwood Local School District;
    3. School policies, procedures and routines;
    4. Courses of Study, lesson plan responsibilities;
    5. The layout and facilities of the assigned building(s);
    6. Curriculum requirements, classroom supplies, and media;
    7. Assistance with management tasks identified as difficult for entry year teachers such as co-curricular assignments, athletic policies and assignments;
    8. Assistance in the improvement of instructional skills and classroom management.

Unless otherwise required by law, a resident educator teacher will not be required to complete an IPDP or utilize the LPDC process.

E. A mentor does not have a formal evaluative role and shall not participate in any formal or informal evaluation of the resident educator teacher. The mentor's primary role is to support and assist the professional growth of the resident educator teacher using formative assessment tools.

F. A mentor shall not be requested or directed to make a recommendation on the continued employment of a resident educator teacher.

G. Other than a notation to the effect that a teacher served as a mentor in the Program, a mentor's participation and activities in the Program will not be part of the mentor's evaluation as a District teacher.

H. Communications between the mentor and the resident educator teacher shall be kept confidential to the extent permitted by law.

I. Mentors and resident educator teachers are encouraged to submit recommendations for improving the Program to the Superintendent and Association President by May 1 of each school year.

J. A mentor will be compensated as follows: $600 (first year mentorship); $600 (second year).

K. Mentors and resident educator teachers will receive up to one half (1/2) day each semester to meet and collaborate.

ARTICLE 41

MEDICATION AND NURSING PRACTICES

A member of the bargaining unit shall not be required, on a routine basis, to dispense medication, either prescription or over the counter medication, nor perform nursing practices.

ARTICLE 42

DISCIPLINE

No employee will be disciplined arbitrarily or capriciously. The Board agrees to follow traditional principles of progressive discipline, recognizing that some or all preliminary progressive levels may be bypassed in a case of serious misconduct. The progressive levels of discipline are:

A. Documented verbal warning;

B. Written Reprimand;

C. Unpaid Suspension; and

D. Termination.

A documented verbal warning or written reprimand may be imposed by the employee's principal or the Superintendent. A documented verbal warning will be placed in an administrative file and a written reprimand will be placed in the employee's personnel file. An unpaid suspension may be imposed by the Superintendent. Only the Board may terminate an employee. Except for a termination, discipline may be grieved under Article 14 (Grievance Procedure) of this Agreement. Termination of an employee's contract shall be for good and just cause according to ORC Section 3319.16 and related statutes, and, if challenged will be processed in accordance with the procedures that appear in these statutes. Termination, therefore, is not grievable, under Article 14 of this Agreement.

An employee is entitled, upon request, to an Association representative at any meeting held under this Article.

No provision of this Article or any other part of this Agreement shall apply to the release of an employee under ORC Section 3319.39, it being mutually understood that any such release is governed exclusively by the provisions of that statute.

ARTICLE 43

SEVERABILITY

A. This Agreement prevails over any conflicting Ohio statute or Board policy except as otherwise provided in ORC Section 4117.10(A) or any other Ohio statute that expressly supersedes a conflicting term of a collective bargaining agreement entered into under ORC Chapter 4117.

B. Should a term of this Agreement be found by a court of competent jurisdiction or the State Employment Relations Board to be unlawful, or should a term of this Agreement on its face violate an applicable Ohio or federal statute, the parties' bargaining representatives will promptly (within thirty (30) days) meet and attempt mutually to bring such term into compliance with law. If the parties fail to reach agreement within thirty (30) calendar days of their initial meeting, the dispute settlement procedure appearing in Article 8 (Professional Negotiations Procedures), Section I of this Agreement will be utilized to resolve the dispute. It is mutually understood that all provisions of this Agreement not affected by the issue of illegality remain in full force and effect.

C. As required by ORC Section 3302.10(P), the provisions of Section 3302.10 are incorporated by reference as part of this Agreement.

ARTICLE 44

PERIOD OF CONTRACT

The period of this Agreement will run from 12:00 midnight on July 1, 2025 and remain in full effect until 12:00 midnight on June 30, 2028.

For the Board

Sarah Simon, Board Member
Elmwood Local Board of Education

Brian Arnold, Board Member
Elmwood Local Board of Education

Jeremie Pennington, Board Member
Elmwood Local Board of Education

Tony Borton, Superintendent
Elmwood Local School District

Jenalee Niese, Treasurer
Elmwood Local School District

For the Association

Rebecca Peery, President
Elmwood Education Association

Eric Poffenbaugh, Vice President
Elmwood Education Association

Cynthia Zattau, Negotiator
Elmwood Education Association

Tyler Rosendale, Negotiator
Elmwood Education Association

Megan Hayes, Negotiator
Elmwood Education Association

APPENDIX A
Elmwood Schools
FORMAL GRIEVANCE FORM

Name of Grievant: _____
Building: _____ Date Grievance Occurred: _____

Informal Step
Date of Discussion:_____

Step 1 – Immediate Supervisor

State of Grievance: _____

Remedy Requested: _____

Signature of Grievant: _____ Date: _____

Signature of Acknowledging Receipt: _____ Date: _____

Date of Hearing at Step 1: _____

Disposition Received: _____

Elmwood Schools
FORMAL GRIEVANCE FORM

Step 2 – Superintendent

Date of Hearing at Step 2: _____

Date of Disposition Received: _____

Step 3 – Request for Mediation

By mutual agreement, this issue is being submitted to mediation by FMCS.

_____ _____

Signature of Grievant Date Submitted to FMCS

_____ _____

Signature of Acknowledgment Date of Receipt

Step 4 – Arbitration

The grievant and the Association are submitting this grievance to arbitration and have served notice to AAA of this Appeal.

_____ _____

Signature of Grievant Date Submitted AAA

_____

Signature of Association President

APPENDIX B

REMINDER MEMO AND APPLICATION FOR ADVANCEMENT ON THE SALARY SCHEDULE

TO: All Staff

FROM: The Administrative Office

DATE:

RE: Salary Advance For: circle one: MAY 1 DEADLINE: for September advancement

SEPTEMBER 1 DEADLINE for February advancement

A reminder that any certificated employee who anticipates advancing to a higher classification on the salary schedule next fall or spring as a result of earning additional graduate credit must complete a SALARY SCHEDULE ADVANCEMENT NOTICE. When completed, this form must be delivered to the Office of the Treasurer by May 1 for September 1 advancement; or by September 1 for a February increase. Check the Master Agreement if you need to review this provision provided in Article 33.

Below is the SALARY SCHEDULE ADVANCEMENT NOTICE. Complete and return if you will be qualifying for advancement. If you have any questions please feel to contact the Office of the Treasurer.

SALARY SCHEDULE ADVANCEMENT NOTICE

This will serve as notice that I will have the necessary credits to move to the following higher classification on the Salary Schedule:

Name_____Date_____

_____Bachelor's 150 _____Master's + 15

_____Master's Degree _____Master's + 30

I will have the credit to advance at:

_____Beginning of school year _____Beginning of 2nd semester

_____Official transcript attached

_____Official transcript will be forwarded. By whom and when:_____

Please forward completed notice and any applicable transcript(s) to the Office of the Treasurer. If not hand delivering, please contact the treasurer within three days to verify its receipt.

APPENDIX C

PROCEDURE FOR CONSIDERATION OF CONTINUING CONTRACT STATUS

Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by October 15 of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility either:

A. A Professional, Permanent or Life teacher's certificate issued by the Ohio Department of Education; or

B. If the teacher was initially issued a teacher's certificate or educator's license before January 1, 2011, a Professional Educator's License, Senior Professional Educator License, or Lead Professional Educator License issued by the Ohio Department of Education and proof of either of the following:

   1.) If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

   2.) If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of such teaching certificate or license; or.

C. If the teacher never held a teacher's certificate and was initially issued an educator's license on or after January 1, 2011 and has held an educator's license for at least seven (7) years, a Professional Educator's License, Senior Professional Educator License, or Lead Professional Educator License issued by the Ohio Department of Education and proof of either of the following:

   1.) If a master's degree was not held at the time of initially receiving a teaching an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license; or

   2.) If a master's degree was held at the time of initially receiving a teaching an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

The teacher must have taught for at least three (3) of the last five (5) years in the District. If the teacher attained continuing contract status in another Ohio school district, the teacher must have served at least two (2) years in the District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board tenure is approved prior to the expiration of this two-year period.