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Negotiated Agreement

ELGIN LOCAL SCHOOL DISTRICT

and the

ELGIN EDUCATION ASSOCIATION

July 1, 2026 – June 30, 2027

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ARTICLE 1 - RECOGNITION

A. The Elgin Local Board of Education hereinafter referred to as the "Board" hereby recognizes the Elgin Education Association, an affiliate of Central OEA/NEA, Inc., the Ohio Education Association, and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all certificated personnel hired under a teaching contract. Excluded from the bargaining unit are the Superintendent, principals, substitutes, Activities Director, Dean of Students, and Technology Coordinator.

B. Definitions

For the purpose of this agreement, the term "teacher" shall refer to members of the bargaining unit. Certificated personnel shall include both full-time and part-time employees. Full-time employees are those employed to perform a full day's work as defined by this Negotiated Agreement for a minimum of 120 days or more in a work year. Part-time employees are those employed to work less than a full work day as defined by Article 30 of this Negotiated Agreement and/or less than the minimal standard of 120 days per work year.

Other than in Article 4, a "day" within the provisions of this Negotiated Agreement is defined as a business day, excluding holidays and calamity days.

C. The Association recognizes the Board as the elected representative of the people of the Elgin School District and as the employer of the certificated personnel of the Elgin School District. The Association further recognizes that the Board hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, including the Ohio Revised Code 4117, and the Constitution of the State of Ohio, and of the United States. Except as expressly provided in this Agreement, these rights are not limited.

D. The purpose of this recognition is the mutual agreement that the parties will negotiate in good faith with regard to those matters subject to bargaining.

E. The President of the Association shall provide the Board with the following information:

1. The name, title, and home mailing address of each officer in the organization.

2. The name of the chairperson and the members of the Professional Negotiations Team. When changes are made, the Board will be notified through the Superintendent.

F. The Board shall inform the Association's President or his/her designee of all official Board of Education meetings. The President will be given a copy of the agenda at the same time as the members of the Board.

G. Bargaining Unit Work

All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work.

ARTICLE 2 - SCOPE OF BARGAINING

A. All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement are subject to collective bargaining.

B. If during the life of the Negotiated Agreement, bargaining is necessary due to impact, the parties shall meet and bargain within ten (10) working days of the Board of Education's receipt of the notice to negotiate. If such in-term bargaining does not result in agreement between the parties within thirty (30) working days of the first bargaining session, the union may demand the matter be submitted to final and binding arbitration. The thirty (30) day timeline may be extended by mutual agreement of the parties, but in no way shall exceed sixty (60) days. The arbitrator shall be selected from, and according to, voluntary rules and regulations of the American Arbitration Association.

The arbitrator shall make a written decision limited to the matters unresolved between the parties and shall not be in conflict with other provisions of the Negotiated Agreement. The decision of the arbitrator shall be final and binding. The cost of the arbitrator shall be shared equally between the parties.

ARTICLE 3 - PROCEDURAL AGREEMENT

A. Initiating Negotiations

1. Either the Board or the Association may cause negotiations to commence by giving a written notification to the other party that it desires to open negotiations. Such notice by the Association shall be served on the Superintendent and notice by the Board shall be served on the President of the Association.

2. Negotiations between the parties on a successor agreement shall begin no more than one hundred fifty (150) nor less than sixty (60) days prior to the expiration of the existing Negotiated Agreement.

B. Representatives

1. The Board and the Association shall be represented at all negotiations meetings by a team of negotiators, not to exceed five (5) members. Each team shall designate one chief spokesperson.

2. Neither party shall have any control over the selection of the representatives on the other team. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and develop counterproposals in an attempt to reach an agreement.

C. Negotiation Meetings

1. At the first negotiations session, either party may present ground rules with respect to the conduct of negotiations not covered by this agreement. Following agreement on the ground rules, the parties will exchange their written proposals, unless both parties agree to provide them beforehand.

2. Once the parties have exchanged their written proposals, no new proposals may be submitted, unless by mutual agreement.

3. Before each negotiations session officially adjourns the agenda, time and place for the next session shall be mutually agreed upon. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.

4. Negotiations sessions shall not exceed two (2) hours in length, unless extended by mutual agreement.

5. Caucuses will not exceed thirty (30) minutes in length, unless extended by mutual agreement.

D. Information

The Board agrees to furnish the Association, upon request, all available information concerning financial resources and requirements of the District to assist the Association in the development and evaluation of proposals.

E. News Releases

1. While negotiations are in progress, any release prepared for the news media shall be approved by both groups.

2. Both parties may issue progress reports to their respective members.

F. Agreement

1. When final agreement is reached on the total negotiations package, it shall be reduced to writing and submitted to the Association membership for ratification. Upon ratification by the Association, the agreement shall be submitted to the Board for adoption.

2. If the agreement is ratified by the Association and adopted by the Board, it shall be signed by the President of the Association, the President of the Board and made a part of the official Board minutes.

3. There shall be two (2) signed copies of the final agreement. One copy shall be retained by the Board and one by the Association.

G. Disagreement

1. In the event that agreement is not reached within sixty (60) calendar days or by a time mutually agreed upon by the Board and the Association, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist the parties in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

2. When it appears that no progress can be accomplished by FMCS or any mutually agreed-to extensions, the Association may initiate the provisions of Section 4117.14(D)(2) of the Ohio Revised Code.

3. The mediation period shall be ten (10) calendar days from the day the initial mediation session is held. The mediation period may be extended beyond ten (10) calendar days by mutual agreement of the parties.

4. It is also agreed by the Association and the Board that the procedures outlined in Article 3 to resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code governing said procedures.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an alleged violation, misapplication, or misinterpretation of a written provision of this agreement.

2. A "grievant" is a bargaining unit member, group of bargaining unit members, or the Association making the claim.

3. A "representative" is any member of the Professional Rights and Responsibilities Committee or Association member who may act as the representative for a particular case. At Step 3, the grievant may have a UniServ consultant as a representative.

4. A "supervisor" is the building principal, the director or coordinator to whom the grievant reports or the supervisor who has the authority to resolve the matter. If more than one building principal is involved, the matter will be discussed with all the principals concerned.

5. A "designee" is a person selected by the grievant and approved by the Association to represent the grievant.

6. For purposes of this Grievance Procedure, a "day" is a teacher work day.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association or the individual has the right to file or withdraw grievances at any point during the grievance procedure. The Association has the right to be present for the adjustment of any and all grievances. It shall be the exclusive right of the Association to issue forms to grievants. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure. The interests of the teachers shall be the sole responsibility of the Association.

C. Procedure

1. Step 1 - Informal

a. If a member believes that there is a basis for a grievance, he/she will first discuss the matter with his/her supervisor within twenty (20) days of the date on which the grievant knew or should have known of the occurrence of the act or conditions on which the grievance is based in an effort to resolve the matter informally.

b. The supervisor or designee must meet with the grievant within five (5) days after the request for a meeting.

2. Step 2 - Supervisor

a. If the grievance is not resolved to the satisfaction of the grievant within ten (10) days of the informal meeting, the grievant may complete, within ten (10) days, Grievance Report Form for Step 2 in quadruplicate. Two copies will go to the supervisor and one to the Association.

b. Within ten (10) days of receipt of the Grievance Report Form for Step 2, the supervisor shall meet with the grievant and representative, if any.

c. The supervisor shall indicate his/her disposition of the grievance within ten (10) days after such a meeting by completing the Grievance Report Form for Step 2 and returning it to the grievant. A copy will also be sent to the Superintendent and the Association.

3. Step 3 - Superintendent

a. If the disposition of Step 2 is unsatisfactory, or the supervisor who initially has the authority to resolve the matter is the Superintendent, the grievant may complete, within five (5) days, Grievance Report Form for Step 3 in quadruplicate. Two copies will go to the Superintendent and one to the Association. Should the Superintendent deem that the grievant's immediate supervisor has the authority to resolve the grievance, he/she shall refer the grievance to that individual and provide written notice to the grievant of the referral.

b. Within five (5) days of receipt of the Grievance Report Form for Step 3, the Superintendent and/or his/her designee shall meet with the grievant.

c. The Superintendent shall indicate his/her disposition of the grievance within five (5) days after the meeting by completing his/her portion of the Grievance Report Form for Step 3 and forwarding it to the grievant. A copy will also be sent to the Association.

4. Step 4 - Board of Education

a. If the disposition for Step 3 is unsatisfactory, the grievant may appeal to the Board. Such appeal will be submitted on the Grievance Report Form for Step 4 and filed with the Treasurer within ten (10) days after receiving the Superintendent's disposition. Notification will be sent to the supervisor and the Superintendent.

b. The Board, at its next regularly scheduled meeting or within fourteen (14) days of the filing of the Grievance Report Form for Step 4, whichever shall be later, shall meet with the grievant and his/her representative. This meeting shall be in executive session, if desired by the grievant.

c. The disposition of the Board shall be made by completing the Grievance Report Form for Step 4 within ten (10) days of the meeting and submitting the same to the grievant, the Association and the supervisor.

d. If the Board's decision is unsatisfactory, the grievance may be submitted for arbitration within ten (10) days in accordance with the following procedure.

e. Within twenty-one (21) days, the arbitrator shall be selected by mutual agreement between the Board's representative and the Association's representative from one or more lists provided by the American Arbitration Association (AAA). All arbitration proceedings will be conducted according to the Voluntary Rules and Regulations of the AAA.

1) The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor to make any award which is inconsistent with the terms of the Agreement, law, or applicable regulations of any state or federal agency. The arbitrator shall render a decision, in writing, which shall be final and binding upon the parties.

2) The cost for the services of the arbitrator will be borne equally by the Board and the Association.

D. General Provisions

1. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement.

2. A grievance may be withdrawn, but not re-filed, at any level without prejudice. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

3. Failure at any step of the procedure to communicate a decision within the specified time limits shall automatically entitle the grievant to proceed to the next level.

4. Failure at any step of the procedure to forward the grievance within the specified time limits shall deem the grievance settled on the basis of the disposition at the previous level.

5. In the event there is a grievance which commonly affects and involves a group of teachers, it may be submitted as a group grievance.

6. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend with no loss of pay or benefits. All grievance procedures will be held outside the normal duty hours of the grievant. There shall be no additional pay to an employee for time spent in preparing and processing a grievance during non-duty hours.

ARTICLE 5 - JUST CAUSE

No employee shall be disciplined, reduced in rank or compensation, demoted, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Negotiated Agreement. The termination of any bargaining unit member shall comply with Ohio Revised Code 3319.16.

ARTICLE 6 - PERSONNEL FILES AND PUBLIC RECORDS

A. There will be established and maintained one (1) official file for each unit member. The file shall be maintained in the office of the Superintendent. This shall be considered a confidential file and the only official file of recorded information of unit members maintained by the board and the administration. The confidentiality of personal references, academic credentials and other similar information shall be protected as much as permitted under the Ohio Revised Code. A bargaining unit member will be immediately notified of any public records request to review said unit member's personnel records, and shall be told the name of the person making said request if such information is known.

B. All materials, other than routine entries, placed in the personnel file of the unit member shall include the following:

1. The date the item was placed in the file.

2. Initials and dates of the unit member in whose file the entry is being made and the initials of the administrator placing information in the file.

3. Routine materials include such items as transcripts and grade sheets. The unit member's signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the unit member. He/she has the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

4. The unit member may submit letters of merit which shall be placed in his/her personnel file.

C. If and when a unit member and the Superintendent, his/her designee, or the administrator involved agree that there is adequate evidence that certain material in said unit member's file is irrelevant, inappropriate, inaccurate, incomplete, untimely, or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent or his/her designee are unable to reach an agreement and the unit member still feels that the material contained in the file is irrelevant, inappropriate, or false, such unit member shall have the right to attach a written statement to the disputed information or appeal removal of the material from the personnel file through the grievance procedure at the Superintendent's level. Once removed, said material shall not be used for any future disciplinary matter. However, said documents shall remain public records and be placed in a separate file maintained by the District until destroyed in keeping with the school district's public records retention and removal policy mutually developed by the association and the administration in keeping with Chapter 149 of the Ohio Revised Code.

A written reprimand shall be removed from the personnel file of a unit member after five (5) years' continuous service in the District, if the bargaining unit member has not received any reprimands serious enough to be documented during this five (5) year period. Once removed from the personnel file, this reprimand shall not be used in a future disciplinary matter. However, said records shall be kept in a separate file maintained by the District and shall remain as a public record until destroyed in keeping with the school district's public records retention and removal policy which

shall be mutually developed by the association and the administration in keeping with Chapter 149 of the Ohio Revised Code.

If at any time during this five (5) year period the administrator who filed the written reprimand finds that improvement has been made and the infraction which resulted in the written reprimand has been corrected, said administrator may have this reprimand expunged from the personnel file of the unit member and shall not be used in a future disciplinary matter. However, said records shall be kept in a separate file maintained by the District and shall remain as a public record until destroyed in keeping with the school district's public records retention and removal policy which shall be mutually developed by the association and the administration in keeping with Chapter 149 of the Ohio Revised Code.

D. Letters of recommendation and other related information used for initial employment are items not to be retained in personnel files or maintained by the local Board of Administration except the following:

1. Official transcript of college work.

2. Copy(ies) of certificates/licenses authorized by the state department of education.

3. If letters of recommendation are filed in the personnel file of a unit member, they shall be subject to the same provisions herein stated.

4. Anonymous letters or materials shall not be placed in a unit member's file, nor shall they be made a matter of record.

5. A unit member will be entitled to a copy of any material in his/her file that he or she has a right to view. This material shall be provided at no cost.

E. Complaint against a bargaining unit member

The administration may commence an investigation as to the authenticity of any information related to a complaint regarding the bargaining unit member from any parent, student, or other member of the public. The administration shall notify the complainant of this complaint procedure (i.e. Section E). No complaint will be placed in the main personnel file of a bargaining unit member unless:

1. A conference was held including the complainant, the bargaining unit member, association representative, and the Principal or immediate supervisor of the bargaining unit member. Said meeting will be scheduled based on time availability of the parent and affected unit member.

2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the Principal or the immediate supervisor and initialed by the bargaining unit member. Such initialing shall not be construed as agreeing with the document, but only that the bargaining unit member received a copy of the document.

3. In the event a record of the conference held between the complainant, bargaining unit member and immediate supervisor is filed in the bargaining unit member's personnel file, the member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) working days from the date notice is given to the bargaining unit member.

4. In cases where the Board is considering termination of the employee's contract, the rights and procedures under Ohio Revised Code §3319.16 shall be applied and shall supersede the procedures identified above.

5. Nothing herein shall be interpreted to preclude the Board and employee from entering into a written settlement agreement with regard to the complaint.

6. Complaints will be filtered through the administration with attempts of resolution at the lowest possible level. No complaint regarding a unit member will be considered by the Board unless the procedure outlined above has been followed and the Superintendent approves said appeal to the Board.

    a. Notice of the Board's consideration of the complaint will be given to the unit member involved by means of certified mailing or personal service at least five (5) working days prior to the Board meeting. Notice will be mailed to the last registered address of the unit member filed with the Board.

7. The complaint shall be heard by the Board in executive session and the Board shall establish procedures for said hearing. The association and the unit member shall receive advance notification of the procedures. The unit member shall be entitled to be in attendance when the complaint is heard by the Board and the unit member shall be entitled to association representation at the hearing.

8. Resolution by Board action will become a part of the unit member's file, and the unit member shall receive a copy of the action. The unit member may attach an opinion or statement to the filed complaint with ten (10) working days of Board action. The complaint, record of the hearing(s), and the unit member's statement shall be subject to the same provisions indicated in paragraph (C) above as it relates to removal from the personnel file and the school district's public records retention and removal policy.

9. This procedure does not apply to criminal complaints nor to complaints made to county children's services' personnel.

ARTICLE 7 - SEVERABILITY PROVISION

A. This agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) of the Revised Code), and all policies, rules, and regulations of the Board to the extent they conflict with this Agreement. However, should the State Employment Relations Board or any court of competent jurisdiction determine after all appeals or times for appeal have been exhausted, that any article, or provision of any article, herein is unlawful, the entire article shall automatically be terminated but all other articles of the Agreement shall remain in full force and effect.

B. The Board's representatives and the Association's representatives shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected article within thirty (30) days, the article may be included in the next negotiations session. A request, by the Board and/or the Association, for negotiations concerning any article removed from this Agreement, must be honored by both parties.

ARTICLE 8 - FAIR DISMISSAL

Beginning with the fourth (4th) year of employment, no member of the bargaining unit shall be non-renewed without just cause, which may be discipline and/or performance related, including consultation and specific written suggestions for improvement, prior to the Superintendent's recommendation to the Board of Education for non-renewal.

ARTICLE 9 - ASSOCIATION RIGHTS

A. Association Privileges

1. All Association rights are sole and exclusive rights unless otherwise amended by this Agreement.

2. The Association shall have the right to use school buildings for membership meetings, provided the Building Principal or, in his/her absence, another designated administrator is notified, except in cases of urgent necessity, no less than twenty-four (24) hours in advance of the time and place of such meetings, and the use does not interfere with the previously scheduled use of the building. During time periods when no custodian is on duty, the Association shall pay the cost of any necessary or requested custodial cleaning and/or setting up expenses.

3. The Association shall have the non-exclusive use of any bulletin board presently located in a teacher's lounge or other non-public area.

4. The Association shall have the right to the use of the school interdepartmental mail service to the extent that such use does not interfere with the school use of such service.

5. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day, provided, however, that no such business shall be conducted during instructional or supervisory time for the individuals involved, nor shall such Association business interfere with any other school function.

6. The Association may use school-owned office equipment provided that:

   a. Such use does not interfere with normal or required usage.

   b. The repairs for damage caused by misuse of equipment will be the obligation of the Association.

7. The names, addresses, phone numbers and building assignments of all employed certificated staff members shall be supplied to the Association as this information becomes available.

B. Payroll Deductions

1. Association Dues

   a. Association members may have Association dues, including part-time and pro-rated dues deducted from their checks.

   b. Members who have elected continuing membership in the Association shall have deductions continued from year to year unless the Treasurer receives a cancellation on a form made available by the Association. The

Association shall provide the Treasurer with a list of those on continuing membership.

c. The Association will also provide a list to the Treasurer indicating those members who have elected to utilize payroll deduction for the current school year.

d. The Association will provide the lists specified in paragraphs (B)(1)(b) and (B)(1)(c), and advise the Treasurer of the amount to be deducted by September 15 of each year.

The Treasurer's office shall be held harmless by the EEA in the event that the EEA does not meet deadlines in providing the Treasurer's office the above-described information on a timely basis.

e. Association dues will be deducted and withheld from each consenting bargaining unit member's pay. Deduction of Association dues shall be in equal amounts each pay period for twenty-three (23) pay periods beginning with the second pay date in September. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall begin on the first pay date on or after the later of:

1) Sixty (60) days employment in a bargaining unit position or

2) January 15th.

f. Upon termination of membership during the membership year the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership deduct the remaining balance of the annual dues owed from the member's remaining pays or their final paycheck, whichever shall occur first.

g. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

2. Annuities

a. Enrollment for annuities deductions can only be made during the summer with a cut-off period of August 20 to be effective with the first pay in September. Annuity changes from September through December shall become effective January 1 or the first payday in January.

b. Annuity deductions will be made in equal amounts from each pay.

c. There must be a minimum of ten (10) employees enrolled in the annuity in order to offer an additional 403 (b) vendor.

3. Other Voluntary Deductions

Teachers participating in voluntary programs, such as a cancer insurance program, shall have the premium deducted in equal amounts from each pay.

C. STRS credit for work on behalf of a teacher professional organization

Association members or leaders shall be entitled to be paid by the association and/or any of its state or national affiliates for service to or on behalf of the association. Any compensation that an association member receives from the association and/or its affiliates for such service shall be subject to the provisions of the Ohio Administrative Rule 3307-6-01 for all association service on or after July 1, 2004. Contributions shall be made in accordance with procedures established by the Central Ohio Education Association.

ARTICLE 10 - SALARY SCHEDULES

CERTIFIED SALARY SCHEDULE
2026-2027 School Year

2026-2027 Increase on Base: 5%

	BA	BA+18	MA	MA+18	MA+30
STEP 0	$44,238	$45,919	$48,440	$49,767	$51,094
STEP 1	$46,096	$47,998	$50,652	$52,245	$53,749
STEP 2	$47,954	$50,077	$52,864	$54,722	$56,403
STEP 3	$49,811	$52,156	$55,076	$57,199	$59,057
STEP 4	$51,669	$54,235	$57,288	$59,676	$61,711
STEP 5	$53,527	$56,314	$59,500	$62,154	$64,366
STEP 6	$55,385	$58,394	$61,711	$64,631	$67,020
STEP 7	$57,243	$60,473	$63,923	$67,108	$69,674
STEP 8	$59,101	$62,552	$66,135	$69,586	$72,328
STEP 9	$60,959	$64,631	$68,347	$72,063	$74,983
STEP 10	$62,817	$66,710	$70,559	$74,540	$77,637
STEP 11	$64,675	$68,789	$72,771	$77,018	$80,291
STEP 12	$66,356	$70,780	$75,204	$79,628	$82,945
STEP 16	$68,214	$72,859	$77,416	$82,105	$85,600
STEP 20	$70,072	$74,938	$79,628	$84,582	$88,254
STEP 24	$71,930	$77,018	$81,839	$87,059	$90,908
STEP 27	$73,788	$79,097	$84,051	$89,537	$93,562
STEP 30	$75,646	$81,176	$86,263	$92,014	$96,217

INDEX

	BA	BA+18	MA	MA+18	MA+30
STEP 0	1.000	1.038	1.095	1.125	1.155
STEP 1	1.042	1.085	1.145	1.181	1.215
STEP 2	1.084	1.132	1.195	1.237	1.275
STEP 3	1.126	1.179	1.245	1.293	1.335
STEP 4	1.168	1.226	1.295	1.349	1.395
STEP 5	1.210	1.273	1.345	1.405	1.455
STEP 6	1.252	1.320	1.395	1.461	1.515
STEP 7	1.294	1.367	1.445	1.517	1.575
STEP 8	1.336	1.414	1.495	1.573	1.635
STEP 9	1.378	1.461	1.545	1.629	1.695
STEP 10	1.420	1.508	1.595	1.685	1.755
STEP 11	1.462	1.555	1.645	1.741	1.815
STEP 12	1.500	1.600	1.700	1.800	1.875
STEP 16	1.542	1.647	1.750	1.856	1.935
STEP 20	1.584	1.694	1.800	1.912	1.995
STEP 24	1.626	1.741	1.850	1.968	2.055
STEP 27	1.668	1.788	1.900	2.024	2.115
STEP 30	1.710	1.835	1.950	2.080	2.175

A. Tutor Pay Scale

1. Tutors are excluded from the teachers' salary schedule.

2. Tutors Hourly Rate

$20.00	2026-2027

B. Pay Periods

Bargaining unit members shall be paid every tenth (10th) and twenty-fifth (25th) of each month, twenty-four (24) times per year. All district employees will be notified of direct deposit by e-mail.

C. Lateral advancement on the salary schedule

Any bargaining unit member eligible for lateral advancement on the salary schedule shall be advanced on the salary schedule twice a year upon presentation and verification of college coursework to the treasurer of the District. Salary increases due to a lateral advancement on the salary schedule will be paid beginning no later than October 10th or February 10th following verification of coursework submitted by the end of the preceding pay period. Lateral advancement will be approved for coursework approved through the LPDC and related to the teaching area or IPDP of the requesting staff member.

D. Class Coverage

When it becomes necessary for a unit member to give up his/her planning period to cover the class responsibilities for another unit member for a period, the member shall receive compensation at the rate of twenty dollars ($20.00) per class. Volunteers will be asked first and then coverage can be assigned on a rotating basis. Teachers will submit a timesheet for compensation.

ARTICLE 11 - SUPPLEMENTAL CONTRACTS

A. Base Salary

$44,238 2026-2027

B. A supplemental contract is issued to authorize compensation as listed herein in addition to the salary schedule(s) in Article 10, for the performance of duties which are in addition to a bargaining unit member's regular duties.

C. Extended service constitutes days of service assigned to a bargaining unit member who performs the same or substantially similar duties as those performed under the member's teaching contract on days in addition to those listed in Article 30. Individuals so assigned shall be compensated at their per diem rate for each day of extended service time as noted in their teaching contract.

D. Supplementals shall be increased in the same percentage as the base increase each year of the Negotiated Agreement.

E. No payment for a supplemental contract shall be made until after the completion of the coach/advisor's duties, according to the job description, as verified by the principal or supervisor. If a coach/advisor is unable to complete his/her duties, then the amount paid on the supplemental contract will be prorated as follows. If the stoppage occurs prior to the start of the season, 0% will be paid. If the stoppage occurs after the season has begun up to completion of 25% of the season, 25% of the contract amount will be paid. If the stoppage occurs after completion of 25% of the season up to the completion of 50% of the season, then 50% of the contract amount will be paid. If the stoppage occurs after completion of 50% of the season up to the completion of 75% of the season, then 75% of the contract amount will be paid. If the stoppage occurs after the completion of 75% of the season, then 100% of the contract amount will be paid. The season shall be determined by the official OHSAA approved start and end dates for the regular season for each sport. For year-long supplemental contracts the "season" will be the District's academic year calendar and its designated quarters.

F. Supplemental Schedules

2026-2027 School Year **Base: $44,238**

Position	Steps/Years of Experience 0-4	5-7	8 +
	.155	**.16**	**.165**
Head Varsity Football	$6,856.89	$7,078.08	$7,299.27
Head Varsity Boys Basketball	"	"	"
Head Varsity Girls Basketball	"	"	"
Head Wrestling	"	"	"
	.13	**.135**	**.14**
Marching Band Director	$5,750.94	$5,972.13	$6,193.32
	.10	**.105**	**.11**
Head Varsity Baseball	$4,423.80	$4,644.99	$4,866.18
Head Varsity Softball	"	"	"
Varsity Track	"	"	"
Head Varsity Volleyball	"	"	"
	.095	**.10**	**.105**
HS Asst. Football (4)	$4,202.61	$4,423.80	$4,644.99
Show Choir Director	"	"	"
Complex Supervisor	"	"	"
Asst. Varsity Boys Basketball	"	"	"
Asst. Varsity Girls Basketball	"	"	"
Junior Varsity Boys Basketball	"	"	"
Junior Varsity Girls Basketball	"	"	"
Science Lab Advisor	"	"	"
Asst. Varsity Wrestling	"	"	"
JV Wrestling	"	"	"
	.08	**.085**	**.09**
Head Varsity Golf Boys	$3,539.04	$3,760.23	$3,981.42
Head Varsity Golf Girls	"	"	"
Head Cross Country	"	"	"
	.07	**.075**	**.08**
Asst. Marching Band	$3,096.66	$3,317.85	$3,539.04
Yearbook Advisor HS	"	"	"
VRC Robotics (HS/MS)	"	"	"
	.06	**.065**	**.07**
Head MS Football	$2,654.28	$2,875.47	$3,096.66
Freshmen Football	"	"	"
Freshman Basketball (Boys)	"	"	"

Freshman Basketball (Girls)	"	"	"
Asst. Track HS (2)	"	"	"
Asst. Varsity Softball	"	"	"
Asst. Varsity Volleyball	"	"	"
Junior Varsity Volleyball	"	"	"
Asst. Varsity Baseball	"	"	"
Junior Varsity Baseball	"	"	"
Junior Varsity Softball	"	"	"
Bowling	"	"	"
Swimming	"	"	"
Asst. Show Choir	"	"	"
	.05	**.055**	**.06**
Freshman Volleyball	$2,211.90	$2,433.09	$2,654.28
Asst. MS Football (2)	"	"	"
8th Grade Boys Basketball	"	"	"
8th Grade Girls Basketball	"	"	"
7th Grade Boys Basketball	"	"	"
7th Grade Girls Basketball	"	"	"
8th Grade Volleyball	"	"	"
7th Grade Volleyball	"	"	"
Musical Director	"	"	"
Head Middle School Track	"	"	"
Head Middle School Wrestling	"	"	"
	.04	**.045**	**.05**
Auxiliary Band (Color Guard)	$1,769.52	$1,990.71	$2,211.90
Asst. MS Track (2)	"	"	"
LPDC (3)	"	"	"
National Honor Society Advisor	"	"	"
Show Choir Choreographer	"	"	"
Asst. MS Wrestling	"	"	"
Asst. Bowling	"	"	"
Jr. Class Advisor	"	"	"
HS Football Cheerleading Advisor	"	"	"
HS Basketball Cheerleading Advisor	"	"	"
IQ Robotics (MS/Elem)	"	"	"
Senior Class Advisor	"	"	"
HS Student Council Advisor	"	"	"
Asst. JV Baseball	"	"	"
Asst. JV Softball	"	"	"
	.03	**.035**	**.04**
Pep Band Director	$1,327.14	$1,548.33	$1,769.52
HS Musical Asst.	"	"	"
MS Football Cheerleading Advisor	"	"	"
MS Basketball Cheerleading Advisor	"	"	"

	.02	.025	.03
MS Cross Country Coach	$884.76	$1,105.95	$1,327.14
HS Science Club Advisor	"	"	"
HS Spanish Club Advisor	"	"	"
Academic Challenge	"	"	"
Cosmic Beat Advisor (Elem.)	"	"	"
Middle School Yearbook Advisor	"	"	"
Middle School Student Council	"	"	"
Elementary Yearbook	"	"	"
Washington DC Trip Coordinator	"	"	"

All supplemental contracts will be paid the defined percentage of the base salary in each year of the contract.

All sports are dependent on sufficient numbers of student participation.

1. Any coach who moves to a higher level position will receive 1/2 of their years' experience.
2. Level of experience is 0-4 years, 5-7 years, and 8 and above years.
3. Any supervisor/coach who has been out of an activity for four (4) years or less and wants to return to a related discipline and re-enters may begin at the level of experience.
4. Experience from other districts must be documented and in the same sport/area.

G. Other

1. If the position is filled by an individual other than a person in the bargaining unit, the Board shall have the right to determine the rate of payment, but in no case shall the rate exceed that which has been bargained.

2. Steps for the creation of new supplemental positions:

   a. The salary for new supplemental positions created by the Board shall be subject to the bargaining process. Any staff member may recommend additional supplemental positions not currently listed on the supplemental salary schedule to his/her Principal. The educational value and rationale for the new position/program/team of the recommended activity will be described in writing, including a study of the number of students to be involved along with a proposed job description.

   b. If the Principal does not recommend that the supplemental position be created, he/she will give a written reason for the refusal to the staff member who made the proposal.

   c. The final decision to create and recommend the supplemental position to the Board rests with the Principal and Superintendent. If recommended by the Principal, and supported by the Superintendent, the supplemental recommendation will be submitted to the Board for its approval. Once approved by the Board, the supplemental will be added to the agreement between the Board and the EEA. The amount of salary will be negotiated

in accordance with the negotiations procedures of this Negotiated Agreement. If a supplemental position is created, a person already receiving a contract for the position will be placed accordingly on the supplemental scale.

3. The Board is not required to fill these positions if the Board determines an insufficient number of students participate, or because of budgetary constraints.

4. Supplementals shall be paid three (3) times during the calendar school year (Nov. 15, Mar. 15, June 15.) Payment will be made by separate check for the entire amount of the contracted supplemental.

H. Extended Service Days

All full-time certificated/licensed individuals in the below-listed positions shall receive extended service days as follows:

1. Guidance counselors in the elementary (K-6) and junior high (7-8) shall receive not less than ten (10) days of extended service per year.

2. High school guidance counselors shall continue to receive not less than twenty (20) days of extended service per year.

3. Agricultural Education Teacher shall receive not less than forty (40) days of extended service per year.

4. Technology Facilitator shall receive not less than ten (10) days of extended service per year, effective only until June 30, 2023.

5. Media Specialist shall receive not less than five (5) days of extended service per year.

I. Facility Manager

A facility manager(s) may be utilized, upon the approval of the Board of Education, to assist the administration with additional supervision of extracurricular or co-curricular events on an as-needed bases for up to thirty (30) events per year. The rate of pay will be one-hundred ($100) per event documented and submitted on time sheets.

ARTICLE 12 - STRS PICK UP

The Board shall initiate a STRS "pick-up." The pickup will be of no cost to the Board and is solely for the purpose of reducing current tax for teachers and will remain in effect so long as Revenue Rating Ruling No. 77-462 remains substantially unchanged. Teachers are individually responsible for reviewing the relationship between the "pick-up" and their other tax deferral arrangements, if any.

ARTICLE 13 - SICK LEAVE

A. Each full-time teacher shall be entitled to earn hours equivalent of 15 days of sick leave with pay for each year under contract with the Board, which shall be credited at the rate of hours equivalent of one and one-fourth (1¼) days per month of employment.

B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, childbirth, miscarriage, for absence due to illness, funerals, injury, or death in the teacher's immediate family. Immediate family shall be defined as father, mother, sister, brother, husband, wife, child, grandmother, grandfather, grandchild, aunt, uncle, in-laws bearing any of these relationships, legal guardian, foster or step-parent, and foster or step child, or any other relatives living in the same household.

1. Sick leave may be used for funerals for those outside of the immediate family provided all personal leave days have been exhausted.

2. Requests for sick leave for someone other than those listed must be approved by the Superintendent.

3. A doctor's excuse is required after missing three (3) consecutive sick days.

4. Sick leave for travel time to out-of-state funerals of immediate family may be granted at the discretion of the Superintendent.

C. Sick leave shall be cumulative to:

250 days 2026-2027 school years

D. Any accumulated sick leave of a teacher separated from any other public service shall be transferable, provided that reemployment takes place within ten (10) years of the date of the last termination of public service.

E. A catastrophic sick leave donation program is established to assist employees who suffer a catastrophic accident or long-term illness or injury not job related or whose spouse or son or daughter or mother and/or father living with a single employee suffers a catastrophic accident or long-term illness or injury necessitating the employee to be absent from work, when the employee will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

If an employee desires to make use of the catastrophic sick leave donation program and conditions below are met, then the employee may request through the Association that sick leave days be transferred from the bargaining unit members' accumulated sick leave to the employee. The Association shall notify the Treasurer of the Board and the Superintendent in writing of the number of days to be deducted, from whom, for what dates and the person receiving the transferred days. Included in the notice shall be a signed statement by the teacher(s) involved authorizing the Board Treasurer to transfer the days.

The catastrophic sick leave donation program can be utilized by an employee only if the following conditions are met:

a. The Superintendent and the Board of Education must agree for sick leave bank days to be awarded.

b. The Superintendent and the Board of Education will determine if the long-term injury or illness of the employee or immediate family as defined in the sick leave article is catastrophic.

c. A physician's written statement supporting that a long-term catastrophic medical injury or illness exists.

d. The employee must exhaust his/her own sick leave and personal leave first.

e. The injury or long-term illness must require that the employee be absent at least twenty (20) workdays.

f. The employee must have worked for the Board for a least one (1) school year.

g. All sick leave donations must be voluntary.

h. Donations from a teacher must be in units of one (1) day.

i. Unless otherwise approved by the Superintendent, no more than two (2) days total sick leave per catastrophe can be donated by an individual bargaining unit member, and no bargaining unit member may donate sick leave if the donation will reduce his/her accumulated sick leave balance to thirty (30) days or less.

j. Sick leave bank donations will not be made to employees who have applied for and been granted disability retirement.

k. Unless otherwise approved by the Superintendent and the Board of Education, no more than twenty (20) days total sick leave per catastrophe can be donated.

l. The teacher who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

m. Donated sick leave may not result in an increase in severance pay.

n. If the number of sick days donated exceed the number of sick leave days used by the donee, the extra days will be lost and not returned to the donors.

o. If the employee is eligible for Family Medical Leave, such donated leave will count toward their Family Medical Leave.

p. The bargaining unit member who receives the donated sick leave may only do so once in their professional lifetime at Elgin.

ARTICLE 14 – DEPENDENT CARE LEAVE

Maternity, Paternity and Adoption: The Board recognizes the inherent responsibilities of the onset of parenthood. It further recognizes that in coordination with the statutory provisions of the Ohio Revised Code and the Family and Medical Leave Act of 1993, the following avenues are available to employees regarding maternity leave:

A. A Bargaining Unit Member(s) may use sick leave during the Dependent Care Leave period. Up to thirty (30) consecutive working days of accrued sick leave may be used for maternity leave. Eligible use of accumulated sick leave begins on the day of birth of a child. The spouse may use up to ten (10) consecutive working days of accrued sick leave beginning on the date of birth. In the case of adoption, bargaining unit members may use up to up ten (10) days of consecutive sick leave following child placement.

B. Additional accrued sick leave may be taken if accompanied by a doctor's statement.

ARTICLE 15 - SEVERANCE PAY

A. Severance pay shall be a one-time lump sum payment to eligible teachers according to the following provisions:

B. Eligibility

1. The teacher's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

   a. The teacher actually retires from the Elgin Local School District.

   b. Retirement is defined as disability, or service retirement as specified in the State Teachers Retirement System.

   c. The teacher must be eligible for disability or service retirement as of the last date of employment with the Board.

   d. The teacher must, within 120 days of his/her last day of employment, prove acceptance into the retirement system by providing the Treasurer with official notification from STRS.

C. Benefit Calculation

1. The amount of the benefit due each bargaining unit member shall be calculated by:

   a. Multiplying the bargaining unit member's accrued but unused sick leave by one-fourth (1/4).

   b. Multiplying the product times the per diem rate of pay appropriate for the affected bargaining unit member's placement on the salary schedule in effect at the last day of employment.

   c. The amount of the benefit calculated in steps (a) and (b) shall not exceed the value of:

      Sixty-two and one-half (62.5) days 2026-2027 school years.

E. Other

1. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

2. Teachers may accept severance pay the year following retirement.

ARTICLE 16 - INSURANCES

A. In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

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

B. Coverage: See Plan Booklet for COG adopted coverage information.

C. Medical

Beginning the 2023-2024 school year and for the duration of this contract, all members of the bargaining unit will pay fifteen percent (15%) of the monthly premium for medical, dental and vision insurance for those members that elect to take the District's insurance.

1. Stark County Schools Council

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

2. Preferred Provider – Doctors/Hospital

a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

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

3. Preferred Providers – Prescription Drugs

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

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

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

c. The deductible will be waived.

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

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

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

D. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $50,000 for each teacher.

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

E. Dental Insurance

The Board shall provide dental coverage and pay the same percentage as specified in (C) above.

F. Section 125 Tax Shelter

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

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

G. Vision Insurance

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance. The Board shall pay the same percentage of the premium for this coverage that it pays for Dental Insurance.

H. Premium Holidays

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

I. Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter,

moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

J. Same Sex Marriage

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

ARTICLE 17 - EYE HEALTH FUND

A. The Board shall create an Eye Health Fund by placing $6,000 per year in said fund. Each bargaining unit member could make use of $200 of this fund every year on a first come - first served basis. Each bargaining unit member must complete an appropriate requisition and purchase order prior to reimbursement by the District.

B. Coverage:

1. Cover cost of eye examination.

2. Cover cost of eye glasses/corrective lenses.

C. The Association will contact the Treasurer for updates relating to:

1. The total of funds used.

2. The remaining funds available

D. All Funds remaining at the close of the benefit year shall be added to the next fiscal year's fund with a cap of $6,000.

E. Funds available to individual teachers retiring/resigning prior to the end of the school year will be pro-rated based on the percentage of the contract year completed prior to resignation/retirement.

ARTICLE 18 - PERSONAL DAYS

A. Members of the bargaining unit may be granted a maximum of three (3) personal days with pay per contract year.

B. Days must be approved by the building Principal prior to use.

1. Requests for personal leave shall, except in emergencies, be submitted to the building principal five (5) working days in advance of the requested personal leave date. Applicant shall request such leave on the appropriate request form.

2. No personal days may be used in May without the written permission of the Superintendent.

C. Reimbursement will be granted to those bargaining unit members for non-use as follows:

1. Each bargaining unit member shall be paid $150.00 for one (1) unused day.

2. $300.00 for two (2) unused days.

3. $450.00 for three (3) unused days.

4. A bargaining unit member may elect to attach the remaining days to his/her sick leave accumulation.

5. Election for pay or conversion to sick leave shall be made on the end of the year checklist.

6. If the bargaining unit member elects to be paid for all unused personal days, such payment shall be received the first payroll in July each year.

7. Bargaining unit members may carry over one (1) personal day per year for up to a maximum of four (4) personal days in a given year.

8. There will not be a reimbursement of unused personal days if a "dock/deduct" day is used. Personal days must be exhausted before a "dock/deduct" day is granted.

9. A "dock/deduct" day is an unpaid day, therefore the use of a "dock/deduct" day includes the reduction of salary and benefits.

D. For tax purposes, bargaining unit members may elect to change their federal withholding exemptions for the first payroll in July.

ARTICLE 19 - TUITION CREDIT

A. Tuition reimbursement rates will be fifty percent (50%) of the cost per graduate credit hour (semester or quarter). Undergraduate hours will be reimbursed at twenty-five percent (25%) of the cost per credit hour.

Teachers requesting tuition reimbursement are to complete the appropriate paperwork/forms prior to submitting the request to administration.

1. Eligible coursework for reimbursement begins after completion of the bargaining unit member's first instructional year. Employees who have been RIFFED pursuant to Article 25 of this Negotiated Agreement shall be forgiven from the above-described obligation.

2. Coursework must be completed within one (1) calendar year from the date of request unless a waiver is approved based on the requirements of the coursework being taken and program requirements.

3. The bargaining unit member shall have received the prior approval of the LPDC and the District's Treasurer.

4. The maximum amount of reimbursement for any certificated bargaining unit member will be $1,600 per year.

5. The bargaining unit member must take the course work in his/her area of certifications or in other course work approved by the LPDC.

6. The Board shall allocate $16,000.00 for each year of this contract for tuition reimbursement. There will be no roll-over of remaining funds at the end of each fiscal year.

7. Funds will be allocated on a fiscal year basis (July 1 – June 30). Reimbursements will be paid after the close of the fiscal year for those classes which were completed during that fiscal year. All paperwork, proof of satisfactory completion of coursework (grade of C or better), and proof of expense must be submitted before the end of June to be eligible for reimbursement. If the requests for reimbursement exceed $16,000 in total, then reimbursements will be made on a pro-rata basis.

8. Reimbursement for tuition will not be paid to employees who voluntarily choose to leave the District prior to the start of the following school year.

B. Local Professional Development Committee (LPDC)

Purpose of the LPDC

The purpose of the LPDC is to oversee and review the professional development of Elgin bargaining unit members in accordance with the Elgin local Schools' mission statement and the Ohio credential requirements.

The Elgin LPDC will consist of four (4) bargaining unit members and one (1) administrator.

1. Four (4) teachers will be selected – one (1) from each building.

2. The Administrator will be selected by the Superintendent.

3. The Elgin Education Association President will serve as a consultant for the committee.

    a. Terms of service will be for two (2) years (two of the original committee members will serve for three (3) years to allow for continuity).

        1) Two 2-year terms: Chairperson and one (1) member

        2) Two 3-year terms: Vice-chairperson and one (1) member

    b. Vacant terms will be filled by application according to the position open. The EEA Executive Committee will then select the teacher members to fill the vacancy.

    c. When an administrator's plan is to be approved, the District administrators will meet with the chairperson and vice-chairperson for input.

    d. LPDC meetings will be held once per month. Meeting dates will be determined by the LPDC in August for the upcoming school year.

    e. The appeals process will consist of the bargaining unit member having the option of an individual interview with the building LPDC representative or the LPDC committee. The teacher always has the right to request a reevaluation. In certain cases, emergency meetings can be called to address time-sensitive cases. This appeals process may be updated as new laws become effective.

    f. LPDC will maintain files/records on the following items for all bargaining unit members.

        1. Licensure/Renewal Information/Expiration Dates
        2. IPDP
        3. Pre-approval of professional development activities
        4. Tuition reimbursement
        5. Properly Certified Teacher requirements
        6. Proof of Completion
        7. Other as deemed by the LPDC

ARTICLE 20 - ASSAULT LEAVE

A. The Board shall grant assault leave to bargaining unit members absent due to a physical disability resulting from a physical assault providing the following conditions are met:

1. Any bargaining unit member who must be absent from his/her duties due to a disability resulting from an assault while engaged in/related to school activities or business, while on school premises at any time, and/or at a scheduled school activity or on school business, regardless of location, will be paid his/her full scheduled compensation for the duration of the time necessary to recover from a work-related disability based on the advice of a doctor.

2. Assault shall be defined as unlawful contact resulting in injury to a teacher.

3. The teacher shall furnish to his/her immediate supervisor and carbon copy the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date and time of the assault, plus names and addresses of witnesses, if known.

4. If medical attention is required, or if the bargaining unit member is absent from work for more than five (5) days as a result of the assault, the teacher shall also furnish a written, signed statement from the medical doctor as to the nature and duration of the disability.

5. Upon receiving the statements referred to in paragraphs (3) and (4) above, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to granting the assault leave.

6. Assault leave shall not be charged against sick leave earned or earnable by the teacher.

7. A prerequisite for qualifying for assault leave shall be that the individual in question must apply for Workers' Compensation. The Board will only pay the difference between Workers' Compensation paid and the teacher's regular salary. Should a delay occur in the receipt of Workers' Compensation benefits, the Board shall maintain the teacher on full pay status with the understanding that delayed Workers' Compensation benefits will be signed over to the Board when received by the teacher.

8. Assault leave as provided herein shall terminate at such time as Workers' Compensation benefits are terminated and the bargaining unit member is released from the attending physician to return to work.

ARTICLE 21 - SECURE TEACHING & LEARNING ENVIRONMENT

A. The Administration recognizes its responsibility to give reasonable support and assistance to members in the mutual endeavor to maintain a positive atmosphere for teaching and learning in the educational environment.

B. The administrator should communicate in writing with the teacher regarding the disposition of a student who is referred to the building administrator for disciplinary action.

ARTICLE 22 - SECURE BUILDINGS AND FACILITIES

A. In the interest of providing the best possible atmosphere for students and members to accomplish the mutual goal of providing the best possible educational experience, the Board recognizes that safe and secure buildings and facilities are an essential component to that end. Each building shall establish a safety committee comprised of Administration and licensed/certified staff in proportion to the ratio of employees (bargaining unit, exempt) in each building to develop and implement plans for each building and facility that include the following provisions:

1. Limit ingress and egress to and from each building and facility;

2. Attempt to identify all visitors (i.e. sign-in/out sheets and badges);

3. Provide operable locks on all classroom doors which lead to hallways through maintenance request;

4. Provide lockable, secure places (e.g. locker) in each classroom for members to secure valuables if requested;

5. Meetings shall be regularly scheduled at the discretion of the building committee. Classified employees may participate on the building committees, in a proportionate amount, if they so desire.

ARTICLE 23 - ASSOCIATION LEAVE

A. The Association shall be granted for each OEA Representative Assembly, not to exceed one (1) meeting annually, a maximum of one (1) day for each meeting. Leave shall be limited to two (2) delegates.

B. The Superintendent shall be notified at least three (3) weeks prior to the intended date of absence.

ARTICLE 24 - SENIORITY

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

1. Seniority shall begin to accrue from the bargaining unit member's date of hire.

2. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits.

3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Negotiated Agreement.

5. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Negotiated Agreement.

6. No employee shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior employee:

a. The date of the Board meeting at which the teacher was hired.

b. Any remaining ties will be broken by coin toss which shall be conducted by the District's Treasurer at the Board meeting during which the employees are hired, or shortly thereafter.

C. Super Seniority

1. For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

2. For layoff purposes only, the Union President shall be the most senior employee in the bargaining unit.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the employer. Seniority shall also be lost when a member of the bargaining unit leaves to take an administrative position.

E. Posting of Seniority List

1. The seniority list shall be sent by electronic mail to all members of the bargaining unit twice annually, by September 15 and April 15 of each work year. The employer shall prepare the seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of employer resolution to hire, and the contract status (limited or continuing) of each employee.

2. The names of employees on the seniority list shall appear in seniority rank order within area of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

3. The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirements.

4. The names of part-time employees shall appear on the seniority list but shall be listed in a separate column.

5. The names of all laid off employees who are eligible for recall as listed in Section 24(I) shall be listed with a notation to signify their status.

F. Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the employer or its agents in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered final until the next posting.

ARTICLE 25 - REDUCTION IN FORCE

A. Definition of RIF

A Reduction in Force (RIF) shall have occurred when the employer reduces or eliminates a bargaining unit position.

B. Reasons for RIF

A RIF may only occur for the following reasons:

1. Decreased enrollment of pupils in the District.

2. Return of an employee from a leave of absence.

3. Suspension of schools or territorial changes affecting the District.

4. Financial reasons.

C. RIF Planning

1. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

2. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

3. The Board of Education shall act on all continuing contracts prior to implementation of this procedure.

D. Notification of Anticipated RIF

1. If the employer determines a RIF may occur, the employer shall notify the union president or the union vice-president in the event the union president is not at school, in writing. The notification shall include the reason(s) for the RIF; the anticipated position(s) to be reduced or eliminated; the anticipated name(s) of the employees to be affected, the anticipated date of employer action to implement the RIF and the effective date of the RIF.

2. Within ten (10) days of receipt of the written notification, representatives of the employer and the union shall meet to review and discuss the proposed RIF. There may be no more than six (6) union designated representatives to this meeting, including the union president. The administrative team may be no more than six (6) representatives, including the Superintendent and Treasurer. If the union disagrees with the reason(s) for the implementation of the proposed RIF and/or the position(s)/name(s) listed, the parties will schedule a meeting to be held within ten (10) days with the union and the Board of Education to review and discuss the proposed RIF. The union president may request up to four (4) other representatives to attend this meeting, in addition to the union president. Thereafter, if the union still disagrees with the reason(s) for the implementation of the proposed RIF after

a meeting with the Board of Education, the union may demand the matter be submitted to Step IV of the grievance procedure. Note that the time period(s) may be extended by mutual written agreement between the union and the Superintendent and/or union and Board of Education.

E. Implementation

Implementation Date is the date when the Board of Education votes to have a reduction in force (RIF). If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated accordance with the evaluation procedure. Suspension of contracts shall be recommended by licensure/certification area and order shall be based on the following:

1. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:

   a. First, position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled. When notification of position opening(s) as a result of voluntary resignation, retirement, or death is received in writing by the District after April 30th but before the first teacher work day of the next school year, those positions do not have to be filled or RIFed.

   b. Second, limited contract teachers shall be reduced first utilizing the following order:

      1. Licensure/Certification
      2. Competency as determined by formal evaluation
      3. When evaluations are comparable, seniority in the District shall prevail.
      4. For the purpose of determining "comparable final evaluation rating", evaluation ratings within the same rating category (Accomplished, Skilled, Developing, or Ineffective) will be considered comparable.

   c. Third, continuing contract teachers shall be reduced by utilizing the following order:

      1. Licensure/Certification
      2. Competency as determined by formal evaluation
      3. When evaluations are comparable, seniority in the District shall prevail.
      4. For the purpose of determining "comparable final evaluation rating", evaluation ratings within the same category (Accomplished, Skilled, Developing, or Ineffective) will be considered comparable.

   d. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

e. An employee to be laid off due to RIF shall be given thirty (30) days advance written notification prior to the implementation of the RIF. The union shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

f. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

g. Reasons for all RIFs shall not be arbitrary, capricious, or discriminatory.

F. Bumping

1. A bargaining unit member(s) whose position(s) are RIFed shall have the right to bump the least senior person with a comparable or lesser rated evaluation in an area for which they hold a certificate/license. If the bumping employee has more than one area of certification/licensure, the employee to be displaced will be the employee with the least district seniority in any of the bumping employee's areas of certification/licensure with a comparable or lesser rated evaluation. The bargaining unit member being bumped may in turn bump another bargaining unit member using the same criteria until all bumping is completed. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent.

2. Written notice of intent to exercise bumping rights must be given to the Superintendent in writing, with a copy to the union president, within five (5) days of receipt of the written notice of intent to RIF notification. Within five (5) days of receipt of written notice of intent to exercise bumping rights, the Superintendent will provide notification in writing to the displaced employee, using the same criteria until all bumping is completed, and send a copy to the union president. All written notifications will be sent the same day using electronic mail.

G. Limitations

1. No new hire shall be employed in a bargaining unit position until all laid off employees who are certified/licensed in the area(s) of the open position(s) have been offered such position(s).

2. No transfer or reassignment shall be made during a period of RIF that prevents the recall of an employee on layoff status. No vacancy shall be posted until all eligible employees have been recalled.

3. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

4. Work previously performed by laid off employees shall not be subcontracted.

5. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee.

H. Layoff Rights

1. An employee on layoff status shall have the following rights:

   a. The right to continue receipt of group insurance coverage at the employee's expense in accordance with COBRA.

   b. Time spent on layoff SHALL not contribute to the accrual of seniority, but shall not constitute a break in seniority.

   c. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.

   d. The right to be notified by e-mail of all postings for bargaining unit positions. The bargaining unit member is responsible for notifying the administrative office in writing which notification option is to be used and any further changes to e-mail and postal mailing address(es).

   e. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

   f. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the employer prior to recall.

   g. The right to priority status on the substitute list upon request.

I. Recall Rights

1. Laid off employees shall be recalled in reverse order of layoff in keeping with contract status and certification/licensure. The union shall be sent a copy of said notification at the same time. The notice shall state the area of licensure/certification needed for the recalled assignment, the assignment, the effective date of contract resumption, and whether the assignment constitutes a full workday (Article 30) or a fraction thereof, which, if so, shall be specified.

2. Any employee shall be considered to have recall rights if the employee is either laid off or is working in a position of lower pay or fewer hours than the position he/she held prior to the reduction in force.

3. The employee shall be notified in writing by certified mail of an offer of recall and given ten (10) days to accept such offer and shall be granted a minimum of five (5) days from date of acceptance to report to work. It is the employee's responsibility to notify the Administration of any change of address.

4. This procedure shall continue until all employees on layoff status have been recalled to an equivalent (full-time to full-time and part-time to part-time) position within the staff member's current certification/licensure, have retired

under the State Teachers Retirement System (STRS), or have voluntarily resigned, but in no case longer than three (3) school years from the time the employee was RIFed. Position is the duties the employee would be doing (i.e., teacher, guidance counselor, etc.). Assignment is the specific job the employee would be doing (i.e., 2nd grade teacher, high school chemistry teacher, etc.). The District Treasurer maintains the recall list.

5. Any bargaining unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.

J. Termination of RIF

The RIF shall be terminated when no employee remains on layoff status or all requirements in 25(I)(4) have been satisfied.

ARTICLE 26 - EVALUATION (Non-OTES)

A. For those bargaining unit members whose evaluations are not covered by Ohio Revised Code Sections 3319.111 or 3319.113, evaluations shall be conducted in accordance with the provisions of this Article on forms mutually agreed upon by the Board and the Association.

B. Evaluations shall be conducted at least twice in the school year in which the Board may wish to declare its intention not to re-employ the teacher. One evaluation shall be conducted and completed not later than the Fifteenth day of January and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the Twenty-fifth day of January. One evaluation shall be conducted and completed between the Tenth day of February and the First day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the Tenth day of May.

C. Evaluation procedures shall include, but not be limited to:

1. Criteria of expected job performance in the areas of responsibility assigned to the teacher being evaluated;

2. Observation of the teacher being evaluated by the person conducting the evaluation on at least two occasions for not less than thirty (30) minutes on each occasion;

3. A written report of the results of the evaluation that includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

D. During the length of the Negotiated Agreement, format and forms will be studied for staff curricular, extra-curricular and co-curricular position evaluations. Recommendations for establishing evaluation for all positions will be made by committee.

ARTICLE 27 - OTES TEACHER EVALUATION

A. Definitions

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.112(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

4. Evaluation Rating: The final, holistic evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. The contract will be amended as the criteria/relevant law is amended. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

5. Evaluation Cycle: The period of time for the completion of the evaluation procedure.

6. Evaluation Instrument: The process and forms used by the teacher's evaluator. These forms can be found here: ohioes.com/login.

7. Teacher-level Value-Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data exists, value-added data must be one of the high-quality student data measures used.

8. Evidence: Information collected and/or received by the evaluator to support and inform the accurate reflection of the Evaluation. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style survey, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, student work samples, professional growth plans, walk-throughs, observations, informal conversations, and high-quality student data.

9. High-Quality Student Data (HQSD): Information derived from instrument(s) rigorously reviewed and approved by local educators which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

10. Improvement Plan: A written plan developed by the evaluator, utilized when a teacher received a Rating of Ineffective on his/her Evaluation or on any individual deficiency in the evaluation system.

11. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate teacher evaluation ratings to the Ohio Department of Education (ODE). (Or the system that is currently adopted by ODE for reporting teacher evaluation ratings.)

B. Application

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Chapter 3319 of the Ohio Revised Code or a permanent or professional certificate under former section 3319.222 of the Revised Code who spend at least fifty (50) percent of their time providing student instruction.

C. Evaluators

1. An evaluator must be an ODE credentialed employee of the District. Supervising Principals will generally be the evaluator for each teacher. Every effort will be made to ensure that the building principal (or assistant principal) will evaluate. However, if a supervising principal is unable to complete the evaluation, a credentialed evaluator employed by the District, approved by the Superintendent will be appointed to complete the evaluation.

2. The person who is responsible for assessing a teacher's performance shall be:

   a. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The designated supervisor may change under extenuating circumstances, with the Superintendent's approval.

   b. The evaluator shall not be a bargaining unit member.

D. Evaluation Committee

The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of assessing and making recommendations concerning the procedure and process, including the evaluation instrument, and the determination of HQSD for the evaluation of teachers in the District.

1. Members will be comprised of teachers from the Elgin Local School District who volunteer their time to serve on this committee for the duration of the school year.

2. All volunteers will be approved by the supervising principal prior to being placed on the Committee.

3. Supervising Principals will give EEA an opportunity to share any concerns it might have about Committee volunteers.

4. There shall be one Committee for grades K-5 and one for grades 6-12. Each Committee should include a minimum of two (2) teachers and an administrator from each building.

5. Meeting times are flexible and will be set by committee members.

6. Members will use the HQSD criteria established by ODE.

E. Schedule for Evaluation

1. Teachers will be notified of their designated evaluator no later than September 30th of each school year, and within five (5) workdays of any subsequent change.

2. Teachers may request a meeting with their evaluator to discuss the tools, processes, methodology, and the use of high-quality student data.

3. Classroom observations may be scheduled any day except: the day before or after Thanksgiving Break, Christmas Break, Spring Break; and, the last day of a grading period.

4. The evaluation shall be completed no later than the 1st day of May, and the teacher being evaluated shall be given access to the results of this evaluation, including the assigned evaluation rating, not later than the 10th day of May.

5. The Board may evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this Article once every three (3) school years so long as the teacher submits a self-directed professional growth plan that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. In that case, the evaluation shall be completed by the 1st day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the 10th day of May of that school year.

6. The Board may evaluate a teacher assigned an evaluation rating of Skilled on the teacher's most recent evaluation conducted under this Article once every two (2) school years so long as the teacher and evaluator jointly develop a professional growth plan that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on that plan. In that case, the evaluation shall be completed by the 1st day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the 10th day of May of that school year.

7. In any year that a teacher is not formally evaluated pursuant to paragraphs five (5) or six (6), an evaluator shall conduct at least one (1) formal or informal observation of the teacher and hold at least one (1) conference with the teacher.

8. Teachers rated as Accomplished or Skilled may voluntarily choose to be evaluated before the excused window expires.

9. Teachers on Leave or Retiring

The Board may elect not to conduct an evaluation of a teacher who: (1) was on leave for fifty percent (50%) or more of the school year, as calculated by

the Board; or (2) has submitted notice of retirement and that notice has been accepted by the Board on or before December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

F. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the standards for the teaching profession as reflected in the criteria set forth in the evaluation instrument, which can be found here: ohioes.com/loqin. Or the evaluation instrument currently adopted by the Ohio Department of Education.

2. No teacher shall be evaluated on his or her work performance except based on the observations of the evaluator, the walkthroughs that are set forth in this agreement, and other methods of obtaining data concerning the teacher's performance (e.g., high-quality student data, informal conversations, and evidence of practice and professionalism). Teacher evaluation is an ongoing process and is not limited to scheduled classroom observations.

3. All monitoring or observation of the work performance of a teacher shall be conducted openly.

4. Any other matters coming to the attention of the administration in the ordinary course of conducting the business of the school district may be included in the evaluation after the member has been notified, in a conference, of such matters. Anonymous information and materials may not be included in the evaluation.

G. Guidelines

1. Performance Rubric:

a. Each teacher will be observed formally a minimum of two (2) times each year by his/her evaluator. These observations may be announced and will cover at least thirty (30) minutes of instruction. If possible, the Evaluation Committee recommends evaluators stay for a full instructional period for middle school and high school teachers and a complete lesson for elementary school teachers. Upon the request of the teacher or evaluator, a pre-observation conference may be scheduled at a mutually agreeable time prior to when the observation takes place.

b. If the Board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to section 3319.11 of the Revised Code.

c. Each teacher will be observed through a minimum of two (2) walkthroughs each year by his/her evaluator. Every walkthrough completed by an evaluator will be used as part of the teacher evaluation.

d. The post conference discussion between the evaluator and teacher should focus on the identified area(s) of support. At this conference, the teacher may bring additional evidence from the observed lesson for the evaluator to consider before determining a holistic rating. Other key elements of the post-conference are determining area(s) of focus and discussing progress on the focus area(s). Post conferences generally may be held within ten (10) days after each observation.

2. High-Quality Student Data (HQSD)

a. Teacher evaluation will use at least two (2) measures of district-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated.

b. When applicable, high-quality student data shall include the value-added progress dimension and at least one (1) other measure of high-quality student data.

c. High-quality student data may be used as evidence in any component of the evaluation where applicable.

3. Final Holistic Rating

Evaluators will use ODE Guidance to determine a holistic rating of teacher performance to assess which performance level provides the best overall description of the teacher's practice and enter it into the Ohio ES Portal or the currently adopted ODE reporting system in accordance with ODE guidelines.

H. Walkthroughs

1. A walkthrough is a formative piece of the evaluation.

2. Walkthroughs are informal observations that are less than thirty (30) minutes.

3. Teachers should receive written feedback by e-mail or in writing within ten (10) days.

4. A minimum of two (2) walkthroughs shall be included in each evaluation cycle. Additional walkthroughs can be requested by the teacher in addition to employer initiated walkthroughs.

I. Teacher/Coach for Teachers on an Improvement Plan

The District may provide teachers under an improvement plan with a teacher/coach who is not the credentialed evaluator.

J. Due Process

1. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

2. Response to Final Evaluation - The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. In the event the member does not agree with the principal's evaluation, such disagreement shall be filed, in writing, within five (5) days of the principal/member conference.

3. Additional observations may be made by the Superintendent or Superintendent's designee at his/her discretion when requested by either the principal or member. If additional observation(s) occur, they will be scheduled within ten (10) days of the request.

4. Violations of and compliance with, evaluation procedures, as set forth below, are subject to the grievance procedure, Article III. The substance of an evaluation that directly results from an evaluator's following the OTES model may not be grieved.

K. Professional Growth and Improvement Plans

1. Professional Growth or Improvement Plans help teachers focus on areas of professional development that will enable them to improve their practice. Teachers are accountable for the implementation and completion of the plan and may use the plan as a starting point for the school year. (The Professional Growth Plan is intended to be one academic year in duration. Professional Growth or Improvement Plans may support the goals of the Individual Professional Development Plan or IPDP. The Professional Growth or Improvement Plan is not intended to replace the IPDP.) The Professional Growth or Improvement Plan and process includes feedback from the evaluator, as well as the teacher's reflection, and the support needed to further the teacher and students (based on available data), and specifically relate to the teacher's areas for growth as identified in the teacher evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time). The Professional Growth or Improvement Plan should be reflective of the data available.

2. Professional growth and improvement plans shall be developed as follows:

   a. Teachers with a final holistic rating of Accomplished will develop a self-directed professional growth plan each year.

   b. Teachers with a final holistic rating of Skilled, and those who are new to the District or the profession, will collaboratively develop a professional growth plan with the evaluator each year.

   c. Teachers with a final holistic rating of Developing will develop a professional growth plan each year that is guided by the evaluator.

   d. Teachers with a final holistic rating of Ineffective will be placed on an improvement plan each year that is developed by the evaluator.

3. Professional growth and improvement plans written for the school year shall be developed annually.

4. Professional growth and improvement plans shall describe the specific performance expectations, timelines for completion, resources and assistance available.

5. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to any teacher on an improvement plan.

6. A professional improvement plan is a clearly articulated assistance program for a teacher whose final summative rating is Ineffective or who is deficient in any individual component of the evaluation system.

ARTICLE 28 - ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments

Teachers under contract during a school year will be notified of their teaching assignment for the following school year no later than thirty (30) days prior to the beginning of that school year. Such notification shall include the teacher's school assignment and subject assignment. Any change in such assignment required by the needs of the school district will be made known to the teacher as soon as possible. Any bargaining unit member so affected shall have the opportunity to confer with the Superintendent/designee before the assignment change takes place.

B. Vacancies

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

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

   b. An employee's non-renewal for just cause.

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

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

   e. The creation of a new bargaining unit position.

2. All vacancies for bargaining unit positions the Board intends to fill will be posted as soon as possible on the official bulletin board in the Administration Office and on the District website. The Superintendent/designee will send the Association President copies of the official posting the same day of the posting. The content of each posting shall include:

   a. Position available (i.e. grade and/or subject levels, building, full workday or fraction thereof (if known);

   b. Requirements (i.e. certification/licensure) for the position;

   c. Posting period (beginning date and ending date);

   d. Effective starting date for vacant/available position.

3. During the summer months, all known vacancies will be posted in plain view in the main office of each building, including the District office, or transmitted to those employees who request summer vacancies be e-mailed to their home e-mail addresses. The Administration Office will e-mail the Association President with information about job announcements on the same day they are posted on the District website and office.

4. The Board shall post only those vacancies it intends to fill.

5. Vacancies shall be posted for five (5) school days during the regular school year and ten (10) school days during the summer months. Members interested in the posted positions shall apply, in writing, within the specified posting period. This may be extended by mutual agreement between the Administration and the Association.

6. Time frames established in paragraph (B)(5) of this provision shall not apply to vacancies occurring during the first ten (10) days of the school year. Unfilled transfer requests will be considered for vacancies occurring during this ten (10) day period. This may be extended by mutual agreement between the administration and the Association.

7. When vacancies occur ten (10) days after the beginning of the school year, the Superintendent may fill such a vacancy on a temporary or tentative basis until the end of the normal school year, at which time the position shall be considered open for transfer requests. Recommendations to fill vacancies shall be made at the discretion of the Superintendent.

8. Not later than May 15 of each year the Superintendent will prepare a list of all known vacancies in teaching positions for the following school year. Vacancies to be identified shall be those vacancies filled on a temporary basis pursuant to paragraph (B)(2) above and others as defined in paragraph (B)(1), (B)(4), and (B)(7) above.

9. The Principal or his/her designee and a committee not to exceed three (3) teachers of the building in which the vacancy exists shall interview those teachers who have filed requests to fill the vacancy. Licensed/certificated applicants will be given preference over applicants without licenses/certification. The final decision is that of the Principal.

C. Voluntary Transfers

1. Voluntary transfers are those transfers initiated by the bargaining unit member from one building to another, or one subject area to another.

2. Requests for transfer shall be made in writing by the teacher on or before the last day of the school year. (The request shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's qualifications.) Such request shall not affect the teacher's existing assignment in the event no vacancy exists in the area to which the transfer is requested.

3. The Principal or his/her designee in the building in which the vacancy exists shall interview those teachers who have filed requests for transfer. Licensed/certificated applicants will be given preference over applicants without licenses/certification. The final decision is that of the Principal.

D. Involuntary Transfers

1. Transfers will be on a voluntary basis, whenever possible. However, correct and proper operation of the school district may require involuntary transfers. Such transfers shall be made after the completion of the following procedures.

a. Member(s) of the instructional staff involved will be notified pursuant to the procedures outlined in this Negotiated Agreement of expected changes in teaching assignments. An involuntary transfer shall be made for reasons that are not arbitrary or capricious.

b. The Superintendent, administrator(s), and teacher(s) will meet to discuss the reasons for the change of teaching assignment. The teachers involved may request an Association representative to be present during these meetings.

c. Those teachers who are involuntarily transferred will be permitted to requisition (within the building budget) materials which are necessary to implement the instructional process of the new teaching position.

2. The teacher shall receive at least a two (2) school day notice before assuming the responsibilities of the involuntary transfer. If such notice occurs during the school year, these two (2) days shall be used as time for preparation without students.

3. Any teacher involved in an involuntary transfer may, at the end of the school year, and after written application, receive an interview for open positions.

E. Miscellaneous

Tutors are excluded from these provisions.

F. Summer School

1. When the District determines it is necessary to provide a summer school program, the following process will be used to assign teachers to such program(s).

a. Written postings of available summer school positions shall be provided to all bargaining unit members and posted pursuant to Section 28(F)(1)(f) on or before May 15 of each year for ten (10) days.

b. Bargaining unit members interested in filling a posted program position shall confirm their interest in writing to the Building Principal on or before the tenth (10^{th}) day of the posting period.

c. Available positions shall be filled based on seniority of those bargaining unit members applying within the School District.

d. The most senior applicants who are licensed/certified to teach the subjects being offered shall be awarded the position of their choice.

e. The process outlined in paragraphs (F)(1)(b), (F)(1)(c), and (F)(1)(d) shall be utilized until all positions are filled.

f. Summer school assignments shall be as posted on the District's website and sent by electronic mail to all members of the bargaining unit. The rate of pay for these assignments is one hundred dollars ($100) per day.

G. After School Detention

The after school detention and Saturday School process will be discussed annually with the Association.

ARTICLE 29 - SCHOOL CALENDAR

The school calendar will be designed by a committee consisting of EEA building reps, support staff, EEA President, Superintendent and Board. Decisions will be made by consensus for formulating the calendar. The agreed upon calendar will then be recommended to the Board for adoption.

ARTICLE 30 - SCHOOL DAY AND SCHOOL YEAR

A. The work day for bargaining unit members shall be seven (7) hours and fifteen (15) minutes of consecutive time. The work day shall be between 7:30 am and 4:00 pm, Monday through Friday. The work year shall be 183 days and, except for those individual bargaining unit members on extended duty, shall not begin earlier than August 15th of one calendar year and shall end no later than June 15th of the next calendar year. The 4:00 pm ending time of the school day and the June 15th ending day of the school year may be adjusted if there is a need to make up additional calamity days.

B. Teachers who work less than the work day shall be compensated and assigned planning time on a pro rata basis.

C. The school year will be 183 days total: including a minimum of 176 days scheduled for instruction and one parent-teacher conference day, opening of school inservice, closing of school inservice, and additional day(s) between opening and closing of school mutually agreed upon by the Board and the Association for professional inservice.

D. Up to five (5) calamity days may be granted each year when school is closed due to weather or other calamity that do not have to be made up. If more than five (5) calamity days are used, all days in excess of the first five (5) will be made up, without additional compensation, with either student instructional days and/or professional development days.

E. Tutors are excluded from this provision.

ARTICLE 31 - SUBSTITUTES

A. Association bargaining unit members shall not be responsible to secure a substitute for any absence. Bargaining unit members shall report to the building Principal as early as possible their absence due to illness or other leaves.

B. Substitute teachers shall be provided for those teachers in the areas of Physical Education, Art, and Music; if those specials are included in the curriculum.

C. It is the building Principal's responsibility to obtain substitutes for absent unit members, inasmuch as certified substitutes are available. Efforts will be made to obtain substitutes certificated in the area(s) in which they are substituting.

ARTICLE 32 - ELEMENTARY (K-6) SPECIALISTS

The Board shall make every effort to maintain the current program in Art, Music, and Physical Education for the duration of this Agreement.

ARTICLE 33 - STAFF MEETINGS

There shall be a maximum of sixty (60) minutes per month allotted for staff meetings in each building unless an emergency arises. There shall not be more than three (3) separate meetings scheduled within any month within each building.

ARTICLE 34 - CURRICULUM CHANGES

Those teachers affected by curriculum changes shall have input into those changes such as voluntary: meetings, surveys, committees, teams, small groups, one-on-one contacts.

ARTICLE 35 - CLASS SIZE

A. The ratio of students to classroom teachers shall be twenty-five (25) to one (1) classroom teacher in Kindergarten through sixth grade, as per Ohio Administrative Code.

If an individual class size exceeds twenty-five (25) students by September 15th, the parties shall meet in an effort to resolve the issue.

B. The class size for all bargaining unit members who are assigned to teach special education students shall be no larger than the pupil-teacher ratio defined for each handicap in the "Rules for Education of Handicapped Children."

C. No study hall in grades nine through twelve shall exceed a pupil/teacher ratio of 50:1 or fraction thereof depending on the availability of additional bargaining unit members to cover the duty.

ARTICLE 36 - CONTRACTS

A. Limited Contracts

1. Upon initial employment of a teacher, the contract shall be for a term of one (1) year. Subsequent contracts shall be as follows:

   a. Second contract - 1 year

   b. Third contract - 1 year

   c. Fourth contract – 3 years

   d. Fifth contract and thereafter – 5 years

2. Upon written request from the bargaining unit member, the Board may grant a shorter limited contract than specified herein. Written request must be made prior to March 30 of the year their contract is to be considered for renewal.

B. Continuing Contracts

1. Bargaining unit members may be eligible for a continuing contract based upon the following conditions:

   a. Certification/License

      The member must hold a professional, permanent, or life certificate or hold a five (5)-year professional (professional, senior professional, or lead professional) educator license.

   b. Coursework

      1) If the member held a Masters Degree at the time of initially receiving a teacher's certificate or license, the member must have completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of the initial certificate/license.

      2) If the member did not hold a Masters Degree at the time of initially receiving a teacher's certificate or license, the member must have completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the issuance of the initial certificate/license.

2. Service Requirement

   a. Members must have taught within the District for three (3) out of the last five (5) years.

b. If the member held a continuing contract in another District, he/she must have taught at least two (2) years in the District.

c. If the member was issued his/her initial teacher's license on or after January 1, 2011, the teacher must have held an educator's license for at least seven (7) years.

3. In order to be eligible to receive a continuing contract, a unit member must request to be evaluated on or prior to October 15th of the school year prior to the continuing contract taking effect. The professional certificate/license, the written request for continuing contract, and transcripts evidencing completion of the coursework requirement set forth above, must be filed with the Superintendent on or prior to September 15th of the school year prior to the continuing contract taking effect.

4. A continuing contract may be issued upon expiration of a limited contract or at the end of seven (7) years if all other preceding conditions have been met by the bargaining unit member. If a continuing contract is not issued, the Board of Education will revert to the subsequent contract schedule as set forth in section A1 of this Article. The member may not challenge the substance or validity of any reasons given for not granting the request for a continuing contract through the grievance procedure set forth in Article 4 or in any other forum.

ARTICLE 37 - FORMS

A. All forms used in conjunction with this Agreement shall be readily accessible to members of the bargaining unit on-line in a secure manner, if possible. Forms to be available on-line: leave forms, LPDC forms, request for continuing contract, and any other forms mutually agreed upon.

B. Any changes to forms used in conjunction with this Agreement shall be negotiated.

ARTICLE 38 - LABOR-MANAGEMENT COMMITTEE

A. The parties agree to establish a Labor-Management Committee or its equivalency with the assistance of the Federal Mediation and Conciliation Service (FMCS).

B. The committee shall meet quarterly or as needed and shall consist of four (4) representatives of the Association and four (4) representatives of the administration.

ARTICLE 39 - TECHNICAL SUPPORT

A. No member of the bargaining unit shall be required to implement any type of computer-based technology until such time as the bargaining unit member has received hands-on training and has access to the hardware/software for implementation. Hands-on training will take place during the bargaining unit member's regular work day.

B. There shall be established a technology committee comprised of the District technology coordinator(s), no more than two bargaining unit members from each building, and one or more administrators in the District. The meeting dates and times shall be established by the members of the committee. The functions of the committee shall be:

1. to discuss the technology vision of the District;

2. to discuss issues and concerns related to the implementation of technology initiatives;

3. to act as technology liaisons to the community and staff; and

4. to make recommendations to the Board of Education as necessary.

ARTICLE 40 - MILEAGE

A. A bargaining unit member required to use their vehicle on Board of Education business (including professional development) shall be reimbursed at the appropriate IRS rate according to the IRS regulations that require mileage to be calculated from the work place (school), not from one's residence.

B. The amount shall be payable in a separate check, which may include other budgetary payments, with the intent that it will be paid within fifteen (15) working days of submission of the mileage driven.

C. Mileage shall be turned in monthly and approved by the Superintendent.

ARTICLE 41 - PROFESSIONAL MEETINGS

A. The procedure for unit members to obtain permission to attend meetings that are classified professional in nature and for which the Board will pay the unit member his/her contractual daily rate of pay and expenses to include registration, lodging, meals, and travel is as follows:

1. Each unit member desiring to attend a professional meeting will submit a written request for authorization to attend the meeting to the LPDC. If the LPDC determines that the professional development relates to the member's individual professional development plan (IPDP) the request then shall be acted upon by that committee.

   If the LPDC determines that the request is not related to the IPDP, it shall be submitted to the unit member's building Principal for approval. Thereafter the LPDC or the principal shall submit the request to the Superintendent for approval. Any denials will be reduced to writing and shall state the reason(s) for denial and will not be arbitrary or capricious.

2. All requests for permission to attend a professional meeting shall include:

   a. The name of the meeting and its sponsor.

   b. The date of the meeting.

   c. The place of the meeting.

   d. The items for which reimbursement is requested and the approximate cost of each item.

3. Each unit member who is given permission to attend a professional meeting will be notified by the Superintendent in writing. The Superintendent may authorize attendance without Board payment of expenses. Such authorization for attendance could include meetings/events related to members' supplemental contracts such as State athletic tournaments.

B. The expenses of unit members attending professional meetings, when authorized, will be reimbursed pursuant to Article 42.

ARTICLE 42 - REIMBURSEMENT FOR SCHOOL BUSINESS ACTIVITIES

A. Reimbursement shall be made to bargaining unit members for necessary and reasonable expenses during approved school business activities.

B. Requests for reimbursement must be made in advance on a form to be provided by the Board. Actual reimbursement will be made following the approved business and upon receipt of expense documentation as required.

C. Reimbursement shall be made according to the following schedule:

1. Mileage in a privately-owned vehicle at the approved IRS rate rounded down to the nearest cent.

2. Actual cost of commercial carrier fare and lodging as supported by receipts.

3. Actual costs of miscellaneous expenses such as conference registration, highway tolls, and parking as supported by receipts.

4. IRS Tax Rules Apply: Meal reimbursements need to meet the following: The employee must be traveling away from the general tax home area substantially longer than an ordinary day's work and the employee needs to obtain substantial sleep or rest to meet the demands of the work while away from home. If the professional meeting is for one day, meals are taxable as wages to the employee because travel must be away from home overnight to be excludable.

5. Lodging costs not to exceed $125 per night as supported by receipts. Lodging will be granted by the Superintendent if the mileage radius exceeds sixty (60) miles from one's residence.

6. The total reimbursement shall not exceed the total amount incurred by each bargaining unit member.

D. All receipts for reimbursement must be turned in within thirty (30) calendar days of the ending of the professional meeting. Reimbursement will not be made for receipts that are not turned in within this 30-day period, unless there are extenuating circumstances (e.g., a lost receipt or delayed billing.) If there are extenuating circumstances, those need to be stated in writing to the Treasurer's office within the 30-day period.

ARTICLE 43 - RESIDENT TEACHER PROGRAM

A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring, and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a program administrated by the Elgin Local School District. This program shall not replace the negotiated employee evaluation program.

B. Definitions

1. Resident Educator Program

The two (2) year program is designed to provide newly licensed Ohio educators with quality mentoring and guidance. Successful completion of the residency program is required to advance to five (5) year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

4. Formative Assessment

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Mentors/Resident Educator

1. Selection of Mentors

a. Association President will provide recommendations for the selection and assignment of mentors to the Superintendent.

b. A minimum of two (2) mentors per building will then be selected by the Superintendent.

2. Qualifications/Roles

a. The Mentor Teacher must have a minimum of five (5) consecutive years of teaching experience in the district.

b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

c. The Mentor Teacher must hold a valid teaching certificate/license.

d. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

e. The Mentor Teacher will use the Resident Educator Program formative assessment tools (examples: collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

f. The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

3. Training

Mentor Teachers shall be provided the following:

a. An orientation to mentoring responsibilities; and,

b. State required mentor training.

4. Responsibilities

a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.

D. Restrictions

1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

2. Each Mentor shall be responsible for no more than two (2) Resident Educators per year.

3. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process until the Resident Educator program is completed.

E. Protections

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

2. No Resident Educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.

3. In the event that the district does not comply with the Resident Educator Program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the district.

4. No Mentor Teacher shall be requested or directed to divulge information from the written documentation or confidential Mentor/Mentee discussions.

5. At any time, either the Mentor Teacher or Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

6. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. Any violation of this tenet by the Mentor teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

7. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

8. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

F. Compensation

1. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building Principal. The maximum number of days the Resident Educator and Mentor Teacher may have is two (2) per year for each of the Resident Educators and the Mentor Teachers. A Mentor Teacher who has been assigned two (2) Resident Educators will have a maximum of three (3) days release time. The release days may be taken in one quarter (1/4) day increments and shall be coordinated by the building Principal/immediate supervisor. Teachers covering for mentors/mentees will be compensated at the class coverage rate.

2. In addition to the mutually agreed upon release time, each Mentor Teacher shall receive a stipend of one thousand dollars ($1,000.00) for each Resident Educator. A timesheet with the signatures of the Mentor Teacher and Principal shall be given to the Treasurer for acknowledgement of the service by June 5. The stipend will be paid in June of the school year.

3. The district will pay all training fees required for mentor teachers to receive the mandatory ODE State Mentoring training and all other travel and material expenses.

ARTICLE 44 - DRESS CODE

Dress should reflect a professionalism which enhances the learning climate of the building. It is important that your dress sets a tone and helps to establish yourself as a role model for our students. Thus, overly casual dress will be prohibited.

- No jeans of any color.
- No shorts.
- No sweatpants.
- No wind suits.
- Ties are recommended for male teachers; however, collared shirts are allowable – preferably with Elgin logos and/or colors.
- Tennis shoes are not recommended; however, if worn, tennis shoes are to be clean, not excessively worn, and should have a physician's reasons/excuse for wearing.
- "Standard" t-shirts are not to be worn by staff members.
- Skirt length and blouse regulations are to comply with the high school dress code.
- Rubber "flip-flops" are not permitted.

Some teaching positions may dictate the style of dress. For example, physical education teachers are permitted to wear clothing conducive to the teaching of physical activity. Exceptions can be made for "dress down days", fundraising activities, and special events as deemed by the Principal.

ARTICLE 45 - EMPLOYMENT OF RETIRED TEACHERS

A. For purposes of salary schedule placement, a retired teacher will be granted a maximum of ten (10) years' service credit at the Superintendent's discretion and their educational attainment. A retired teacher may not advance beyond Level 9 on the salary schedule.

B. A retired teacher will be awarded a one-year contract of employment that will automatically expire at the end of the applicable school year without notice of non-renewal or compliance with any other legal requirements. A performance evaluation shall be submitted to the Superintendent by May 1.

C. A retired teacher may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status, and will not advance on the salary schedule if re-employed from year to year.

D. For purposes of Reduction of Force, a retired teacher will be the first to be reduced in force under Article 25 and will remain at "0" years of seniority.

E. A retired teacher shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

F. A retired teacher shall not be eligible to participate in the district's hospitalization, dental, vision or other health insurance programs offered to employees, unless such retired teacher is ineligible for such insurances through STRS or his/her spouse.

G. Prior employment in the district is not a guarantee of post-retirement employment or a particular assignment, if hired.

H. A retired teacher shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

I. The procedures in this Section supersede and take the place of any and all provisions in the ORC which may conflict with this Section, including but not limited to the non-renewal and continuing contract provisions of 3319.11, the layoff provisions of 3319.17, and the severance provisions of 124.39.

ARTICLE 46 - MENTORING STUDENT TEACHERS

The payment option between a University and Elgin local Schools for mentoring student teachers is that the University will make direct payment to Elgin Local Schools. The Treasurer will notify the teacher once payment has been received. The mentoring teacher can requisition supplies for his/her classroom for the amount received by the district from the University. Cash payments will not be made to the mentoring teacher by the University or Elgin Local. The option for the mentoring teacher is to order supplies for classroom use.

ARTICLE 47 - HIGH SCHOOL CREDIT FLEX AND ALTERNATE COURSEWORK PLANS

A committee will be established consisting of one teacher from each area of concentration at Elgin High School, Principal, Association President, and Guidance Counselor to explore this issue and explore the potential program components and options. If the parties are able to develop and agree on all components of the program, a MOU will be written to memorialize the agreement.

Teachers will receive additional compensation of $50.00 per year, per student or $25.00 per semester, per student per course credit flexed or individual learning/alternate coursework plan. This will be paid by the end of June of each school year.

ARTICLE 48 – MILITARY LEAVE

A. All Bargaining Unit Members who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence without loss of pay for such time that they are in the military service in field training or active duty for periods not to exceed one month in any one calendar year. Bargaining Unit Members will receive their regular salary during this leave of absence.

B. Any Bargaining Unit Member whose service in the District has been interrupted by active duty service in the armed forces shall be re-employed in accordance with the provisions of Section 3319.14 of the Ohio Revised Code.

ARTICLE 49 - DURATION

Except as otherwise provided herein, this Agreement shall be effective July 1, 2026 through June 30, 2027.

10/18/23
EEA President — Date

11/27/2023
Board President — Date

10/18/23
EEA Vice-President — Date

11/27/23
Board Member — Date

Melinda Roth 10/18/23
EEA Treasurer — Date

Debbei Hood 11/27/23
Board Member — Date

10/18/23
EEA Building Representative — Date

12/1/23
Board Member — Date

10/16
EEA Building Representative — Date

11-27-2023
Board Member — Date

OEA Representative — Date

11-27-23
Superintendent — Date

11.27.25
Treasurer — Date

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