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MASTER AGREEMENT

between the

EAST PALESTINE BOARD OF EDUCATION

and the

EAST PALESTINE EDUCATION ASSOCIATION

July 1, 2026 to June 30, 2028

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ARTICLE I -- RECOGNITION

A. Recognition of the Association

The East Palestine City Board of Education, hereinafter "Employer" or "District" hereby recognizes the East Palestine Education Association OEA/NEA, hereinafter "Association" or "Union" as the sole and exclusive bargaining representative for the purposes defined in Chapter 4117 Ohio Revised Code, for all full-time, regular, part-time personnel under written contract, on leave, or hourly employed by the District performing any work currently being performed by bargaining unit members or any similar work including only classroom teachers (Pre-K-12, special and vocational), guidance counselors, librarians and media and program specialists, department heads and head teachers. The Union recognizes that the Superintendent, Assistant Superintendent, Principals, Administrative Assistants, Supervisors, Business Managers and non-certificated personnel shall be excluded from the bargaining unit. The employer recognizes that Union representation will include newly created certificated personnel positions, the duties of which are substantially the same as the duties of current bargaining unit positions. Disputes as to the inclusion or exclusion of said personnel can be submitted to the grievance procedure at Step III.

B. Recognition of the Board

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the East Palestine City School District and as the employer of all certificated personnel in the school.

C. Recognition of the Superintendent

The Association and Board recognize the Superintendent as the chief executive officer and professional advisor of the Board.

ARTICLE II -- PROCEDURAL AGREEMENT

A. Negotiations between the parties for a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

B. At the initial session, the parties shall execute their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

C. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. All negotiating meetings shall be held in private session unless otherwise agreed upon by both parties and shall not exceed two (2) hours in length, unless extended by mutual agreement.

D. Negotiations shall be conducted within the contracted workday. Release time shall be provided for the Union's negotiating team.

E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Negotiating teams shall consist of no more than five (5) persons.

F. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

G. Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. Any matters not covered by this agreement will remain under the auspices of the Ohio Revised Code.

H. Good Faith

The parties pledge to negotiate in "good faith" which requires their willingness to react to one another's proposals and to avoid the dogmatic pursuit of pre-conceived positions.

I. Exchange of Information

The negotiations representatives of the Board agree to furnish the negotiating committee of the Association, upon request and in reasonable time, both prior to and during negotiations, all available public information concerning financial resources of the district. The Association agrees to furnish all available information on its proposals to the Board's negotiating team.

J. Prior to impasse, neither party shall make any news releases. Neither party is restricted from issuing progress reports to its membership.

K. Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

L. Agreement

When an item is agreed to by both sides, the spokesperson for each side shall initial and date said item.

When an agreement is reached through negotiations, the outcome shall be reduced to writing and the document submitted to the Association and Board for formal approval.

M. Copies

There shall be three (3) signed copies of any final agreement; one copy shall be retained by the Board, one by the Association, and one to be filed with the State Employment Relations Board ("SERB").

N. Impasse

In the event that tentative agreement has not been reached on all items twenty-one (21) days prior to the expiration of the current contract, either party then may declare an impasse of negotiations. Upon declaration of such impasse, that party, or both parties in unison, shall request the services of the Federal Mediation and Conciliation Service ("FMCS") or an agreed upon mediator or mediation service if FMCS is not available. The assigned mediator shall seek to promote and/or develop an agreement between the parties, and shall have all necessary authority to call and schedule meetings between the parties for such purpose. Any and all costs and/or expenses charged by the Federal Mediation and Conciliation Service for its services, if any, shall be shared equally by the parties.

The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon dispute resolution procedure" under Ohio Revised Code Chapter 4117.

In the event that agreement is not reached within ten (10) days after the expiration of the existing Agreement, the East Palestine Education Association shall have the right to proceed in accordance with Section 4117.14 (D) (2) of the Ohio Revised Code.

ARTICLE III -- GRIEVANCE PROCEDURE

A. Definitions:

1. "Days" shall mean actual work days unless specified differently.

2. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.

3. "Grievant" shall mean a bargaining unit member(s) or the Association initiating a claim as defined above.

4. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.

B. Rights of the Grievant and the Association

1. On the occasion of the informal administrative conference, a grievant may appear on his own behalf and/or may be accompanied by any member of the bargaining

unit. In Steps I through III, the grievant may appear in person and/or with any Association representative of his/her choice.

2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that the grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3. No reprisals of any kind shall be taken against any bargaining unit member initiating or participating in the grievance procedure.

4. Where the grievant prefers to retain exclusive personal control of his/her grievance, the Association will be notified and have the right to be present at the adjustment of that grievance.

5. During the term of this Agreement, no teacher organization other than the Association shall be permitted to represent any certificated/licensed bargaining unit member in the grievance process.

C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of essential parties will automatically provide a ten (10) day extension.

2. All grievances shall be commenced within fifteen (15) days of when the event or condition occurs or when the grievant reasonably should have known the event had occurred. All grievances must be initiated at the informal level. If the grievance is not filed at the informal level within fifteen (15) days, the grievance shall be deemed waived.

3. If a decision on a grievance is not appealed within the time limit specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be waived. Failure by the responsible administrator at any step of these procedures to communicate his/her decision within the specified limits automatically shall permit the grievant to proceed to the next step.

4. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or emailed. The bargaining agent shall receive copies of all notices.

5. Hearings shall normally be conducted outside of school hours. When, by mutual agreement, hearings are conducted during regular school hours, release time shall be provided for the grievant and his/her representative.

D. Informal Procedure

1. A grievance shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem. The grievant must make the supervisor aware that he/she is claiming a violation of the contract and considers the discussion to be this informal step.

2. In the event the principal or immediate supervisor and grievant mutually agree that the principal and/or immediate supervisor does not have the authority to resolve the grievance, the grievant shall proceed to Step II.

3. If the grievance is not resolved by the Informal Procedure, the grievant shall proceed to the next level (Formal Procedure) within ten (10) days.

E. Formal Procedure

1. Step I:

   If the grievance is not resolved by the informal procedure, it may be pursued further by submitting a completed grievance report form (Appendix C) which must cite specific sections of the contract being grieved. A copy of this form shall be submitted to the immediate supervisor. Within ten (10) days of receipt of the grievance report form, the immediate supervisor shall meet with the grievant and/or his/her representative. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, Association, and the Superintendent.

2. Step II:

   If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete grievance report form, Step II (Appendix D), and submit the same to the Superintendent within fifteen (15) days of the receipt of its disposition in Step I.

   Within ten (10) days of receipt of the grievance form, the Superintendent shall meet with the grievant and/or his/her representative. Within ten (10) days of the meeting, the Superintendent shall write his/her disposition of the grievance and forward a copy to the grievant, the Association, and the immediate supervisor.

3. Step III:

   If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant (through the Association) if they wish to file, shall, within fifteen (15) days from the receipt of the Step II answer, request a hearing before an arbitrator by submitting the grievance report form, Step III (Appendix E), to the Superintendent.

Following receipt by the Superintendent of the grievant's request for arbitration, the Superintendent and Association President shall discuss the possibility of submitting the matter to a mediator prior to proceeding to arbitration. The mediator shall be chosen by agreement of the parties. If the parties do not agree to submit the matter to mediation, or if the parties cannot agree on a mediator, or if the mediation is not successful, the Association may petition the American Arbitration Association.

Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. Either party may request a second list of arbitrators. The arbitrator shall be selected using the alternate strike method.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.

The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract. All expenses for the arbitrator shall be shared equally by the Board and the Association.

4. A grievance may be withdrawn at any level without prejudice or record.

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

ARTICLE IV -- RIGHTS

A. Management Rights

The Board of Education retains all rights set forth in the Ohio Revised Code, including but not limited to the rights set forth in Ohio Revised Code Section 4117.08 (C), including but not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

B. Association Rights

The Association shall have the exclusive organizational rights listed in this Article.

1. a. Information concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of:

(1) the Board agenda;

(2) two copies of the minutes after approval of the prior regular meeting and of any special meeting within the prior thirty (30) days posted at each building site within three days of said meeting;

(3) any draft, proposed or final budget or appropriation resolution after it has been approved by the Board and;

(4) complete final fiscal year Treasurer's report following approval.

b. Notice of Board Meeting

The Board shall allow an Association representative a reasonable period of time, not to exceed ten (10) minutes, to speak during the time reserved for public discussion at regular Board meetings. The Association shall not be permitted to speak on the issue of collective bargaining or on collective bargaining matters.

c. The Association president will be given a complete copy of the most recent "Board policy" manual at no cost to the Association. Any revisions or

changes to Board policy" shall be delivered to the Association president by email within ten (10) days of Board adoption of such revisions or changes.

2. Directory Information

By October 1st of each school year, the Board shall email to each bargaining unit member a list of the names, addresses, telephone numbers and building assignments for all bargaining unit members.

3. School Mail

The Association has the right to use the school mail boxes and internal delivery system.

4. Use of Bulletin Boards

The Association may use bulletin boards in the teachers' workrooms for Association-related communications and notices.

5. Use of School Buildings

a. The Association shall have the right to use the school buildings for Association meetings after the teacher workday.

b. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting so that provisions may be made. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.

c. Room assignments and any changes must be made prior to July 20 each year. Those members who are assigned a different room after July 20 shall be paid one (1) additional day at their per diem rate to organize and prepare.

6. Use of School Equipment

a. Association may use school telephones, copiers, audio-visual equipment, computers, and fax machine provided they are not being used or are not required for any school business or activity. The Association shall pay for all long distance phone calls plus the cost of paper and supplies.

7. Release Time for Association

a. The Association officers and the building representatives may use his or her daily planning period for Association business.

b. The Association shall have forty-five (45) minutes at the first scheduled in-service day.

8. Fair Share

This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 138 S.Ct. 2448, 2455 (U.S., 2018), and will not be implemented, but is preserved should the law change in future years.

The Board agrees to automatic payroll deduction, as a condition of employment, of an amount not to exceed the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members. The amount of the fee shall be determined by the Association. The Board of Education shall be held harmless for payroll deductions that occur as a result as a condition of employment.

The Association shall notify the Board by September 16 as to when payroll deduction of such fair share fees shall begin. Dues rates and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law. Non-Association members' deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.

9. Forms

The EPEA president will receive copies of all forms used to implement negotiated policies.

ARTICLE V -- COMPENSATION

A. Salaries

The certified salary schedule is attached as Appendix B.

B. Payroll Distribution

Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) bi-weekly pays. The first pay of each school year shall be the second Friday in September. All employees shall participate in direct deposit and provide necessary information to the District treasurer to enable participation. The board shall establish pay dates on the last Friday of each pay period.

When the Treasurer is aware that direct deposit will not be possible, paychecks will be issued on Thursday and distributed as soon as possible.

The Treasurer must notify members at least thirty (30) days in advance of a three (3) week gap in pay.

C. Severance Pay

In accordance with Section 3319.141 of the Ohio Revised Code, all personnel who present evidence of retirement from the State Teachers Retirement System shall, at the time of retirement from the East Palestine City School District, be granted severance pay for their accrued but unused sick leave days according to the following provisions:

1. To be eligible for severance pay, the Board of Education must accept the bargaining unit member's resignation for the purpose of retirement.

2. Severance pay shall be for the bargaining unit member's accrued but unused sick leave days at the time of retirement based on one-quarter (1/4) of a maximum of two hundred ninety-four (294) of his accrued but unused sick leave days. The maximum payment shall be one-quarter (1/4) of one hundred sixty-two (162) days plus ten percent (10%) of all sick leave days, earned and unused, above and beyond the first one hundred sixty-two (162) days up to the maximum accumulation of two hundred ninety-four (294) days.

3. Payment shall be based upon the retiree's per diem base rate of pay at the time of retirement.

4. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time.

5. Such payment is made only once to any bargaining unit member.

6. Payment shall be made only upon retirement from the District.

7. Severance pay will be paid in full following proof to the school district of retirement of the bargaining unit member. Such proof shall be made by presenting to the treasurer's office a copy of the first check received from the appropriate retirement system.

8. The retiree shall receive one payment upon proof of retirement and the second payment will be received during the following January or five (5) months from the date of retirement, whichever is later.

D. Supplemental Salary Provisions

1. All supplemental positions will be posted when vacated. Interested qualified bargaining unit members will be granted an interview for said position by the Superintendent or designee. The person deemed most qualified shall be recommended for the position.

2. No bargaining unit member will be required to accept any supplemental contract. However, any person newly hired as instructional music teacher must also accept employment as the EPHS Band Director and the EPHS Summer Band Director. Any person newly hired as the vocal music/general music (middle school) teacher must also accept employment as the EPHS Assistant Band Director and the EPHS Assistant Summer Band Director.

3. Except as set forth in paragraph 2, failure to apply for any supplemental contract shall not be sufficient reason for refusal of employment in the system nor shall it be reason for non-renewal of any teaching contract.

4. Should a new school activity that requires an amount of time equivalent to at least a supplemental of Category X (10) be developed and be supervised by a bargaining unit member between contracts, the bargaining unit member affected may submit a written request for development of the supplemental to the Labor Management Committee.

E. Salary Adjustments

When a bargaining unit member completes additional training which would qualify the bargaining unit member for a higher salary qualification, the Board will authorize salary adjustments. An official letter of credit from the college or university registrar and/or an official transcript presented to the treasurer's office will enable the treasurer to make the necessary adjustment. The salary adjustment shall be made one time only annually on August 15. Five (5) years/one hundred fifty (150) hours is defined as semester hours. Masters plus 15 semester hours is defined as semester hours acquired after the bargaining unit member receives his/her Masters Degree. Bargaining unit members hired after July 1, 1996 shall retain any certification that they had when they were hired by the Board of Education.

F. Payroll Deductions

1. Upon the request of the bargaining unit member, the Board shall provide for payroll deductions, including bonds and a credit union. Employee deductions for 403(B) plans or others like investment/savings plans may be limited to those provided through the Board's contracted vendor/provider, or "The Public Employee Deferred Compensation Program" effective January 1, 2009 as specified by current law.

2. Professional dues deduction shall begin with the last pay in September each school year and the final deduction must be made by the last pay in August of the same school year.

3. These professional dues deductions will continue in equal installments through the last pay in August. The dues deduction and insurance premium payment shall be taken out of each paycheck in equal installments.

G. Course Reimbursement

1. After receiving the prior approval of the Superintendent to register for a particular course or courses, and after the satisfactory completion ("B" or better or "Pass" of a Pass-Fail course) of each course, each bargaining unit member shall be paid two hundred fifty dollars ($250.00) per semester hour and two hundred dollars ($200.00) per quarter hour taken on the graduate level. Courses must be taken through an institution accredited by the Commission of Higher Education or another recognized regional accreditation.

   This shall include course work taken during the summer term. The work taken shall be in the teaching field of certification of the bargaining unit member or in other work approved by the Superintendent of Schools.

2. The maximum number of hours credit a bargaining unit member may use under this policy shall be twelve (12) semester or eighteen (18) quarter hours from September 1 to September 1.

3. Payment under this plan shall be made in one lump sum, with normal deductions, upon receipt of transcripts or grade cards or official letter of credit from the college or university presented to the treasurer. Courses taken shall be paid within thirty (30) days following receipt by the treasurer of verification of successful completion, provided the bargaining unit member returns to employment with the school district.

4. There shall be no course reimbursement for members while on any leave of absence.

5. The maximum aggregate amount of reimbursement for bargaining unit membership will be six thousand dollars ($6,000.00) per semester for three (3) semesters, applications submitted after July 1, November 1, and April 1. Staff members must work for the East Palestine School District one full year after receiving the course reimbursement. If the bargaining unit member fails to work in the district for the required period, the amount of reimbursement received during the prior year shall be deducted from the bargaining unit member's final pay.

6. Applications for course reimbursements must be submitted no sooner than:

   a. July 1 for fall quarter and first semester.

   b. November 1 for winter quarter, spring quarter, and second semester.

   c. April 1 for summer courses.

7. If a bargaining unit member applies and qualifies for reimbursement but there is not enough money for full reimbursement, they shall receive the balance in the fund for the period in which they apply.

H. Class Coverage Pay

Bargaining unit members who agree to cover the class for another bargaining unit member at the request of the administration during their planning/conference/evaluation period will be compensated at the rate of thirty dollars ($30.00) per class period. Building principals shall notify members daily by email of class coverage needs.

Bargaining unit members regularly employed by the District who perform home instructor duty as assigned shall receive thirty dollars ($30.00) per hour, and be reimbursed mileage at the IRS rate.

I. Mentor Program

Mentors will be compensated at seven percent (7%) of the BA-0 to mentor one resident educator and an additional three and one-half percent (3.5%) of the BA-0 if the teacher mentors two resident educators at the same time. The Board shall provide and pay for substitutes for each mentor up to three (3) times per year to observe their resident educators. The Administration and mentors will jointly develop a schedule for the substitutes. The Board and Association shall negotiate the implementation of the program. All new hires not required to participate in the resident educator program shall also be provided a mentor for their first contracted year in the school district. Those mentors shall be assigned by the administration and compensated at 1.5% of BA-0.

The changes required by law and the Ohio Department of Education and Workforce regarding resident educators will be included in this section. If the Resident Educator Summative Assessment is reinstituted by the ODEW, this section shall revert to the

language found in the 2024-2026 Master Agreement. Any changes to the program shall be subject to collective bargaining.

J. Local Professional Development Committee

Bargaining unit members will receive a yearly stipend of seven percent (7%) of the base. For more detailed information about the LPDC process, visit the District website.

K. Building Leadership Team

Building Leadership Teams, teacher-based teams, and PBIS teams will meet during Professional development Days.

L. Incentive Pay

As an incentive to bargaining unit members to miss little or no school days each year, the Board of Education will pay the following amount for days not used (relating to the total eighteen (18) days of sick and personal leave and any unpaid leaves of absence).

Each bargaining unit member who has been absent (personal, sick, or unpaid days) for one (1) school day or less for one grading period shall receive one hundred dollars ($100.00). If the bargaining unit member has perfect attendance (did not use personal, sick, or unpaid days) for the year, s/he shall receive an additional one hundred dollars ($100.00). All incentive pay will be made in the next regular payroll. Bargaining unit members who qualify for this incentive must notify the Treasurer.

ARTICLE VI -- BENEFITS

A. Hospitalization and Major Medical

1. The Board shall provide preferred provider organization hospital-surgical insurance coverage (UCR as determined by T.P.A.) for each certificated bargaining unit member now or hereinafter employed and his/her family which meets or exceeds those specifications currently in place with the agreed to changes. The cost of the insurance premiums shall be paid in accordance with Paragraph 2. The Board shall use P.P.O.'s, and other means to keep costs down on premiums.

2. See Appendix H for Benefits and PPO information.

    a. The employee shall pay ten percent (10%) of the cost of a single premium and ten percent (10%) of the cost of a family premium. New employees hired after the ratification of this agreement shall pay twelve percent (12%) of the cost of a single premium and twelve percent (12%) of the cost of a family premium. The Board shall pay the remaining cost of the premiums for employees. Insurance benefits available to full-time bargaining unit members only, in accordance with law.

3. The plan shall contain the following provisions:

   a. The bargaining unit member shall have the option of selecting either the single or family coverage if he/she is eligible.

4. All bargaining unit members shall receive copies of complete plan descriptions of each of the insurance coverages provided. Copies of the master contracts with the insurance company are available for inspection. These documents provide all information regarding the plan benefits. The Association president will be provided a copy of master contracts at no charge.

5. Spousal Coordination of Benefits:

   Where a spouse is able to obtain health insurance coverage through an employer or through retirement and chooses to treat the District's plan as his/her primary plan, the employee will pay one hundred twenty-five dollars ($125.00) per month for the spouse in addition to the required premium contribution. If the spouse chooses to retain their coverage as primary, and the District to be secondary, there will be no additional one hundred twenty-five dollar ($125.00) charge.

6. Insurance Committee:

   An insurance committee shall be created, comprised of up to three (3) individuals appointed by the Administration and three (3) individuals appointed by the EPEA. The committee shall meet in either April or May. Additional meetings may be held with the mutual agreement of the committee. The purpose of the committee will be to share insurance information and discuss the status of the plan, consider cost savings measures, and make recommendations to the parties. The committee shall have no authority to change the plan.

B. Life Insurance

The East Palestine City Board of Education shall provide a fifty thousand dollar ($50,000.00) term life insurance policy for all employees as described in the life certificate.

C. Dental Insurance

The Board shall provide dental insurance coverage which meets or exceeds those specifications currently in place for each member of the bargaining unit.

D. Vision Insurance

The Board shall provide a vision care plan for each bargaining unit member and his/her eligible dependents, according to those specifications currently in place.

E. Prescription Drug Benefit Plan

A prescription drug card benefit plan will remain a component of the health insurance benefits.

F. The Administration will establish an insurance committee which will meet to discuss concerns or issues associated with the health insurance, dental, prescription and vision plans. The committee will be comprised of Administrative and bargaining unit members. The committee will meet as often as necessary after school.

G. Sick Leave

1. Sick leave may be used for illness, injury, pregnancy, exposure to contagious disease, and for illness or death in the bargaining unit member's immediate family. In the case of death, Article V, Section H shall be used before the use of sick leave. Immediate family is interpreted to include father, mother, brother, sister, husband, wife, domestic partner, children, grandchildren, grandparents, parent-in-law, brother-in-law, sister-in-law, grandparents-in-law, nieces, nephews, or legal guardians/wards. Any elderly relative, foster child, or dependent person living in the bargaining unit member's household shall be considered a member of the immediate family. Sick leave may also be used for death of a bargaining unit member's aunt or uncle.

   A bargaining unit member who transfers from one public agency in Ohio to another public agency shall be permitted to transfer his/her accumulated sick leave.

2. Sick leave may be taken in full, or one-half day increments unless the teacher becomes ill after starting the school day. If a teacher becomes ill, or a member of the teacher's immediate family as set forth in G.1 becomes ill and the teacher leaves work, one-half (1/2) day of sick leave will be deducted from their sick leave accumulation.

3. Up to two (2) days of sick leave may be used per year for the death of a person outside of the immediate family, that stands in the place of a family member.

4. Unused accumulated sick leave shall be reported to the bargaining unit members by the treasurer with the first check of each school year.

5. Sick leave credit shall accumulate at the rate of one and one-quarter (1-1/4) days per month. The maximum number of sick leave days which can be accumulated by a bargaining unit member shall be two hundred ninety-four (294) days.

6. Each new bargaining unit member, and those bargaining unit members using all of their sick leave, shall be granted five (5) days of sick leave in advance of the actual earning of such leave, in accordance with Ohio Revised Code 3319.141. This shall occur only one time per school year.

7. Each bargaining unit member shall furnish a written, signed statement on a form to be provided by the Board to justify the use of sick leave. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates s/he was consulted. If the bargaining unit member is absent for five (5) consecutive work days, a physician's statement regarding the absence may be requested.

8. The bargaining unit member shall have the right to apply for wage reimbursement under workers' compensation or may use accrued sick leave, but may not use both.

H. Bereavement Leave

In cases involving death of a spouse, children, father, mother, brother, sister, guardians, stepparents, stepchildren, mother-in-law, father-in-law, grandchildren, and grandparents, two (2) additional days of leave will be allotted. These days shall not count against sick or personal leave. The administration may ask for documentation to support the request. A reasonable attempt must be made to notify the administration in advance of a member taking bereavement leave.

I. Medical Leave

Medical leave shall be granted, upon request, to any bargaining unit member subsequent to the use of sick leave, for serious illness of the bargaining unit member or for serious illness of the family of the bargaining unit member. Such leave shall be without pay and shall not exceed one (1) full year. The Board shall be required to maintain hospitalization and major medical insurance in force for a bargaining unit member on medical leave for up to ninety (90) days.

J. Assault Leave

1. Up to one-hundred twenty (120) days of assault leave shall be granted to a bargaining unit member who is absent due to physical disability which occurs as a result of an assault occurring on Board premises, or while in attendance at an official school function in the course of employment or a school-related incident. The bargaining unit member shall receive full pay and fringe benefits while on leave. Leave granted under this policy shall not be charged against sick leave or personal leave. The Board's wage obligation to a bargaining unit member on Assault Leave shall be diminished by the amount of Temporary-Total Workers' Compensation allowances received by the bargaining unit member on account of the assault.

2. To be eligible, the teacher must sign a written statement providing a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absences from employment.

K. Pregnancy Leave

1. Right to Leave:

   A bargaining unit member who becomes pregnant shall have the right to an unpaid leave of absence to begin at any point during the pregnancy.

2. Application for Pregnancy Leave:

   Applications for pregnancy leave should, when possible, be filed at least thirty (30) days prior to the beginning date of the leave. Such application may be amended as to the anticipated beginning and termination dates, at any time, whether before or after the commencement of the leave, based upon changes in the bargaining unit member's condition, by the filing of an amended application. Such application for amendment of leave shall be approved by the Superintendent.

3. Time of Leave:

   Pregnancy leave may begin at any point of the pregnancy and continue through the disability connected with delivery. Pregnancy leave may be followed by parental leave.

   Bargaining unit members on pregnancy leave shall (1) be recognized as full-time bargaining unit members and treated as such for all fringe benefit purposes for up to one (1) year; (2) bargaining unit members shall have the option of converting to sick leave.

4. Reinstatement Rights:

   A bargaining unit member shall return immediately following the expiration of the leave and shall be reinstated to the same salary range and same or similar position held prior to the leave unless leave extends beyond one (1) calendar year. For leaves extending beyond one year, reinstatement shall be to the same or similar position.

L. Parental Leave

1. A bargaining unit member who becomes the parent of a newborn or an adopted child or the parent of a minor child who develops a severe health problem, shall have the right to an unpaid leave of absence for a period not to exceed two (2) years from the date of the birth, or the termination of pregnancy leave, adoption or the date of the beginning of the severe health problem.

2. Application for Parental Leave:

   Application for parental leave shall be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be omitted, but the bargaining unit member must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

3. Time of Leave:

Parental leave shall be for a period of up to one (1) year as defined on the leave application and may be extended for up to an additional one (1) year on the approval of the Superintendent.

4. Rights While on Leave:

Bargaining unit members on parental leave shall (a) be recognized as full-time bargaining unit members and treated as such for all fringe benefit purposes for up to six (6) months unless such period is an extension of a pregnancy leave of one (1) year; (b) bargaining unit members shall have the option of converting to sick leave.

5. Reinstatement Rights:

A bargaining unit member shall return immediately following the expiration of the leave and shall be reinstated to the same salary range and same or similar position held prior to the leave unless the leave extends beyond one (1) calendar year. For leave extending beyond one (1) year, reinstatement shall be to the same or similar position.

M. Association Leave

With proper notification to the Superintendent, two (2) members of the East Palestine Education Association officially designated by the membership to represent the East Palestine Education Association will be granted release time at no reduction in salary to attend the OEA representative assembly and/or other official meetings of the National and Ohio Education Association. The association will be provided a maximum of six (6) days of Association Leave during the school year. The East Palestine Board of Education is not responsible for any expenses related to Association Leave. The East Palestine Education Association will pay for the salary of the substitute teachers.

N. Professional Leave

1. A written request must be made for the Superintendent's approval at least three (3) weeks in advance of the leave. Professional leave shall not be used for non-academic purposes, i.e. coaching clinics, tournaments, athletic contests, etc., unless a team from East Palestine qualifies and the teacher coaches the said team. Professional leave for the purposes of "job shadowing" may only be used one (1) day per course to fulfill requirements of college/university coursework and may only be used for that purpose within the District.

2. An expense form will be available in the Superintendent's office, which is to be submitted including estimating the following reimbursable items.

Round trip auto mileage at IRS rate;

Meals and lodging receipts;

Meeting registration fee receipt;

Other expenses.

3. The Board may reimburse the bargaining unit member for the following:

   Registration fee;

   Lodging, seventy dollars ($70.00) maximum per day;

   Meals, thirty dollars ($30.00) maximum per day;

   Mileage at the IRS rate.

   Maximum one hundred dollars ($100.00) per request for travel.

   If air fare is involved, economy, supersaver, or similar fares will provide the guideline.

4. Upon return, all reimbursements will be paid within fourteen (14) days of receipt of submission. The district will not reimburse tax expenditures.

5. The maximum amount paid by the Board of Education for this benefit will be fifteen thousand dollars ($15,000.00). This includes the total cost of substitute teachers.

   The maximum amount will be divided by the number of bargaining unit members. Each building will be allotted this quotient times the number of bargaining unit members assigned to the building.

O. Unpaid Leave of Absence

Bargaining unit members may be granted a leave of absence (with the approval of the Board of Education) without pay for educational or for other approved purposes. Such leave shall be for a maximum of one (1) school year.

P. Personal Leave

Subject to the limitations set forth below, bargaining unit members shall be granted three (3) days annually without loss of pay to conduct personal business, providing written application is received three (3) days prior to the day of the leave. However, in cases of an emergency, members shall notify their building principal in lieu of the required application.

In case of an emergency, the personal leave application must be completed and returned upon the member's return to work.

Under no condition will there be more than three bargaining unit members per building absent from work for personal leave on the same day. Three (3) personal leave days may be used consecutively.

Personal days not used by an employee by the end of the school year shall be added to the teacher's sick leave accumulation up to the maximum limit set forth in Article VI(G).

A teacher who has exhausted his/her sick leave shall be permitted to request donation of personal leave for a catastrophic illness or injury of the teacher or his/her immediate family. Personal leave transferred to the teacher shall be converted to sick leave for use by the teacher. The written request shall be submitted to the Association and the approval or denial of the request shall be made by the Association. The Treasurer must receive written notification from the Association identifying the recipient and number of days to be awarded to a teacher utilizing donated personal leave.

Q. STRS Salary Reduction Pick-Up (Shelter Only)

1. The Treasurer of the Board shall contribute to the State Teacher's Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each bargaining unit member's contribution in lieu of payment to such bargaining unit member. The amount contributed by the Board on behalf of the bargaining unit member shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified bargaining unit member.

2. The total annual salary for each bargaining unit member shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A bargaining unit member's deferred salary shall be equal to that percentage of said bargaining unit member's total annual salary which is required by STRS to be paid as a bargaining unit member contribution by said bargaining unit member as a "pick-up". A bargaining unit member's cash salary shall be equal to said bargaining unit member's total annual salary less the amount of the "pick-up" for said bargaining unit member and shall be payable, subject to applicable payroll deductions, to said bargaining unit member.

3. The Board's total combined expenditures for bargaining unit member's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes and a bargaining unit member's gross income said bargaining unit member's total annual salary less the amount of the "pick-up".

R. Tuition Waiver

Bargaining unit members, who live outside the legal boundaries of the school district, may request in writing to the Board of Education, permission for the tuition-free student enrollment of the dependent(s) of such member(s) of the bargaining unit. Dependent(s) of staff members who qualify for open enrollment will be accepted as open enrollment students.

S. Sports Passes

Bargaining unit members and family (spouse and children) will be allowed to enter all sporting events under the control of and on the premises of the East Palestine City Schools free of charge. The bargaining unit member must be in attendance, enter through the main ticket gate for the event, and sign in.

ARTICLE VII -- JOB SECURITY

A. Sequence of Limited Contracts

1. Teachers' Limited Contracts:

All bargaining unit members of the East Palestine City School District who do not qualify for a continuing contract shall receive limited contracts in the following order:

First Year – limited contract for one (1) year

Second Year – limited contract for one (1) year

Third Year – limited contract for two (2) years

A bargaining unit member, having met all the requirements of Ohio Revised Code 3319.11 for continuing service status or who will meet all of the requirements before June 30, shall notify the Superintendent in writing by March 1. Failure to notify will deem the teacher not eligible until the following school year. The Superintendent will provide a general notice to bargaining unit members by February 1.

2. Up to four (4) certified staff may be hired to fill staffing needs on a less than full-time basis. Positions that are able to be combined into full-time employment may not be divided into more than one (1) position. Employees whose duties total three (3) hours or less per day (fifteen (15) hours less per week) may be compensated at an hourly rate without limited or continuing contract status. Such employment will be without seniority or other contractual rights set forth in this Agreement. Those employed at more than three (3) hours per day (fifteen (15) hours per week) shall

be compensated proportionally, on the salary index, as determined by the fraction of the full contract day that is worked. Part-time teachers cannot fill administrative positions or duties with the exception of those individuals employed before June 30, 2024. Except for health insurance, life insurance, dental, vision, and prescription benefits, employees working more than three (3) hours per day shall be entitled to all other rights set forth in this Agreement. This language is intended to supersede O.R.C. §3319.08, §3319.11, and §3319.111, and any other laws related to the employment of teachers. No full-time members will be involuntarily transferred to a position covered by this section.

B. Just Cause

No member of the bargaining unit shall be disciplined, reprimanded, reduced in rank or compensation, suspended, or terminated without just cause.

C. Dismissal Policy

1. Non-renewal:

a. When a problem area is located, administrative and supervisory personnel will confer with the bargaining unit member. The administrative and supervisory personnel will work with the bargaining unit member to set up goals and objectives for improvement in those problem areas. The bargaining unit member shall be notified that the problem is serious enough that there must be some improvement in these problem areas or it may affect their position as a bargaining unit member at the East Palestine School District.

b. Bargaining unit members who will not be recommended for a new contract will be notified in writing with written reasons to this fact no later than June 1.

c. Bargaining unit members have the right to meet with the Superintendent to review this matter. This meeting shall take place within five (5) days of the request by the bargaining unit member.

d. Bargaining unit members, after the completion of Step C, may request a meeting with the Board of Education. This meeting shall be held in executive session and within fifteen (15) days of the request by the bargaining unit member. If a Board meeting is not taking place within fifteen (15) days, the meeting shall occur at the next Board meeting that is closest to the fifteen (15) day time limit.

All language agreed to in Section C – Article VII of this negotiated agreement will prevail over State statutes, except those listed in Ohio Revised Code 4117.08 (A) and 4117.08 (B).

2. Discipline Other Than Termination:

Discipline will normally be administered in a progressive manner. However, if circumstances warrant, the Administration is permitted to skip discipline steps.

a. Verbal Warning: A verbal warning may be memorialized in writing and placed in the employee's personnel file. The document shall indicate that it represents a verbal warning.

b. Written Reprimand: Within three (3) work days of issuing the reprimand, the administrator shall meet with the employee to discuss the reprimand.

c. Suspension:

i. The Superintendent may suspend an employee without pay for up to ten (10) work days.

ii. In the case of suspension without pay, the Superintendent will provide a Loudermill letter detailing the reasons for the discipline to the employee prior to suspension. After the Loudermill meeting, if the Superintendent determines suspension of ten (10) days or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

iii. If requested in writing within three (3) work days of receipt of the notification, the employee will be granted a meeting before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) school days following the meeting, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension.

iv. Fringe benefits shall remain in effect during the time of any suspension.

d. If any grievance is filed because of a suspension without pay, it shall be initiated at Step III of the grievance procedure within fifteen (15) work days of the date of the notice from the Board. Failure to initiate at Step III within fifteen (15) school days shall result in a waiver of the right of the employee to appeal the suspension.

3. Termination of Existing Contracts:

If the Superintendent believes that it is in the best interest that a bargaining unit member's contract be terminated, he/she shall proceed by requesting action by the Board of Education in accordance with the Ohio Revised Code 3319.16.

D. Vacancies and Transfers

1. The Superintendent shall prepare a file of all vacancies as soon as they become known. A vacancy shall be defined as a teaching employee leaving a position that the Superintendent intends to fill, as a result of a transfer, termination, nonrenewal, retirement, resignation, death, or the creation of a new bargaining unit position. A position to which an employee will be involuntarily transferred shall not be considered a vacancy. However, the membership will be notified via email of a position being considered as an involuntary transfer as soon as the Superintendent is aware of the need. A position from which an employee will be involuntarily transferred shall not be considered a vacancy unless the Superintendent intends to fill it. A copy of this list shall be sent to each bargaining unit member's email and shall be posted for five (5) working days, and application must be made during the posting period. The Superintendent may also post the notice on the District's website or establish other methods to notify persons outside the bargaining unit of the vacancy concurrent with the internal posting.

   The list shall include the following information:

   a. Position(s) available

   b. Requirement(s) for job

   c. Deadline for application

   d. Effective starting date

   e. Any additional pertinent information

   During the summer recess, notices shall be posted in the Superintendent's office and emailed to all staff.

   The five (5) day response period shall be waived if a vacancy occurs between August 1 and the first day of school. During this time period, bargaining unit members shall have three (3) days to respond. All postings shall be sent to each bargaining unit member's email and shall be posted on the District's website. Timeframes will stay the same.

2. Voluntary Transfers:

   a. The Superintendent shall assign teachers to positions based on the best interests of the students enrolled in the District. With respect to a voluntary transfer request, seniority will be considered but only as a secondary factor.

   b. Voluntary transfer shall be defined as an employee-initiated change in assignment from one bargaining unit position to another.

c. Bargaining unit members seeking a change in assignment shall file a written request with the building principal and Superintendent for each change, specifying the building, grade level, and/or subject level desired.

d. Pre-K/Elementary and secondary bargaining unit members requesting a change in assignment may arrange to meet with the principal of the building to which they seek a transfer.

If more than one (1) bargaining unit member has applied for a vacant position, the bargaining unit member, as determined by the administration, to be in the best interest of students shall be granted the position. The best interests of students shall be defined by, including but not limited to, teacher licensure, specialized training, instructional experience, expertise, programmatic and student needs, and past student performance.

e. Bargaining unit members who request and are denied a voluntary transfer shall be given the reasons for the denial, in writing, by the Superintendent.

f. All bargaining unit members seeking a vacancy shall be informed in writing that the position has been filled and by whom.

3. Involuntary Transfers:

a. In accordance with Ohio Revised Code 3319.173, the Superintendent shall assign teachers to positions based on the best interests of the students enrolled in the District. When involuntarily assigning, reassigning, or transferring a teacher, the Superintendent shall not use seniority or continuing contract status as the primary factor in determining the teacher's assignment. Seniority may be considered, but as a secondary factor in assignment decisions. The best interests of students shall be determined by assessing, including but not limited to, teacher licensure, specialized training, instructional experience and expertise, and programmatic and student needs, and student performance.

b. Involuntary assignment, re-assignment, or transfer shall be defined as an employer-initiated change in assignment of an employee from one bargaining unit position to another.

c. In the event that an involuntary transfer or change of assignment becomes necessary, the bargaining unit member(s) subject to transfer or reassignment shall be given the opportunity to meet with the superintendent regarding the decision and be provided a written explanation of the decision which includes how the transfer serves the best interests of students. A teacher who was involuntarily transferred from a position and who later seeks to be voluntarily transferred back to the same position, may be granted greater consideration for the open position by the superintendent.

d. Notification of such transfers or reassignments for finances, enrollment, and attrition will be made in writing to the bargaining unit members no later than July 30. An attempt will be made to notify bargaining unit members in person. Included with the notification will be an invitation to the bargaining unit member to discuss such transfer or reassignment with the Superintendent. For reasons other than finances, enrollment, and attrition, teachers will be given advance notice in writing no later than the end of the school year. An attempt will be made to notify the bargaining unit member in person.

e. If bargaining unit member building and/or grade level assignment is expected to change for the coming school year, the Superintendent shall notify the bargaining unit member to be reassigned not later than July 30 of the current school year. If a member is involuntarily transferred to a different grade level or subject, the member shall be paid an additional one (1) day at their per diem rate for work needed outside the contracted year for preparation. Generally speaking, bargaining unit members who are not so notified can assume that they will retain their present assignments for the coming year.

If changes in bargaining unit member assignments are necessary after August 1, the Superintendent will have a conference with the bargaining unit member(s) who are to be reassigned. The final decision regarding transfers or reassignments rests with the Superintendent.

Bargaining unit members shall be reimbursed for involuntary transfers up to two hundred dollars ($200.00) per bargaining unit member for class supplies and materials, with each building having a pool of one thousand dollars ($1,000.00). If requests total more than one thousand dollars ($1,000.00) at a building, reimbursement shall be prorated equally among the bargaining unit members. Receipts must be turned in by September 30. Reimbursed items shall remain the property of the school district.

E. <u>Reduction in Force</u>

1. Definitions:

a. Reduction in Force

The parties agree that the procedures apply only to the suspension of contracts caused by decreased enrollment of pupils, elimination of an educational program, return to duty of regular bargaining unit members after leaves of absence, or by reason of suspension of school or territorial changes affecting the district, or for financial reasons, or any reason authorized by Section 3319.17 of the Ohio Revised Code.

2. Procedures:

If the Board determines that it is necessary to reduce the number of bargaining unit positions in whole or in part for the reasons set forth above, the following procedure shall apply:

a. The Superintendent shall accomplish reduction in staff through attrition resulting from resignations, retirement and transfers before contracts are suspended.

b. To achieve such a reduction, the Board may proceed to suspend contacts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/license.

i. Limited contract teachers shall be reduced first utilizing the following order:

(a) Certification/Licensure within the affected teaching field.

(b) Comparable evaluations as defined in this Agreement.

(c) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.

ii. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:

(a) Certification/Licensure within the affected teaching field.

(b) Comparable evaluations as defined in this Agreement.

(c) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

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

3. Comparable Evaluations

Comparability for teachers who are accomplished, skilled, or developing, shall be determined based on the teachers performance rating. All teachers who are ineffective shall be considered to be comparable.

4. For purposes of reduction in force, decisions regarding non-OTES bargaining unit members will be based upon seniority and continuing contract status.

5. Seniority

a. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they were properly certificated/licensed by October 1 of the each school year. Such list will be provided to the president (not later than October 10 of the year in which the list is valid). Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members listed in descending order of seniority.

b. Seniority will be defined as the length of continuous service as a member of the bargaining unit defined herein.

i. Board approved leaves of absence will not interrupt seniority.

ii. If two or more bargaining unit members have the same length of continuous service, seniority will be determined by: the date of the board meeting at which the bargaining unit member was hired, and then by the order in which the bargaining unit member was hired according to the official board minutes.

iii. A bargaining unit member so affected may elect to displace a bargaining unit member who holds a lower position on a seniority list for another area of certification/licensure. Among employees with comparable evaluations, seniority shall be the determining factor when displacing.

iv. Bargaining unit members with valid contracts will not be reduced in force during any school year. Staff members whose positions may be reduced shall be notified by May 30 of that possibility.

v. The Board must act to implement the reduction in force by August 1. Displacement must occur by August 15.

vi. The Association shall also be notified of those positions which may be reduced and which are reduced.

vii. The staff requirements and projected enrollment of students for all schools in the district will be available upon request to the East Palestine Education Association.

viii. The Board of Education retains the right to determine necessary program and staffing requirements.

6. Recall Provisions:

a. Seniority shall not be the basis for recalling a teacher, except when making a decision between two teachers who have comparable evaluations.

b. The names of bargaining unit members whose contracts are suspended in a reduction in force will be placed on a recall list for a period of 24 months from August 15 to August 15 or until the bargaining unit member declines a bargaining unit position of equal salary and hours, whichever comes first.

c. If an opening occurs, teachers whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall. The Board shall send a registered letter to eligible bargaining unit members certificated/licensed for the position at their last known address to advise them of a vacancy. Communication by telephone is authorized, with a written follow-up. The bargaining unit member shall notify the Superintendent within seventy-two (72) hours (3 days) of the date the communication is received to indicate his or her acceptance of the positions. Any bargaining unit member who declines to accept the position will forfeit all recall right. It is the bargaining unit member's responsibility to keep the Board informed of his/her whereabouts. If a bargaining unit member will be unavailable for a period of time, the teacher may file a written statement indicating his/her acceptance of any position offered in advance.

d. No new bargaining unit member shall be employed by the Board while there are bargaining unit members on the recall list who would be fully certified/licensed before the beginning of the teaching duties.

e. After all continuing contract bargaining unit members have been recalled, then vacancies will be offered to the senior of those holding limited contracts.

f. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. No

service credit for salary purposes will be granted for the time that the bargaining unit member's contract was suspended.

7. General Provision:

   a. Nothing herein shall in any way prohibit, prevent, or retard the laid off bargaining unit member from securing unemployment compensation.

   b. Bargaining unit members who are affected by a reduction in force will be employed as substitute teachers to serve on an as-needed basis, provided that they apply in writing to the Superintendent for such service.

ARTICLE VIII -- TERMS AND CONDITIONS OF EMPLOYMENT

A. Professional Personnel Record File

1. There will be established and maintained one (1) official file on bargaining unit members. This file will be maintained in the central office. Effective July 1, 2002, all file materials, except salary notices and certificates/licenses, placed in the file after July 1, 2002 shall be dated before being placed in the file.

2. Any bargaining unit member shall have the opportunity to read any material which may be considered indicative of his/her conduct or service before it is placed in his/her personnel file. A bargaining unit member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the bargaining unit member. He/she shall also have the opportunity to reply to any item placed in the file in a written statement to be attached to the file copy.

3. As permitted by law, bargaining unit members shall be informed of any complaint by a parent and/or student which is directed towards them which becomes a matter of record.

4. Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record. Each bargaining unit member shall have the right, upon request, to review and copy the contents of his/her own personnel file. A representative of the Association may, at the bargaining unit member's request, accompany the said member in such a review.

B. Extra Duties

1. Teachers with a 1st period class or homeroom shall not be assigned a morning duty away from their classroom area, and teachers with a class during the last period of the school day shall not be assigned an afternoon duty away from their classroom area. Bus duty shall be evenly divided by all bargaining unit members in the

building except where said duty is in lieu of class, study hall, TBT meetings, and/or homeroom assignment.

2. A good faith effort will be made so that a high school bargaining unit member or a middle school bargaining unit member shall not perform bus duty for two consecutive school years unless said bargaining unit member agrees in writing to do so.

3. No bargaining unit member shall be required to perform detention duty.

C. School Calendar

1. The school calendar shall consist of one hundred seventy (179) days or equivalent hours, one hundred seventy-one (171) days of which are for students in class. Two (2) days are to be used as parent/teacher conference days. One and one-half (1½) hours of the first day shall be a day for bargaining unit members to start the planning and organization of their individual program/subject(s). There shall be three (3) school days in which students are released early from school. These school days include two (2) parent-teacher conference days and the last day of school. When students are released early from school, the student day shall be five (5) hours and ten (10) minutes. Professional development days, in which staff are required to report without students, will be scheduled throughout the school year. All professional development days for members shall be included in the board adopted district-wide calendar. The Administration, with input from the Association, shall have the option of scheduling one (1) in-service day prior to the student school year. This in-service day shall not increase the number of teacher workdays.

   After the conclusion of the students' last day of school, teachers may complete checkout at a time scheduled by the building administrator.

2. The Association may submit one of the two (2) proposed calendars for the next school year to the Superintendent by December 1 of the current school year. All bargaining unit members will vote on calendars by January 1. The two (2) calendars and the vote totals will be presented to the Board of Education. The Association president or his/her designee will be present at the counting of the votes. The Board of Education will make the final decision regarding the adoption of the school calendar.

3. Parent/teacher conferences will be held once in the fall and once in the spring. Conferences will follow an early release of students (12:55 pm at the middle school and high school and 1:55 pm at the elementary school).

   a. Middle School and High School conferences will be from 1:15 p.m. until 7:00 pm, with a thirty (30) minute dinner break. Pre-K and Elementary will be 2:15 p.m. until 8:00 pm, with a thirty (30) minute break for dinner, with bargaining unit members having the following day off.

b. Bargaining unit members shall not be required to contact parents for the purpose of scheduling a conference for those parents who were not scheduled during parent/teacher conference day.

c. Members may work with parents to determine if the parent-teacher conference will be in person, virtually, some other electronic platform, or via phone.

d. Members will be provided with their assigned building's parent-teacher conference schedule, via their school email account, one day prior to it becoming accessible to the public.

4. If student contact hours fall below the State required minimum due to calamity days, members shall be required to report in person. Any remaining staff professional development days shall be used first towards meeting the state minimum hours. Should any additional instructional hours be needed to meet the state minimum, make-up hours will be added to the end of the school year. These potential make-up hours will be noted on the district calendar. If the number of make-up hours needed to meet the state minimum is less than a full school day, a full, regular school day may be scheduled.

The current State minimum instructional hours, which are subject to change, are:

Grades 7-12:	1,001 hours
Grades K-6:	910 hours
Half-day K:	455 hours

D. Disciplinary Support

The East Palestine City Board of Education recognizes that a bargaining unit member, in the course of discipline in the performance of duties, may be subjected to unwarranted verbal abuse and/or physical intimidation by a student and/or a parent. In the event of such occurrence, the building administrator shall conduct a full review of the incident and make a prompt report to the Superintendent of Schools. Upon finding that such bargaining unit member was wrongfully aggrieved, the administration will undertake proper and permissible disciplinary steps against the student and/or will seek corrective action from the offending parent. There shall be an administrator or individual acting in that capacity available at all times to appropriately address disciplinary issues.

E. Planning Time

1. All members of the bargaining unit of the high school and middle school level shall receive no less than one (1) planning period per day, equal to one period of scheduled class time.

2. All members of the bargaining unit on the elementary school level shall receive the equivalent of one (1) planning period per day with a minimum of thirty (30) minutes per period and a minimum of two hundred (200) minutes of planning time per week. Pre-K members shall receive the equivalent amount of planning times on Fridays

as Elementary members receive Monday-Friday. Meetings will be held on Fridays, ensuring that a minimum of two hundred (200) minutes are set aside for prep time.

3. Planning time shall be during the school day while students are present.

4. An effort will be made to alternate assembly times.

F. Elementary Art, Music, and Physical Education

1. The Board of Education shall employ sufficient certified/licensed personnel so that each elementary student shall have at least one class period per week of music, art, and physical education under the instruction of these specialists.

2. The regular classroom bargaining unit member shall be given planning time, free from other assigned activities, while his/her class is under the supervision of the specialist.

3. Elementary specials shall be taught for forty-five (45) minutes, resulting in an additional five (5) minutes of planning time for elementary teachers.

G. Notice for School and Time for Reporting on Delayed Openings

A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the local news media with prior dissemination to students and bargaining unit members. Bargaining unit members shall not be required to report for duty when a particular building is closed as stated above.

The decision of the Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the local news media for priority dissemination to students and bargaining unit members. Bargaining unit members affected by the notice of a delayed starting time shall have their starting time delayed by the duration of the delay.

H. School Telephones

School telephones may be used by bargaining unit members. All phone messages will be reasonably and promptly delivered. Bargaining unit members must pay for personal calls. The school district will provide local and local calling plus for classroom phones. Bargaining unit members may make personal phone calls on school telephones during lunch and planning periods, as well as before and after the student day.

I. Grade Books, Lesson Plans, and Homework

The Board of Education will provide grade books and lesson plan books to the instructional staff for use during the school year. All bargaining unit members are to have plans

available for use by substitutes. Supervisors may review these books periodically throughout the school year. Plans may be copied by the administration.

1. For grades 5-12, lesson plans are to be submitted by 2:30 p.m. on the Monday of the week which is the subject of the lesson plan. The lesson plan will be submitted or provided through Progress Book or a District Cloud account on a weekly basis. For those teachers who handwrite their plans, the plans can be provided by scanning and sending, copying, or taking an electronic photo of a legibly-written plan. The teacher can also provide the plan to the District secretary, who will copy it.

2. It is the obligation of each bargaining unit member to have lesson plans current and available for inspection at the request of the administration. Lesson plans may reflect learning targets, instructional practices, materials, homework, and assessments that are taught from the district's approved courses of study. Grade books and plan books will be turned in to the administration when requested. Grade books and plan books will be saved by the administration.

3. Each teacher must establish an effective method by which their students and parents will be notified of a student's homework assignment.

J. Progress Reports

1. Students with IEPs, 504s, and At Risk Plans will be issued progress reports as required by the plan.

2. K-8 Specialist teachers (computer, elementary science lab, art, physical ed, and music) will only send out progress reports to students who are failing.

3. Potential IEP/504/behavior plan team members will receive a DRAFT or amendment(s) of the IEP/504/behavior plan in their office mailbox prior to the meeting. Potential team members will provide indication of receipt of the DRAFT plan or amendment(s) and be given the opportunity to provide their insight, if any, on the DRAFT IEP/504/Behavior plan or amendment(s) prior to the meeting.

K. Teachers shall update their electronic grade books at least once per week (Monday-Friday).

L. Prohibition Against Public Criticism

In the absence of consent of the affected bargaining unit member, any criticism of a bargaining unit member by a supervisor, administrator, or other agent of the employer shall never be in the presence of pupils, parents of pupils, other bargaining unit members, or at public gatherings. This shall also apply to bargaining unit member criticism of the administration.

M. Required Meetings or Hearings

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which could result in discipline, the bargaining unit member shall be given reasonable, prior, written notice of the time and nature of the meeting and shall be entitled to have an Association representative present at the meeting.

N. Working Environment

The Board shall take reasonable measures to provide for the safety of members while engaged in professional responsibilities.

Bargaining unit members in the district shall have access to the following facilities within their building:

1. Restroom facilities separate from those of students.

2. Access to a telephone in which privacy of conversation can be reasonably assured. This does not license charging long distance calls to the Board.

3. Bargaining unit members shall have the use of copying equipment for school related work. The members shall pay the actual cost for the use of such equipment and supplies for individual bargaining unit members' personal and/or association use.

4. A faculty workroom to include the following:

   (a) bulletin boards

   (b) tables and chairs

O. Classroom Supplies

Bargaining unit members will submit a list of supplies needed for classroom instruction to their building principal. These initial estimated budget lists submitted will form the basis for the appropriations. Approved supplies shall be ordered before the close of the school year. Grade books and lesson plan books, complete with binders, shall be provided at Board expense at the beginning of each school year. Copier paper shall be provided throughout the year.

P. Work Day

1. The work day for high school, middle school, and Pre-K/elementary school bargaining unit members shall not exceed seven (7) hours and five (5) minutes. The time before students arrive shall not be used as instructional time. These time limits shall include lunch periods and planning periods and shall be continuous from the time bargaining unit members are required to report.

2. All bargaining unit members shall have at least thirty-seven (37) continuous minutes of lunch time during which they are not assigned any work duties. Bargaining unit members may elect to leave the building during this period of time.

3. The last day of each quarter (grading period) will be reserved as a professional development day for staff. During which, the last two (2) hours will be set aside for members to complete record-keeping, submit student grades, and satisfy other end of grading period responsibilities. All professional development days shall be included in the board approved district-wide academic calendar and shall not increase the number of teacher workdays.

4. The student day at the middle school and high school will be from 7:45 am until 2:35 pm. The student day at the elementary school will be from 8:45 am until 3:35 pm. The member day at the middle school and high school will be from 7:30 am until 2:35 pm. The member day at the elementary school will be from 8:30 am until 3:35 pm. On days where students are released early from school, the student day at the middle school and high school will be from 7:45 am until 12:55 pm and the student day at the elementary school will be from 8:45 am until 1:55 pm. On days where students are released early from school, the member work day will remain unchanged. Staff members are required to report to their assigned morning duty from the time they are required to report to work until the instructional day begins (7:30 am – 7:45 am at the middle school and high school and 8:30 am – 8:45 am at the elementary school).

Q. Teacher's Salary for One Day

A bargaining unit member's salary for one (1) day is the annual "bargaining unit member" salary (not extended time salary or supplemental salary) divided by the number of contracted days in the school year.

R. Smoke and Tobacco-Free Workplace

District-owned or controlled buildings and property will be designated as smoke and tobacco-free workplaces.

S. Open House/Orientation

Bargaining unit members shall attend a two (2) hour open house/orientation that will be scheduled in August/September. The date and times will be included in the adopted District-wide calendar each year. Teachers also assigned by the Principal to attend orientation shall be compensated at the rate of twenty-eight dollars ($28.00) per hour. Pre-K and Kindergarten teachers shall attend their orientation in place of the open house.

T. Professional Dress

All certificated/licensed bargaining unit members will dress in a professional manner. The administration will make the final determination in all matters related to professional dress.

U. Class Lists

Tentative class lists will be made available to all bargaining unit members by July 31.

V. Administration of Medications

1. In those instances when a school nurse is not present or otherwise available, teaching employees may be required to administer medication.

2. The Board of Education shall provide training to all teaching employees, excluding school nurses, related to the administration of medications to students. Teachers will be required to attend the training and will sign a form indicating their attendance. This training shall include the administration of Epi-Pens, asthma inhalers, and other treatment of allergic reactions. Teaching employees who are absent when the training is provided will be afforded the opportunity to meet with the school nurse or other appropriate individual to access the information provided to other teachers.

3. The Board will adopt a policy in accordance with O.R.C. §3313.713 and all teachers will be provided with the opportunity to review and/or retain a copy of the physician's statement required by Ohio law.

W. Class Roster and Scheduling

Teachers shall have written input into scheduling, classroom roster, and classroom make-up by April 30 of each school year.

No member shall be scheduled a partial regular education class load as well as being assigned a partial caseload of special education students. Members shall only be scheduled as regular education teachers or special education teachers, with the exception of elementary.

X. Team Teaching

Teachers who wish to request to team teach will submit a plan to the building administrator and Superintendent. Teachers will be notified of approval or denial of the request within ten (10) work days.

Y. Class Size

Reasonable attempts will be made to keep class sizes consistent. Class sizes will be monitored by the Labor/Management Committee. This school district has a philosophy of and shall make a good faith effort to maintaining the lowest student/teacher ratio possible. The philosophy shall remain in effect as stated for the term of this contract.

Z. Use of Technology Resources by Staff

While the primary purpose of technological resources of the district shall be work related, employees may engage in personal use of the resources so long as it is brief and appropriate in content, limited in number and does not interfere with the employee's ability to perform their job duties.

AA. Special Education/Gifted Instructors

1. Intervention specialists shall not be used as a substitute in lieu of their normal daily duties unless otherwise agreed upon by the member. A good faith effort will be made by the administration to secure substitutes for special education teachers on the days of annual review meetings.

2. Intervention specialists shall be provided two (2) professional leave days per year to write IEPs for students on their caseload. If, after a good faith effort, the administration is unable to secure a substitute for the intervention specialist for the day scheduled to take professional leave, another day will be scheduled to take the leave and the intervention specialist will report to work as normal. Intervention specialists will report to the administration building during this leave with their school issued technology device.

BB. Teacher Preps

If a member is assigned more than five (5) preps in a semester, the department head or bargaining unit member may request a collaborative meeting with their building administration at a mutually agreed upon time.

CC. Curriculum

When the district adopts a new curriculum, any affected bargaining unit member shall be provided with one (1) professional development day that is already accounted for in the school calendar. Members shall receive professional development and training by the curriculum provider in order to learn and effectively implement the new curriculum. The day(s) shall not increase the number of contracted workdays for members.

ARTICLE IX -- LABOR/MANAGEMENT

A Labor/Management Committee will be formed of eight (8) members, four (4) members of administration chosen by the administration and four (4) bargaining unit members chosen by the Association. The Committee will be trained by the FMCS as necessary. Refresher training shall be held annually on or before November 1. This is an effort to solve problems at the lowest level possible and improve labor/management relationships. This committee will meet and establish guidelines as agreed to by the parties. Those issues/problems that are building level shall be addressed with the building principal first. An agenda for each meeting will be established collaboratively.

If either party believes that a committee not already set forth in this Negotiated Agreement or not already in existence is needed, the matter will be added to the agenda and discussed by the Labor Management Committee.

ARTICLE X -- MAINTENANCE OF STANDARDS

A. Maintenance of Standards

During the duration of this contract, the East Palestine City Board of Education shall maintain all classroom supplies, building budgets, retirement benefits, and insurance benefits at a level consistent with the effective date of this contract.

B. Severability

In the event there is a conflict between a provision of this contract and Ohio Revised Code 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, Ohio Revised Code 4117.10(a) or federal or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this contract which are not in conflict with Ohio Revised Code 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this contract, there is a change in Ohio Revised Code 4117.10(a) or federal, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment or working condition(s), then the parties will meet to negotiate the additional terms, conditions of employment, or working condition within sixty (60) days by demand of either party.

C. No Strike

The Association hereby agrees that it will not call or encourage a strike, a partial strike, nor any other type of job action during the duration of this Master Agreement.

ARTICLE XI – TEACHER EVALUATION

A. Evaluation Objectives

The objectives of the evaluation are:

1. To identify skills, attitudes, abilities and resources which can lead to the achievement of the district goals and standards for the teaching profession.

2. To improve and reinforce the skills attitudes and abilities which enable an employee to be effective in achieving district goals and standards for the teaching profession.

3. To help educators self-assess, collaboratively discuss self-assessment results with peers or supervisor, and develop specific goals.

4. To identify and remediate weaknesses which prevent an employee from achieving the goals of the district and the standards of the teaching profession.

5. To provide the Board with an instrument to be utilized in employment decisions.

B. Evaluation Committee

The Ohio Standards for the Teaching Profession define the expectations for Ohio's teachers based on what is known about the traits and skills of effective teachers. Setting high expectations and clearly stating the criteria needed for success is essential in creating an evaluation system to guide the professional development and growth of teachers in our district. An Evaluation Committee will be created to review an evaluation process that will be based on the Ohio Standards for the Teaching Profession. The committee shall be made up of one (1) teacher representative from each building, two (2) building principals, and the Superintendent, or designee.

1. The teacher representatives will be chosen by the Association. The administrative members will be chosen by the administration.

2. Minutes prepared by the EPEA of the committee's meetings will be made available to the membership.

3. All committee members shall receive training relevant to OTES 2.0, including HQSD, as mutually agreed to by the parties, prior to beginning their work.

4. Members of the committee will be paid thirty dollars ($30.00) per hour for work beyond the school day.

C. Functions of the Committee

The committee will meet as called by either the Superintendent or Association. The committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

Members of the committee shall receive training in all aspects of OTES 2.0, the standards for the teaching profession, and HQSD prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

The committee will also:

1. Update staff on OTES 2.0 revisions or practices

2. Determine and review, based upon the SBOE definition, potential sources of the HQSD (High Quality Student Data) measures to ensure each teacher subject to evaluation under OTES 2.0 has at least two (2) measures. The committee will also create a process by which teachers, individually, by grade level, topic, or concentration may submit possible sources for HQSD to be reviewed and approved each year.

3. Provide support, as needed, to staff development of growth and improvement plans

4. Conduct an end of year assessment of the evaluation system

5. Suggest improvements or changes at the end of each school year

6. Review district wide HQSD, including approval of possible new sources.

In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation shall be bargained without opening the entire negotiated agreement.

If either party wishes to consider any change or revision to the evaluation process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process during the term of this agreement, then said recommendation shall be subject to ratification by the Board and Association.

EVALUATORS

QUALIFICATIONS AND ASSIGNMENT

A. Each evaluator shall be an employee of the East Palestine City School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C., and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day on the job.

C. Assigned evaluators shall provide teachers with dates of pre/post conferences, observations and final holistic evaluation conference at least five (5) days in advance. If either party is unavailable or if school is later closed on the scheduled date, the pre/post conferences, observations, and final holistic evaluation conference shall be held at a later date with advance notice. "Days" shall mean contracted workdays.

D. Evaluator assignments shall be made pursuant to the following requirements:

1. For those teachers with a final holistic evaluation rating of "Skilled," "Developing," or "Ineffective" on their most recent evaluation cycle, the evaluator shall be the teacher's immediate administrator.

2. For those teachers with a final holistic evaluation rating of "Accomplished" on their most recent evaluation cycle, the teacher may select their evaluator not later than September 30 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.

3. In the event a teacher performs work under more than one (1) administrator, only one (1) evaluator shall be designated as the evaluating administrator.

4. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

E. Evaluation Framework

Each teacher will be evaluated according to the document approved by the Ohio State Board of Education which establishes the Standards-Based evaluation framework of teachers in accordance with Ohio Rev. Code §3319.111(A) using the rubric found on the Ohio Department of Education website.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain at least two (2) measures of HQSD as chosen by the teacher from the approved list developed by the evaluation committee. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to

the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

C. HQSD shall be used as evidence in any component of the teacher's evaluation as set forth in the ODE designated rubric categories.

D. Evaluation of Contracted Teachers

1. Except as otherwise set forth below, all instructors who meet the definition of "teacher" under RC 3319.111 and this policy shall be evaluated based on at least two formal observations.

2. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three formal observations.

3. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every three (3) school years.

   A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every two (2) school years.

   A teacher who receives a rating of "Developing or Ineffective" on his/her most recent evaluation shall be evaluated every school year.

4. A teacher who submits a letter of resignation for retirement purposes and such letter is approved by the Board prior to December 1st, will not be evaluated during the final year of service.

5. A teacher who has been on a Board-approved leave for fifty percent (50%) or more of the school year will not be evaluated during the school year in which the leave occurs.

6. The evaluation must be completed annually by May 1st and the teacher will receive the written evaluation report by May 10.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES 2.0 "Teacher Performance Evaluation Rubric."

A "Self-Assessment Summary Tool" may be requested by the evaluator if final holistic rating is "Developing" or "Ineffective."

The Board will not contract with an administrator for the sole purpose of conducting OTES 2.0 evaluations. For teachers being considered for nonrenewal, evaluators shall be regularly-contracted East Palestine Schools building-level administrators.

Unless otherwise agreed by the parties, the teacher shall not be electronically recorded (audio and/or visual) during formal and/or informal observations.

E. Formal Observation Procedure

1. The observation shall be sufficient in length to provide the evaluator with a clear impression of the quality of the instructional program, performance and attitude of the employee – but not less than thirty (30) consecutive minutes.

2. All formal observations shall be preceded by a conference between the evaluator and the employee up to three (3) working days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. Areas of focus for conversation during the pre-conference shall be determined by the teacher and evaluator in advance, not to exceed six (6) that are directly aligned with the Teacher Performance Rubric.

3. Teachers shall not be observed on a day before or after the following: the administration of standardized testing; a holiday or any break from a scheduled day (excluding weekends); party days as scheduled at the beginning of the school year by the Building Leadership Teams for those teachers having party days; or the day after an approved leave of absence of three (3) or more days.

4. A post-observation conference shall be held within five (5) working days after each formal observation.

5. There shall be at least fifteen (15) working days between observations

F. Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components that were observable during the timeframe of the actual walkthrough which results in brief written note(s) or a summary:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement;
7. Assessment;
8. Peer walkthroughs and peer class "observations" shall be done only upon mutual consent and agreement by both members;
9. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation as determined by the OTES Committee.

All evaluators shall use the same walkthrough form while recording notes and/or evidence.

Teachers will be provided a copy of the walkthrough form at least a week prior to the walkthrough.

1. The observation cycle may also consist of a minimum of (2) periodic classroom walkthroughs of at least 3 minutes in length.

2. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

3. The walkthrough must be placed on the form designated OTES Walkthrough.

4. A completed form must be shared with the employee within a three (3) workday period of time, including all scripted and anecdotal documents relative to the walkthrough.

5. At the request of the teacher, a formal debriefing shall occur no later than five (5) work days after the walkthrough to discuss observations of the evaluator.

6. Teachers may request a walkthrough at a mutually agreed upon time.

7. There will be at least ten (10) working days between informal observation/classroom walkthrough.

G. Summative Evaluation

1. The final holistic evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated, as well as areas of growth, if any.

3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a "PIN") may be used.

5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

6. Any teacher who receives a final holistic evaluation rating of "Skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence

available to the evaluator, that the teacher is not making progress on their professional growth plan.

7. Any teacher who receives an evaluation rating of "Accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

8. The Superintendent shall annually file a report to the ODE including only the following information:

   a. the number of teachers for whom an evaluation was conducted;

   b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

   All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

9. Teachers shall be given copies of all information and documents obtained through the evaluation process.

H. Evaluation Rating

According to the OTES 2.0 Rubric each teacher will receive a final holistic evaluation rating of:

- Accomplished
- Skilled
- Developing
- Ineffective

I. Rebuttal

The Board shall amend its evaluation policy to conform to the terms of this Agreement.

If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employment Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within fourteen (14) days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in this Agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association

specifically retains the right to strike under Ohio Rev. Code §4117 at the end of the thirty (30) day dispute resolution procedure period.

J. Long-term substitute teachers who are governed by OTES 2.0 will be evaluated according to OTES 2.0. However, they will be nonrenewed automatically at the end of their contract without action by the Board.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

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

1. Teachers whose most recent final holistic evaluation rating is "Accomplished" shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

2. Teachers whose most recent final holistic evaluation rating is "Skilled" shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

3. Teachers whose most recent final holistic evaluation rating is "Developing" shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

4. Teachers whose most recent final holistic evaluation rating is "Ineffective" shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. The Board shall provide professional development, mentoring/coaching; the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. The improvement plan shall include:

1. Specific measurable instructional practices to be observed;

2. Specific evidence-based resources and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan;

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and

5. Shall utilize the form found on the Ohio Department of Education website.

D. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the Elementary and Secondary Education Act of 1965, and as amended by the Every Student Succeeds Act.

E. No improvement plan or professional growth plan will have more than two (2) achievable goals per evaluation cycle.

F. Mentor for Teachers on an Improvement Plan

1. Teachers on an Improvement Plan shall be assigned a bargaining member mentor to work with them to improve their performance.

2. The mentor will be trained to mentor a teacher and will not be a credentialed evaluator.

3. The mentor will be provided release time once a quarter to observe the mentee teacher.

4. The mentee will select the mentor from a list of qualified teachers who have expressed a willingness to serve as a mentor.

   a. The mentor shall have continuing contract status and have served as a teacher in the District for at least five (5) consecutive years.

   b. The mentor must hold a valid teaching certificate/license and shall be assigned to a teacher with the same area of certification/license within the same building.

   c. The mentor shall not have a role in the formal evaluation of the mentee teacher.

5. The mentor shall not be requested or directed to make any recommendations regarding the continued employment of mentee teacher.

6. No mentor teacher shall be requested or directed to divulge from the written documentation or confidential mentor/mentee discussions.

7. No data collected through the Ohio Residential Educator or Mentor Program shall be used in the teacher's performance evaluation rating or for high-stake employment decisions.

8. If the need for professional development arises for the mentor or mentee the allocation of financial resources will be provided by the District.

9. The mentor will be compensated at 1.5% of the base pay for each quarter the mentee is on an improvement plan.

G. For Both Formal and Informal Observations:

1.- Written feedback will be provided to the unit member upon meeting for a post-conference.

2. Answers to pre/post-conference questions can be submitted electronically or handwritten.

3. A rubric will be provided to the unit member that includes evidence from all walkthroughs and observations (from the six domains/categories).

TEACHING EMPLOYEES NOT COVERED BY OTES

A. Mechanics of the Evaluation

1. The following frequency will be followed in bargaining unit member evaluations:

a. Beginning bargaining unit members in their first year of employment and bargaining unit members who have been identified by the administration as needing improvement will be observed three (3) times a year. Each of the observations will occur during a different nine-week period and at least ten school days apart.

b. Following their first (1st) year of employment, bargaining unit members working under limited contracts will be observed two (2) times per year.

c. Bargaining unit members working under continuing contracts may be observed once every two (2) years.

d. One (1) additional observation may be conducted at the option of the building principal.

2. A written report for each formal observation will be completed not more than five (5) working days after the completion of the observation. The report will be discussed with the bargaining unit member at a conference between the building principal and the bargaining unit member. The bargaining unit member will be provided with a copy of the report and will sign it. Said signature does not indicate agreement with the report, but does indicate that the bargaining unit member has seen it. The bargaining unit member has the right to respond to the formal observation.

3. Formal observations by the building principal shall be for no less than thirty (30) minutes in duration.

4. A five (5) to ten (10) minute pre-observation conference will be held with the building principal before the initial formal observation for beginning bargaining unit members, probationary bargaining unit members and bargaining unit members who need improvement.

5. Deficiencies in bargaining unit member performance shall be identified, suggestions for improvement given and goals and objectives for improvement established, in writing.

B. Written Evaluation

A written evaluation based on the summation of formal observations, informal observations, and other considerations related to job performance will be completed for each bargaining unit member. (No anonymous letters or comments.)

All language agreed to in Section D – Article VII of this negotiated agreement will prevail over State statute (O.R.C. 3319.111), except those listed in Ohio Revised Code 4117.08 (A) and 4117.08 (B).

C. Confidentiality of Evaluations and Observations

Substitute teachers are not to make any reports on any bargaining unit member that may be placed in the personnel folder or in the evaluation process.

Members that must be evaluated through OSCES shall be evaluated using the same timelines and procedures set forth in this Article XII.

ARTICLE XII -- EFFECTS OF THE AGREEMENT

A. The terms of this Agreement will be effective from July 1, 2026, and will continue and remain in full force and effect until June 30, 2028. Negotiations for a successor agreement will commence pursuant to the provisions of the Negotiated Agreement.

B. This agreement represents the full understanding and commitment between the parties and replaces all previous agreements, relative to items contained herein. This agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed by each party.

C. The East Palestine City Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this agreement and any such policy or practice, then the terms of this agreement shall prevail.

D. No later than sixty (60) days subsequent to the execution of this agreement, copies shall be printed by the Association and the East Palestine City School District expense, and distributed to each bargaining unit member. Each bargaining unit member hired hereafter also shall receive a copy. The Association shall be supplied with an additional thirty (30) copies of the agreement. Any subsequent revisions or amendments also shall be printed at the East Palestine City Board of Education's expense, and distributed to each bargaining unit member.

FOR THE ASSOCIATION

President

Team Member or Chairperson

FOR THE BOARD OF EDUCATION

Superintendent

Negotiations Chairperson

APPENDIX A

EAST PALESTINE CITY SCHOOL DISTRICT

SUPPLEMENTAL CONTRACT SALARIES

Effective: July 1, 2026 through June 30, 2028

BASED ON THE FOLLOWING SALARY: 2026-2027 $37,520.41
2027-2028 $38,646.00

GRADE I	EPHS Head Football Coach EPHS Head Basketball Coach – Boys EPHS Head Basketball Coach – Girls EPHS Head Volleyball Coach EPHS Band Director	17%
GRADE II	EPHS Head Track Coach – Boys EPHS Head Track Coach – Girls EPHS Head Baseball Coach EPHS Head Girls Softball Coach EPHS/EPMS Head Wrestling Coach	14.5%
GRADE III		13%
GRADE IV	EPHS Drama Director EPHS Ass't. Football Coaches (4) EPHS Ass't. Basketball Coaches – Boys (2) EPHS Ass't. Basketball Coaches - Girls EPHS Ass't. Volleyball Coach (2)	11.5%
GRADE V	EPHS Cheerleader Advisor	10%
GRADE VI	EPMS Football Coaches (2) EPMS Basketball Coaches – Boys (2) EPMS Basketball Coaches – Girls (2) EPHS/EPMS Cross Country Coach EPHS Golf Coach EPHS Tennis Coach – Boys EPHS Tennis Coach – Girls EPHS Soccer Coach EPMS Volleyball Coach (2)	8.5%
GRADE VII	LPDC (3)	7%

GRADE VIII	EPHS Senior Class Advisor	
	EPHS Ass't. Track Coach (2)	
	EPHS Summer Band Director	
	EPHS Ass't. Band Director	6%
	EPMS Track Coach – Boys	
	EPMS Track Coach – Girls	
	EPHS Prom Advisor	
	EPMS Cheerleader Advisor	
	EPHS Asst. Baseball	
	EPHS Asst. Softball	
	Summer Fitness Football	
GRADE IX	EPHS Student Council Advisor	4.5%
GRADE X	Junior Class Advisor	3.5%
	EPHS Summer Ass't. Band Director	
	Elementary Yearbook	
	Pep Club Advisor	
	Key Club Advisor	
	Freshman Class Advisor	
	Sophomore Class Advisor	
	Hi-Y-Club	
	Yearbook	
	Incentive Scholarship	
	National Honor Society	
	Academic Challenge	
	Weight Training (2)	
	Assistant Wrestling Coach (2)	
	Assistant Cross Country Coach	
	Math Counts	
	Power of the Pen	
	Builders Club	
	EPMS Yearbook	
	Spanish Club Advisor	
	Middle School Drama Director	
	Assistant Prom Advisor	
	Assistant High School Musical Director (Musical only)	
	Assistant Cheerleading Advisor	
	EPIC Newspaper	
	EPHS Science Club Advisor	
	EPMS Science Club Advisor	
	Assistant Soccer Coach	
	Rotary Interact	
	EPMS D.I. Gifted Advisor	
	EPMS Academic Challenge	
	EPHS Robotics Advisor	
	EPMS Robotics Advisor	

Elementary Robotics Advisor
Elementary D.I./Gifted Advisor
Track Club Advisor
EPHS PBIS Advisor
EPMS PBIS Advisor
Elementary PBIS Advisor

APPENDIX B

EAST PALESTINE CITY SCHOOL DISTRICT CERTIFIED SALARY INDEX
FY2027

2.0%

BASE	**$37,520.41**							
YEARS EXP.	**BA** DEGREE		**5YR.** 150HRS.		**MASTERS** DEGREE		MASTERS 15	
0	1	$37,520.41	1.05	$39,396.44	1.11	$41,647.66	1.175	$44,086.49
	1.04	$39,021.23	1.095	$41,084.85	1.16	$43,523.68	1.23	$46,150.11
2	1.08	$40,522.05	1.14	$42,773.27	1.21	$45,399.70	1.285	$48,213.73
3	1.12	$42,022.86	1.185	$44,461.69	1.26	$47,275.72	1.34	$50,277.36
4	1.16	$43,523.68	1.23	$46,150.11	1.31	$49,151.74	1.395	$52,340.98
5	1.2	$45,024.50	1.275	$47,838.53	1.36	$51,027.76	1.45	$54,404.60
6	1.24	$46,525.31	1.32	$49,526.95	1.41	$52,903.78	1.505	$56,468.22
7	1.28	$48,026.13	1.365	$51,215.37	1.46	$54,779.81	1.56	$58,531.85
8	1.32	$49,526.95	1.41	$52,903.78	1.51	$56,655.83	1.615	$60,595.47
9	1.36	$51,027.76	1.455	$54,592.20	1.56	$58,531.85	1.67	$62,659.09
10	1.4	$52,528.58	1.5	$56,280.62	1.61	$60,407.87	1.725	$64,722.71
11	1.44	$54,029.40	1.545	$57,969.04	1.66	$62,283.89	1.78	$66,786.34
12	1.48	$55,530.21	1.59	$59,657.46	1.71	$64,159.91	1.835	$68,849.96
13	1.52	$57,031.03	1.635	$61,345.88	1.76	$66,035.93	1.89	$70,913.58
20	1.56	$58,531.85	1.68	$63,034.30	1.81	$67,911.95	1.945	$72,977.21
25	1.6	$60,032.66	1.725	$64,722.71	1.86	$69,787.97	2	$75,040.83
30	1.64	$61,533.48	1.77	$66,411.13	1.91	$71,663.99	2.055	$77,104.45

APPENDIX B

EAST PALESTINE CITY SCHOOL DISTRICT CERTIFIED SALARY INDEX
FY2028

3%

BASE $38,646

YEARS EXP.	BA DEGREE		5YR. 150HRS.		MASTERS DEGREE		MASTERS 15	
0	1	$38,646.03	1.05	$40,578.33	1.11	$42,897.09	1.175	$45,409.08
I	1.04	$40,191.87	1.095	$42,317.40	1.16	$44,829.39	1.23	$47,534.61
2	1.08	$41,737.71	1.14	$44,056.47	1.21	$46,761.69	1.285	$49,660.14
3	1.12	$43,283.55	1.185	$45,795.54	1.26	$48,693.99	1.34	$51,785.68
4	1.16	$44,829.39	1.23	$47,534.61	1.31	$50,626.30	1.395	$53,911.21
5	1.2	$46,375.23	1.275	$49,273.68	1.36	$52,558.60	1.45	$56,036.74
6	1.24	$47,921.07	1.32	$51,012.76	1.41	$54,490.90	1.505	$58,162.27
7	1.28	$49,466.91	1.365	$52,751.83	1.46	$56,423.20	1.56	$60,287.80
8	1.32	$51,012.76	1.41	$54,490.90	1.51	$58,355.50	1.615	$62,413.33
9	1.36	$52,558.60	1.455	$56,229.97	1.56	$60,287.80	1.67	$64,538.86
10	1.4	$54,104.44	1.5	$57,969.04	1.61	$62,220.10	1.725	$66,664.40
11	1.44	$55,650.28	1.545	$59,708.1 I	1.66	$64,152.40	1.78	$68,789.93
12	1.48	$57,196.12	1.59	$61,447.18	1.71	$66,084.71	1.835	$70,915.46
13	1.52	$58,741.96	1.635	$63,186.25	1.76	$68,017.01	1.89	$73,040.99
20	1.56	$60,287.80	1.68	$64,925.33	1.81	$69,949.31	1.945	$75,166.52
25	1.6	$61,833.64	1.725	$66,664.40	1.86	$71,881.61	2	$77,292.05
30	1.64	$63,379.48	1.77	$68,403.47	1.91	$73,813.91	2.055	$79,417.59

APPENDIX C

GRIEVANCE – STEP I

Grievance No. _____

NAME OF GRIEVANT _____

DATE OF FILING _____

Building _____ Assignment _____

Date of Event Giving Rise to Grievance _____

Section(s) of Agreement Allegedly Violated _____

(The Statement must address each of the specific provisions of the Agreement allegedly violated.)

Statement of Grievance: _____

_____

_____

_____

_____

Relief Sought: _____

_____

_____

_____

_____

_____ _____

Date Signature of Grievant

_____ _____

Date Signature of Principal/Superintendent

APPENDIX D

GRIEVANCE – STEP II

Grievance No. _____

Date Disposition Received at Step I _____

Reason for Appeal to Step II _____

_____

_____

_____

_____

_____ _____

Date Signature of Grievant

APPENDIX E

GRIEVANCE – STEP III (ARBITRATION)

Grievance No. _____

Date Disposition Received at Step II _____

Reason for Appeal to Step III (Arbitration) _____

_____

_____

_____

_____

_____ _____

Date Signature of Grievant

APPENDIX F

SCHEDULE OF BENEFITS

The Schedule of Benefits shall be those set forth in the $150 deductible plan.

Beginning with the 2022-2023 school year, the schedule of benefits shall be those set forth in the $250.00 deductible plan.

SCHEDULE OF BENEFITS
EAST PALESTINE CITY SCHOOLS FOR BARGAINING UNIT MEMBERS
FOR NETWORK AND NON-NETWORK USAGE
(Effective September 1, 2016)
CONTINUED

PER OCCURRENCE PROVISION

MAXIMUM BENEFIT PER OCCURRENCE PER PLAN YEAR
(As defined as Fiscal Year July 1 through June 30)

Payment for benefits will not exceed the amount as indicated in the schedule of benefits for all medical care of a condition or any related conditions whether on an outpatient basis or inpatient confinement in an acute care hospital, skilled nursing facility or hospice facility or any other health care facility. This maximum will include all related professional charges or related course of treatment as an outpatient or inpatient such as, but not limited to, care by a doctor, in the office or while in the hospital, rehabilitation, all therapy, durable medical equipment, prosthetic devices, outpatient hospital, outpatient diagnostic and prescription drugs.

This maximum will be counted towards the lifetime maximum as indicated in the schedule of benefits.

APPENDIX G

PRESCRIPTION DRUG BENEFIT PLAN

EAST PALESTINE SCHOOLS

EFFECTIVE SEPTEMBER 1, 2016

Drug coverage:

Drug Administration: **Excluded**	Blood: **Excluded**	Experimental: **Excluded**	Anti-Wrinkle: **Excluded**
Immunizing Agents: **Excluded**	Blood Plasma: **Excluded**	In-Patient drugs: **Excluded**	Dietary Sups.: **Excluded**
Biological Sera: **Excluded**	Non-Legend Drugs: **Excluded**	DME: **Excluded**	Biotech: **Limited Prior Authorization**
Allergy Sera: **Excluded**	Govt. Program Drugs: **Excluded**	Syringes-Insulin: **Covered**	Fertility: **Excluded**
Erectile Dysfunction: **Limited 6 per 30 days**	Weight Loss: Excluded	Syringes-Other: **Excluded**	Cancer Drugs: **Covered**
Oral Contraceptives: **Covered**	Smoking Cessation: **Excluded**	Diabetic Supplies: **Excluded**	
Injectable or Implantable Contraceptives **Covered**	Pre-Natal Vitamins: □ **Covered**	Hair Growth: **Excluded**	
Physical Contraceptives: **Excluded**	Growth Hormones: **Limited Age appropriate**	Injectable: **Excluded**	
Lost Drug Replaced: **Limited Prior Authorization**	Injectable Vitamins: **Excluded**	Cosmetic Drugs: **Excluded**	
Anabolic Steroids: **Excluded**	Migraine Medication: **Covered**	Surgical Supplies: **Excluded**	
HIV/AIDS Drug: **Covered**	ADD Under 5 Years: **Excluded**	Diagnostic Agent: **Excluded**	
General Vitamins: **Excluded**	ADD Over 18 Years: **Limited Prior Authorization**		

PRESCRIPTION DRUG BENEFIT PLAN

EAST PALESTINE SCHOOLS
EFFECTIVE SEPTEMBER 1, 2016
(Continued)

Prescription Drug Benefit Limits:

Maximum Days Supply at Retail: **34 days**	Maximum Days Supply At Mail-Order: **90 days**
Maximum Metric Quantity at Retail: **300**	Maximum Metric Quantity at Mail-Order: **N/A**
Retail Single Claim Maximum (Ex. $500): **N/A**	Mail-Order Single Claim Maximum (Ex. $500): **N/A**
Number of co-pays for 60 day supply (1,2,3) Retail: **N/A**	Number of co-pays for 60 day supply (1,2,3) Mail-Order: **N/A**
Number of co-pays for 90 day supply (1,2,3) Retail: **N/A**	Number of co-pays for 90 day supply (1,2,3) Mail-Order: **SEE NOTES**
	Lower Fill Mandate prior to Mail-Order (Y/N): **Y**
Maximum Age for Full Time Student Discipline **SAME AS MEDICAL PLAN**	Maintenance Drug List (Y/N): **N**
Maximum Age for Non-Student Dependent: **SAME AS MEDICAL PLAN**	Minimum Days Supply At Mail-Order (unless "as needed" specified): **90 days**

Cost Sharing:

		Family	Single
Separate Maximum for drugs: **No**	Maximum Amount & Type:	**N/A**	**N/A**
Separate Deductible for drugs: **No**	Deductible Amount & Type:	**N/A**	**N/A**
	Roll-Over Date for Max/Min:	**N/A**	**N/A**

PRESCRIPTION DRUG BENEFIT PLAN

EAST PALESTINE SCHOOLS
EFFECTIVE SEPTEMBER 1, 2016
(Continued)

Co-Pay amounts:

Retail Co-Pay:	GENERIC	BRAND OR FORMULARY (PREFERRED)	NON-FORMULARY (NON-PREFERRED)	OTHER - Please Explain
Retail Co-Pay:	**$10.00**	**$20.00**	**$35.00**	
Mail Service Co-Pay:	**$20.00**	**$40.00**	**$70.00**	

Generic Substitution:

Are patients required to use generic drugs? **Yes**	Is there a penalty if they do not accept the generic? **Yes**
Is penalty applied if Dr. requires brand? **Yes**	Is penalty applied if patient requires brand? **Yes**

Network Size & Type:

Retail Network:	**Full (Most Pharmacies)**		Mail Service:	Is the patient required to get refills through mail service?	**Yes**

Utilization management programs:

Retrospective DUR:	**Yes**	e.g., Narcotic Misuse
Disease Management:	**No**	e.g., Diabetes
Therapeutic Substitution:	**No**	e.g., Drug A for Drug B
Prior Authorization:	**Yes**	e.g., Growth Hormones
Concurrent DUR:	**Yes**	e.g., Drug Interactions
Pharmacist Incentives:	**No**	
Case Management:	**No**	

PRESCRIPTION DRUG BENEFIT PLAN

EAST PALESTINE SCHOOLS
EFFECTIVE SEPTEMBER 1, 2016
(Continued)

Formulary / Rebates:

What type of formulary:	**Incentive**	Is there a penalty for non-formulary drug use?	(3) **Yes**	Penalty Type:	

NOTE:

1. All mail-order prescriptions to be for 90 day
2. Mandatory Mail-Order for maintenance drugs to be implemented
3. If an employee selects a brand when a generic is available, higher co-pay "plus pay the difference"
4. DAW by physician on preferred brand drug will NOT affect the "plus the difference"
5. Non-preferred co-pay cannot be overridden by any level DAW (Dispense As Written)

EAST PALESTINE SCHOOLS
Academic Calendar (2026- 27)

August 2026

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	23	23	24
25	26	27	28	29	30	31

November 2026

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Color Key	
	No School
	Early Release / PT Conferences
	Staff In-Service
	First Day of School
	Teacher Professional Development / End of Quarter / No School
	Early Release / Last Day of School
	Teacher Professional Development / No School

School Hours	
High School	7:45 am – 2:35 pm (Doors Open – 7:30 am)
Middle School	7:45 am – 2:35 pm (Doors Open – 7:30 am)
Elementary School	8:45 am – 3:35 pm (Doors Open – 8:30 am)
Preschool	8:45 am – 2:45 pm (Doors Open – 8:30 am)

Revised: 6/12/2026

APPENDIX I

Pre-Conference Planning Questions
OTES 2.0

Instructional Planning
1. What content will students know/understand? What skills will they demonstrate?
2. How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
3. What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
4. How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?
[illegible]
1. What should the evaluator know about the student population?
2. How was it determined that this is a developmentally appropriate learning activity?
3. How does this lesson connect to students' experiences and/or culture?
Instruction and Assessment
1. How will the goals for learning be communicated to students?
2. What questioning techniques will be used to check for understanding and encourage higher-level thinking?
3. What collaborative and whole class instructional strategies will be used to engage all students?
4. How will feedback be used to support student learning?
5. What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?
[illegible]
1. How do you demonstrate regard for student perspectives, experiences and culture?
2. How do you ensure interactions are respectful and supportive?
3. How are students involved in establishing and maintaining classroom routines and procedures?
[illegible]

Pre-Conference Planning Questions
OTES 2.0

1. How will you check for student understanding during the lesson?
2. What potential learning obstacles might students encounter?
3. What different methods of assessment are used in this lesson?
4. How will you use assessment data to inform your next steps?
5. What evidence does high-quality student data provide about student learning?
Professionalism
1. Discuss ways you reflect on and analyze your teaching.
2. How do you collaborate with colleagues to improve student learning and instructional practice?
3. How do you promote two-way communication with students? With families?
Please share any other relevant information:

APPENDIX J

OTES 2.0 Walkthrough: General Form (EPCSD)

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**
Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

FOCUS AREAS OBSERVED DURING WALKTHROUGH	
☐ Evidence of Planning	☐ Lesson Delivery
☐ Differentiation	☐ Resources
☐ Classroom Environment	☐ Student Engagement
☐ Assessment	☐ Other:

EVALUATOR OBSERVATIONS (RUBRIC ALIGNED)	
☐ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	☐ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
☐ Instructional time is used effectively	☐ Information is presented in multiple formats
☐ Teacher combines collaborative and whole class learning opportunities	☐ Routines, procedures and transitions are consistent, effective and maximize instructional time
☐ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	☐ Feedback is substantive, specific, timely and supports student learning
☐ Lesson makes clear and coherent connections with student prior learning and future learning	☐ Teacher selects, develops and uses multiple assessments
☐ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	☐ Teacher uses differentiated instructional strategies and resources for groups of students
☐ Other:	☐ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**