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AGREEMENT BETWEEN

ELIDA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

ELIDA EDUCATION ASSOCIATION

Effective

July 1, 2025 through June 30, 2028

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AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of October, 2025 between the ELIDA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter referred to as the "BOARD" and the ELIDA EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

ARTICLE I. RECOGNITION

Recognition of the Association

1.01 The Elida Local School District Board of Education, hereinafter referred to as the Board, recognizes the Elida Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive and sole negotiations representative of all regular full-time and part-time teachers in the Elida Local School District (including social workers, nurses, and librarians) except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and other administrative or supervisory personnel employed by the Board.

Definition

1.02 For the purpose of this section, "other administrative or supervisory personnel" shall include any employee having the authority to hire, transfer, suspend, layoff, recall, reward, assign, promote, discharge or discipline or direct other employees, adjust their grievances or make recommendations thereon.

Negotiation Restrictions

1.03 The Board agrees not to negotiate with any teachers' organization other than the Association on behalf of those teachers in the bargaining unit for the duration of this agreement.

1.04 The Association agrees that membership in the Association does not exclude any teacher as a member on the basis of race, color, creed, sex, age, religion, handicaps, national origin or ancestry of any person.

ARTICLE II. ARTICLES AND COMPLETE AGREEMENT

Articles

2.01 The policy statements and regulations attached hereto in the form of articles are made a part of this document.

Prior Agreements

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

2.03 All members of the bargaining unit, except hourly employees, shall be paid on the same teachers salary schedule.

2.04 The parties agree to incorporate the provisions of RC 3302.10 as if rewritten herein only to the extent necessary to comply with the law.

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ARTICLE III. TERM OF AGREEMENT

Term of Agreement

3.01 The Board of Education of Elida Local Schools and the Elida Education Association hereby agree that the items in this document be adopted effective as of July 1, 2025 and shall continue in effect through June 30, 2028.

3.02 The Board of Education and the Elida Education Association agree that this document inclusively consists of Article I through XLVII.

3.03 In Witness Thereof, we the undersigned representatives of the Board of Education and the Elida Education Association, its officers and members, have here unto set our hands this 24th day of October, 2025.

Elida Education Association

By _____
EEA President/Negotiation Chairperson

By _____
EEA Vice President

Elida Local School District Board of Education

By _____
Board President

By _____
Superintendent

By _____
Treasurer

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ARTICLE IV. DEFINITIONS

Definitions

4.01 "Association" means the Elida Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.

4.02 "Board" means the Board of Education of the School District of Elida, that is a party to this Agreement.

4.03 "Days" mean calendar days except when otherwise indicated in this Agreement.

4.04 "District" means the employer known as the School District of Elida.

4.05 "Employee" means a person who is a member of the bargaining unit as defined in Article I of this Agreement.

4.06 "Employer" means the same as "District".

4.07 "Immediate Supervisor" means the supervisor to whom the employee (teacher) directly reports.

4.08 "NEA" means the National Education Association.

4.09 "EEA" means the Elida Education Association.

4.10 "OEA" means the Ohio Education Association.

4.11 "Teacher" means the same as Employee, i.e., a member of the bargaining unit.

ARTICLE V. NEGOTIATION PROCEDURE

Directing Requests

5.01 Requests in writing for negotiations meetings from the Association will be made directly to the Superintendent or his designee. Requests from the Board shall be made in writing to the President of the Association. Requests for negotiation meetings shall be submitted at least seventy (70) days prior to the expiration of the contract term.

Negotiation Meetings

5.02 An agreement shall be reached by the Board and the Association within five (5) days of the request as to the time and place of the meeting which shall be held within ten (10) days after the request has been submitted. All items proposed by the parties shall be written and submitted to the representatives of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, shall be established by mutual agreement at the first meeting.

5.03 When bargaining sessions are scheduled during the school day the Board shall provide release time to the Association's bargaining team at no loss of pay. The Board shall provide substitutes.

5.04 As used in this Article the terms "Board" and "Association" shall be construed to include their respective representatives.

5.05 Time and dates as used in this Article may be changed by mutual agreement.

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Representation

5.06 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. A maximum of six (6) representatives of the Board shall meet with a maximum of six (6) representatives of the Association to negotiate in good faith as defined in paragraph 5.20. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The Association's six (6) member bargaining team shall be comprised of at least one (1) representative from each building.

Exchange Of Information

5.07 Upon reasonable request, the Superintendent shall make available to the Association all public documents or such information as is pertinent to the issues under negotiation; provided however, that nothing herein shall require the Superintendent to make available to said teacher association any information or reports expressly compiled for the use of the Board or its negotiators.

Caucus

5.08 The Chairman of either group may recess his group for independent caucus of reasonable duration at any time during a negotiation meeting.

Protocol

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

Item Agreement

5.10 As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party. Such initialing shall not be construed as final agreement and shall not be binding upon the negotiation teams until all items in dispute have been resolved.

Schedule of Meetings

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

Agreement

5.12 If consensus is reached on those matters being negotiated, the understanding of the teams shall be reduced to writing and submitted to the membership of the Association for ratification. If ratified, the written contract between the parties shall be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall be signed by both parties.

5.13 There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.

Disagreement

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5.14 In the event the parties are unable to reach agreement at any time prior to forty-five (45) days before the expiration date of this agreement, either party may call for mediation. The Mediator may be selected by agreement.

5.15 If agreement on selection of a Mediator is not reached within five (5) calendar days after the call for mediation, a joint letter shall be written by the negotiating parties and sent to a mutually agreed upon mediator. The cost of the mediator shall be shared equally by the parties.

5.16 The Mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreements in accordance with the rules and regulations of the FMCS.

5.17 In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code (O.R.C.), such right being modified by future changes, if any, to the O. R. C.

Rights Of Individuals

5.18 Nothing in this document shall prohibit any certificated teaching employee from presenting views, proposals, or grievances to the Superintendent or to the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this contract.

5.19 "Good faith" involves coming to the negotiation table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiation as a shared process.

5.20 The obligation of the representatives of the Board and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

5.21 The Negotiation Procedures set forth in this Article constitute the entire dispute settlement procedure mutually agreed to by the parties.

ARTICLE VI. SALARY SCHEDULE

6.01 A salary schedule with a Bachelor's Degree base of forty-two thousand eight hundred forty-nine dollars ($42,849.00) for the 2025-2026 school year, forty-four thousand one hundred thirty-four dollars ($44,134.00) for the 2026-2027 school year, and forty-five thousand seventeen dollars ($45,017.00) for the 2027-2028 school year.

2025 – 2026	4.5% increase
2026 – 2027	3.0% increase
2027 – 2028	2.0% increase

Pay scales will be attached as Appendix A.

6.02 Teachers will be paid forty dollars ($40) per hour for attendance at committee meetings held outside the contract day set forth in section 12.01, not to exceed 20 hours per year per committee unless approved by the Superintendent. The following committees will be eligible for this payment: LPDC, DLT, BLT, OTES, safety, lead teacher, curriculum implementation, and PBIS. The Superintendent may add to this list of committees as he/she deems necessary. Unless specified elsewhere in this Agreement, the building principal shall determine the number of participants on each committee and the number of hours the committee meets.

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6.03 Teachers who teach college credit plus courses will receive $600 per college course credit hour with at least one student enrolled in the course for college credit. This payment will be prorated if all students withdraw from the course. This will be payable in January and June of each year.

Example:

Lit 1, 3 college credit hours, has 18 students split among 3 high school periods. Teacher would receive $1,800 payment for this.

Speech, 3 college credit hours, has 15 students first semester, and 20 different students second semester. Teacher would be paid a total of $3,600 for this.

6.04 Elida Local School will reimburse Elida High School employees who do not live in the Village of Elida, and were employed at Elida High School prior to January 1, 2010, the sum of $250 per year to compensate for the .75% Elida Village Income Tax. This reimbursement will begin with the 2011-2012 school year. In the event that the Elida Local School District initiates the annexation of the Elida Elementary School or the Elida Middle School, and the annexation goes into effect, the same $250 reimbursement will apply to those employees.

ARTICLE VII. PAY PERIODS

Pay Periods

7.01 The contract year shall be divided into twenty-four (24) pay periods. The pays will occur on the 15th and 30th of each month. If the 15th or 30th falls on a weekend the pay will occur on the Friday preceding that weekend.

ARTICLE VIII. PAYROLL

Deductions

8.01 Members of the Association shall be entitled to payroll deduction of dues for their respective designated organizations -- the Elida Education Association, the Northwestern Ohio Education Association, the Ohio Education Association and the National Education Association -- upon presentation of a written deduction authorization by individual employees.

8.02 Members of the bargaining unit may participate in payroll deduction for annuities, credit union, the Elida Education Association Scholarship Fund and the Elida Education Association Assistance Fund. Enrollment dates and conditions for participation are to be worked out with the Treasurer.

Paycheck/Pay Form Distribution

8.03 Teachers shall be paid via direct deposit and shall receive a statement via e-mail. Teachers may request that statements be sent to up to two e-mail addresses.

ARTICLE IX. CLASSIFICATION OF TEACHERS

Bachelor's Degree

9.01 Teachers with a Bachelor's Degree from a college or university approved by the State Department of Education, Division of Teacher Education and Certification.

One Hundred Fifty Semester Hours

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9.02 Teachers who have a Bachelor's Degree and total of one hundred fifty (150) semester hours of credit from a college or university approved by the State Department of Education, Division of Teacher Education and Certification.

MA Degree

9.03 Teachers who have a Master's Degree from a college or university approved by the State Department of Education, Division of Teacher Education and Certification.

MA + 15 Semester Hours

9.04 Teachers who have a Master's Degree from a college or university approved by the State Department of Education, Division of Teacher Education and Certification, and have earned fifteen (15) semester hours of graduate college credit after the date of receiving the Master's Degree. College or university credit on the salary schedule shall be given for educational courses which increase proficiency in the classroom, are beneficial to teaching in general, or are courses in school administration.

MA + 30 Semester Hours

9.05 Teachers who have a Master's Degree from a college or university approved by the State Department of Education, Division of Teacher Education and Certification, and have earned thirty (30) semester graduate hours of college credit after the date of receiving the Master's Degree. College or university credit on the salary schedule will be given for educational courses which increase proficiency in the classroom, are beneficial to teaching in general, or are courses in school administration.

MA+ 45 Semester Hours or National Board Certified Teachers

9.06 Teachers who have a Master's Degree from a college or university approved by the State Department of Education, Division of Teacher Education and Certification, and have earned forty-five (45) semester hours of graduate college credit or have received National Board Certified status after the date of receiving the Master's Degree. A $1000 (one thousand dollar) stipend per year will be given for educational courses, which increase proficiency in the classroom, are beneficial to teaching in general, or are courses in school administration. This payment will be made in two equal installments; the first pay in December, and the first pay in May.

ARTICLE X. LIMITED CONTRACT SEQUENCE

Contract Sequence

10.01 The Board shall issue a one (1) year limited contract to a teacher in his first year of regular employment. The Board shall issue a two (2) year contract to the teacher if reemployed. The third contract will be a two (2) year contract. Thereafter, the Board shall issue a three (3) year contract if the teacher is reemployed. The Board may issue a one (1) year contract to a teacher who is eligible for a multi-year contract for reasons directed at the teacher's professional improvement.

10.02 Contracts

Contract recommendations are acted upon no later than the May Board of Education meeting during the school year that the current contract expires. Be sure all documentation and other steps required are completed in advance. The Board may issue a one (1) year contract to a teacher who is eligible for a multi-year contract for reasons directed at the teacher's professional improvement.

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The contract sequence for teachers new to the district who become licensed for the first time on or after January 1, 2025 is as follows:

Upon initial hiring, a teacher's contract for employment shall be for a term of one (1) year, thereafter, limited contracts will be offered as follows:

1. Any teacher while participating in the Resident Educator Program (RESA) shall be offered a series of one-year contracts until completed. Completion and passage of RESA must be confirmed by the time contracts are issued in order to be eligible for a longer term contract.
2. If after the initial one-year contract (and completion of RESA when appropriate), a teacher will be offered a two-year contract so long as their final summative rating is Developing or better.

3. After the initial two-year contract a teacher will be offered a three-year contract so long as their final summative rating is Skilled or better. If not, they will repeat the two-year contract.

4. Any subsequent contracts shall be a three-year contract thereafter, unless/until obtaining a continuing contract or nonrenewal.

Continuing Contract (tenure)

Teachers new to the district who become licensed for the first time on or after January 1, 2011 will become eligible for a continuing contract (tenure) after seven (7) years, following;

1. The successful completion of the Resident Educator Program

2. After serving at least an additional five (5) years under a Professional Educator License

3. The teacher must submit a letter of interest to their building principal for continuing contract consideration by November 1st. Continuing contracts are issued when multiple year contracts are up for renewal. A continuing contract cannot be issued in the middle of a multiple year contract. For example, a teacher cannot apply and expect to be issued a continuing contact in the second year of a three-year contract. The Board may issue a one (1) year contract to a teacher who is eligible for a multi-year contract for reasons directed at the teacher's professional improvement.

Continuing Contract Application Procedures

10.03 Contract recommendations are acted upon no later than the May Board of Education meeting during the school year that the current contract expires. Be sure all documentation and other steps required are completed in advance.

Submit a letter of interest to your building principal for continuing contract consideration by November 1st.

Continuing contracts are issued when multiple year contracts are up for renewal. A continuing contract cannot be issued in the middle of a multiple year contract. For example, a teacher cannot apply and expect to be issued a continuing contract in the second year of a three-year contract.

Employment and certificate/license requirements: (Referenced in the Ohio Revised Code)

a) He/she must have taught for at least 5 years with at least the last 3 consecutive years being at Elida. This requirement is modified, however, for those teachers who, prior to their employment with Elida, had attained a continuing contract from some other district. For these teachers, continuing contract

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eligibility begins after only two years of service within the district, and may begin at some sooner date, if recommended by the Superintendent.

b) His/her contract must be up for renewal in the year they apply.
c) His/her principal must recommend to the Superintendent that the teacher be placed on a continuing contract.
d) He/she must hold a professional, permanent, or life certificate. OR, he/she must hold a professional license and have completed one of the following:
    - If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
    - If the teacher did not hold a masters degree at the time of initially receiving a Teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

ARTICLE XI. CLASS SIZE

Guidelines for Class Size

11.01 The Board will limit class sizes (student to teacher ratio) as follows:

A. twenty-two to one (22 to 1) for kindergarten;
B. twenty-four to one (24 to 1) for grades 1-5;
C. twenty-seven to one (27 to 1) for grades 6-12

11.02 If these guidelines are exceeded, the teacher will be paid fifty dollars ($50) per student per nine week period. In order for payment to occur, the number of students causing the class size overage needs to be registered in the classroom for (20) twenty days during the nine week period. Payment will occur after each grading period and teachers are responsible to turn in the proper form (created by the superintendent). Paperwork needs to be turned in within (10) ten school days of the end of the nine week period to receive payment. Elementary teachers are considered to teach five sections of classes (Reading, Language Arts, Science, Social Studies and Math). For inclusion settings, teachers would split the pay for class size overages based on the class size guidelines of 11.01. This agreement would not include PE, Band, Choir, study halls (academic Assists) or any digital offerings. Elementary related-arts teachers on a rotating schedule will be paid twenty percent (20%) of the full amount.

ARTICLE XII. HOURS

Contract Day

12.01 The length of a normal school day for all full-time certified teachers shall be seven and one fourth (7 1/4) hours. There will be three early dismissal days on the school days that precede the following breaks: Christmas, Spring Break, and Summer Vacation. Early dismissal shall occur after the last lunch, so long as the State mandated minimum school day length is satisfied.

a. In the event that school is delayed on an early dismissal for break, school will be dismissed at the regularly scheduled time.

Contract Year

12.02 The teacher work year shall be one hundred eighty-two (182) days. Two contracted days will be divided into:

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a. 13.5 hours to be divided between open house (2nd contracted day) and parent-teacher conference days.
b. An absence on letter "a" above is only permitted for extenuating circumstances as approved by the building principal. Any member absent on those days/times will be required to make up those hours.

12.03 This is separate from Section 12.02. The following will serve as professional development/teacher work days:

- Five full days will be contractual work days without students for teachers to work on professional responsibilities: one day before the school year beings, one day after the school year ends, the first two days of Thanksgiving Week, and one other Friday in May as scheduled. These work days will be 8:00 a.m. to 3:15 p.m. and includes a 45-minute break for lunch.
- Seven full days will be contractual work days without students for professional development: one day before the school year begins, the remaining six days will be scheduled on Fridays throughout the remainder of the school year. Professional development days will be 3.25 hours of District directed time, and 3 hours of teacher work time for professional responsibilities. These professional development days will be 8:00 a.m. to 3:15 p.m. and includes a 45-minute break for lunch (11:15 a.m. – 12:00 noon).

Additionally, teachers new to the district may be required to attend professional development day for curriculum planning in August prior to the start of school. Those teachers affected will be paid $40 per hour for attending. This is in addition to a new staff orientation day.

Modifications

12.04 Notwithstanding 12.01 and 12.02, the parties may agree to modify the length of the normal school day and/or the normal work year on a case-by-case basis. Such agreements shall be reduced to writing and shall be signed by the Board or its designee, the appropriate teacher, and the Association.

12.05 Staff who have "extended day" contracts must complete their time on days that are not normal work days. This means work must be completed before or after the school year, unless approved otherwise by their supervisor. These days may be made up in half-day increments.

Part-Time Teachers

12.06 Part Time-Teachers will be paid on a pro-rated basis.

ARTICLE XIII. EMPLOYEE REPRESENTATION

Association Representation

13.01 If a teacher reasonably believes that an investigatory interview with an Administrator may result in disciplinary action, the teacher may request and shall be entitled to the presence of an Association representative. Evaluation conferences shall not be considered "investigatory interviews."

ARTICLE XIV. EVALUATION

Evaluation Process

14.01 Teachers shall be evaluated with procedures adopted in accordance with section 3319.111 of O.R.C. and the Ohio Department of Education. The OTES Committee, which consists of three individuals appointed by the association president, and three individuals appointed by the superintendent, shall be responsible for reviewing the procedures annually and submitting any proposed changes to the superintendent and association president for their joint approval.

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Assessment of Teacher Performance

14.02 Teacher performance will be evaluated during formal observations and at least two 10-25 consecutive minute walk-throughs.

Formal Observation and Classroom Walk-Through Sequence

14.03 Teachers who meet the definition under O.R.C. 3319.111 shall be evaluated based on at least two (2) formal observations - the first may be unannounced, the second and third, if necessary, shall be announced. Data gathered from observations and walk-throughs will be shared with the employee within a timely manner, ideally 48 hours if possible.

Teachers may request and shall be granted additional formal observations. Teachers on a limited contract who are under consideration for non-renewal shall receive at least three (3) formal observations in addition to at least two classroom walk-throughs.

OTES 2.0 Baseline Structure

14.04

- Teachers will be notified of their evaluator in writing by September 15th

- New teachers will be notified of their evaluator in writing within 30 days of their first contracted workday. All new teachers will be on full cycle their first year of employment with Elida Local Schools, regardless of previous evaluation standings.

- No observation will occur during the first 10-days of classes

- No observation will occur 2 days before or 2 days after Thanksgiving, Christmas and Easter breaks. Teachers may not be observed during unscheduled remote learning/e-learning days.

<u>Full Evaluation Cycle</u>

1. 1st Formal Holistic Observation
    a. Unannounced

Post Conference [FORM]

    b. Identify 2 focus areas
    c. Do this by going through the entire rubric and use to identify focus areas. The rubric is a working document and should be shared with teacher.
    d. Written feedback, with 2 focus areas determined, provided within 10 working days of observation.

2. 2 Documented Walkthroughs (10-25 minutes in length)
    a. Focus on observing the focus areas
    b. Evaluator and Teacher should collaborate to establish times during to observe focus areas
    c. Provide feedback (within two working days of the walkthrough.) [OTES on the GO]

3. Pre-Conference Prior to 2nd formal observation [FORM]
    a. A form will be provided for teacher to document evidence on the lesson observed and focus areas. This should be submitted to the Evaluator before the formal observation.
    b. In person meeting may occur at teacher or evaluator request.

4. 2nd Formal Observation
    a. The observation will be collaboratively agreed upon at least 5 working days in advance.
    b. Focus Area Oriented

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c. Written Feedback provided within 5 working days of observation. [FORM]
    i. OPTIONAL in-person Post Conference on 2nd Formal Observation
    ii. Requested by Teacher or Evaluator

5. All observations and walk-throughs must be completed by May 1st.

6. Final Summative Rating Conference [FORM & EVALUATION SYSTEM ENTRY]
    a. Discussion on Growth/Improvement Plan
    b. Meeting must occur on or before May 10th
    c. Evaluation must be digitally signed and completed by both parties no later than May 20th

Examples of Evidence as defined by ODE that may be collected throughout the school year:

- Formal Observation and Walkthroughs
- Scheduled Conferences
- Lesson Plans
- Student Work
- Correspondence with Families
- Additional Walkthroughs
- Other Teacher Provided Documents
- Conversations & Interactions (i.e. TBTs, BLTs, DLTs, PBIS, parent-teacher conferences)
- Observed Professional Responsibilities (Licensure Code of Conduct)

Other Local Decisions

14.05

<u>Performance Components</u>

- Will the district require completion of the self-assessment? Yes, but this remains private to the teacher
- Are pre-conferences required? Only for the 2nd and 3rd observation, if necessary.
- Are observations announced or unannounced? First = unannounced, all others are announced.
- Is feedback required on each walkthrough/informal observation? If yes, what will this look like? Yes, using OTES on the Go.
- In addition to the conference following the Formal Holistic Observation and the Final Summative Conference, are other conferences required? Not unless requested by the teacher or observer.

<u>Evaluation Cycle</u>

- How many focus areas will teachers have? Two
- Will the district evaluate teachers having earned an Accomplished or Skilled rating less frequently? Yes
    - For the one required observation, what type of observation will that be? Formal
    - For the one required conference, what type of conference will that be? Written feedback will be provided.
    - How will it be determined if progress is made on the PGP? As determined by the evaluator
- Will the district allow teachers rated Accomplished to select their evaluator and teachers rated Skilled to provide input on their evaluator? Both will be able to provide input for the following year.
- Will the district choose to not evaluate a teacher who has been board approved for retirement by December 1? Must submit notice of retirement to superintendent by December 1st.
- Will the district choose to not evaluate a teacher participating for the first time in the Resident Educator Summative Assessment (RESA)? No
- How will the district determine if a teacher is on board-approved leave for more than 50% of the school year? Will that teacher be evaluated? Must be Board approved leave based on number of contract days worked. If approved they will not be evaluated.

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- For the teacher on a limited or extended limited contract under consideration for non-renewal, the district is required to conduct at least three formal observations. How will this be communicated and implemented? If this is going to happen, the teacher will have an opportunity to have representation present, and be notified during the conference after the second observation.

Professional Growth Plan (PGP)

- How many goals are teachers required to have on the PGP? Two
- What is the district timeline for development of the PGP? PGP will be developed by Sept 30th.
- How will it be determined that the PGP is aligned to any district and/or school improvement plan(s)? Curriculum coordinator will verify that these align to the school improvement plans.

ARTICLE XV. GRIEVANCE PROCEDURE

Grievance Defined

15.01 A grievance is a complaint involving the violation, interpretation or application of this master contract agreement.

Party in Interest

15.02 The lodging of any grievance shall be the right of a teacher, the Association or group of teachers. An "aggrieved person" is the teacher, Association or teachers having a grievance.

Definition of "Days"

15.03 For the purpose of this Article "days" shall mean teacher work days except as otherwise indicated.

Purpose

15.04 The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers.

No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, any school representative, any member of the Association or any participant in the grievance procedure by reason of such participation.

Time Limits

15.05 Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite this process. The time limit specified may be extended by mutual agreement.

15.06 Failure at any step of the procedure by the Administration to communicate the decisions of the grievance within the specified time limits to the aggrieved party or parties shall permit the aggrieved party or parties to proceed to the next step.

15.07 Failure at any step of the procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and not subject to further appeal.

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15.08 In the event a grievance is filed or being processed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level One

15.09 Any teacher having a grievance, or any group of teachers having a common grievance on a building level, shall first discuss such grievance with the Principal.

Level Two

15.10 If the discussion does not resolve the grievance to the satisfaction of the teacher(s), such teacher(s) shall have the right to lodge a written grievance with the Principal using the prescribed forms attached as Appendix C. If such grievance is not lodged within twenty (20) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The teacher(s) shall have a right to request a hearing before the building Principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved teacher(s) shall be advised in writing of the time, place and date of such hearing.

The Principal shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher(s) and the Superintendent within five (5) working days of said action. Failure of the Principal to respond within five (5) days shall result in the grievance being sustained.

Level Three

15.11 If the action taken by the Principal does not resolve the grievance to the satisfaction of the teacher(s), such teacher(s) may appeal in writing to the Superintendent using the prescribed forms attached as Appendix C. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request.

15.12 The Superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher(s) and the Principal within five (5) working days of said action. Failure of the Superintendent to respond within five (5) days shall result in forwarding the grievance to the next level.

Level Four

15.13 If the aggrieved person(s) is not satisfied with the disposition of his grievance at Level Three, he may, within five (5) days after the decision is rendered, request in writing to the Association that his grievance be submitted to arbitration.

15.14 The Association may within five (5) days after receipt of the request, submit the grievance to arbitration by so notifying the Board in writing using the prescribed forms attached as Appendix C.

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15.15 If the Association and the Board are unable to agree on an arbitrator, they shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

15.16 Once the Arbitrator has been selected he shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

15.17 The Arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

15.18 The Arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decisions of the Arbitrator shall be binding on the Board, the Administration, the Association and the grievant.

15.19 The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from or modify the language therein in arriving at a determination of any issues presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

15.20 The Arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

15.21 Costs for services of the Arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by both parties.

Miscellaneous

15.22 The written grievance shall be sent by registered mail or hand carried and witnessed on delivery to the appropriate persons at each level in the procedure.

15.23 This grievance procedure governs all members of the bargaining unit of the school district.

15.24 If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his grievance through normal internal administrative channels. He may not be represented by any person, organization or group other than the Association at any time.

15.25 Every effort will be made to avoid interruption of classroom activities unless the Administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

15.26 The procedures contained in this article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Contract and any extensions thereof. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance

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procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.

15.27 Upon mutual agreement of both the Association and the Board, after Level III and prior to Level IV of the grievance process, the parties may engage in mediation. All timelines are paused until the conclusion of mediation. A mutually agreed to mediator may be selected or a mediation service shall be requested to appoint one of its mediators to conduct the mediation conference.

The mediation conference will be scheduled at the earliest dates that the mediator, the parties, and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussion.

If the parties resolve the grievance through mediation, they shall reduce the terms of the settlement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent basis.

The costs of the grievance mediation, if any, shall be shared equally by the Association and the Board.

15.28 It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

ARTICLE XVI. PERSONNEL RECORDS

Personnel Records

16.01 The State Department of Education requires that certain personnel records be kept up to date and on file for reference at all times. The Board agrees that such records shall be maintained on a current basis.

16.02 An employee shall be notified of the intent of any administrative or supervisory personnel to place in the employee's personnel file any material which may be considered critical of his conduct, service, character or personality and shall be provided the opportunity to read any such material prior to its being placed in his personnel file. An employee shall acknowledge that he has read the material by affixing his signature to the copy to be filed. His signature shall not indicate agreement with the content of the material, but shall indicate only that he has inspected the material. The employee shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

16.03 An employee shall receive a copy of any complaint which is directed toward him which will become a matter of record.

16.04 Anonymous letters or material shall not be placed in an employee's file nor shall they be made a matter of record. Each employee shall have the right, upon request and in the presence of the Superintendent, to review the contents of his own personnel file, with the exception of application for employment, including references.

16.05 Material shall be removed from the employee's file by consent of the Superintendent when an employee's claim that the material is inaccurate or unfair is sustained. An employee shall also have the right to use the grievance procedure to remove inaccurate or unfair material.

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ARTICLE XVII. PLANNING TIME

Weekly Planning Time

17.01 Each full-time classroom teacher who is assigned to a school with a teacher day of six (6) hours or longer exclusive of the lunch period, shall have at least two hundred (200) minutes per week for instructional planning, evaluation and conferences.

Ownership of Classroom Materials

17.02 Ownership of classroom materials produced by the teacher on personal time, without district compensation, will be the property of the teacher.

ARTICLE XVIII. PROFESSIONAL DEVELOPMENT

Board Policy on Professional Development

18.01 The Board encourages teachers to complete courses and/or units in continuing education.

Local Professional Development Committee

18.02 The Board and the Association have agreed to establish a Local Professional Development Committee (LPDC) consistent with the parameters set forth below.

18.03 The LPDC shall consist of six (6) voting members. The six (6) members shall be comprised as follows:

A. two (2) teachers from the elementary school; 1 from Grades K-2, 1 from Grades 3-5
B. one (1) teacher from the middle school; Grades 6-8
C. one (1) teacher from the high school; Grades 9-12
D. one (1) administrator selected by the superintendent;
E. and the superintendent or his designee.

Additionally, there shall be one (1) ad hoc (non-voting) member to be selected by the superintendent. LPDC members will be compensated for their work on the committee in the form of a stipend of $40 per hour for any committee activity beyond the regular workday or school year, not to exceed 20 hours per year unless approved by the Superintendent. Committee members must be present to be paid.

18.04 Each teacher member of the LPDC shall be a member of the EEA, and shall be appointed by the Association President.

18.05 The term of the LPDC members shall be three (3) years, staggered terms. LPDC members may be removed at any time by their appointing authority.

Guidelines

18.06 The LPDC shall establish guidelines of acceptable professional development activities; procedures and timelines for submitting professional development plans; and voting procedures for the LPDC's approval of teachers' plans.

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Appeal

18.07 Teachers who appeal decisions of the LPDC shall meet with the LPDC to review the decision in question. If the issue is not resolved, the teacher may appeal the decision to an approved LPDC of a neighboring school district. The Board shall provide a list of such approved LPDC's from which the Association shall then choose.

Monitoring

18.08 The Association's President and President elect and the Board's Curriculum Director and Superintendent shall monitor the operation of the LPDC on an ongoing basis.

18.09 Resident Educators and teachers participating in the National Board Certified program will receive 2 professional days to complete the requirements of these programs. Teachers will schedule the days after obtaining their principal's approval and be present in the district when making use of these days.

LPDC Training and Handbook

18.10 The members of the LPDC will receive training from a trainer mutually agreed to by the Association and Superintendent to be completed by October 15, 2025.

18.11 The LPDC will issue an updated handbook outlining LPDC guidelines within sixty (60) days of the completion of the training.

ARTICLE XIX. REDUCTION IN FORCE

Reduction in Force

19.01 When the Board determines it is necessary to reduce the number of teaching positions because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, or financial reasons the procedure set forth in Ohio Revised Code Section 3319.17 shall apply. In reducing the number of positions, the Board may suspend the contracts of teachers. The Board will attempt to only suspend contracts at the end of a school year. The Board shall attempt to minimize the number of contracts suspended by not filling vacancies caused by attrition such as resignation, retirement or nonrenewal.

Procedure

19.02 Reduction Other Than By Attrition
Contracts may also be suspended in part, meaning that a full-time employee can be reduced to part-time status or a part-time employee reduced in hours through the reduction in-force process.

1. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification based on final summative evaluations.

2. The summative evaluation categories shall be:
   a. Skilled/Accomplished
   b. Developing
   c. Ineffective

3. If two or more teachers on any seniority list have the same length of continuous service, seniority shall be:

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a. the first determiner is the date of the Board meeting at which the teacher was hired; and then
b. the second determiner is the effective date; and then
c. the third determiner is total teaching experience. The length of continuous service shall not be interrupted by authorized leaves of absence.

4. Reduction in Force Lists - Teachers selected for suspension under this Agreement, shall immediately be placed on a RIF List and such list shall be given to the EEA. No new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening, unless the administration can show that valid program needs or the education goals of the system make it necessary for the Board to fill the position with a new teacher. No teacher on a continuing contract will lose recall rights by declining recall to a position providing fewer hours of work than the employee had been working.

19.03 When making reductions pursuant to R.C. 3319.17, the following provisions will apply.

1. The order of reduction in each certification/licensure area shall be as follows:
   a. First: members holding limited contracts based on:
      i. Licensure/Certification;
      ii. No completed formal evaluation in the District;
      iii. When evaluations are comparable, by lowest seniority in the District.
   b. Second: members holding limited contracts based on:
      i. Licensure/Certification;
      ii. Competency as determined by formal evaluation; (Skilled/Accomplished; Developing; Ineffective)
      iii. When evaluations are comparable, by lowest seniority in the District.
   c. Third: members holding continuing contracts based on:
      i. Licensure/Certification;
      ii. Competency as determined by formal evaluation; (Skilled/Accomplished; Developing; Ineffective)
      iii. When evaluations are comparable, by lowest seniority in the District.

2. Competency and comparable evaluation to be determined solely on the performance component of the teacher evaluation system. The ratings within each individual category are considered comparable only within the same category.

3. Teachers will maintain the right to displace another teacher with less seniority in the teacher's area of certifications provided the teacher has a comparable or better evaluation. However, the assignment to the position shall be accomplished by the administration.

19.04. At least thirty (30) calendar days before Board action to suspend teachers, the Association President shall be notified, in writing, as to the reason(s) for implementation of the reduction in force (RIF). At least thirty (30) calendar days before Board action to suspend teachers, the Superintendent shall prepare a seniority list by contract type. Priority shall be given to those on continuing contracts. A copy of the list will be provided to the Association President and posted at least thirty (30) calendar days before Board action on suspension. A teacher may challenge his placement shown on the list within the ten (10) teaching days following the posting. Teachers will be notified of their suspension by their building principal and/or superintendent. If requested, supervision of their assignment will be provided.

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Recall

19.05. In recalling a suspended teacher to a vacancy for which he is certificated at the time of the offer of recall, the Superintendent shall send the teacher a written offer of employment by certified mail to the teacher's most recent address on school records. It is the teacher's obligation to keep his address and status of certification current on school district records. If the teacher does not accept the offer in writing within fourteen (14) calendar days following the posting of the letter, then his name shall be removed from the recall list and the job shall be offered, in the same manner, to the next most senior teacher on the list who holds the necessary certification. A teacher with a continuing contract at the time of the suspension shall have recall rights until they are rehired, refuse re-employment as a full-time teacher or a position equivalent to his/her previous position, resign, or do not respond within the time limit set forth in this Section. A teacher with a limited contract at the time of suspension shall have recall rights for a period of thirty-six (36) months from his last active workday. A teacher's name shall be removed from the recall list and all his employment rights extinguished upon the teacher's:

A. failure to respond timely to the offer of recall;
B. failure to accept an offer of recall for a regular full-time position; or
C. notice to remove his name.

While a teacher is on the recall list no new hires will occur except when:

A. there are no staff members on the recall list qualified to fill the vacancy or
B. all qualified staff members on the recall list decline the offer to fill the vacancy.

19.06. Upon reemployment based on recall, the teacher shall resume the contract status, sick leave and salary schedule experience credit he had at the time of suspension, and shall have seniority which includes the time on suspension.

ARTICLE XX. SEVERABILITY

Compliance with State and Federal Law

20.01 In the event there is a conflict between a provision of this Agreement and any applicable state or federal agency pursuant thereto, the applicable federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

Changes in the Law

20.02 If, during the term of this Agreement, there is a change in any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Agreement, the parties shall meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

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ARTICLE XXI. VACANCIES AND TRANSFERS

Vacancies And Requested Transfers

21.01 This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board.

21.02 The Board shall email the posting to bargaining unit members for all teaching, supplemental, and administrative vacancies. All teaching positions in grades K-8 will be posted internally first for two (2) days (48 hours). At expiration, the principal may fill the vacancy with someone from within. If it is not filled from within, the position will be posted externally for at least five (5) days. All positions in grades 9-12, supplemental positions, and administrative vacancies will be posted on the outside for at least five (5) days. The posting period may be waived by the Superintendent where, for unusual circumstances, a delay in filling the position reasonably could be expected to have a detrimental effect on the District. Vacancies will not be filled during the posting period.

21.03 The Administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicant's experience, seniority, qualifications and other educational factors.

21.04 If the teacher does not receive a requested transfer, upon request, the reason for not receiving a transfer shall be given in writing by the Superintendent.

Involuntary Transfers

21.05 A teacher will be notified in writing of any involuntary transfer or change in assignment by August 1. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not preclude transfers or reassignments after August 1 because of changed circumstances, such as enrollment changes, deaths, resignations, or any other circumstance which is not capricious or arbitrary as to the individual being transferred or reassigned.

21.06 No teacher shall be arbitrarily or capriciously transferred.

ARTICLE XXII. SUPPLEMENTALS

Method to Determine Compensation

22.01 The following percentages are assigned to each extra-curricular class. The values will be multiplied by the negotiated base salary. In addition, for each year of experience, a factor of .002 times the base will be added to the total. The maximum amount of experience (within the extra-curricular position) will be twelve (12) years.

Category of Activities - Percentage Paid

22.02

NOTE: The Elida Board of Education reserves the right to offer, change the category to remove from or add to any supplemental on/from the list.

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Type	% of Base	Type	% of Base
Athletic Manager	30%	9th Basketball Boys & Girls	8%
Head Football	18%	9th Volleyball	8%
Head Basketball Boys & Girls	18%	9th Grade Football	8%
Marching Band	18%	Head Bowling	8%
Faculty Manager	7.5%	7th & 8th Track Boys & Girls	7%
Head Track Boys & Girls	13%	7th & 8th Football	7%
Head Soccer Boys & Girls	13%	7th & 8th Volleyball	7%
Head Volleyball	13%	7th & 8th Basketball Boys & Girls	7%
Head Wrestling	13%	7th & 8th Wrestling	7%
Head Baseball	13%	7th & 8th Baseball	7%
Head Softball	13%	7th & 8th Softball	7%
Head Swimming	13%	M.S. Yearbook	7%
Assistant Varsity Football	12%	M.S. Student Council	7%
Assistant Athletic Director	12%	Assistant Weight	7%
J.V. Football	11%	Football Cheer Advisor	7%
Head Tennis Boys & Girls	10%	Basketball Cheer Advisor	7%
Head Cross Country	10%	9th FB/BB Cheer Advisor	7%
Head Golf	10%	M.S. FB/BB Cheer Advisor	7%
Assistant Varsity Basketball Boys & Girls	10%	H.S. Quiz Bowl Advisor	7%
J.V. Basketball Boys & Girls	10%	Vocal Musical Director	6%
H.S. Yearbook	10%	HS Drama Club Advisor	6%
H.S. Choral Director	10%	M.S. Cross Country	6%
Instrumental Music Director	10%	Assistant 7th & 8th Football	6%
Head Weight Coach	9%	Stage Musical Director	6%
Assistant Track Boys & Girls	9%	H.S. Student Council Advisor	6%
Assistant Softball	9%	7th & 8th Quiz Bowl Advisor	5%
J.V. Softball	9%	M.S. Choral Director	5%
Assistant Baseball	9%	Assistant Instrumental Music Director	5%
J.V. Baseball	9%	National Honor Society	4%
Assitant Wrestling	9%	Pep Band	4%
J.V. Volleyball	9%	5th & 6th Quiz Bowl Advisor	4%
Assistant Soccer Boys & Girls	9%	9th Grade Class Advisor	3%
J.V. Wrestling Coach	9%	10th Grade Class Advisor	3%
Assistant Marching Band	9%	11th Grade Class Advisor	3%
Assistant Marching Band	8%	12th Grade Class Advisor	3%
Stage/Drama Director	8%	eSports Advisor	$1,500

NOTE: Beginning with the 2025-26 school year, the base has been reduced for all supplementals listed above by 23% due to cutbacks approved by the BOE on 2/18/25 unless acted upon otherwise, and effective until rescinded by the Board.

Reemployment

22.03 If the Board intends to reemploy the same individual to the same supplemental position held by the person during the prior school year, the position need not be posted as vacant.

22.04 If a team and/or schedule are eliminated, the coaches' salaries will be prorated based on the amount of OHSAA-approved season/schedule that has been completed.

22.05 If school is closed for a consistent, prolonged period of time due to some reason outside of district control, all other supplemental contracts may be prorated based on the length of school year completed.

22.06 Members will receive credit for a full year to be used in calculating future payments.

22.07 SUPPLEMENTAL REVIEW COMMITTEE

1. The Board and the Association shall appoint a Supplemental Review Committee (SRC).

    a. Appointments shall be for the length of this agreement, unless the appointee no longer meets the criteria established for his/her appointment.

    b. Replacements shall be made in the same manner as used for the original appointments.

    c. The Committee shall be composed of seven (7) members.

        i. The President of the Association shall appoint four (4) members. One (1) of the appointees must be a holder of a fine arts supplementary contract. One (1) of the appointees must be a holder of an athletic supplemental contract. One (1) of the appointees must hold a co-curricular or extra-curricular supplemental contract that is not athletic or fine arts related. One (1) appointee must hold no supplemental contract. At such time as an appointee no longer meets the criteria for their appointment, the President of the Association will name a replacement, using the criteria required to maintain the balance of positions as indicated above.

        ii. Three (3) members shall be appointed by the Superintendent. The Superintendent may replace these appointees at their discretion.

2. The Supplemental Review Committee will be responsible for making a recommendation to the Superintendent, after reviewing requests submitted by teachers and administrators, for:

    a. Adding a position.

    b. Deleting a position.

    c. Moving a supplemental on the supplemental salary schedule.

    d. Creating or revising a job description.

    e. Reviewing all supplemental contract job descriptions and placement on the supplemental salary schedule before the expiration of this agreement.

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3. The Superintendent, upon receipt of the SRC recommendations, shall consider said recommendations and take appropriate action. The Superintendent shall provide the SRC with his/her written decision regarding the recommendations prior to any recommendations to the Board.

4. The Board, upon the Superintendent's recommendation, may add supplemental contract positions at its discretion, without the SRC's recommendation, provided it provides notice to the SRC before placing the position on the salary schedule. Additionally, the Board has the discretion to fill or not fill supplemental contract positions on an annual basis.

5. The Supplemental Review Committee shall establish its own procedures and meeting dates, notifying the Association President and the Superintendent.

ARTICLE XXIII. COMPENSATION

(Includes Educational Allowance)

Purpose

23.01 The Board of Education shall adopt a single salary schedule for teachers. The single salary schedule for all professional certified personnel is designed to afford fair and consistent treatment for all teachers and to attract and hold the most competent and desirable professional personnel to the system.

Experience Credit

23.02 A teacher shall be credited with a year of teaching experience in the District, whenever he has taught at least one hundred and twenty (120) days of any school year in the district.

23.03 A person who has served in the armed services shall be credited one (1) year for each or major part of a year (eight (8) months) served to a maximum of five (5) years. The teacher is responsible for notifying the Treasurer, in writing with supporting documentation, of the qualifying experience. This notification must occur prior to September 15 in order for the credit to be applied to that school year unless the teacher is hired after September 15th. In such case, the teacher shall supply the supporting documentation within two (2) weeks of beginning employment.

23.04 A teacher may be provided up to fifteen (15) years credit for years of experience.

Training Credit

23.05 Courses that may be used to improve position on the salary schedule after a Master's Degree are graduate level courses taken in an approved (recognized by the ODE Division of Certification) graduate school.

23.06 For those staff members not possessing a Master's Degree, the courses taken for salary schedule improvement must be applicable to their respective Master's Degree programs.

23.07 Exceptions to this may be made by the Superintendent for;

A. staff members completing courses and programs for alternate certification and
B. other good purpose as determined by the Superintendent.

Filing of Earned Credit

23.08 A transcript of credits of work completed must be filed with the Superintendent's office on or before the September or March Board meeting in order to receive salary schedule credit in a given year. Those approved in September will have their salary retroactively adjusted to the beginning of the school year. Those approved

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at the March meeting will have their pay adjusted beginning the first pay in April. The responsibility for this action lies with the teacher concerned.

Salary Reduction

23.09 In conformity with state law the base salary of any teacher shall not be reduced unless the salaries of the entire staff are reduced proportionately. No teacher shall receive a reduction in salary because of schedule revision, but shall remain at salary step until an increase is mandated by same.

Method of Computing Daily Rate

23.10 In computing deductions for those absences for which a deduction shall be taken, divide the total annual salary by the number of days in the school year as determined by the official school calendar. For those staff members whose contracts call for a longer period than the school calendar year the appropriate number of days shall be used.

23.11 The salary of any teacher whose contract starts at a date later than the opening day of school shall be computed by multiplying the daily rate by the number of teaching days remaining in the school year.

23.12 Any teacher leaving the employ of the Board before the expiration of his contract shall be paid for the number of days actually taught. At termination of contract full payment shall be made within a reasonable time if possible.

Salary Deductions

23.13 Optional deductions include Hospitalization Insurance, Dental Insurance, Term Insurance, professional fees, Credit Union, Cancer Insurance, Disability Insurance, Accident Insurance, Life Insurance, Critical Care Insurance, EEA Scholarship Fund, and EEA Assistance Fund. The following must have 5 participants: Tax Sheltered Annuities 457 and 403b Plans, Fund for Children in Public Education (FCPE), or any political donation.

23.14 Mandated deductions include teacher's retirement, withholding tax, and unexcused absence and state income tax.

Compensation for Education Allowance

23.15 Any teacher who earns semester hours or quarter hours credit through an accredited college or university during any one full academic school year (Fall, Winter, Spring, Summer) can receive reimbursement for each semester hour (maximum eight (8)) or for each quarter hour (maximum twelve (12)) earned following completion of eligible course work and submission of a transcript or record of same, up to the following dollar maximum:

	Semester Hour	Quarter Hour
Undergraduate	$125	$100
Graduate	$155	$115

Criteria

23.16 Courses must be taken in the field of education, or related to the individual's field of certification. The Superintendent shall have the final authority in determining if reimbursement requests meet the criteria of eligibility as outlined in this paragraph.

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Reimbursement

23.17 Upon completion of the course and submission of grade report or transcript (grade achieved must be equivalent of a C or better, Pass or Satisfactory), payment will be made.

Restrictions

23.18 A teacher leaving the District during the school year of payment shall forfeit and/or repay to the Board, on a pro-rated basis for that portion of the school year uncompleted, any tuition reimbursement that was or would have been received.

23.19 Approved requests for tuition reimbursement shall be paid on a first come, first serve basis, not to exceed ten thousand dollars ($10,000) per year.

Activity Pass

23.20 The teacher's ID Card will allow the teacher and one other person to gain access to all athletic events. The other person must attend with the teacher. This may be overridden by Ohio Health Director or Governor orders. Members with dependents participating may be able to attend if permitted by above mentioned orders.

Stipend

23.21 If a principal asks a teacher to cover another teacher's class period and chooses to give up either his/her lunch or planning period, he/she will receive a $35.00 stipend per period in grades 6-12. Teachers will be paid a $60.00 stipend (per teacher per day) in grades K-5 for taking on additional students when a substitute is not available for another teacher.

ARTICLE XXIV. DENTAL INSURANCE

Cost

24.01 The Board shall pay 90% towards the premium for the group dental insurance plan.

24.02 Dental "Part Time" Employee Rates:

6 – 8 hours	100% of Board Cap
4 – 5.99 hours	50% of Board Cap
0 – 3.99 hours	0% of Board Cap

Plan

24.03 The designated group dental insurance carrier shall be licensed by the State of Ohio and shall meet or exceed the following specifications:

BASE PLAN BENEFITS

COVERED EXPENSE	DEDUCTIBLE (per Calendar Year)		COINSURANCE	MAXIMUM per Calendar Year
	INDIVIDUAL	FAMILY		
CLASS I	None	None	100%	$2500/person
CLASS II	$25	$50	85%	$2500/person
CLASS III	$25	$50	80%	$2500/person

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CLASS IV	None	None	60%	$1000/person orthodontic/Lifetime

24.04 To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and one hundred percent (100%) of the reasonable and customary charges will be paid for all Class I Services.

24.05 The Board shall provide a vision insurance plan. Employees who elect vision insurance shall pay 100% of the premium for vision insurance.

ARTICLE XXV. HOSPITALIZATION - MAJOR MEDICAL INSURANCE

Cost

25.01

MD Plan

Board Cost 85%
Employee Cost 15%

HD Plan

Board Cost 90%
Employee Cost 10%

Medical "Part Time" Employee Rates:

6 – 8 hours 100% of Board Cap
4 – 5.99 hours 50% of Board Cap
0 – 3.99 hours 0% of Board Cap

Flex Spending Account and Health Savings Account

25.02 The Board has established, in compliance with applicable laws, Flexible Spending Accounts by means of which an employee may pay with pre-tax dollars that part of the monthly health insurance premium cost not covered by Board contributions. An employee shall have the option to designate additional amounts to his Flexible Spending Accounts and Health Savings Accounts. The administrative cost through Allied of the Flexible Spending Accounts and Health Savings Accounts shall be paid by the Board.

The Board shall contribute $500 annually to the employees flexible spending account if he/she is covered by MD family plan and $250 annually if he/she is covered by the MD single plan.

The Board shall contribute $1,000 annually to an employee's health savings account if he/she is covered by the HD family plan and $500 annually if he/she is covered by the HD single plan.

Plan Available

25.03 The employee may choose from the MD, or HD plans. The parties agree to meet and discuss insurance if a new health care plan becomes available. All medical plans include Spousal Coordination of Benefits. All

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employees hired with the Board and beginning employment after July 1, 2025 must either elect the HD Plan or opt out of the District's heath insurance plan.

Selector of Carrier and Coverage

25.04 The Board will be solely responsible for selecting the carrier and components of such insurance benefits. The Board and the Association will agree to meet and discuss insurance options in the event a new health care plan becomes available.

Compensation for Non-insured

25.05 The Board shall make two payments totaling one thousand two-hundered fifty dollars ($1,250) to employees not enrolled in a Board subsidized health plan. The payments shall be-made at the first pay in December and the second pay in June. If the Board employs more than one member of an insurable family, one thousand two-hundred fifty dollars ($1,250) is payable only if no member of the household participates in a Board subsidized health plan. Married couples employed by Elida Local Schools are eligible for one free health plan (one spouse must be full-time and the second must work a minimum of 4 hours/day to qualify).

Continuation Of Coverage Following Cessation Of Employment

25.06 If an employee loses his eligibility for health coverage under Elida's Plan for one of the following reasons he has the right to retain the coverage for a limited period of time if you are willing to pay the cost of such coverage:

A. A former employee may keep the coverage in force for up to eighteen (18) months after he quits, is laid off, switches to non-eligible part-time status or is fired or dismissed for a reason other than gross misconduct. Gross misconduct has been defined in the policy manual.
B. The dependents, spouse and eligible children of an employee may keep the coverage in force for up to eighteen (18) months if the coverage has been lost for one of the reasons stated above.
C. The dependents, spouse and eligible children of an employee may keep the coverage in force for up to thirty-six (36) months if the coverage has been lost due to the employee's death, a divorce or the attainment of the Plan's limiting age for children. The Plan Administrator must be notified within thirty (30) days of the occurrence of one of these events. The notification can be made by either the employee or the dependent.

25.07 These continuations of benefits were made as a result of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). A summary of employee rights under this law and any other changes required in your summary of plan coverage shall be provided upon request. If, at sometime in the future, the employee believes he qualifies for this continuation of coverage he should notify the Superintendent immediately. There are strict time limits for making application and paying the required charges.

ARTICLE XXVI. TERM INSURANCE

Term Insurance

26.01 The Board shall pay one hundred percent (100%) of the premium for a fifty thousand dollar ($50,000) Term Life and Accidental Death and Dismemberment Coverage for each full-time regular employee. The insurance coverage shall be purchased and maintained through a total employee group life rate plan. This proposal is contingent on the premium rate not exceeding more than forty cents (40¢) per employee, per month, per one thousand dollars ($1,000) of coverage or the amount of coverage shall be pro-rated. The Board shall be solely responsible for selecting the insurance carrier. Life insurance coverage shall be 65% at 70, 42% at 75, 28% at 80, and 15% at 85.

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ARTICLE XXVII. LEAVE OF ABSENCE

Leave of Absence

27.01 Leave of absence is defined as a period of extended absence from duty by a teacher for which a written request is submitted and approval is given by the Superintendent and the Board. No compensation is paid by the Board to a teacher on a leave of absence unless specifically authorized by Ohio Law. The assignment upon return from the leave need not be the same as before the leave. The employee resumes the contract status which he held prior to the leave, except the salary increment shall be allowed for military service within the limits provided by Section 3319.13 O.R.C.

Fringe Benefits for Employees of Leaves of Absence

27.02 When an employee is on an approved Leave of Absence and when the group insurance policy permits, an employee may continue to participate in Board approved insurance programs provided the employee pays the entire premium for those benefits to the Treasurer of the Board on or before the twentieth (20th) day of the month prior to any month such coverage is desired.

ARTICLE XXVIII. ABSENCE FROM DUTY DEFINED

Authorized Absence

28.01 All employees are obligated to report regularly for the performance of their duties, except as authorized by these policies and approved by the Superintendent. During a period of authorized absence, partial or full compensation may be paid within the limitations of these policies and the laws governing such absences.

Unauthorized Absence

28.02 Absences not approved by the Superintendent, acting under Board policies and State Statutes, shall be considered as unauthorized and no payment of salary shall be made. Unauthorized absence from duty may be considered by the Board of Education as cause for suspension or dismissal of an employee.

Bargaining unit members may request a dock in pay for emergency situations or extenuating circumstances. Approval for these requests is at the discretion of the superintendent. Any such approved leave shall not be identified as a break in service.

ARTICLE XXIX. ASSAULT LEAVE

Assault Leave

29.01 Notwithstanding the provision of Section 3319.141 O. R. C. the Board shall grant up to twenty (20) school days of assault leave to cover an employee's absence due to a physical disability from assault.

29.02 An employee who must be absent from his duties due to a physical disability, as determined by a physician, resulting from an assault while under the jurisdiction of Elida Schools shall be paid his full scheduled compensation up to a maximum of twenty (20) school days. Or if an employee applies for worker's compensation and the benefits are approved, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary up to a maximum of twenty (20) school days. "Assault" shall be defined as an act of intentional physical touching of an employee by a student or non-student while

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performing school business which results in a physical disability that prevents the employee from performing his regular duties.

29.03 When an assaulted employee is able he shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known), and a description of the injuries sustained. An employee must also furnish the Local Superintendent a signed statement from a physician of the nature of the disability and its duration. The employee's return to his contract duties is contingent upon his obtaining a medical release.

29.04 All benefits of assault leave shall terminate if an employee resigns, has his contract non-renewed, is terminated or if the employee becomes eligible for disability retirement benefits.

29.05 The days of assault leave granted shall not be charged against sick leave earned.

ARTICLE XXX. EDUCATION OR PROFESSIONAL ABSENCE

Professional Absences

30.01 Absence to attend professional and/or educational meetings may be granted to an employee subject to prior approval by the Superintendent for limited periods, three (3) days or less and prior approval of the Board for extended periods, more than three (3) days.

Definition

30.02 A professional or educational meeting is interpreted to mean a meeting through which direct values can be derived for the person in attendance to later use in the performance of his assignment. Final jurisdiction for approval as to the value shall rest with the Superintendent.

Compensation

30.03 Full pay shall be granted for approved absences for limited periods. An employee may also file a written request for reimbursement of expenses incurred in attending an approved professional or educational meetings of limited duration. Reimbursement of expenses is subject to the limits of the budget, approval of the Superintendent and the presentation of a Time-Travel Report which should include receipts of expenses. All terms and conditions of pay and expenses for an approved absence of extended period shall be subject to approval of the Board.

Association Related

30.04 EEA officers (President, Vice President, Secretary, Treasurer or Building Representative) shall be granted a total of 5 days to attend OEA or EEA meetings. (The Board is not liable for any expenses aside from the substitute.)

30.05 For as long as an EEA member is a member of the OEA/NEA Executive Committee or Board of Directors, he/she will be granted thirteen (13) days ASSOCIATION leave to attend OEA/NEA functions. The substitute costs will be billed to NEA/OEA by the District.

Jury Duty And Court Leave

30.06 The Board shall pay a teacher the difference between his regular compensation and the remuneration received for serving as a juror.

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30.07 If a teacher is subpoenaed as a witness in a court proceeding which is related to the teacher's employment (e.g. custody question involving a pupil of the teacher) where the teacher's personal knowledge was gained in the course of employment, the teacher may take professional leave for such absence.

ARTICLE XXXI. LEAVE OF ABSENCE FOR ILL HEALTH

Applying for Leave

31.01 A written application for leave of absence for ill health must be accompanied by a statement from the attending doctor and approved by the Superintendent; said statement must indicate the nature of the illness and definitely recommend that the employee be relieved of duty.

Length of Leave

31.02 Such request for leave, if approved, shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility to the provision to Section 3319.13 O.R.C. An early termination of this leave, if requested in writing by the employee, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

Return from Leave

31.03 At least one hundred twenty (120) days before an employee on a leave of absence for ill health expects to resume his duties the employee, or someone acting on his behalf, must request in writing the reinstatement of said employee to the staff. In requesting reinstatement, said employee does not forfeit his right to request an extension of his leave of absence shall it be necessary for ill health. Failure to comply with this regulation shall be deemed an automatic resignation.

31.04 Not less than ten (10) days before termination of leave a doctor's statement, approved by the Superintendent, must be submitted by the employee. This statement shall certify that the employee has been examined and that he will be able to resume his duties with the Board when the leave of absence expires.

31.05 Whenever any employee has been absent from active service a sufficient number of days to exhaust his accumulated sick leave days and continues in absence, the Superintendent shall investigate the facts of the case and shall have authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 O.R.C. and in accordance with the Board rules relevant to leaves of absence. Any employee who refuses to comply with the terms of such a leave of absence shall be considered to have terminated his contract.

ARTICLE XXXII. LEAVE OF ABSENCE FOR MILITARY SERVICE

Leave for Military Service

32.01 The Board shall comply with Federal and State Law in terms of entitlement to and reinstatement to of absence for military service.

ARTICLE XXXIII. PARENTAL LEAVE OF ABSENCE

Pregnancy/Childbirth Leave

33.01 A teacher may use her accumulated sick leave for absence on account of her pregnancy or childbirth. Ordinarily, a teacher will be eligible for sick leave for maternity purposes for six (6) weeks

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immediately after the birth of a child for a regular delivery and eight (8) weeks immediately after the birth of a child for cesarean delivery. In the event that a teacher requires additional sick leave or needs to take leave prior to the delivery of the child, they must submit a physician's statement indicating the need for such leave. The non-birthing parent may utilize up to ten (10) days of sick leave immediately after the birth of the child. Any other days used will fall under FMLA.

33.02 If a pregnancy-related disability extends beyond those periods of time the teacher may use her accumulated sick leave for such absence upon the Superintendent's receipt of a written statement from the teacher's doctor documenting the teacher's disability.

33.03 If a teacher has insufficient sick leave to cover the periods of time specified in the preceding paragraphs the Board, upon the teacher's written request supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability.

33.04 A teacher returning from maternity leave shall be placed in her prior position, if the position exists, or in a comparable position for which she holds certification.

33.05 A teacher on unpaid leave under this Article shall continue to accrue seniority for reduction in force purposes and shall remain on payroll records. The teacher may continue group insurance coverage when on an approved unpaid leave provided the employee pays the entire premium for those benefits to the Treasurer on or before the twentieth (20th) day of the month prior to any month such coverage is desired.

Child Care Leave

33.06 The Board shall grant an unpaid leave, upon a teacher's written request, to care for a newborn or a newly-adopted preschool child. The teacher must submit his or her request at least thirty (30) days before the beginning of the intended leave, if possible, and the leave will be conditioned on the availability of a substitute. The expiration of the leave must coincide with the end of a semester or school year, but the leave cannot exceed two (2) semesters. The teacher may continue group insurance coverage when on an approved unpaid leave provided the employee pays the monthly premium to the Treasurer on or before the twentieth (20th) day of the month prior to any month such coverage is desired.

Family Leave

33.07 A teacher may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.

33.08 A teacher desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he will use family leave must specify that "Family Leave" will be the type of leave taken.

33.09 During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher must pay his portion of the premium for any of such insurances to the Treasurer on or before the twentieth (20th) day of the month prior to any month such coverage is desired.

33.10 Instead of taking family leave, a teacher may opt to take other forms of unpaid leave under this Article if eligible for the particular type of leave. However, a teacher is not eligible to take other unpaid leave under this Agreement if, during the preceding twelve (12) months, the teacher has taken family leave.

Adoption Leave/Foster Care Leave

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33.11 Teachers may use accumulated sick leave for the adoption of a child. Such leave shall be to allow time for bonding. The length of such leave must be continuous and may be for up to six (6) weeks. Teachers may use up to ten (10) days of sick leave before the placement of the child to complete the necessary requirements.

33.12 Teachers shall be permitted to use up to five (5) total days of sick leave to manage and attend to the needs of providing foster care to a child. The member must obtain pre-approval from the building administration and provide a court or agency order to corroborate the child's placement.

ARTICLE XXXIV. PERSONAL DAY ABSENCE

Personal Days

34.01 A maximum of three (3) days of unrestricted personal leave can be granted each school year to each full-time employee upon approval of the Principal.

One Personal Day can be carried forward to the next year, and the member is responsible to notify the treasurer's office of this desire by completing a form called Advancement of Personal Day by June 30th of each year.

Conditions

34.02 Each employee may be granted personal leave to a maximum of three (3) days for each school year. No more than ten percent (10%) of the certified employees in a building may be granted personal leave on the same day, unless the Superintendent has provided advance written authorization.

34.03 A request for personal leave shall be submitted to the Building Principal or immediate supervisor in written form. The request must be made at least three (3) days prior to the requested date of use. The Administrator shall return the written request with approval or disapproval before the intended date of use, except in cases of emergencies. Exceptions to this condition may be made in the event of an emergency by the Superintendent.

34.04 Personal leave used in accordance with this policy shall not result in a deduction in pay for the employee. Personal leave shall be granted in one-half (½) or one (1) day increments only.

Reimbursement – Non-used Days

34.05 Teachers will be paid two hundred dollars ($200), or substitute rate, which ever is greater, for each unused personal day (one day for every 60 days worked). Teachers employed less than a full school year will be paid prorated on a 60-day interval. In the event a teacher uses all days prior to working a full year, the teacher will be required to pay back the sub rate plus fifteen percent (15%) per day.

ARTICLE XXXV. SICK LEAVE

Accumulation

35.01 Sick leave shall be accumulated at the rate of one and one forth (1 ¼) days per month with total accumulation unlimited, except that accumulation may not exceed three hundred twenty-five (325) days for those employed on or after July 1, 1988. For purposes of calculating severance pay at retirement, the accumulation may not exceed two hundred ninety (290) days.

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Transfer

35.02 Pursuant to R.C. 124.38, new employees may transfer sick leave earned and credited with another public employer up to a maximum of ninety (90) days.

Use

35.03 Sick leave may be used for reasons of personal illness, injury, pregnancy, or exposure to contagious disease and for illness or death in the immediate family. This time can be used in ½ day or full day increments.

Absence for Death or Illness

35.04 Absence shall be approved for reasons of personal illness, injury or exposure to contagious disease and illness or death in the immediate family.

35.05 For absence of the employee due to illness or injury of someone in the employee's immediate family the employee's immediate family is defined to mean a member of the immediate family of the employee residing in the home of said employee and shall also include the employee's parents, step-parents, brother(s), sister(s), son(s) or daughter(s), foster children, step-children, and any other relative of the employee as approved by the Superintendent if not residing with the employee.

35.06 For absence due to death in the immediate family of an employee the immediate family of the employee is defined to mean the father, mother, step-father, step-mother, brother(s), sister(s), step-sibling(s), son(s), daughter(s), step-son(s), step daughter(s), foster children, husband, wife, grandmother(s), grandfather(s), grandchildren, father-in-law, mother-in-law, brother-in-law(s), sister-in-law(s), aunts, and uncles and any other relative of the employee as approved by the Superintendent. Such absences shall not exceed three (3) days. The Superintendent may grant additional days at his/her sole discretion.

Certification of Proper Use of Sick Leave

35.07 An employee shall furnish a written signed statement to justify the use of sick leave. If medical attention is required the employee's statement shall list the name and address of the attending physician and the dates when he was consulted. Upon their return to work, the employee may be asked to provide a doctor’s note stating the date/time seen in the office. An employee may be paid only for the number of days of sick leave earned by said employee. The filing, by an employee, of any willfully false statement concerning the cause or duration of an absence shall be considered by the Board as grounds for suspension or dismissal. If an employee misses ten (10) or more consecutive days, he shall provide a written excuse from the attending Licensed Physician. The employee must also provide written notice of the ability to return to work from the attending Licensed Physician. If the condition prevents the employee from returning to work for a prolonged period of time, a physician's excuse may be required at six (6) week intervals. If the Board questions the contents of a physician's statement provided pursuant to this Article, the Board may require that the employee submit to a medical exam by a doctor chosen by the employee from a list of specialists provided by the Sick Leave Bank. The Board will pay for the cost of this exam. The Board may deny or limit the use of sick leave based upon the findings of the second doctor.

Sick Leave Bank Alternative

35.08 The sick leave donation program is established to assist teachers who are in critical need of sick leave due to the serious illness of the teacher or a member of the teacher's immediate family. Sick leave bank days may not be used for normal maternity leave.

35.09 A teacher is eligible to receive donated sick leave if all of the following conditions are met:

A. the teacher or a member of the teacher's immediate family has a serious illness;

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B. the teacher has no more than five (5) days of accrued sick leave;
C. the teacher has applied for any paid leave, workers' compensation or benefits program for which the teacher is eligible and
D. the teacher is approved for donated sick leave by a sick leave bank committee comprised of one (1) teacher from each building, selected by the EEA, and the Superintendent or his designee.

35.10 A teacher may donate sick leave to an eligible teacher if all of the following conditions are met:

A. the teacher indicates in writing that the teacher voluntarily elects to donate sick leave and that the teacher understands the donated leave will not be returned;
B. the teacher donates a minimum of one (1) day; up to three (3) days
C. the teacher retains a balance of eleven (11) days and
D. the teacher specifies the name of the teacher for whom the donated leave is extended.

35.11 Donated leave shall never be converted into a cash benefit. For purposes of this section, "immediate family" is defined as set forth in 39.06.

ARTICLE XXXVI. RETIREMENT "PICK-UP" SALARY REDUCTION/SALARY RESTATEMENT

Retirement "Pick-up"

36.01 The Board will follow Ohio Revised Code regarding payment of STRS for certificated employees as a condition of employment

36.02 The Treasurer is hereby authorized, effective July 1, 1987, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each certificated employee's contribution to STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated employee.

36.03 The Treasurer is directed to prepare and distribute an addendum to each certificated employee's contract which states that:

A. the employee's contract salary is being restated as consisting of
   1. a cash salary component and
   2. a pick-up component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee;
B. the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated employee and
C. sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

36.04 All subsequent contracts and salary notices for these affected certificated employees be conformed to include the provision of the addendum.

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ARTICLE XXXVII. SEVERANCE PAY

Severance Qualifications

37.01 The Board shall pay severance pay to any retiring member who retires from active public service under the provisions of the appropriate public employees retirement system.

37.02 "Retirement" herein shall be defined as actual retirement from public service with appropriate eligibility for retirement benefits under either the State Teacher's Retirement System or the Public School Employees Retirement System.

Severance - Benefits

37.03 The Elida School Board will pay one fourth (1/4) of the first 260 days per diem of severance pay. Any days over 260 will be paid at $25.00 per day. If a teacher dies while still working at Elida Local Schools, their severance will go to their estate. This includes sick leave according to Section 36.01 and any pay owed to the employee retroactive to the date of death.

37.04 "Per diem rate" shall be defined as the daily rate paid an employee exclusive of any extended service, extra-curricular pay, overtime, or other pay in excess of the actual salary scheduled amount payable to the employee.

37.05 All payments made hereunder shall be made in a lump sum to the employee only after proper certification has been received by the Treasurer indicating that retirement has been successfully instituted by the employee. Any benefits to an employee hereunder must be effective by said employee within ninety (90) days from his last day of active service for the Board. Payment for a converted accumulated sick leave on this basis shall be considered a forfeiture of all sick leave accumulated by the employee, and such payment shall only be made once to an employee.

ARTICLE XXXVIII. WORKER'S COMPENSATION

Worker's Compensation

38.01 The Board shall comply with all laws in effect pertaining to worker's compensation.

38.02 An employee with valid claims may file them with the Bureau of Workmen's Compensation. The proper claim forms may be obtained from and should be processed through the Central Office. Claims must be filed within two (2) years after the date of the accident. If there is doubt concerning eligibility or if medical expense is not involved, it is wise to file a claim as a matter of record. In the event that a claim is honored, an employee may file an additional claim if medically traceable complications resulting from the original accident should occur within ten (10) years. An employee on disability retirement due to an injury received in the course of or arising out of his employment may receive compensation from both STRS and from the Bureau of Workmen's Compensation.

ARTICLE XXXIX. RETIREE TEACHERS

39.01 Any retired teacher employed by the Elida Board of Education will be paid at the six-year experience step for their current educational degree level and will be eligible for a single health/dental/life policy only. If the retired teacher is reemployed in subsequent years, he will remain at the six-year step, but will receive the benefit of any negotiated base salary increase.

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A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday being seven hours, fifteen minutes.

The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from O.R.C. 3319.11 and 3319.111.

Retirement constitutes a break in service to the Elida Local Schools for the purpose of severance, service credit, seniority, reduction in force, accumulate sick leave, and Medicare. However, the retired teacher will be allowed to participate in the sick leave policy, the personal day absence policy, the fair share policy, the flex spending account policy, and the sick leave bank alternative policy. However, the retired teacher may use only a maximum of five sick days per semester from the sick bank.

The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.

A teacher shall be deemed "retired" under this agreement when he has been approved for service retirement by the State Teachers Retirement System. Upon the retired teacher's "second" retirement he will receive severance pay, if he has served a second ten consecutive years in the Elida School System.

An active teacher who is not yet retired will not be expected to give up any of his severance pay, including any Retirement at Initial Eligibility supplemental severance for which he would otherwise be eligible.

This Article applies to all retirees.

ARTICLE XL. ASSOCIATION RIGHTS

Privileges of the Association

40.01 The Association has the privilege to post official Association bulletins of a non-political nature on existing faculty bulletin boards in faculty lounges or areas reserved for faculty use in school building. The term "political nature" as used in this Section does not refer to internal Association elections.

40.02 The Association has the privilege to use the intra-school mail system to send mailings to elected officers of the Association and Association Building Representatives and Association members; provided, however, all materials to be sent shall be sent using the intra-school mail envelopes or similar envelope, and all simultaneous mailings to the same building must be directed to the Building Representative of the Association assigned to the building for distribution by such individual within such building.

40.03 The Association has the privilege to make announcements with regard to Association business at regular faculty meetings; provided, however, such announcements should be made after the regular items on the agenda for such meeting are concluded.

40.04 The Association has the privilege to use school building facilities for Association meetings; provided, however, the conditions for such use shall be as set forth in the Use of Facilities policy.

40.05 A representative of the Association will be permitted to provide input to the Board during public meetings of the Board in accordance with the Board's policy.

40.06 The Association President has the privilege to participate in a cooperative manner with the Administration in the new teaching staff members' orientation program.

Administrative Responsibilities

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40.07 The Administration will make available to the Association President a directory listing the names, addresses, non-confidential phone numbers and job assignments on record of all employees of the Board. The target date for the availability of this directory will be December 1st of each school year.

40.08 The District shall provide the Association a copy of the Board's Agenda, except for back-up information and materials that are for executive session.

40.09 The District agrees to furnish to the Association public information related to the financial and educational operation of the District. Such information shall be furnished when completed and on request by the Association.

Dues Deduction

40.10 The right of payroll deduction for payment of organization dues shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from the teachers.

40.11 Pursuant to authorization by the teacher, the Board shall deduct all of the Association dues and fees from the regular salary check of the teacher each month. Deductions for teachers who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

40.12 With respect to all sums deducted by the Board pursuant to authorization of the teacher, for membership dues, the Board agrees promptly to remit such monies to the OEA along with an alphabetical list of teachers for whom such deductions have been made and any changes that may have occurred since the previous list.

Fair Share Fee

40.13 This section is void as a matter of law based on the Supreme Court decision in JANUS vs AFSCME Council 31, 585 U.S. (2018), but is preserved. Should the right of the Association to collect agency fees from non-members become legally permissible, the following provisions shall go into full force and effect, to the extent that it is in accordance with law. If JANUS vs AFSCME Council 31, 585 U.S. (2018) were to be reversed, language from the 2016-2019 negotiated agreement will take affect for Sections 41.13-41.19

Indemnification of Employer

40.14 The Association, on behalf of itself, the OEA and NEA, agrees to defend and indemnify the Board, board members, officers, and all Board employees for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

A. the Board shall give a twenty-one (21) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
B. the Association shall reserve the right to designate counsel to represent and defend the employer;
C. the Board may obtain co-counsel;
D. the Board agrees to;
    1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
    2) permit the Association or its affiliates to intervene as a party if it so desires, and/or

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3) not oppose the Association or its affiliates application to file briefs amicus curiae in the action and

E. the Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE XLI. CALENDAR

Additional Make-up Days

41.01 After the 5th calamity day, the District will use remote learning days.

ARTICLE XLII. MANAGEMENT RIGHTS

Management Rights

42.01 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Administration, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, including by way of illustration, management's right to:

A. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
B. hire, assign, direct, schedule, supervise, and evaluate teachers;
C. maintain and improve the efficiency and effectiveness of school operations;
D. determine the methods, processes, means, and personnel by which school operations are to be conducted;
E. suspend, discipline, demote, or terminate teachers for just cause;
F. lay off, transfer, promote, or retain teachers;
G. determine the adequacy of work force;
H. determine the overall mission of the school district as an educational unit;
I. effectively manage the work force;
J. take actions to carry out the mission of the school district;
K. determine the instructional hours for pupils and
L. direct, assign, and schedule pupils.

42.02 The Board need not bargain with the Association in making decisions in the realm of its management rights but must bargain about the effect of management
decisions on wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

ARTICLE XLIII. COMMUNICABLE DISEASES

Board Policy on Communicable Diseases

43.01 The Board recognizes that communicable diseases are a significant medical and social problem. The Board desires to protect the rights of employees who may have been exposed to or have contracted a communicable disease.

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Nondiscrimination

43.02 An employee who is otherwise qualified to perform all the requirements of his job shall not be terminated or otherwise discriminated against with respect to his wages, hours, terms or other conditions of employment because the employee has been exposed to or has contracted a communicable disease. If the employee's health becomes a threat to the health of others or should the employee be unable to perform duties after reasonable accommodation has been provided by the employer, then federal and state law shall apply.

43.03 No employee shall be subjected to random, arbitrary or across-the-board testing for exposure to or contraction of a contagious disease except as required by law.

Medical Evaluation Team

43.04 The Board believes that each employee diagnosed as having been exposed to or having contracted a communicable disease is entitled to evaluation of his medical condition.

43.05 Decisions regarding the advisability of a particular employee continuing to work at/in the District shall be made only after consideration of all the available information regarding the physical condition of that individual.

43.06 Consistent with legal requirements, the Superintendent may convene a medical evaluation team. That team will consist of an Administrator assigned by the Superintendent, the individual's primary care physician, a doctor designated by the Board, a third doctor chosen by the other two (2) doctors, and a representative of the Allen County Health Department. The Administrator shall act as chairman and convene the Team. The Team has the authority to request additional expertise as may be considered necessary and appropriate. The employee will be allowed to have an attorney present, if so desired.

43.07 Within two (2) weeks of the convening of the Team, the Team will determine what tests or examinations of the employee are appropriate, conduct those tests or examinations, and make a written report to the Superintendent. The report shall state what tests or examinations were conducted and shall specify:

A. whether the employee has been exposed to or has contracted a communicable disease;
B. the identity of the disease, its nature and prognosis;
C. whether the employee is otherwise qualified to remain in his job (that is, can meet all the job requirements in spite of the medical condition);
D. what accommodation the Board shall make so that the employee reasonably may continue to meet all the requirements of his job;
E. the nature of the risk of the employee's medical condition (how the disease is transmitted);
F. the duration of the condition (how long the carrier is infectious);
G. the severity of the risk of the medical condition (the potential harm to third parties) and
H. the probability the disease will be transmitted and cause varying degrees of harm.

43.08 A majority of the Team's doctors will determine the Team's decisions.

43.09 All costs of the Team will be borne by the Board (after insurance coverage).

43.10 Upon a reasonable belief by the Superintendent that there has been a change in the employee's medial condition, the Evaluation Team will reconvene to review the circumstances of the infected person. If the review suggests a need to revise the initial recommendation, it will be done in a timely manner and directed to the Superintendent. The recommendation may include a reassignment of responsibilities, sick leave or leave of absence.

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Employment Status

43.11 Within two (2) weeks after receipt of the report, the Superintendent shall inform the employee of any changes that will be made in the employee's employment status or assignment. The Superintendent may place the employee on leave, paid or unpaid, or reassign him. The Superintendent's action must be consistent with the medical evaluation report, federal and state law, and the nondiscrimination provision of this policy.

43.12 The employee may file a grievance concerning the Superintendent's action within the time limits of the grievance procedure. The filing will be treated as a request for arbitration, and arbitration shall proceed in accordance with this Agreement. The medical evaluation report shall be in evidence before the Arbitrator.

Disability Retirement

43.13 The Board shall support the employee's application for disability retirement as appropriate based on the medical evaluation.

Communicable Diseases Education Program

43.14 The Board directs the Administration, with the advice of the Communicable Disease Advisory Committee, to develop a program for educating persons regarding communicable diseases. The program should provide a plan for making information about communicable diseases available to students and employees. The program should include in-service training for teachers, Administrators and non-teaching employees. The Board and Administration will assist other public agencies in providing information about communicable diseases to the public. In developing such programs it is expected that information from sources such as the National Centers for Disease Control, the Ohio Department of Health and the Ohio Department of Education will be utilized. One of the purposes of the education program will be to help dispel fears based upon erroneous information or a lack of information.

Confidentiality

43.15 The Board recognizes the need to protect the individual rights and the health of persons infected with communicable diseases and rights and health of those not similarly infected. The Board believes that information concerning the health of any employee should be treated as confidential information and should be made known only to those required to have such information. The employee shall be given a list of those persons (other than those on the Evaluation Team) to whom the Board, Superintendent or any other Administrator has given this information.

43.16 The Superintendent, Principal, School Nurse and the employee's immediate supervisor shall be informed of any physical condition which may require special attention. Unless there is a specific need, students and other employees shall not be informed about the individual's physical condition, including whether an individual is infected with a communicable disease.

43.17 In the event the communicable disease incident becomes known to the public, the Superintendent will be the administrative authority to respond to questions and project the information necessary to the community. His strategy shall be to support the recommendation of the Medical Evaluation Team and to maintain the confidentiality of the person infected with the communicable disease.

Policy Review

43.18 This policy will be reviewed periodically and revised as necessary, in relationship to the research in this field and expert recommendations toward treatment.

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ARTICLE XLIV. OCCUPATIONAL SAFETY AND HEALTH PROPOSAL

Procedure to Resolve Concerns

44.01 Before exercising his right under Section 4167.06 O.R.C. an employee must contact his immediate supervisor, Principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section 4167.06 (B) O.R.C. the employee must exhaust the process set forth in paragraph 48.03.

44.02 An employee who wishes to assert a claim of discrimination as defined in Section 4167.13 O.R.C. shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this Agreement shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal; to the State Personnel Board of Review, a lawsuit, or other means of challenge.

44.03 The parties desire to deal with safety and health complaints and to attempt to correct any health or safety violation internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to Section. 4167.10 O.R.C. until the following process has been completely exhausted:

A. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or Principal within five (5) work days of the occurrence of the alleged violation.

B. If the immediate supervisor or Principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two (2) work days after the employee's conference with the immediate supervisor or Principal. The Superintendent shall prescribe a form for the written complaint which shall include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

ARTICLE XLV. RETIREMENT INCENTIVE

Retirement Incentive - Qualifications

45.01 The retirement incentive is available only to employees who have not previously declined the opportunity to participate during a previous contract. Participation in this plan is voluntary. Teachers who achieve 30 years of retirement credit or teachers who achieve 25 years of retirement credit and are age 55 or over may elect to participate in the retirement incentive by contacting the superintendent. After 30 years of retirement credit, this opportunity is no longer available.

45.02 The certificated employee:

A. must have ten (10) or more years of service with the Elida Schools in order to be eligible under this plan;
B. must have thirty (30) years of teaching service.

45.03 This plan does not apply to:

A. those applying for and/or receiving disability retirement or

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B. those terminated by the Board for cause or where contracts are otherwise discontinued or suspended involuntarily.

Retirement Incentive - Procedure to Apply

45.04 In order to obtain this special retirement incentive benefit, a teacher who will be eligible to retire during the year, or at the close of the school year, must submit a letter of resignation and intent to retire at least sixty (60) calendar days before the retirement takes effect but in no event later than the first teacher workday in January of the particular school year.

46.05 After receipt of the letter from the certified employee exercising this retirement option, the Board shall verify that the applicant meets all of the requirements of the plan, shall approve the retirement if the applicant is eligible, and shall issue a notice of approval within sixty (60) days of application. Neither the Board nor the certified employee may withdraw from this action after Board approval of the retirement.

Retirement Incentive - Benefits

45.06 In addition to the severance pay currently provided under this Article, all teachers meeting the requirements of and who retire in accordance with this Article shall receive an additional amount equal to twenty-five percent (25%) of the teacher's final salary exclusive of supplemental and extended time contracts.

45.07 Payments shall be made in a lump sum combined with the regular severance payment under this Article and paid in two (2) installments, the first fifty percent (50%) on July 15 of the year of retirement and the second fifty percent (50%) the following July 15.

45.08 Payment pursuant to this Article shall be made only once and shall eliminate all accrued and unused sick leave to the teacher's credit at the time of retirement.

45.09 The benefits provided above are exclusive and may not be included in salary computations for the purpose of determining STRS benefits.

XLVI. RESTROOM DUTIES

Toileting Duties

46.01 Whenever a medical procedure or toileting duties are necessitated for a student with a medical accommodation on file, the nurse, if available, will handle the duties. If the nurse is unavailable or time is of the essence, the nurse aid/assistant shall handle the duties. If all parties above are unavailable, the teacher may be called to handle a medical procedure or toileting duties. Teachers who perform such duties shall do so in the presence of another employee. The timelines of the medical accommodation shall be adhered to , i.e. once a day.

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APPENDIX A

Elida Local Schools
2025-2026 Salary Schedule (4.5% Increase)

Base Salary = 42,849

Step	BA	BA(150)	Masters	Masters(15)	Masters(30)
0	42,849	44,563	47,134	48,848	50,562
	1.000	1.040	1.100	1.140	1.180
1	44,563	46,491	49,276	50,990	52,704
	1.040	1.085	1.150	1.190	1.230
2	46,277	48,419	51,419	53,133	54,847
	1.080	1.130	1.200	1.240	1.280
3	47,991	50,348	53,561	55,275	56,989
	1.120	1.175	1.250	1.290	1.330
4	49,705	52,276	55,704	57,418	59,132
	1.160	1.220	1.300	1.340	1.380
5	51,419	54,204	57,846	59,560	61,274
	1.200	1.265	1.350	1.390	1.430
6	53,133	56,132	59,989	61,703	63,417
	1.240	1.310	1.400	1.440	1.480
7	54,847	58,060	62,131	63,845	65,559
	1.280	1.355	1.450	1.490	1.530
8	56,561	59,989	64,274	65,987	67,701
	1.320	1.400	1.500	1.540	1.580
9	58,275	61,917	66,416	68,130	69,844
	1.360	1.445	1.550	1.590	1.630
10	59,989	63,845	68,558	70,272	71,986
	1.400	1.490	1.600	1.640	1.680
11	61,703	65,773	70,701	72,415	74,129
	1.440	1.535	1.650	1.690	1.730
12			72,843	74,557	76,271
			1.700	1.740	1.780
15	63,417	67,701	74,986	76,700	78,414
	1.480	1.580	1.750	1.790	1.830
16					
18	65,130	69,630	77,128	78,842	80,556
	1.520	1.625	1.800	1.840	1.880
22	66,844	71,558	79,271	80,985	82,699
	1.560	1.670	1.850	1.890	1.930
26	68,558	73,486	81,413	83,127	84,841
	1.600	1.715	1.900	1.940	1.980

Elida Local Schools
2026-2027 Salary Schedule (3% Increase)

Base Salary = 44,134

Step	BA	BA(150)	Masters	Masters(15)	Masters(30)
0	44,134	45,899	48,547	50,313	52,078
	1.000	1.040	1.100	1.140	1.180
1	45,899	47,885	50,754	52,519	54,285
	1.040	1.085	1.150	1.190	1.230
2	47,665	49,871	52,961	54,726	56,492
	1.080	1.130	1.200	1.240	1.280
3	49,430	51,857	55,168	56,933	58,698
	1.120	1.175	1.250	1.290	1.330
4	51,195	53,843	57,374	59,140	60,905
	1.160	1.220	1.300	1.340	1.380
5	52,961	55,830	59,581	61,346	63,112
	1.200	1.265	1.350	1.390	1.430
6	54,726	57,816	61,788	63,553	65,318
	1.240	1.310	1.400	1.440	1.480
7	56,492	59,802	63,994	65,760	67,525
	1.280	1.355	1.450	1.490	1.530
8	58,257	61,788	66,201	67,966	69,732
	1.320	1.400	1.500	1.540	1.580
9	60,022	63,774	68,408	70,173	71,938
	1.360	1.445	1.550	1.590	1.630
10	61,788	65,760	70,614	72,380	74,145
	1.400	1.490	1.600	1.640	1.680
11	63,553	67,746	72,821	74,586	76,352
	1.440	1.535	1.650	1.690	1.730
12			75,028	76,793	78,559
			1.700	1.740	1.780
15	65,318	69,732	77,235	79,000	80,765
	1.480	1.580	1.750	1.790	1.830
16					
18	67,084	71,718	79,441	81,207	82,972
	1.520	1.625	1.800	1.840	1.880
22	68,849	73,704	81,648	83,413	85,179
	1.560	1.670	1.850	1.890	1.930
26	70,614	75,690	83,855	85,620	87,385
	1.600	1.715	1.900	1.940	1.980

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Elida Local Schools
2027-2028 Salary Schedule

Base Salary = 45,017

Step	BA	BA(150)	Masters	Masters(15)	Masters(30)
0	45,017	46,818	49,519	51,319	53,120
	1.000	1.040	1.100	1.140	1.180
1	46,818	48,843	51,770	53,570	55,371
	1.040	1.085	1.150	1.190	1.230
2	48,618	50,869	54,020	55,821	57,622
	1.080	1.130	1.200	1.240	1.280
3	50,419	52,895	56,271	58,072	59,873
	1.120	1.175	1.250	1.290	1.330
4	52,220	54,921	58,522	60,323	62,123
	1.160	1.220	1.300	1.340	1.380
5	54,020	56,947	60,773	62,574	64,374
	1.200	1.265	1.350	1.390	1.430
6	55,821	58,972	63,024	64,824	66,625
	1.240	1.310	1.400	1.440	1.480
7	57,622	60,998	65,275	67,075	68,876
	1.280	1.355	1.450	1.490	1.530
8	59,422	63,024	67,526	69,326	71,127
	1.320	1.400	1.500	1.540	1.580
9	61,223	65,050	69,776	71,577	73,378
	1.360	1.445	1.550	1.590	1.630
10	63,024	67,075	72,027	73,828	75,629
	1.400	1.490	1.600	1.640	1.680
11	64,824	69,101	74,278	76,079	77,879
	1.440	1.535	1.650	1.690	1.730
12			76,529	78,330	80,130
			1.700	1.740	1.780
15	66,625	71,127	78,780	80,580	82,381
	1.480	1.580	1.750	1.790	1.830
16					
18	68,426	73,153	81,031	82,831	84,632
	1.520	1.625	1.800	1.840	1.880
22	70,227	75,178	83,281	85,082	86,883
	1.560	1.670	1.850	1.890	1.930
26	72,027	77,204	85,532	87,333	89,134
	1.600	1.715	1.900	1.940	1.980

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APPENDIX B

EVALUATION PROCESS SUMMARY

Full Cycle Evaluation

- 1st Full Observation
  - May be unannounced
  - Feedback within 10 days
    - Rubric given with 2 focus areas – this is a working document
    - In-person is optional
- 2 Walkthroughs
  - 10-25 minutes in length
  - Time & Date should be collaboratively agreed upon
  - Evaluator specifically looking at areas of focus – may also look for other items in rubric
  - Feedback within 2 days
- *1st Half of cycle, including 1 full observation and 1 walk-through completed by Thanksgiving*
- 2nd Full Observation
  - Date & time agreed upon at least 5 days in advance
  - Pre-conference meeting prior to 2nd formal observation
    - Teacher to submit FORM to observer prior to observation documenting evidence on lesson observed & focus areas
    - Teacher or evaluator may request in-person meeting
  - Focus area oriented
  - Written feedback provided on FORM (rubric) to teacher within 5 working days of observation
    - Optional in-person post conference
  - Teacher has 10 working days to provide other evidence for Holistic Rubric after receiving feedback
    - May be a binder of additional evidence
    - What is missing on rubric that you would like to prove that you do (show it!)
- *2nd Half of Cycle, including 2nd full observation and 2nd walk-through completed by April 15*
- **ALL observations & walkthroughs must be completed by May 1st**
- Final Summative Rating Conference
  - Teacher **must** receive/sign a FORM and acknowledge through Ohio Evaluation System
    - Includes discussion on Growth/Improvement Plan
    - Must occur on/before May 10th
    - Both parties must digitally sign on Ohio Evaluation System by May 20th
      - Teacher receives an email to digitally "sign"

Short Cycle Evaluation

- Skilled or Accomplished on previous evaluation
  - Skilled – 1 year on short cycle
  - Accomplished – 2 years on short cycle
- 1 Full Observation
  - Written Feedback provided (FORM) within 10 days
  - Optional post-conference meeting
  - Must show progress on PGP – as deemed by evaluator
- Teacher must receive/sign a FORM and acknowledge through Ohio Evaluation System
  - Must occur on/before May 10th
  - Both parties must digitally sign on Ohio Evaluation System by May 20th
    - Teacher receives an email to digitally "sign"
- *Observation and written feedback provided by March 1*

For All Observations:

- None in the first 10 days of school.
- None 2 days before/after breaks – Thanksgiving, Christmas, & Easter

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APPENDIX C-1

ELIDA LOCAL SCHOOLS

Formal Grievance Report Form

Name of Grievant _____ Date Filed _____

School Building _____ Assignment _____

_____

Have you used provisions of the informal procedure – Level 1?

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APPENDIX C-2

LEVEL II

A. Date Grievance Occurred: _____

B. Statement of Grievance: _____

_____

_____

_____

_____

C. Corrective Action Desired: _____

_____

_____

_____ _____
Signature of Grievant Date

D. Date Submitted to the Building Principal:

E. Hearing is requested: Yes _____ No _____

F. Date of Hearing: _____

G. Disposition of Building Principal: _____

_____

_____

_____

_____ _____
Signature of Building Principal Date

H. Position of Grievant: Accepted: _____ Rejected: _____

_____ _____
Signature of Grievant Date

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APPENDIX C-3

LEVEL III

A. Date Grievance Submitted to the Local Superintendent

_____ _____
Signature of Grievant Date

B. Date Received by the Superintendent

_____ _____
Signature of Local Superintendent Date

C. Hearing is requsted: Yes _____ No _____

D. Date of Hearing: _____

E. Disposition of Local Superintendent _____

_____

_____

_____

_____ _____
Signature of Local Superintendent Date

F. Position of Grievant: Accepted _____ Rejected _____

_____ _____
Signature of Grievant Date

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APPENDIX C-4

LEVEL III

A. Date Grievance is Submitted to Arbitration: _____

_____ _____
Signature of Grievant Date

B. Date Superintendent, Representative of the Board and the Association meet to select an arbitrator: _____

C. Date of Hearing: _____

D. Disposition by the Arbitrator: _____

_____

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_____ _____
Signature of Arbitrator Date

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