Thu, 10/22/2026 04:40:15 PM SERB

1975-01
26-MED-03-0308
47577

AGREEMENT

BETWEEN THE

EATON CLASSROOM TEACHERS ASSOCIATION

AND THE

EATON COMMUNITY SCHOOLS BOARD OF EDUCATION

Effective:
July 1, 2026
Through
June 30, 2029

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
PREAMBLE		1
ARTICLE 1. —	BOARD RIGHTS	1
ARTICLE 2. —	RECOGNITION AND BARGAINING PROCESS	1
ARTICLE 3. —	NON-DISCRIMINATION	2
ARTICLE 4. —	ECTA RIGHTS	2
ARTICLE 5. —	PAYROLL DEDUCTIONS	5
ARTICLE 6. —	PAY PERIODS	7
ARTICLE 7. —	TEACHER CONTRACTS	7
A.	Individual Contracts	7
B.	Contractual Status	7
C.	Limited Contract	8
D.	Continuing Contract	8
ARTICLE 8. —	RETIRED TEACHERS EMPLOYED BY THE DISTRICT	9
ARTICLE 9. —	TEACHING CONDITIONS	10
A.	Calendar	10
B.	Professional Development	11
C.	Plan Time	11
D.	Substitution During Non-Classroom Period	11
E.	Notification of Vacancies	12
F.	Assignment and Transfer	13
G.	Voluntary Transfer and/or Reassignment	13
H.	Involuntary Transfer and/or Reassignment	13
I.	Separation - Contract Termination	14
J.	Personnel Files	14
K.	Reduction of Staff	15
L.	Class Size and Class Load	17
M.	Health & Safety	18
N.	Student Teachers/Resident Educators	18
O.	Eaton Local Professional Development Committee	18
P.	Teacher’s Professional Rights and Responsibilities	19

Q. Every Student Succeeds Act 20
R. Activity Pass 21
ARTICLE 10. — SALARY 21
ARTICLE 11. — LEAVES OF ABSENCE 22
A. Sick Leave 22
B. Professional Leave 23
C. Personal/Emergency Leave 24
D. Jury and Witness Duty 25
E. Maternity Leave 25
F. Military Leave 26
G. Leave of Absence Without Pay 26
H. Assault Leave 26
I. Child Care Leave 27
J. Sick Leave Bank 27
K. Family Medical Leave 28
ARTICLE 12. — SEVERANCE PAY 29
ARTICLE 13. — GRIEVANCE PROCEDURE 30
ARTICLE 14. — MISCELLANEOUS 31
A. Schooling for Dependents 31
B. Mileage 32
C. Association Membership 32
D. Academic Freedom 32
E. Public Complaints About School Personnel 34
F. Teachers on Special Assignment (TOSA) 35
ARTICLE 15. — SAVINGS CLAUSE 36
ARTICLE 16. — FRINGE BENEFITS/INSURANCE 36
A. Hospitalization/Major Medical: 36
B. Term Life Insurance: 37
C. Dental Insurance: 37
D. STRS Pick-Up Utilizing the Salary Reduction Method: 37
E. 125 Plan 38
F. Insurance 38
ARTICLE 17. — PROFESSIONAL REIMBURSEMENT/ COMPENSATION 38
A. Professional Reimbursement 38

B. Licensure Renewal and Background Checks....39
C. College Credit Plus....40
D. Compensation for Meetings Outside the Workday....40
ARTICLE 18. — NO STRIKE - NO LOCKOUT....41
ARTICLE 19. — LABOR/MANAGEMENT COMMITTEE....41
ARTICLE 20. — CERTIFIED STAFF EVALUATION SYSTEM....42
ARTICLE 21. — CALAMITY DAYS....56
ARTICLE 22. — DURATION....57
ADDENDUM A — SALARY SCHEDULES....58
ADDENDUM B — EXTRA DUTY PAY....61
ACADEMIC SUPPLEMENTAL SALARY SCHEDULE....63
ATHLETIC SUPPLEMENTAL SALARY SCHEDULE....65
APPENDIX FORMS....67
APPLICATION FOR CONTINUING CONTRACT STATUS....68
ASSAULT LEAVE FORM....69
CHALLENGE/RECONSIDERATION OF MATERIALS FORM....70
ECTA GRIEVANCE REPORT FORM....74
REQUEST FOR INFORMATION FROM PHYSICIAN....76
SICK LEAVE....77
PROFESSIONAL LEAVE....78
PERSONAL LEAVE....79
JURY DUTY LEAVE....80
DOCK LEAVE....81

PREAMBLE

A. The Eaton Community Schools Board of Education (hereinafter referred to as the Board) and the Eaton Classroom Teachers Association (hereinafter referred to as the ECTA), agree that negotiations are an effective and efficient method for discussion and agreement on items pertaining to the terms and conditions of employment in the Eaton Schools.

B. The parties to this Agreement agree that there has been a full and complete effort to present and discuss proposals and there are no other understandings than those contained in the negotiated agreement. The negotiated Agreement supersedes any and all agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said agreement.

ARTICLE 1. — BOARD RIGHTS

Except to the extent modified by a specific provision of this Agreement, the Board shall retain all of the authority granted to it by law, including but not limited to Sections 3313.20, 3313.47 and Chapter 4117 of the *Ohio Revised Code.*

Further, it is recognized that the Board of Education may enact rules and regulations during the term of this contract affecting the members of the bargaining unit without bargaining with the Association as long as the rule/s or regulation/s is reasonable and/or not in conflict with the provisions of this Agreement. This paragraph is subject to the binding arbitration provision within the grievance procedure.

ARTICLE 2. — RECOGNITION AND BARGAINING PROCESS

A. Recognition

ECTA is hereby recognized as the sole and exclusive representative for the certificated (licensed) instructional staff. The certificated (licensed) instructional staff, as used herein, shall be defined as classroom teachers, librarians, special teachers (art music, physical education, etc.), guidance counselors, speech therapists, and certified nurses who at the minimum provide half time service to the Board.

The Superintendent, assistant superintendents, principals, assistant principals and all others who are hired pursuant to Section 3319.02 of the Ohio Revised Code are not included in the bargaining unit described above.

B. Bargaining Process

1. Negotiations for a successor contract shall begin with a Notice to Negotiate filed with the other party to this agreement and with the State Employment Relations Board no less than ninety (90) days just prior to the expiration date of the Agreement and this bargaining period shall continue until the expiration date of this Agreement or until Agreement is reached, whichever comes sooner. The parties will meet at mutually agreed upon times. Parties agree not to meet during the school day unless mutually agreed otherwise. Neither party shall be permitted to bring up

any additional issues or proposals following the initial exchange of issues/proposals, except by mutual agreement of both parties.

2. When either party determines that bargaining impasse exists, that party may call upon the mediation services of FMCS to assist in resolving the impasse.

3. Provided at least ninety (90) days have passed since the Notice to negotiate was delivered, provided this Agreement has expired, provided no successor agreement has been ratified, and provided FMCS mediation has been utilized, the Association may serve notice and carry out a strike in accordance with Ohio Revised Code 4117.

4. Agreement shall be considered reached only upon proper ratification by both the Board and the Association of the terms and conditions negotiated. The ECTA shall submit any tentative agreement to its membership for a vote within thirty (30) calendar days of the tentative agreement being reached. Once ratified by the ECTA, the Board shall take action.

5. No press releases shall be made to the media during the collective bargaining process unless approved in advance by both the Board and the Association bargaining teams.

6. The parties will work towards building trust throughout the process.

ARTICLE 3. — NON-DISCRIMINATION

Any alleged discriminatory matter shall be referred to the appropriate local, state or federal agency.

ARTICLE 4. — ECTA RIGHTS

A. Advance copies of the Board of Education agenda and attachments will be provided to the ECTA President one workday before the Board meeting

B. A copy of official Board minutes will be provided to the Association. When available, the Board in Review will be provided to all teachers.

C. The district will provide avenues for committees, with administrative approval, to post their membership, meeting dates, agendas, minutes, etc.

D. Space on a bulletin board in each teacher's lounge shall be made available for the use of the ECTA.

E. Use of the public address system for announcements to members except during the student day.

F. Time during faculty meetings for ECTA announcements.

G. Use of school equipment and facilities with the ECTA to provide its own consumable materials. The ECTA will be provided and will use a copy code when possible.

H. Use of buildings for meetings without charge.

I. Use of inter-school mail.

J. Payroll deduction.

K. Contracts and amendments to the contract shall be provided to all members of the bargaining unit by the Association.

L. Association Leave

1. The Association will be permitted two (2) days of Association Leave to perform Association business.

2. One additional day will be provided for the Association use, but the Association will reimburse the Board for the substitute costs.

3. By mutual agreement of the Superintendent and the ECTA President, additional time may be used by the ECTA President for building level concerns, at no cost to the Board.

M. Fair Share Fee — The parties acknowledge that current law does not allow for the deduction of a fair share fee. In the event the law would change and allow for the deduction of a fair share fee, the following language will be utilized. The parties agree to meet to determine how the fair share fee will be implemented if it is reinstituted.

This Fair Share Provision applies only to employees newly hired by the Board after June 1, 1993. Any employee who had joined the Association, or paid a fair share fee, or was a new hire since June 1, 1993 is subject to Article 4, M, Fair Share shall be an exclusive right conferred upon the Association as the exclusive bargaining agent. Each bargaining unit employee, upon employment and re-employment, shall annually either:

1. Sign and deliver to the Association an application for Association membership and, unless the annual dues are paid by cash, check or money order, or other approved method, sign and deliver to the Association an authorization to the Board treasurer for payroll deduction of membership dues, fees and assessments. The Board treasurer, upon written notice from the President of the Association that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be the annual representation fee and uniformly applied assessments, less the amount of Association annual dues previously paid through payroll deduction.

2. In lieu of becoming a member of the Association, the Treasurer shall check-off from the wages of the Employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Teaching Profession.

All contracts of employment for positions in the bargaining unit shall contain the following language:

> This contract of employment is subject to the Master Contract between the Board of Education and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become or remain a member of the Association, pay to the Association the prescribed annual representation fees and uniformly applied assessments for service and benefits to be conferred upon me by the Association as my exclusive bargaining agent during the term of my employment by the Board.

3. The President of the Association shall by July 1 annually certify to the Treasurer of the Board of Education the amount of the annual representation fee for the ensuing school year.

4. The President of the Association shall within thirty (30) days of official adoption of a uniform assessment fee certify to the Treasurer of the Board of Education the amount of the uniform assessment fee.

5. The Treasurer upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred to in Paragraphs 1 and 2 of Section M above, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees and assessments to the Association. The Board shall provide a list of names of members for whom deductions were made, the period covered and the amounts deducted. The deductions shall be in equal payments beginning with the first paycheck after authorization and lasting through the remaining pays for that employment year. The failure or refusal of the Treasurer to deduct the representation fee, due to court order or otherwise, shall not relieve the employee of his/her liability to the Association for the amount of the representation fees and assessments.

6. Upon the effective date of this Agreement, the Board and Association shall jointly notify in writing each employee in the bargaining unit of this Fair Share Fee Agreement. Such notice shall have attached thereto a copy of the exact language of this Agreement. Any non-member of the Association who elects to continue employment with the Board and after the 30-day period shall be deemed to have consented to receive the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable to the Association for the annual representation fee and uniformly applied assessments which, during the first school year of this agreement only, shall be pro-rated on a monthly basis.

   Upon timely demand, non-members may appeal to the Association payment of the fee pursuant to the internal procedure adopted by the Association.

7. The Association agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

   a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

   b. The Association shall reserve the right to designate counsel to represent and defend the employer;

   c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if is so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs amicus curiae in the action;

   d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee Provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Provision herein.

   e. The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

   f. This Fair Share Provision applies only to employees newly hired by the Board after June 1, 1993.

ARTICLE 5. — PAYROLL DEDUCTIONS

A. Deductions shall be made from each paycheck for the following when applicable:

1. Federal Income Tax

2. Ohio Income Tax

3. City Income Tax

4. School District Income Tax

5. Ohio State Teachers' Retirement System

6. Paycheck stubs shall also list the number of accumulated sick leave days and the number of accumulated personal leave days.

B. Other optional deductions include:

1. Hospitalization

2. Tax Sheltered Annuities provided at least five (5) members of the bargaining unit are requesting payroll deduction for the same company. Current enrollees will be grandfathered and not subject to this provision.

3. Dues for the United Teaching Profession (ECTA, WOEA, OEA, NEA), FCPE contributions.

4. Credit Union for school employees

5. United Way contributions

6. YMCA

7. AFLAC/ American Fidelity

C. The per diem rate of pay for a teacher shall be calculated by taking the teaching salary earned by Eaton Community Schools Teachers and dividing that total by the number of days in the teacher's contract year.

Step 0 Bachelor's Example: $\frac{\$45,388}{183} = \$248.02$

Step 30 Master's + 15 Example: $\frac{\$91,526}{183} = \$500.14$

D. In calculating deductions for days of lost pay, the basic teaching salary shall be divided by the days of the teacher's contract year. Supplementary contract deductions will be made if

loss of service is due to unpaid leave of absence. This calculation will be made as a fraction of the time involved for the total contractual obligation in days or hours as is applicable.

ARTICLE 6. — PAY PERIODS

A. Paychecks for regular earnings shall be distributed on the 15th and 30th of each calendar month, commencing on August 30th of each year.

B. All employees will receive their payroll check by electronic transfer to the location of his/her choice.

C. Direct deposit notification will be sent to the employee's school email address.

ARTICLE 7. — TEACHER CONTRACTS

A. Individual Contracts

The Board shall, in accordance with the state statute, provide every certificated (licensed) person in the district with an individual contract within twenty (20) working days after the certificated (licensed) person submits all necessary documentation. This contract shall contain the following information:

1. Name of individual.

2. Type of contract.

3. Length of contract (if limited).

4. Salary.

5. Signature of individual and Treasurer.

Individuals on a multi-year limited contract or a continuing contract shall receive an annual notification (by July 1 of each year) which shall include the total salary.

B. Contractual Status

1. All certificated (licensed) personnel shall be given a limited or continuing contract based upon the certificate (license) possessed and the training and educational background of each individual. Initial placement on the salary schedule shall be in accordance with Section 3317.13 of the Ohio Revised Code which provides for up to ten (10) years service credit and the appropriate level of academic training credit.

2. When a teacher is offered an initial employment contract, said contract must be signed and returned to the superintendent within fourteen (14) days of distribution or the offer of employment shall be deemed to have been rejected by the teacher and subject to rescission by the Board.

C. Limited Contract

The Board will give limited contracts in the following sequence to teachers who have evidenced satisfactory teaching through the approved evaluation system: One (1) year limited contract for the first four (4) years of employment and two (2) year limited contracts thereafter.

D. Continuing Contract

1. Teachers are eligible for continuing contract status as follows:

   For teachers initially licensed prior to January 1, 2011, the licensure requirement is met if the teacher:

   a. Holds a professional, permanent of life certificate (issued under prior law) or professional, senior professional or lead professional educator license, and

   b. Has completed either of the following:

      1) If a masters' degree was held at the time of initially receiving certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license or the equivalent of six (6) combination of semester hours and equivalent activities as approved by the LPDC equal to six (6) semester hours; or

      2) If no masters' degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the LPDC or a combination of semester hours and professional growth activities as approved by the LPDC equal to thirty (30) semester hours.

2. For teachers initially licensed after January 1, 2011, the licensure requirement for continuing contract eligibility is met if the teacher:

   a. Holds a professional, senior professional or lead professional educator license;

   b. Has held an educator's license for seven (7) years; and

   c. Has completed either of the following:

      1) If no masters' degree was held at the time of initially receiving a certificate/license, thirty (30) semester hours of course work in the

area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license, or

2) If a masters' degree was held at the time of initially receiving certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate/license.

3. The service requirement for continuing contract status requires the teacher to:

a. Have completed (3) years of teaching under the employment of the Eaton Community School District Board of Education out of the last five (5) years,

b. Or have taught in another school district with a continuing contract and have been employed by the Eaton Community Schools for two (2) years or have been recommended for continuing contract upon employment,

c. Or have previously taught in the Eaton Community Schools under a continuing contract and have been re-employed by the Eaton Community Schools for one (1) year,

d. And have a valid professional certificate/license in the State of Ohio,

e. And be evaluated under current State of Ohio evaluation procedure during the year of application,

f. And have been recommended for continuing contract status by the Superintendent.

4. In order to be considered for continuing contract status, a teacher must complete and submit an application form (See Appendix) between the first day of school and October 1st of a given school year. Complete documentation verifying eligibility for continuing contract must be on file in the Treasurer's office by the first day of the following school year. If granted, the continuing contract status for such teacher will be effective for the following school year.

5. If eligible, a teacher may request consideration for continuing contract status in the middle of a limited contract.

6. This continuing contract language is reflective of current law (Ohio Revised Code). If, during the term of this CBA, the continuing contract law changes, the new law regarding continuing contracts shall be followed.

ARTICLE 8. — RETIRED TEACHERS EMPLOYED BY THE DISTRICT

A. Any teacher who has retired under the Ohio State Teachers Retirement System (STRS) or any other state teachers' retirement system in the United States and subsequently is employed in the district may be hired and placed on the salary schedule up to step 10 in the

appropriate column based on their training. For such retired teachers only, this provision expressly supersedes Section 3317.13 of the Ohio Revised Code and all other applicable laws.

B. Length of contract shall be for one (1) year and shall automatically expire without the district having to give notice to non-renew.

C. Re-employed teachers shall be subject to the formal evaluation procedures contained in Article 20.

D. Such teacher who is interested in obtaining insurance benefits must opt for the insurance benefits offered by STRS or such other appropriate state teachers' retirement system and, therefore, is ineligible for district-provided insurance benefits (Article 16 —Fringe Benefits/Insurance). Such teacher is not eligible to receive any severance payment upon leaving employment with the district (Article 12 — Severance Pay).

E. For purposes of reduction in force (Article 9 — Teaching Conditions), such teacher shall begin with zero (0) years seniority in the district. For purposes of sick leave (Article 11), such teacher shall be considered a beginning employee and start with zero (0) days of sick leave accumulation.

F. This Article applies to all newly re-employed teachers and to those re-employed prior to the effective date of this agreement upon expiration of their current limited contracts.

ARTICLE 9. — TEACHING CONDITIONS

A. Calendar

1. The Eaton Classroom Teachers Association shall be consulted as an advisory organization for drawing up the school calendar. The Association President shall meet with the Superintendent prior to December 15th of each year to share staff interest related to the school calendar.

2. One-hundred eighty-three (183) days shall be scheduled for the teachers' contractual year of which one-hundred eighty days (180) are student days.

3. The three (3) extra days for bargaining unit members will be used for general staff meetings, building staff meetings, in-service programs, room preparation, and general planning. Two (2) of these days will occur before the student school year. Specifically, the first half day will be dedicated to preparing classrooms. Bargaining unit members will spend the remainder of the day facilitating open house. The second day will be dedicated to district and/or building level activities. All bargaining unit members must attend all hours scheduled for his or her building's open house.

   Open house will be staggered to allow High School/Middle School teachers time to attend Elementary open house and to allow Elementary teachers time to attend High School/Middle School open house.

4. In the event of an amended calendar requiring an extension of the school year beyond the originally scheduled closing date, up to ten percent (10%) of the staff on a first-come, first- served basis shall be granted leave of absence without pay, if they so request.

B. Professional Development

There shall be at least two (2) in-service days per year that are not considered student days under state law or the equivalent amount of time throughout such year as directed by the Board of Education. The purpose of this time is to foster educational awareness and growth for each individual teacher, in accordance with district-wide goals and objectives. The District Professional Development Committee will plan meaningful professional development.

The District Professional Development Committee will consist of two (2) representatives from each building and District Curriculum leaders. The committee shall develop a tentative plan and building level schedule for the following school year by the last day of the current school year.

C. Plan Time

Teachers will have no less than 40 consecutive scheduled minutes of plan time daily, unless otherwise agreed upon with the teacher.

D. Substitution During Non-Classroom Period

1. Teachers/Counselors may substitute during a non-classroom period for another teacher if approved by the principal. Mutual agreement and arrangement between teachers/counselors to allow for substitution shall not be cause for compensation.

2. In emergencies, teachers/counselors may be required to serve as substitutes during their normal conference periods.

3. In assigning teachers/counselors to emergency substitute service, principals shall consider the nature of the duties, the teaching qualifications of available staff, and the date of the most recent of the previous emergency assignment. A rotational list of those covering classes shall be maintained, and to the extent that is educationally feasible to do so, assignments shall be made in turn from this list.

   a. Compensation will be the base x .00062973 each year rounded up in quarter hour increments.

      2026-2027 $28.58/hour
      2027-2028 $29.15/hour
      2028-2029 $29.81/hour

   b. If for any reason of extended illness and lack of outside substitutes when substitute agreement would extend beyond sixty (60) school days, the

classroom teachers/counselors would receive a portion of their regular salary daily.

4. Building principals shall maintain an accurate record of all teachers/counselors who substitute and the hours accumulated. Payment for such substitute service shall be on a biweekly basis.

E. Notification of Vacancies

1. After building reassignments and involuntary transfers have occurred, remaining open positions shall be internally posted. The Superintendent shall send to the ECTA President notification of any vacancy that the Board intends to fill in an existing position, summer school, home instruction, tutoring, or any newly created bargaining unit position in the Eaton Community School District.

   Administrative positions that become vacant and/or newly created administrative positions shall be posted but shall not be subject to the remainder of the requirements of this position.

2. Vacancies shall be posted via email.

3. Notices of vacancies shall include the following information:

   a. Position(s) available.

   b. Requirements for job.

   c. Deadline for application.

   d. Effective starting date.

   e. Any additional pertinent information.

4. Teachers requesting consideration for any position posted, shall submit a written request to the Superintendent or designee. The Superintendent or designee shall acknowledge the receipt of the teacher's request prior to the start of the interviewing process.

5. No vacancy shall be filled except on a temporary basis, without allowing seven (7) calendar days as a posting period time for, teachers to apply for and be interviewed by the principal. This does not apply to building reassignments or involuntary transfers.

6. If no staff member holds proper certification (license), the position may be filled at the discretion of the Superintendent.

F. Assignment and Transfer

1. The assignment of staff members and their transfer to positions in the various buildings of the district shall be made by the Superintendent on the basis for the following criteria:

    a. Contributions which staff member could make to students and staff in new position.

    b. Qualifications of staff member compared to those of outside candidate(s) (both for position to be vacated and new position).

    c. Opportunity for professional growth.

    d. Desire of staff member regarding assignment or transfer.

    e. Length of service.

2. The building principals shall assign specific tasks to the teachers. No teacher will be assigned any teaching duties for which the teacher is not certified (licensed), except as permitted by the Ohio Revised Code. If possible, a teacher should be assigned in the major field of preparation.

G. Voluntary Transfer and/or Reassignment

1. A teacher may request a transfer or reassignment at any time during the school year. Written requests for such change shall be submitted to the building principal.

2. Upon request, the principal shall schedule a meeting with the teacher to further discuss the transfer or reassignment.

H. Involuntary Transfer and/or Reassignment

1. Involuntary Transfer: If the administration decides to do an involuntary transfer for the following school year, the following steps will occur:

    a. The Superintendent will communicate the need for the transfer to the teacher.

    b. Upon request, the Superintendent shall provide the teacher with written reasons as to why the change would be beneficial to the school system.

    c. A meeting between the teacher, the receiving principal, and Superintendent will occur to discuss a plan of action. The teacher can also request a representative of ECTA to be present at the conference.

    d. No teacher shall be assigned to an area outside of their areas of licensure, except as permitted by the Ohio Revised Code.

2. Reassignment: Beginning in February of each school year, building principals may reassign teachers in their building to teach any subject within the teacher's area of licensure. The reassignment shall be for the following school year.

I. Separation - Contract Termination

1. Each teacher employed on a limited contract is deemed re-employed for the succeeding year unless given written notice by the Board to the contrary in accordance with Section 3319.11 and 3319.111, *Ohio Revised Code.*

2. If the administration is going to recommend the non-renewal of a regular limited contract of a teacher, except in unusual circumstances, the teacher will be notified by the Superintendent of his/her intended recommendation no later than May 15. The Superintendent will meet with the teacher to discuss the basis for his recommendation if the teacher requests a meeting with the Superintendent in writing. This meeting shall take place within five days of being notified prior to the Board meeting at which the Board votes on the Superintendent's recommendation.

3. If the Superintendent recommends the non-renewal of a teacher's contract, the teacher will be permitted to address the Board in executive session and state his/her position as to why the Board should not follow the Superintendent's recommendation. The teacher may be accompanied by a representative of his/her choice at the meeting with the Board and/or Superintendent.

4. It is agreed that the nonrenewal procedure contained in this position shall supersede and replace the procedure set forth in 3319.11 and 3319.111 of the *Ohio Revised Code* to the extent that this provision is in conflict with 3319.11 and 3319.111 of the *Ohio Revised Code,* this provision shall be controlling.

5. If the Board of Education initiates action to terminate the limited contract of a teacher during its term or takes action to terminate a continuing contract, then in either such event, the provisions of 3319.16 and 3319.161 of the *Ohio Revised Code* will be utilized. Written notice of intent to terminate shall be given to the teacher and such notice will call a teacher's attention to the ten-day period to request a hearing.

J. Personnel Files

1. The official personnel file of a teacher shall be maintained at the Treasurer's Office.

2. Upon request to the Superintendent or building principal, each teacher shall have the right to review the contents of his/her personnel file, excepting any confidential references given at the time of employment. At the teacher's request, a representative of the ECTA may accompany the teacher in such review. The review shall be made in the presence of the person responsible for the safekeeping of the file.

3. A copy of any derogatory material shall be given to a teacher prior to its placement in the official file. The teacher shall sign the material indicating that a copy has been provided to him/her. If the teacher refuses to sign the material, it will be noted and placed in the file.

4. A teacher shall have the right to answer in writing any complaints or reprimands found in the file and such answers shall be attached to the item and reviewed by the Superintendent or his designee.

5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the teacher's personnel file. These files shall not be used in any transfer, assignment, or promotion process, nor shall such files be used in any recommendation for re-employment or recommendation for other employment.

6. No anonymous material/complaints shall be placed into an employee's personnel file or be made a matter of record.

K. Reduction of Staff

1. When, in the judgment of the Board, it becomes necessary to reduce a bargaining unit position because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of school, or territorial changes affecting the district, grade or curricular reorganization, or for financial reasons, such reduction will be made by non-renewal or suspension of contracts in accordance with the following procedure. At a meeting with the superintendent, the union president and the affected bargaining unit member will be provided written notice at least thirty (30) calendar days prior to the Board action to reduce a bargaining unit position.

2. Reductions will first be made through attrition when practical. If the Board effects staff reduction of continuing or limited contracts by suspending bargaining unit members' contracts, such contract suspension shall comply with Section 3319.17 of the Ohio Revised Code. The Superintendent of Schools shall, within each teaching field affected, give first preference to bargaining unit members who currently hold continuing contracts and whose summative rating is the highest and has the greatest District seniority; second preference will be given to bargaining unit members with limited contracts and whose summative rating is the highest and has the greatest District seniority. For example, reduction order will be limited contract/ineffective, continuing contract/ineffective, limited contract/developing, continuing contract/developing, etc.

3. If the Board effects staff reduction by non-renewal of bargaining unit members' contracts, such contract non-renewals will be made on a system-wide basis in accordance with the following procedure:

   a. Non-renewal of contracts shall first occur to limited contract bargaining unit members by certificated (licensed) area whose teaching performance rating

on his/her summative evaluation is "Ineffective" and in reverse order of District seniority.

b. Certificated (licensed) areas must be on record in bargaining unit member's personnel file by January 15 of any school year.

c. The Board's seniority list will be presented to the Association by February 1. The Association will return the list back to the Board with any changes by February 15.

4. Displacement Rights

Any bargaining unit member displaced from his/her current teaching assignment may displace the least senior bargaining unit member in another teaching field. In order for a bargaining unit member's area(s) of certification to be considered, that bargaining unit member's certificate (license)(s) showing such area(s) must be in the bargaining unit member's official personnel file as set forth above. The bargaining unit member exercising displacement rights may only do so in the field(s) in which he/she holds a certificate (license). Each affected bargaining unit member must exercise his/her displacement rights by providing written notification to the superintendent and to the association president within five (5) business days of receiving a notice to reduce a bargaining unit position or a notification of displacement.

5. Seniority

When used in this section, seniority is defined as years of continuous employment within the school district excluding substitute experience. Continuous employment shall include all time on sick leave, all time on Board-approved leaves of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension or non-renewal for reduction in teaching staff reasons if the bargaining unit member is reinstated. A minimum of 120 days of paid status in a school year equals one year for seniority purposes. Where seniority among two (2) or more affected bargaining unit members is equal under this definition, preference shall be given in priority as follows:

a. Total number of years of teaching experience.

b. Date of hire by Board of Education.

c. Amount of training in subject areas or field, i.e. the number of college credits beyond the Bachelor's Degree.

d. Additional ties in seniority will be broken by lot.

6. Recall Rights

Bargaining unit members whose contracts have been suspended or non-renewed because of a reduction in force reasons shall have rights to recall as follows:

a. Recall rights shall be limited to thirty-six (36) months.

b. Bargaining unit members whose contracts were non-renewed or suspended shall be recalled to a vacancy in the inverse order of non-renewal or suspension as positions become available in their area of certification at the time of recall. Bargaining unit members must notify the district of any changes in their area of certification (license).

c. A bargaining unit member notified of recall to a position may turn down the first offered position, allowing the Superintendent to offer said position to the next person on the recall list who is qualified to fill said position. The person making the turndown would retain his/her position on the recall list. If bargaining unit member refuses recall to another position, said bargaining unit member's name shall be removed from the recall list.

d. Bargaining unit members on recall status shall have the responsibility for keeping the Superintendent informed of their current address, name change, and telephone number. Notification of recall shall be by certified mail at the bargaining unit member's last known address. Failure to contact the Superintendent to accept such recall within ten (10) calendar days of the date of such mailing shall remove the bargaining unit members from the recall list.

e. Bargaining unit members whose teaching performance rating on his/her summative evaluation resulted in a rating of "Ineffective" will not be subject to recall.

7. Notice of Contract Suspension:

No bargaining unit member covered hereunder shall have his/her contract suspended unless the affected bargaining unit member has been given at least a ten (10) business day notice prior to the Board action.

8. Nothing contained herein shall abridge the Board's right to non-renew a limited contract teacher for reasons other than a reduction in force as long as said non-renewal is in accordance with Article 9, subparagraph I of this contract.

L. Class Size and Class Load

It shall be the goal of the Board and Administration to establish and maintain the most favorable class size possible, consistent with the financial condition of the school district, state minimum standards and the availability of teaching space.

Class size shall be adjusted as equitable as possible within each school building.

When assigning special needs students to classes, the principal, intervention specialist and regular education grade level teachers will discuss the most appropriate schedule. The principal will be responsible for making the decision.

M. Health & Safety

The Board has the responsibility to provide a safe and healthy workplace for all bargaining unit members. Bargaining unit members shall not be required to work in unsafe or hazardous conditions or be required to perform tasks which could endanger their health or well-being.

N. Student Teachers/Resident Educators

Student teachers are permitted to conduct instruction in their assigned classrooms under the supervision of the cooperating teacher or another certified teacher. All teachers who supervise student teachers must be at least "skilled." Cooperating teachers/mentors for resident educators shall have resident educator mentor training and at least three (3) years full time teaching experience. Student teachers shall not be used as a substitute.

O. Eaton Local Professional Development Committee

The Eaton LPDC (ELPDC) shall review and approve Individual Professional Development Plan (IPDP) proposals by teachers and administrators based on the format and program established by the ELPDC. Each educator who desires to fulfill the license renewal is responsible for the design of an IPDP, subject to approval of the ELPDC. The plan shall be based on the needs of the educator, the students, the school, and the district.

1. ELPDC Membership

The ELPDC shall be comprised of seven (7) members. Four (4) members shall be teachers and three (3) members will be from the administrative team. When the committee is considering the plan of an administrator, treasurer, or other school business official, the number of teacher committee members will be reduced by two (2). The members of the committee who are teachers, will determine which two members will temporarily leave the committee. If the administrator who submits a plan is a member of the ELPDC, he/she will be replaced for the purposes of considering his/her plan only, by an administrator to be named by the Superintendent.

2. Appointment, Terms, Stipend

The four (4) teacher members shall be appointed as per the ECTA Constitution and By-Laws. The administrative team members will be appointed by the Superintendent. The LPDC teacher members will serve rotating terms as per the ECTA Constitution and the By-Laws. The administrative members will also serve rotating terms.

Compensation for all ELPDC teacher members shall be as following: Chairperson shall receive a six hundred-dollar ($600) stipend per year plus the meeting rate for each LPDC meeting (see Article 17 Paragraph D2). The remaining teacher members shall receive a two hundred-dollar ($200) stipend per year plus the meeting rate for each LPDC meeting (see Article 17 Paragraph D2).

3. Operating Procedures

Members of the ELPDC shall elect a Chairperson from the teacher members at the last meeting of the academic year. Additionally, the ELPDC will determine its operating procedures and meeting schedule by consensus. Meetings shall be held to keep District costs at a minimum. Where consensus is not possible, a vote of a simple majority of the full membership of the ELPDC will be required. A quorum will consist of five (5) members present.

4. Appeals

An educator may request a written explanation of the decision of the ELPDC and may appeal the decision to the Preble County Consortium LPDC. The PCCSLPDC is currently not active, however the PCCSLPDC will reconvene as an appeal board when necessary. The approval or disapproval of an IPDP plan is not subject to the grievance procedure.

a. Teacher members of the PCCSLPC from the Eaton Community School District will be appointed in accordance with the Constitution and By-Laws of the Association.

b. Compensation for all Eaton teacher members of the PCCSLPDC will be consistent with the Home Instruction rate as defined in this negotiated Agreement, for PCCSL PDC meetings outside the school day. Release time shall be used as needed, with the approval of the Superintendent.

P. Teacher's Professional Rights and Responsibilities

As employees of the Board of Education, teachers have accepted the responsibility to carry out the educational program and to abide by all negotiated agreements and other applicable policies, rules and regulations of the Board of Education.

1. Teachers are assigned to the building by the Superintendent. They are assigned to the classroom and subject matter area by the building principal. Changes in assignment are governed by negotiated policy.

2. Teachers shall arrive at their building thirty (30) minutes prior to the beginning of the instructional day and shall remain in the building until the school buses leave the building premises.

3. Teachers may detain pupils after the closing of school for a reasonable time for special help or for disciplinary reasons. If such child rides a bus to school, parents

must be notified, and if necessary, the holding of the child may have to be delayed to the following school day.

4. Teachers shall attend regular and special staff meetings unless excused by the building principal. Teachers will be provided with five (5) school days notice, prior to the staff meeting, which indicates start and end time except for emergency meetings.

5. Teachers are encouraged to participate in the supervision of extracurricular activities. Specific assignments may be requested by the building principal and/or the Superintendent.

6. All teachers must furnish an up-to-date credential file to the Superintendent of Schools before any teaching contract becomes operative.

7. Teachers are held responsible for the supervision of their assigned pupils and the maintaining of discipline throughout the building. When necessary, teachers may be assigned to supervise school functions and other student groups as deemed necessary to maintain pupil discipline.

8. Teachers shall keep accurate records and make reports as are required by the Administration.

Q. Every Student Succeeds Act

If, during the term of the Agreement, the Board is required to implement an action (s)/decision(s)/grant provision(s) in order to comply with the Every Student Succeeds Act of 2015, Pub L. No. 114-95, then the Superintendent shall meet with the ECTA President to obtain Association input prior to taking any action which might effect wages, hours, terms and conditions of employment of members. The Board and Association shall bargain the effects of any such action(s)/decision(s)/grant provision(s).

If the parties are unable to reach tentative agreement during such in-term bargaining under this Section within fifteen (15) days of the first bargaining session, either party may submit the issue(s) to expedited total package final offer binding arbitration in accordance with the procedures stated in Article 13 of this Agreement. No arbitration decision rendered pursuant to this Section of the Agreement may directly or indirectly cause the Board to be non-compliant, in whole or in part, with the E.S.S.A. The initial bargaining session shall be held within five (5) days of the written notice to bargain submitted by either party.

Should a dispute arise over whether or not bargaining is required under this Section of the Agreement, the dispute shall be submitted to final and binding expedited arbitration under the rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

R. Activity Pass

An activity pass will be provided to each unit member. An activity pass plus one will be provided to any unit member who agrees to volunteer at a school sponsored activity. Supplemental contract holders will receive an activity pass plus one pass.

The Board of Education Acknowledges the remote instructional learning strategies utilized by Eaton Community Schools during the 2020-2021 school year did not serve as precedent setting.

In the event a public health emergency is declared at the local, state, or national level, the Eaton Community School Board of Education, in conjunction with the ECTA, as time permits, will explore all available remote learning strategies, with simultaneously teaching in person and remotely as a last resort.

Ultimately, it is the duty and legal responsibility of the Board of Education to make final decisions. The Board's decision to select a specific remote learning option is not grievable.

ARTICLE 10. — SALARY

A. The parties adopt the salary schedule as set forth in Addendum A.

B. Determination of Salary Placement

1. The following criteria shall determine placement on the salary schedule:

   a. Highest degree earned.

   b. Additional hours above degree.

   c. Full credit for military service, limited, however, to five (5) years of credit for pre-teaching military service.

   d. Up to ten (10) years service credit and the appropriate academic training level in accordance with Section 3317.13 of the Ohio Revised Code.

2. A year shall be defined as any experience of one hundred and twenty (120) days or more. Teachers who have taught either as part-time personnel or as temporary personnel in either the Eaton Community School District or in another accredited school shall have all such time computed for purposes of placement subject to the aforementioned one hundred twenty (120) day minimum per year.

3. When a teacher becomes eligible for placement on a different column on the salary schedule due to additional education, that teacher shall be moved to that position at the beginning of the next pay period following receipt of the verifying documentation. Verification of additional training shall be given to the Treasurer and placed in the personnel file. Changes in pay status shall be made retroactive to the proof of date of application for official transcript. Coursework must be from a

college/university accredited through the Ohio Department of Education and Workforce.

C. Hourly Rate

1. For purposes of reimbursement for home instruction approved by the Board of Education, the hourly rate will be the base x .00052478.

2026-2027	$23.82/hour
2027-2028	$24.30/hour
2028-2029	$24.84/hour

2. For reimbursement of approved programs, the teachers will submit their hours to the appropriate administrator bi-weekly on the appropriate form and will receive their check for the work accomplished to that date on the next pay day.

ARTICLE 11. — LEAVES OF ABSENCE

A. Sick Leave

Each member of the bargaining unit shall be entitled to sick leave of one and one quarter (1-1/4) days with pay for each completed month of service to a maximum of fifteen (15) days per year. Sick leave may be taken on one-half day or full day segments.

The unused portion of sick leave is subject to accumulation as follows: 250 days. Certified (licensed) employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates employment prior to the completion of the current contract year.

A member of the bargaining unit who is on sick leave shall continue to accumulate sick leave pursuant to this provision while on a sick leave of absence. Bargaining unit members shall qualify for sick leave absences with full pay for any of the following reasons:

1. Personal illness

2. Personal illness caused by pregnancy

3. Injury (personal)

4. Exposure to contagious disease which could be communicated to others; or

5. A reasonable number of days for absence due to illness, injury or death in the employee's immediate family. Immediate family for the purposes of this provision is defined as husband, wife, children, parents, spouse's parents, and any relative living in the employee's household. In addition, if approved by the Superintendent, or designee, sick leave may be used for the illness or injury of a close friend or other relative not covered by this provision.

6. A reasonable number of sick leave days may also be used for death in the employee's immediate family which for this provision also includes siblings, siblings-in-law, grandchildren, grandparents, children-in-law and aunts, uncles, cousins and members of the same household. In addition, if approved by the Superintendent, or designee, sick leave may be used to attend the funeral of a close friend, other relative, student or parent of student not covered by this provision.

7. Sick leave requests shall be submitted in the Leave Management System. Bargaining unit members must identify the reason for their use of sick leave in the Leave Management System, including the relevant family member, if applicable. If an employee does not submit their sick request in the Leave Management System within three (3) days of the beginning of their sick leave, their sick leave will not be processed in that week's payroll.

8. After five (5) days absent, the administration may request the name and address of the attending physician along with the following from such physician: An explanation of the general nature of the illness and an estimated date of return to work.

9. Sick leave is not to be used as personal time or vacation time. The District maintains the right to investigate any request for sick leave use and any abuse or excessive use of sick leave.

B. Professional Leave

1. The Board recognizes and encourages professional growth. Upon the recommendation of the Superintendent, teachers may be released from duty to attend professional conferences and other professional meetings.

2. Pursuant to the provisions of Section 3313.20 of the *Ohio Revised Code,* any certificated (licensed) employee may receive compensation and expenses for day(s) excused by the Superintendent or the Superintendent's designee for the purpose of attending professional meetings. Professional meetings shall include, but not be limited to area, state, or national conventions, conferences, workshops and seminars or required visitations, which are designed for the improvement of instruction or management of the school district.

3. The teacher shall submit the request at least one week in advance of the absence, a notification of intent to use professional leave. Responses shall be received within three school days. If the request is denied, the reasons for disapproval shall be included in the response. If the request for professional meeting leave is denied, the teacher, upon request, shall be entitled to a conference with the Superintendent.

4. ECTA representatives elected to attend affiliate organizations' representative assemblies and ECTA members elected to district, state or national offices, committees, commissions or appointed to same, may be granted professional leave for days requested.

5. The Board shall pay both the teacher and the substitute for approved absence for professional leave.

6. Not more than ten percent (10%) of the entire teaching staff may be on professional leave at the same time, unless required by the District.

C. Personal/Emergency Leave

All teachers shall be granted three (3) unrestricted days of personal/emergency leave per year. These days are not cumulative. Teachers may use leave in half-day segments.

Requests for personal leave shall be made in advance to the teacher's building principal and the Superintendent in the Leave Management System. Personal leave is not approved until approved in the Leave Management System. Personal leave may be denied based on operational needs.

Except in extreme cases, personal/emergency leave shall not be used on the first or last day of school or the day preceding or following a school holiday.

In the event of an emergency making it impossible for a teacher to give one (1) day's advance notice by the electronic system available to teachers of the need to use personal leave, the member may use personal leave provided he/she notifies the building administrator by telephone and completes the request for emergency leave in the Leave Management System as soon as possible.

Restrictive Clause

During the months of April, May, and June, the maximum number of bargaining unit members who may use personal leave on any one day is five (5). Additional bargaining unit members, beyond five (5), may be granted the use of personal leave with prior approval of the Superintendent. This restriction does not apply to the use of emergency leave.

INCENTIVE

Any bargaining unit member who uses zero (0) personal days shall choose one of the following options —

- $300, or

- Have the three (3) personal leave days converted to one (1) day of earned severance. Earned severance is in addition to regular severance. Regular severance is that received by the employee as a result of accumulated sick leave.

Any bargaining unit member who uses one-half (1/2) to one (1) personal day shall receive $200.

Any bargaining unit member qualifying for one of these options must select which option he/she chooses and submit on the approved form to the Treasurer by June 10. Failure to

meet this date will result in forfeiture of the incentive. The incentive shall be paid on the July 30th payroll.

The Treasurer will maintain the records for use of the incentive.

D. Jury and Witness Duty

1. Teachers selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid the difference between the court payment and the regular salary received by such person.

2. Teachers subpoenaed as a witness in court on a school related matter shall, except in situations where they are party litigant or a witness against the Board, and not subpoenaed by the Board, be paid their regular teacher's salary and shall remit their witness or juror fees to the Board Treasurer within seventy-two hours of receipt of same.

3. Teachers receiving a summons or subpoena set forth above must present same to their principal within seventy-two hours of receipt of same to be eligible for the payment of any fees received pursuant to jury or witness duty, except that which is paid specifically for expenses incurred for rendering a jury or witness service, shall remit such through the Treasurer within three (3) days of receipt of same.

E. Maternity Leave

1. The Board shall grant a leave of absence without pay for disability caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, hereinafter referred to as maternity.

2. Teachers shall have the option of using sick leave, if disability causes the need for such time off and/or maternity leave for maternity purposes.

3. At any time during pregnancy or after delivery that the teacher on the advice of her physician, wishes to begin maternity leave, she shall send a letter to the Superintendent requesting maternity leave and state the desired effective date of such leave.

4. The continued contractual status of any such employee shall not be affected adversely by such leave of absence. The annual increment shall be granted for any year in which the teacher on maternity leave has taught for at least one hundred twenty (120) days.

5. If the teacher desires reinstatement prior to the expiration of maternity leave, a written request shall be submitted to the Superintendent at least thirty (30) days prior to the date on which reinstatement is desired. The teacher shall furnish a statement from her physician indicating her ability to return to regular duty. Early return shall be permitted to the extent that it does not abrogate other contractual obligations of the school district.

6. A teacher returning from leave shall be returned to her original position, but shall be subject to reassignment in the same manner and to the same extent as other members of the bargaining unit.

F. Military Leave

Leave of absence for military purposes will be granted in accordance with Section 3319.14 of the *Ohio Revised Code.*

G. Leave of Absence Without Pay

1. Upon the request of a teacher, the Board may grant a leave of absence without pay for a period of not more than one (1) school year for educational or professional or other purposes and shall grant said leave where illness or other disability is the reason for the request. Upon subsequent requests, such leave may be renewed by the Board.

2. The request shall state the reason for the required leave, the date the leave is to begin and the date the leave is to end.

3. A teacher may be required by the Board to provide adequate medical documentation if the reason for the leave request is illness or other disability.

4. Persons returning from leaves of absence are subject to assignment by the Superintendent to a position within their area of certification.

5. he granting of a leave of absence shall not extend a limited contract past its term.

6. The teacher on leave shall advise the Superintendent in writing no later than April 1 of his/her intention to return to regular assignment the following school year.

7. The Board shall continue to carry on payroll records, teachers who are on leave pursuant to this provision for the purpose of group term life, hospitalization or major medical insurance. The teacher on leave wishing to continue said coverage while on leave shall pay the full cost of said premiums through the leave term. Payment to the Treasurer shall be made thirty (30) days in advance of the premium due date.

H. Assault Leave

The Eaton Board of Education shall provide assault leave for teachers who are absent due to any physical disability resulting from an assault which occurs while the employee is on regular or special assignment during the course of Board employment. Such leave will not cause any loss in pay, nor be charged against sick leave accumulated by the employee.

In case of more than five (5) days of continuous absence, medical verification for the extended absence shall be provided. Assault leave shall be limited to no more than 60 days of absence.

In the event of a serious physical threat or imminent threat to substantial property, a teacher may use leave under this article for up to three (3) days. Leave used beyond three days (under this paragraph) must qualify under other leave benefit terms addressed elsewhere in this Agreement.

In the event it is necessary for a member to secure a protective order resulting from an identifiable event related to the Member's employment with the District, a Member may use up to two (2) days leave under this article. Leave used beyond two days for this purpose may be granted in the sole discretion of the Superintendent. Any additional leave used must qualify under other leave benefit terms addressed elsewhere in this Agreement.

Teachers who use leave under this article shall complete the appropriate form.

I. Child Care Leave

1. Upon request, the Board shall grant child care leave for an employee to care for a newly born infant and for the adoption of a child, for a period of up to twelve (12) months or for the remainder of the individual's contract, whichever is less. The leave shall be without pay, without accrual of sick leave, personal leave, or vacation time, and without insurance benefits except that the employee on leave shall be given the opportunity to remain on the group insurance plan, provided he/she pays to the Treasurer (in advance each month) the premium for that insurance he/she wishes to maintain.

2. Persons returning from such leave are subject to assignment to a position equal to that they held prior to going on such leave.

3. If an employee wishes to purchase retirement credit for the period of time he/she is on this unpaid leave, he/she shall pay his/her portion of the retirement.

J. Sick Leave Bank

Each certificated (licensed) staff member will have the opportunity to contribute one day of their accumulated sick leave to the sick leave bank at the beginning of each school year. Additional donations may be made by each certificated (licensed) staff member upon the agreement of the sick leave bank committee. Only contributors can draw from the bank.

1. Composition of Sick Leave Bank Committee

   a. Three (3) ECTA members, one (1) of whom shall co-chair; two (2) representatives selected by the Superintendent, one (1) of whom shall be co-chair.

2. Operation of the Bank

   a. To be determined by the Sick Leave Bank Committee. Sick bank distribution decisions made by the committee shall only be made for catastrophic or severe situations.

K. Family Medical Leave

The employees and Board shall have whatever rights, duties, discretion and responsibilities as are set forth in the *Family and* Medical *Leave Act of 1993 (29 U.S. C. Sec. 2601, et. seq.*) as is or may be amended.

1. Family medical leave may be taken by eligible employees (employees who have worked for the Eaton Community Schools for at least 12 months and at least 1,250 hours) for up to twelve (12) weeks as unpaid leave in a twelve (12) month period. The employee is entitled to job protection and continued group health insurance coverage. Leave may be taken in order for the employee to care for a newborn child, to recover from certain personal illnesses, or to care for an ill family member, in accordance with the following provisions:

   a. For purposes of determining the twelve (12) month period|| in which an eligible employee is entitled to twelve (12) weeks of leave, said twelve-month period shall be a rolling twelve-month measured backward from the date an employee uses any leave under Family Medical Leave, except that such leave shall not extend back before an employee's effective date of leave.

   b. An employee who takes leave under Family Medical Leave and who wishes to continue participating in group insurance programs must state such intention along with his/her written request for leave of absence. Such employee may continue to participate in the Board's Insurance program(s) and, upon expiration of the Family Medical Leave, the employee may continue insurance coverage. Premium payments in either circumstance shall be made in accordance with one of the provisions of §825.210 (c), items (1) through (5), of the Family Medical Leave Act of 1993 as outlined below:

      1) Payment would be due at the same time as it would be made by payroll deductions;

      2) Payment would be due on the same schedule as payments are made under COBRA;

      3) (3) Payment would be prepaid pursuant to a cafeteria plan at the employee's option;

      4) (4) The employer's existing rules for payment by employees on leave without pay would be followed, provided that such rules do not require prepayment, (i.e., except as is now required for each month's prior payment of premiums that will become due during a period of Family Medical Act Leave; or

      5) Another system voluntarily agreed to between the employer and employee, which may include pre-payment of premiums (e.g.,

through increased payroll deductions when the need for the FMLA Leave is foreseeable).

c. An employee on leave under Family Medical Leave due to his/her own serious health condition which made the employee unable to perform his/her duties may not return to work without furnishing a certification from the employee's health care provider that the employee is able to resume work.

d. An employee on leave under Family Medical Leave shall, at not less than 14-day intervals, report to the Personnel Office the employee's status and intent to return to work.

e. Upon expiration of Family Medical Leave, the employee shall be assigned to the same position held before taking the leave, if the position is available; if not, he/she will be assigned to a similar position. An employee who does not return to work upon expiration of Family Medical Leave shall have his/her employment terminated, unless said employee has other approved leave, or is deemed to be disabled according to STRS rules.

f. All sick leave used for pregnancy and/or recovery from childbirth, all maternity and/or child care leave used, and all other sick leave taken in the rolling year may be counted against the amount of leave under Family Medical Leave the employee is entitled to receive, but such provision shall not be construed as to diminish the full benefits of any contractual provisions within the Negotiated Agreement or to change the availability of other unpaid leave provisions within the Agreement.

g. The form used for certification of Family Medical Leave shall be the Department of Labor Optional Form WH-380 (dated June, 1993).

2. Any questions concerning the Family Medical Leave not covered in this section of the *Negotiated Agreement* shall be governed by provisions in the relevant sections of the *Family Medical Leave Act of 1993* or as amended.

Provisions of this section superseded by amendments to the Family Medical Leave Act of 1993 may be the subject of negotiations by the parties.

ARTICLE 12. — SEVERANCE PAY

Upon retirement from teaching, severance pay will be granted the teaching (properly certificated (licensed)) personnel of the Eaton Community Schools upon meeting the following guidelines:

A. Notice of the official retirement shall be received in the Treasurer's Office from the State Teachers' Retirement System.

B. The teacher's resignation noting retirement has been received in the Treasurer's Office. This means the teacher must be a member of the Eaton Community School staff at the

time of retirement. The amount of severance pay will be based on the following guidelines:

1. Teacher's regular contracted total salary at the time of retirement not including supplemental contract salary(ies)

2. The value of one (1) day's pay to be calculated by dividing the teacher's regular total salary by the total number of days in the regular school year.

3. Thirty percent (30%) of the total days accumulated sick leave up to a maximum of 250 days shall be granted.

4. In the event of the death of a teacher who at the time of death was eligible for severance pay under this provision, the severance pay of the deceased teacher shall be paid to the estate of said teacher.

ARTICLE 13. — GRIEVANCE PROCEDURE

A. Definition - A Grievance is defined as a claim by a teacher or teachers or the Association that there has been a violation, misinterpretation, or misapplication of the negotiated Agreement.

B. Step I - Within 20 school days after the teacher knows or should have known of an event or condition that he/she considers a grievance, he/she shall present the alleged grievance to the lowest level where an administrator hearing the grievance would have the authority to resolve the grievance. Failure to file the grievance within twenty (20) school days of the occurrence of the event giving rise to the grievance shall constitute a waiver of the right to file a grievance. The grievant must state the Article of the contract that has been violated and the remedy which the grievant proposes. The administrator shall have five (5) school days to review the matter and to reply in writing to the teacher. A representative from the Association will be present at this level.

C. Step II - If the grievant is not satisfied with the written decisions of the administrator or if a written decision is not rendered in five (5) school days, the teacher may appeal within five (5) school days to the Superintendent, or request the Association to do so in his/her behalf.

Such appeal shall be accompanied by the signed form. The Superintendent shall call a meeting at the request of either party within five (5) school days and shall render a written decision within five (5) school days after the meeting.

D. Step III - If the grievant is not satisfied with the written decision of the Superintendent or if no decision is received within five (5) school days, the Association may appeal within fifteen (15) school days the grievance to binding arbitration.

1. The arbitrator shall be selected by the parties from a list submitted to them by the American Arbitration Association with the selection of the arbitrator being in

accordance with the voluntary rules and regulations of the American Arbitration Association.

2. The arbitrator shall have no power to alter, add to or subtract from the terms of agreement, nor to make any award which is inconsistent with the terms of the agreement or contrary to law. The decision of the arbitrator shall be binding on the grievant, the Association, and the Board.

3. The cost of the arbitrator services shall be shared equally by the Association and the Board. All expenses incurred by the representatives of the party shall be the responsibility of the party incurring the expense.

E. The Board of Education shall take action on the decision of the arbitrator at its next regularly scheduled meeting or at a date no later than twenty (20) school days after the Board's receipt of the arbitrator's award.

F. Miscellaneous — Grievances shall be filed at the lowest level where an administrator hearing the grievance would have the authority to resolve the grievance.

1. An aggrieved teacher or teachers of the Association may request additional representatives or counsel at any step.

2. All time limits are understood to be maximum time limits and all haste should be used in resolving the grievance.

3. Failure to appeal the decision to Step II or Step III of the grievance procedure within the time provided for appealing the decision to the next step shall constitute an acceptance of the decision of the administrator as the resolution of the grievance. Failure of the administrator to respond within the time limits provided herein, shall result in the grievance being automatically advanced to the next level.

G. The principles of progressive discipline shall be applied except when the severity of the offense merits moving to a higher level of discipline. The levels of progressive discipline include verbal reprimand, written reprimand, then suspension without pay for up to three (3) workdays, suspension without pay for four (4) to ten (10) workdays, then termination. (Note: The parties agree to meet to make the grievance procedure consistent between the two bargaining units and to streamline the language.)

H. If the grievance timeline extends past the last day of a school year, "school days" will become "weekdays", excluding holidays.

ARTICLE 14. — MISCELLANEOUS

A. Schooling for Dependents

1. Any teacher employed by the Eaton Community Schools who is a resident of Ohio, may either enroll a son, daughter, or other dependent (residing with said teacher)

or choose to have their child/ren follow a teaching parent for grades K¬12 in the Eaton Community Schools.

2. To be eligible for admission, the student must be in good standing in the school from which the student transfers, as determined by the Superintendent of the Eaton Community Schools.

B. Mileage

All teachers who use their personal car for school business shall receive mileage in accordance with the following guidelines:

1. Mileage shall be paid to teachers who, as a part of their contract, are required to travel between two or more buildings.

2. Mileage shall be paid for all activities approved by the administration, such as workshops, professional leave, conferences, school visitations, school business and school-related activities.

3. Mileage regulations for positions paid by state or federal agencies shall supersede this policy. Mileage reimbursement shall be the higher of the rates applicable.

4. The principal may authorize mileage as needed for transporting sick pupils to their homes during the day.

5. Rate of compensation for mileage shall be at the current IRS rate.

C. Association Membership

The Board and the ECTA encourage all teachers to join the United Teaching Profession by joining Eaton Classroom Teachers Association, Western Ohio Education

Association, Ohio Education Association, and the National Education Association.

The ECTA shall be responsible for conducting a membership drive in each building.

D. Academic Freedom

The Eaton Board of Education and the ECTA recognize the rights and responsibilities of teachers to instruct their classes and to use materials which best represent and describe the subject area. Many materials may be obtained from sources other than those purchased by the Board of Education. Teachers shall be familiar with materials to be used and should be aware of reviews concerning the material.

Teachers must use careful professional judgment in deciding what issues will be discussed in their classrooms and what materials will be used. The following criteria will apply:

1. The topic or material should be significant, or related to a persistent problem, so that the information acquired about it will be of continuing usefulness. Significant

issues are those which in general, concern considerable numbers of people and/or are under the consideration by the public.

2. The topic or material should be within the emotional, intellectual, and social capacities of the class.

3. There should be adequate and appropriate materials available which present all sides of the issue.

4. The issue should be of importance and interest to students.

5. The topic or material should be one which the teacher can handle from both a personal and academic point of view.

6. The topic or material should be one which is in harmony with the nature of the course of study.

In the event that any *citizen has a complaint or question* concerning material used in conjunction with a class, the following policy shall be used to handle such concerns:

1. If a citizen calls the Central Office, the Superintendent, or the building principal with a concern about material, the individual responding to the citizen shall get the name, address and phone number of the citizen and inform the citizen of the following:

    a. The teacher of the class.

    b. Times during the day when the teacher could be reached to answer any questions.

    c. That there exists a formal policy for reconsideration of material.

2. The teacher shall be promptly informed of any written complaint received by a principal and oral complaints if the principal considers the oral complaint worthy of further study.

3. If the citizen contacts the teacher, the teacher shall attempt to answer any questions the citizen may have and shall promptly inform the principal.

4. If the complaint is not resolved, the citizen will state his or her complaint in writing on the approved form.

5. A conference will then be held with the citizen, teacher, principal and additional resource person(s), if needed.

6. A review committee may be established by the administration that shall include the following persons and function as follows:

    a. The principal(s)/central administrator(s).

b. The department chairperson (if applicable).

c. Additional teacher(s).

d. The teacher whose material is being reviewed.

e. Community member(s)

f. All members of the review committee shall familiarize themselves with the material in question.

g. The administration may call a meeting of the members of the review committee, the teacher, and the citizen. During this meeting, the citizen shall inform the committee of any and all objections to the material. The teacher shall inform the committee of the use of the material, how it was received by the class, why it was chosen, whether choices of materials were given to the students and any other information requested by the review committee pertinent to the situation.

7. The review committee shall submit a recommendation to the superintendent for final decision.

E. Public Complaints About School Personnel

The following guidelines are to insure that a citizen's complaint is given respectful attention and that the integrity of the educational program is upheld. "Complaint" in this regulation will be restricted to meaning to that criticism of particular school employees by a citizen or student of the school district which includes or implies a demand for action by school authorities. Other comments and suggestions will be referred informally to affected personnel. Initial attempts to settle complaints should be made informally through personal, private conferences at the school level.

A complaint received by an individual Board member shall be referred to the Superintendent. The Superintendent will inform the supervisor or building principal of the complaint.

Complaints from the public will be directed to the staff member, principal of the school involved, supervisor or the Superintendent.

The building principal or supervisor will inform the staff member of the complaint directed toward him/her and offer him/her an opportunity to respond/settle the complaint. The administrator should offer assistance to the staff member. (It may be requested that complaints be presented in writing).

At the request of the complainant, or staff member, a meeting of the staff member, supervisor, principal, complainant and other appropriate personnel will be arranged at a mutually convenient time to discuss the complaint.[1]

If the complaint is not resolved as suggested above, either party may appeal to the Superintendent or his designee. (Any complaint which goes beyond the building level shall be reduced to writing specifying the nature of the complaint and a brief statement of the facts giving rise to it).

If still unresolved, a complaint may be appealed to the Board.

F. Teachers on Special Assignment (TOSA)

If the administration determines a teacher on special assignment or TOSA is necessary for a given year, the position will be posted pursuant to Article 9. In determining a TOSA role/position, the Board of Education agrees to consider class size in accordance with Article 9, Section L of the CBA. TOSAs are members of the bargaining unit and retain all of the contractual and other employment rights of bargaining members. TOSA positions will start at the beginning of the school year. Teachers working on special assignments can be removed from those special assignments but not terminated as teachers without due process. Upon leaving a special assignment, TOSAs will be reassigned to a position for which they are certified, subject to the reduction in force provisions of the Master Agreement. Teachers on special assignment shall be provided a workspace as determined by the administration.

Purpose/ Role

The purpose of teachers on special assignment is to support his/her professional growth. TOSAs shall not perform evaluative walkthroughs, informal observations, formal observations or evaluations, nor be asked to offer input in the evaluation of teachers pursuant to the evaluation set forth in this Collective Bargaining Agreement. Observations of teachers made by TOSAs, even if discussed with administrators, shall not be used to influence the evaluation process of the discussed teacher. TOSAs are to devote their assigned time to the performance of duties set forth in their job description. They may be asked to substitute for a classroom period if no other substitutes or building teachers are able to assist in covering a class. If this is done during a period the teacher is acting in a TOSA capacity, they will not receive additional compensation. If the teacher substitutes for a classroom period during the time designated as their planning period, they will be compensated as defined by the CBA.

Evaluation

The administration may develop an evaluation instrument to be used for teachers on special assignment. Each evaluation cycle will consist of two (2) thirty (30) minute discussions/conversations and one evaluation conference. The evaluation conference can

[1] A staff member may request, and be accompanied by, a representative of his/her choosing at any level of the complaint procedure

happen at the same time as the second discussion/conversation. It is the responsibility of the evaluatee to collect the data, artifacts, or records to be discussed during the thirty-minute discussions/conversations. The evaluator will also collect data for the discussion whenever possible. The Association would approve any specific evaluation instrument that the administration develops for TOSAs. The evaluation rating as a TOSA shall not affect their employment as a teacher to the extent that the TOSA duties are unrelated to teacher duties.

Teacher on Special Assignment (TOSA) Assignments

The administration can utilize TOSAs in areas that include but are not limited to Curriculum and Instruction, Discipline and Attendance (Dean of Students), Special Education, and Title Programs Coordinator/Assistant.

Compensation

Compensation will be the same as the teacher's placement on the salary schedule. Additional compensation in the form of extended school year days may be approved by the Board at the teachers per diem rate.

ARTICLE 15. — SAVINGS CLAUSE

A. In the event a provision of this Agreement is found contrary to federal, state, or local law, or valid rule or regulation adopted pursuant thereto as determined by a court of competent jurisdiction, then such provision shall be null and void. All other provisions of the agreement which are not found in conflict with any applicable federal, state or local law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect.

B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislation, or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet to negotiate the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 16. — FRINGE BENEFITS/INSURANCE

The Eaton Board of Education shall provide the following fringe benefits through and including July 31, 2025. The Board will notify the Association President within seven (7) days of its receipt from the insurance carrier of final premium quotes for the next year.

A. Hospitalization/Major Medical:

The Board will provide hospitalization and major medical insurance coverage with the Board paying 80% of the premium for the single and family core health care insurance plan. In addition, the Board of Education will make available one "high option" PPO Plan. If this option is taken by the bargaining unit member, the Board will contribute the same dollar amount towards the premium for that option that it would for core health care coverage. When the Board determines that it has to pay a penalty for offering any plan, that

plan will be discontinued and both parties will meet to negotiate insurance. The benefits available under the plans shall be those as outlined in the summary of insurance specifications currently on file in the District office. Such specifications are included into this Agreement. During the annual open enrollment period, the bargaining unit members will be able to switch to the other plan option.

1. The Board will give the Association President thirty (30) days prior notice before changing insurance carriers and will provide the Association President with the identity of the carrier and a copy of the plan the Board intends to change to for health insurance coverage.

2. The Board will provide each bargaining unit member enrolled in the basic health care insurance plan ("core plan") with an individual Health Reimbursement Account (HRA) which includes dental and vision. The Board will contribute up to five hundred ($500) for single coverage or one thousand ($1000) for family coverage each year until each individual account reaches the out-of-pocket maximum for single or family coverage.

B. Term Life Insurance:

1. The Board will provide $35,000 life insurance for each member of the bargaining unit and pay 100% of the premium for same.

C. Dental Insurance:

1. The current dental plan or equivalent and pay 90% of the single and family premium.

D. STRS Pick-Up Utilizing the Salary Reduction Method:

The Board shall designate each employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's mandatory State Teachers' Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.

2. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

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

4. Such salary reduction shall not result in a salary which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result with the employee contributing that portion which falls below such State minimum level.

E. 125 Plan

The Board of Education will make available to each member of the Association a 125 Plan. The plan will annuitize the medical insurance premium, medical expenses and dependent care. The Eaton Board of Education reserves the right to select and administer the plan in accordance with state and federal laws, rules, and regulations.

F. Insurance

A standing committee to study issues related to health insurance shall be formed in the district.

The committee shall use a collaborative approach in considering health insurance issues and shall reach all decisions on the basis of reaching a consensus. The goals and purpose of the committee shall be to: obtain a thorough knowledge of insurance programs, benefits and options, educate the membership(s), administration and board on insurance issues, be prepared to make recommendations to the bargaining teams, specifically on how to best achieve a balance between cost and coverage, and consider wellness programs. The committee shall consult with other individuals or organizations it deems appropriate in furtherance of its goals and purpose.

ARTICLE 17. — PROFESSIONAL REIMBURSEMENT/ COMPENSATION

A. Professional Reimbursement

The Board shall set aside twenty thousand dollars ($20,000) annually for the purposes of professional reimbursement for teachers. Reimbursement will be provided on a prorated basis the following fiscal year as defined below.

1. The fiscal year is defined as July 1 through June 30.

2. To be eligible for this reimbursement, teachers must submit their initial tuition reimbursement request to the Treasurer or designee before the first day of class.

3. To be eligible for reimbursement, teachers must have at least three (3) years total of teaching experience (August 1st following the third year of total teaching experience) with the Eaton Community School District before taking classes and must be employed on September 1st of the following fiscal year.

4. Teachers must submit proof of payment for course work, workshops, conferences, and proof of successful completion. No grade lower than a C will be reimbursed. Paperwork must be submitted no later than September 1st of the following year after completion of course, workshop, or conference. It is the teacher's responsibility to submit proper documentation in a timely manner.

5. Reimbursements will be made by September 30th of the following fiscal year in which the class is completed.

6. Teachers will be eligible for reimbursement for a maximum of three hundred ($300) for Individual Professional Development Plan course work, workshops, or conferences excluding district-required Professional Development. Effective August 1, 2021, teachers who receive this three-hundred ($300) for master's classes that apply to a teacher's maintenance of license will be eligible to receive his or her share of the balance of the fund on a three (3) tier allotment.

   - Tier 1— Initial $300
   - Tier 2 — Up to an additional $1,200*
   - Tier 3 — Up to 50% of remaining tuition*

   * Limited to the total annual set aside amount. If the annual set aside amount exceeds the requests, reimbursements will be prorated.

   In no situation will reimbursement exceed the amount of actual expenses incurred.

B. Licensure Renewal and Background Checks

The Board shall set aside funds annually for the purposes of licensure renewal and background checks.

1. Teachers will be eligible for reimbursement for a maximum of two hundred dollars ($200) for required background check & license renewal.

2. To be eligible for reimbursement, teachers must have at least three (3) years total of teaching experience (August 1st following the third year of teaching experience) with the Eaton Community School District before renewing their license and must be employed on September 1st of the following fiscal year. It is the teacher's responsibility to submit proper documentation in a timely manner.

3. Teachers must submit a receipt for background check and license renewal. Paperwork must be submitted no later than September 1st of the following year after completion of background check and/or license renewal.

4. Reimbursements will be made by September 30th of the following fiscal year.

C. College Credit Plus

Teachers who teach College Credit Plus Courses to Eaton Community Schools Students in the classroom of Eaton Community Schools will receive a stipend equal to $25.00 per the number of students who successfully complete and earn the CCP College Credit. The stipend will be paid upon the receipt of documentation from the institution awarding the CCP Credit. For example, if 25 students successfully complete an English CCP Course instructed by an Eaton High School Teacher, the teacher will receive $25.00 X 25 students = $625.00.

D. Compensation for Meetings Outside the Workday

Members of a District-wide committee facilitated by an administrator of the District shall be compensated for attending committee meetings that occur outside the regular school day at a rate of seventy-five dollars ($75.00) per meeting. Meetings shall not exceed two (2) hours in duration. Committee members may attend meetings virtually with the approval of the Administrator who is facilitating the meeting.

1. Such compensation shall be paid only if:

   a. The meeting occurs outside of the regular school day (meetings that occur during the school day will not be compensated); and

   b. The member attends the meeting and fully participates in the work of the committee. Members recognize that participating on these committees may require additional work that will take place outside of committee meetings for which no additional compensation will be provided.

2. The committees that will receive the compensation described in paragraph 1 are: Eaton Professional Development Committee (PDC), Eaton Local Professional Development Committee (ELPDC), Eaton Technology Committee, Curriculum Evaluation Team, Ohio Teacher Evaluation System Committee (OTES), Multi-Tiered System of Support Team (MTSS), Building Leadership Team, and Positive Behavior Support Team (PBIS). If the building or district administrator determines that an after-school committee is necessary to accomplish the needs of the building and/or district, the administrator will make a recommendation to the Superintendent for staff reimbursement. The Superintendent will make the final decision.

   The MTSS Coordinator shall not receive pay for after-school meetings but shall be paid for meetings held in the summer.

3. Compensation for attending meetings of District-wide committees facilitated by an administrator of the District shall be paid on or before June 30th of each year. If an individual serves on multiple committees, he/she will be compensated separately for each committee that meets the above stated requirements.

4. Membership for each committee and the number of meetings for each committee shall rest within the sole discretion of District administration. Committee members chosen by District administration are expected to attend all meetings of their respective committees. Employees are permitted to decline membership in committees. Any such refusal to participate in a committee shall not negatively impact an employee's evaluations.

ARTICLE 18. — NO STRIKE - NO LOCKOUT

A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the employees or the ECTA.

B. The ECTA agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the ECTA will actively discourage any strike, stoppage, slowdown, or other interruption of work in violation of this section.

C. In the event the ECTA and/or its members engage in a work stoppage as defined above, the Board reserves and retains the right to rescind and/or terminate this Agreement.

ARTICLE 19. — LABOR/MANAGEMENT COMMITTEE

C. In order to provide a forum for addressing concerns and improving the daily working relationship between the Association and the Administration, the Association President and no more than four (4) Association appointed teachers shall meet at least monthly with the Superintendent or his designee and four (4) administrators appointed by the Superintendent. The meeting will be chaired by each party on alternating months or by the party requesting any additional meeting.

D. The chairing party shall be responsible for notifying the other party of the items on its agenda and asking for items for the agenda from the other party. The agenda may be amended as necessary at the meeting. The chairing party shall be responsible for taking notes of the meeting and distributing them to the parties no later than ten (10) working days after the meeting, unless mutually determined by the members of the group.

E. Either party may have present at any meeting those additional people who may better facilitate the presentation of an issue on the agenda.

F. Any agreements reached by this group cannot abridge the provisions of the negotiated Agreement.

ARTICLE 20. — CERTIFIED STAFF EVALUATION SYSTEM

Teacher Evaluation System

A. Purpose

The purpose of the teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school district.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

4. ORC: refer to 3319.111 and 3319.112

B. Application:

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

1. Teachers working under a license issued under Ohio Rev. Code 3319.22, 3319.26, 3319.222, or 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

3. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

4. The policy does not apply to the Superintendent, Assistant Superintendent(s), business manager, treasurer or "other" administrator as defined by ORC 3319.02.

C. The District shall not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire.

D. Evaluators

1. Evaluators shall be an Administrator of the Eaton Community School District unless mutually agreed upon by the teacher and administration.

2. If an evaluator is incapacitated for any reason or on any type of approved leave during the school year, another evaluator will be assigned to perform the duties described in this Article. Accomplished and Skilled teachers will have input of their re-assigned evaluator.

3. No evaluator will be a bargaining unit member.

4. Each evaluator shall be 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.

5. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

E. Evaluation Instrument

1. The Evaluation Instrument shall be the process and forms used by the teacher's evaluator created by the Ohio Department of Education and found within the ODE online evaluation system program.

F. Standing Joint Committee for Teacher Evaluation

The Association and Board agree to establish an Evaluation Committee for the purposes of providing reference materials and training staff on the evaluation process, reviewing the process, procedures, and documents associated with the evaluation system, reviewing High Quality Student Data assessments, and reviewing and determining all criteria and/or methodology associated with OTES 2.0. This committee will also be responsible for making recommendations based on their review for changes and alterations consistent with the law surrounding OTES 2.0. In addition, the evaluation committee will meet for all other business on a monthly, or as needed basis.

1. Committee Composition

a. The committee shall be composed of two to three Association members from each building, and when possible, include specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District. In addition, three administrators will be appointed by the Superintendent/designee.

b. All meetings will be held during their contractual day or compensation will be paid for work completed outside of their workday according to the current Collective Bargaining Agreement.

2. Committee Operation

a. Members of the committee shall receive training in all aspects of OTES, as needed, including but not limited to the Standards for the Teaching Profession, HQSD, and any other necessary professional learning to support the knowledge needed to serve on the committee. The cost, if any, shall be borne by the Board of Education.

b. Assessment approval meetings will be announced to all bargaining unit members.

c. The committee agenda shall be developed jointly with the committee.

d. All decisions of the committee shall be achieved by consensus.

G. Evaluation Cycle

1. Every teacher shall be fully evaluated every year in the first four years of employment with the district including teachers in the Resident Educator program. After completing four years in ECSD, teachers may be eligible for a less frequent cycle as described below:

a. A teacher who has attained a teacher effectiveness rating of Skilled on the final summative rating will be on a LESS FREQUENT CYCLE and not be fully evaluated the following year, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on one or two specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

b. A teacher who has attained a teacher effectiveness rating of Accomplished on the final summative rating will be on a LESS FREQUENT CYCLE and not fully evaluated the following two years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on one or two specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

2. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.

3. Any school year that the Board has entered into a limited contract or extended limited contract with the teacher pursuant to Section § 3319.11 of the Revised Code and may wish to declare its intention not to reemploy the teacher, a minimum of three (3) formal observations must be completed.

4. All teachers who are subject to contract renewal or non-renewal shall be FULLY evaluated in the school year prior to contract renewal or non-renewal.

5. A FULL evaluation consists of two (2) cycles: each cycle consists of a Pre-Conference, one (1) observation (one (1) Formal Holistic or one (1) Formal Focused), and a Post-Conference that may include data for the Professional Growth or Improvement Plan.

6. A LESS Frequent evaluation consists of one (1) cycle: an optional Pre-Conference, one (1) Formal Holistic observation, and a Post-Conference that may include data for the Professional Growth or Improvement Plan.

7. All FULL cycle evaluations include a minimum of two (2) walkthroughs. LESS Frequent evaluation cycles may include informal visits.

8. All FULL and LESS Frequent evaluations include a Final Summative Evaluation Conference to review the progress towards the Professional Growth Plan/Improvement Plan.

9. A teacher or the evaluator may request a formal observation at any time in addition to those required by this procedure. A teacher may file a written response to any observation report.

H. Observations and Conferences

1. Schedule of Conferences and Observations:

a. All Formal observations shall be announced and shall last a minimum of thirty (30) minutes. Evaluators will not complete observations during the first fifteen (15) days of school to provide time at the beginning of the year for teachers to establish norms, expectations, and rapport with students and families unless mutually agreed upon between the evaluator and the teacher. Formal observations shall not be held on the day before or the day after Thanksgiving Break, Christmas Break, & Spring Break.

b. All full cycle evaluation observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

c. A pre-observation conference shall be held up to five (5) workdays prior to the observation.

d. A post-observation conference shall be held within ten (10) workdays of the formal and focused observations. This conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plans.

e. Observations of teachers on the FULL Evaluation cycle: The first observation will be holistic and the second observation will be focused on one or two focus areas. Teachers with a final rating of Accomplished shall choose their focus area(s). Teachers with a final rating of Skilled will mutually agree upon the focus area(s) with their evaluator. Teachers with a final rating of Developing shall have a focus area(s) guided by their evaluator. Teachers with a final rating of Ineffective will have the focus area(s) selected by their evaluator.

f. The first observation of a Full Evaluation Cycle will be held and the post-observation conference completed on or before the last day of the First Semester. The second observation and a third observation (if required) will be held and the conference completed on or before May 1.

g. Observation of Teachers on the Less Frequent Evaluation Cycle: Teachers who are rated either Accomplished or Skilled and therefore are not fully evaluated during the current school year must be FORMALLY observed once during the school year. This observation shall be HOLISTIC and a minimum of thirty (30) minutes and be followed by a post-observation conference. The purpose of this observation is to give teachers' feedback on their professional growth plan, not to assign a new overall summative rating.

h. If any portion of the evaluation is interrupted by unforeseen circumstances, the teacher and evaluator will meet and mutually agree upon future dates and times to complete the evaluation process. Observation deadlines shall be adjusted accordingly.

I. Walkthroughs

1. A walkthrough is a formative written assessment piece that provides the opportunity to gather evidence of instruction that has the following components:

a. The walk-through will typically be approximately ten (10) consecutive minutes.

b. The evaluator will send feedback, written or electronic, to the teacher within three workdays

c. A walkthrough may be announced or unannounced.

d. The teacher may file written comments to the walkthrough.

J. Informal Visits

1. The evaluation process begins the first day of the work year and includes all aspects of the teacher's performance. Informal observations may take place at any time and are intended to allow for an "all inclusive" picture of the teacher's professional work life. Informal classroom visits may occur at any time to spot-check ongoing

instructional activities, assess compliance with established building organizational routines and provide a vehicle for direct communication between the professional employee and administrator. As opposed to a formal observation or a walkthrough, informal classroom visits will not generally result in a formal written report and/or a scheduled post-conference unless there is a concern observed that could negatively impact a teacher's overall evaluation. This information shall be communicated to the teacher within three (3) workdays.

K. Professional Development Growth Plan and Improvement Plans

1. Beginning with the 2021-2022 school year, each teacher must develop either a Professional Growth Plan or Improvement Plan in accordance with the OTES 2.0 Framework established by the Ohio Department of Education.

   Teachers are encouraged to use the Self-Assessment Inventory in order to create a growth plan connected to the Ohio Standards of the Teaching Profession. All teachers, regardless of their contract status, will complete a Professional Growth Plan with one or two goals within a domain(s) that are aligned to the district and/or building improvement plan(s). Teachers do not have to complete a goal for each domain. Teachers may provide physical evidence, such as photographs, certificates, journals, reflective summaries, etc. to their evaluator to support the progress on their goals on or before the Summative Conference.

   a. Professional growth and Improvement plans for a school year shall be developed no later than October 15th each school year.

   b. Teachers with a final summative rating of "Accomplished" will develop a self-directed plan for continuing professional growth. The teacher may choose their credentialed evaluator from within the district. This request must be mutually agreed upon by all parties for the evaluation cycle. If there is no mutual agreement, the building administrator shall be the evaluator. It is recommended that the progress on the Professional Growth Plan be discussed three times in the evaluation year: 1. to set the goals; 2. to assess progress; and 3. reflect on the work/progress at the end of the year.

   c. Teachers with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle. It is recommended that the progress on the Professional Growth Plan be discussed three times in the evaluation year: 1. to set the goals; 2. to assess progress; and 3. reflect on the work/progress at the end of the year.

   d. Teachers with a final summative rating of "Developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle. It is recommended that the progress on the Professional Growth Plan

be discussed three times in the evaluation year: 1. to set the goals; 2. to assess progress; and 3. to reflect on the work/progress at the end of the year.

e. Teachers with a final summative rating or a performance rating of "Ineffective" will develop an improvement plan with their credentialed evaluator. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

1) In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request an Association representative to facilitate further discussion between the teacher and the evaluator. If agreement is not reached by October 15th, the evaluator shall implement an improvement plan that shall govern for purposes of the evaluation. The teacher shall have the right to appeal such implementation to the Superintendent. The Superintendent shall have the final decision without further appeal.

a) When an improvement plan is initiated by an evaluator, it is their responsibility to:

i) Identify in writing the specific area(s) for improvement to be addressed in relation to the Ohio Standards for the Teaching Profession or the Ohio School Counselors Standards.

ii) Specify in writing the desired level of performance that is expected to improve and the expected period of time in which to correct the deficiencies.

iii) Develop and implement a written plan for improvement that will be initiated immediately and include resources and assistance available.

iv) Determine additional education or professional development needed to improve in the identified area(s), and

v) Gather evidence of progress or lack of progress.

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.

i) Professional Growth and Improvement plans shall follow the format on the OTES/OSCES ODE created forms within the online evaluation system program.

(a) An improvement plan may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented with evidence collected by the evaluator.

L. Finalization of Evaluation

1. Summative Evaluation Report

a. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Process

a. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Evidence gathered during the evaluation process includes but is not limited to: observation conferences, walkthroughs, formal observations, informal interactions, and professional correspondence that occurs during the current school year.

b. The Summative evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent or the designee.

c. Final Summative Ratings: Accomplished, Skilled, Developing and Ineffective.

M. General Provisions

1. In the event of legislative action by the Ohio General Assembly that impacts the Master Agreement in any way, the parties to the Master Agreement agree to reconvene to bargain any changes to the contractual evaluation procedure to impasse. Changes to OTES or OSCES shall be brought to the ECSD OTES/OSCES Committee for review and evaluation.

N. High Quality Student Data:

Choosing and using HQSD to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students.

1. The Evaluation Committee shall provide a current list of approved assessments that provide HQSD, annually. Locally made assessments are required to be approved by the OTES 2.0 Committee.

2. Teachers will submit a minimum of two (2) measures of high-quality student data to his/her evaluator to provide evidence of student learning attributable to the teacher being evaluated.

3. HQSD may be used as evidence in any component of the teacher's evaluation related to the following:

    a. Knowledge of the students to whom the teacher provides instruction;

    b. The teacher's use of differentiated instructional practices;

    c. Assessment of student learning;

    d. The use of assessment data;

    e. Professional responsibility and growth.

4. When applicable to the grade level or subject area taught by a teacher, HQSD includes the value-added progress dimension established under R.C. 3302.021, (except when otherwise prohibited by law) but the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning.

5. HQSD may be used as evidence in any component of the evaluation where applicable. Data from ODE - approved vendor assessments may be considered HQSD.

6. The use of shared attribution measures or student learning objectives is prohibited.

O. Provisions Applying to all Evaluations

1. Any minor, technical or other immaterial failure to comply with the evaluation procedures by the Board, which do not prejudice the substantial rights of a teacher, or that are not at the fault of the administration, shall not serve to inhibit the right of the Board to non-renew or otherwise terminate the contract of a teacher.

2. While the substance of an evaluation shall not be subject to the grievance procedure, the determination as to whether the procedures of this Article have been materially complied with shall be subject to the grievance procedure.

3. The BOE uses the evaluation results for retention and promotion decisions. The Board adopts procedures for use in making retention and promotion decisions based on evaluation results. Seniority shall not be the basis for making retention decisions except when choosing between teachers who have comparable evaluations.

P. Due Process

Teachers who disagree with the rating of performance shall be entitled to a meeting with the evaluator and the superintendent upon request.

The teacher shall have the right to make a written response to his/her evaluation and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

The teacher's signature and electronic signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Not signing or pinning the evaluation does not nullify the evaluation.

Q. Evaluation of Other Certificated/Licensed Staff

1. Members to whom the Ohio Teacher Evaluation System is not applicable will be evaluated by the District. For school counselors, the parties agree to use the Ohio School Counselor Evaluation System (OSCES).

2. The same timelines of evaluation will apply to these members.

3. The entire evaluation will be based upon performance. School Counselors will be evaluated using the OSCES Rubric including the Metric of Student Outcomes

School Counselor Evaluation System

A. Evaluation Procedure Defined

1. The evaluation procedure established in this article conforms to the framework for the evaluation of counselors developed pursuant to Section 3319.113 of the Ohio Revised Code.

2. Each completed evaluation will result in the assignment of a counselor effectiveness rating. Counselors will be assigned an effectiveness rating according to the State framework. Under the State framework, the evaluation will result in one of the following effectiveness ratings: (1) Ineffective; (2) Developing; (3) Skilled; or (4) Accomplished.

B. Application

1. The counselor evaluation procedure contained in this agreement applies to all counselors employed in the District.

C. Evaluators

1. The evaluator will be one of the employee's supervisors unless otherwise notified by September 15. In the event a non-ECSD employee is to be selected as the evaluator, this evaluator shall be mutually agreed upon by the counselor and

administration. In the event the counselor and the administration cannot mutually agree upon a non-ECSD employee evaluator, an ECSD administrator will be assigned by the District as evaluator. If an evaluator is incapacitated for any reason or on any type of approved leave during the school year, another evaluator will be assigned by the District to perform the duties described in this Article. All evaluators will be properly licensed and credentialed by the State of Ohio. No evaluator will be a bargaining unit member.

D. Evaluation Instrument

1. The Evaluation Instrument shall be the process and forms used by the counselor's evaluator. The OSCES framework will be used. The metric of student outcomes will be determined by collaboration between the counselor and evaluator.

E. Orientation

1. Each counselor shall meet with his or her evaluator to discuss the evaluation process and the counselor's professional growth plan or improvement plan.

F. Schedule for Evaluation

1. All counselors shall receive one (1) formal written evaluation each school year except as follows:

a. Counselors who received a final summative rating of "Accomplished" or "Skilled" on their most recent evaluation.

1) Counselors who received a final summative rating of "Accomplished" on their most recent evaluation will be evaluated every three (3) years, so long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric.

2) Counselors who receive a final summative rating of "Skilled" on their most recent evaluation will be evaluated every two (2) years as long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric.

3) In any year in which a counselor who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled," the credentialed evaluator shall conduct one (1) formal observation and hold one (1) post conference with the counselor. A counselor who does not receive a full evaluation under this section must still complete a professional growth plan.

b. A counselor who is on leave for 50% or more of the school year will not be evaluated.

c. A counselor who has submitted a notice of retirement on or before December 1 of the school year will not be evaluated.

d. Notwithstanding any of the exceptions listed above, all counselors shall be evaluated in any year in which their contract is up for renewal or non-renewal, or in which the counselor shall become eligible for a continuing contract.

2. The evaluation shall be conducted and completed no later than the first day of May and the counselor being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of May.

G. Observations

1. Schedule of Observation

a. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes.

b. The evaluation shall also include informal observations.

c. Observation of Counselors Not Evaluated: Counselors who are not evaluated during the current school year must be observed once during the school year. This observation shall be a minimum of thirty (30) minutes and be followed by a post-observation conference.

2. Observation Conference

a. A pre-observation conference shall be held prior to any formal observation.

b. A post-observation conference shall be held. This conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the counselor's professional growth or improvement plans.

c. A counselor or the evaluator may request a formal observation at any time in addition to those required by this procedure. A counselor may file a written response to any observation report.

d. Formal observations shall not be held on the day before or the day after Thanksgiving Break, Christmas Break, and Spring Break.

H. Informal Visits

1. Informal visits may occur at any time during non-confidential school counseling activities to spot check ongoing counseling activities, assess compliance with established counseling practices and provide a vehicle for direct communication between counselor and administrator. As opposed to a formal observation or a walkthrough, informal visits will not generally result in a formal written report and/or a scheduled post-conference unless there is a concern observed that could negatively impact a counselor's overall evaluation.

I. Finalization of Evaluation

1. Summative Evaluation Report

a. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.

2. Completion of Evaluation Process

a. The summative evaluation of a counselor shall be based upon the Ohio Standards for School Counselors that are assessed during the walk-throughs and observations. The evaluation shall acknowledge the performance strengths of the counselor evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the counselor to verify notification to the counselor that the evaluation will be placed on file, but the counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

3. Response to Evaluation

a. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file. A copy, signed by both parties, shall be retained by the counselor.

J. Professional Development

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

a. Counselors who have attained a summative rating of Accomplished will develop a self-directed professional growth plan.

b. Counselors who have attained a summative rating of "Skilled" will develop a professional growth plan in collaboration with the assigned evaluator.

c. Counselors who have attained a summative rating of "Developing" will develop a professional growth plan with their evaluator, and the administration must approve the professional growth plan.

d. Counselors who have received a summative rating, a final summative rating, or a performance rating of "Ineffective" will be placed on an improvement plan which will be developed with their evaluator and subject to approval by the administration.

1) In the event that the counselor and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the counselor may request an Association representative to facilitate further discussion between the counselor and the evaluator. If agreement is not reached by October 15, the evaluator shall implement an improvement plan that shall govern for purposes of the evaluation.

2) Professional growth and improvement plans for a school year shall be developed no later than October 15 each school year.

K. General Provisions

1. In the event of legislative action by the Ohio General Assembly that impacts this topic in any way, the parties to this Agreement agree to reconvene to bargain any changes to this evaluation procedure to impasse.

L. Personnel Action Requirements

1. The District will consider the evaluation results in all decisions regarding the retention and promotion of school counselors, or the removal of poorly performing school counselors.

M. Relationship to State Law

1. The provisions of this Article of the Agreement and the summative evaluation procedure established herein shall supersede the provisions of O.R.C. §3319.113 to the extent permitted by law.

N. Provisions Applying to all Evaluations

1. Any minor, technical or other immaterial failure to comply with the evaluation procedures by the Board, which do not prejudice the substantial rights of a counselor, or that are not the fault of the administration, shall not serve to inhibit the right of the Board to non-renew or otherwise terminate the contract of a counselor.

2. While the substance of an evaluation shall not be subject to the grievance procedure, the determination as to whether the procedures of this Article have been materially complied with shall be subject to the grievance procedure.

ARTICLE 21. — CALAMITY DAYS

A. "Calamity Days" are defined as any days schools are closed by the Administration due to snow, or other inclement weather, calamity, or energy reasons.

B. Staff shall not be required to report to work on the first five (5) calamity days of any school year, and such days shall not be made up. There shall be no loss of wages and benefits for days 1 through 5.

C. Individual teachers shall prepare blizzard bag lessons/eDay lessons for calamity days six (6), seven (7) and eight (8). Days 6, 7 and 8 count as teacher workdays. On such days, teachers shall be required to report to their buildings. In the alternative, teachers may remain at home to respond to student/parent emails and to provide necessary assistance only if the teacher can connect to the internet, the District's web-based software, and have access to any other technology that is necessary to accomplish their duties.

D. Beginning with calamity days nine (9) and beyond, staff shall remain home and make-up the days with no additional compensation.

E. When the administration determines that a delay in the starting time is necessary, teachers shall report no later than thirty (30) minutes prior to the scheduled commencement of classes.

F. When the administration determines that an early dismissal is warranted, teachers shall not be required to remain more than thirty (30) minutes following the dismissal of students.

G. However, the Superintendent may make such emergency decisions necessary, in the best interest of the school district's education process, which would alter the defined normal procedures to be followed in the event of canceling, delaying, or early dismissing school.

ARTICLE 3. — DURATION

This agreement, subject to adoption by the Board, shall be effective as of its execution and shall expire on June 30, 2029.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 28 day Sept, 2026.

EATON COMMUNITY SCHOOL BOARD OF EDUCATION

By _____
President

By _____
Treasurer

EATON CLASSROOM TEACHERS ASSOCIATION

By _____
President

By _____
Bargaining Team Chair

ECTA: ADDENDUM A — SALARY SCHEDULES

Eaton Classroom Teachers' Association **1.75%**

SALARY SCHEDULE 2026-2027

Step	BA	BA+150	MA	MA+15	MA+30
0	$45,388	$47,657	$51,288	$52,038	$53,038
	1.00000	1.05000	1.13000	1.13000	1.13000
1	$47,331	$49,827	$53,640	$54,390	$55,390
	1.04280	1.09780	1.18180	1.18180	1.18180
2	$49,273	$51,996	$55,991	$56,741	$57,741
	1.08560	1.14560	1.23360	1.23360	1.23360
3	$51,216	$54,166	$58,342	$59,092	$60,092
	1.12840	1.19340	1.28540	1.28540	1.28540
4	$53,158	$56,336	$60,693	$61,443	$62,443
	1.17120	1.24120	1.33720	1.33720	1.33720
5	$55,101	$58,505	$63,044	$63,794	$64,794
	1.21400	1.28900	1.38900	1.38900	1.38900
6	$57,044	$60,675	$65,395	$66,145	$67,145
	1.25680	1.33680	1.44080	1.44080	1.44080
7	$58,986	$62,844	$67,746	$68,496	$69,496
	1.29960	1.38460	1.49260	1.49260	1.49260
8	$60,929	$65,014	$70,097	$70,847	$71,847
	1.34240	1.43240	1.54440	1.54440	1.54440
9	$62,871	$67,183	$72,448	$73,198	$74,198
	1.38520	1.48020	1.59620	1.59620	1.59620
10	$64,814	$69,353	$74,799	$75,549	$76,549
	1.42800	1.52800	1.64800	1.64800	1.64800
11	$66,757	$71,522	$77,151	$77,901	$78,901
	1.47080	1.57580	1.69980	1.69980	1.69980
12	$68,699	$73,692	$79,502	$80,252	$81,252
	1.51360	1.62360	1.75160	1.75160	1.75160
13	$68,699	$73,692	$81,853	$82,603	$83,603
	1.51360	1.62360	1.80340	1.80340	1.80340
14	$68,699	$73,692	$81,853	$82,603	$83,603
	1.51360	1.62360	1.80340	1.80340	1.80340
15	$68,699	$73,692	$81,853	$82,603	$83,603
	1.51360	1.62360	1.80340	1.80340	1.80340
16	$68,699	$73,692	$81,853	$82,603	$83,603
	1.51360	1.62360	1.80340	1.80340	1.80340
17	$70,642	$75,862	$84,204	$84,954	$85,954
	1.55640	1.67140	1.85520	1.85520	1.85520
18	$70,642	$75,862	$84,204	$84,954	$85,954
	1.55640	1.67140	1.85520	1.85520	1.85520
19	$70,642	$75,862	$84,204	$84,954	$85,954
	1.55640	1.67140	1.85520	1.85520	1.85520
20	$72,584	$78,626	$87,149	$87,899	$88,899
	1.59920	1.73230	1.92010	1.92010	1.92010
21	$72,584	$78,626	$87,149	$87,899	$88,899
	1.59920	1.73230	1.92010	1.92010	1.92010
22	$72,584	$78,626	$87,149	$87,899	$88,899
	1.59920	1.73230	1.92010	1.92010	1.92010
23	$72,584	$78,626	$87,149	$87,899	$88,899
	1.59920	1.73230	1.92010	1.92010	1.92010
24	$74,527	$81,953	$88,906	$89,656	$90,656
	1.64200	1.80560	1.95880	1.95880	1.95880
25	$74,527	$81,953	$88,906	$89,656	$90,656
	1.64200	1.80560	1.95880	1.95880	1.95880
26	$74,527	$81,953	$88,906	$89,656	$90,656
	1.64200	1.80560	1.95880	1.95880	1.95880
27	$74,527	$81,953	$89,841	$90,591	$91,591
	1.64200	1.80560	1.97940	1.97940	1.97940
28	$74,527	$81,953	$89,841	$90,591	$91,591
	1.64200	1.80560	1.97940	1.97940	1.97940
29	$74,527	$81,953	$89,841	$90,591	$91,591
	1.64200	1.80560	1.97940	1.97940	1.97940
30	$74,527	$81,953	$90,776	$91,526	$92,526
	1.64200	1.80560	2.00000	2.00000	2.00000

Eaton Classroom Teachers' Association **2.00%**

SALARY SCHEDULE 2027-2028

Step	BA	BA+150	MA	MA+15	MA+30
0	$46,296	$48,611	$52,314	$53,064	$54,064
	1.00000	1.05000	1.13000	1.13000	1.13000
1	$48,277	$50,824	$54,713	$55,463	$56,463
	1.04280	1.09780	1.18180	1.18180	1.18180
2	$50,259	$53,037	$57,111	$57,861	$58,861
	1.08560	1.14560	1.23360	1.23360	1.23360
3	$52,240	$55,250	$59,509	$60,259	$61,259
	1.12840	1.19340	1.28540	1.28540	1.28540
4	$54,222	$57,463	$61,907	$62,657	$63,657
	1.17120	1.24120	1.33720	1.33720	1.33720
5	$56,203	$59,676	$64,305	$65,055	$66,055
	1.21400	1.28900	1.38900	1.38900	1.38900
6	$58,185	$61,888	$66,703	$67,453	$68,453
	1.25680	1.33680	1.44080	1.44080	1.44080
7	$60,166	$64,101	$69,101	$69,851	$70,851
	1.29960	1.38460	1.49260	1.49260	1.49260
8	$62,148	$66,314	$71,500	$72,250	$73,250
	1.34240	1.43240	1.54440	1.54440	1.54440
9	$64,129	$68,527	$73,898	$74,648	$75,648
	1.38520	1.48020	1.59620	1.59620	1.59620
10	$66,111	$70,740	$76,296	$77,046	$78,046
	1.42800	1.52800	1.64800	1.64800	1.64800
11	$68,092	$72,953	$78,694	$79,444	$80,444
	1.47080	1.57580	1.69980	1.69980	1.69980
12	$70,074	$75,166	$81,092	$81,842	$82,842
	1.51360	1.62360	1.75160	1.75160	1.75160
13	$70,074	$75,166	$83,490	$84,240	$85,240
	1.51360	1.62360	1.80340	1.80340	1.80340
14	$70,074	$75,166	$83,490	$84,240	$85,240
	1.51360	1.62360	1.80340	1.80340	1.80340
15	$70,074	$75,166	$83,490	$84,240	$85,240
	1.51360	1.62360	1.80340	1.80340	1.80340
16	$70,074	$75,166	$83,490	$84,240	$85,240
	1.51360	1.62360	1.80340	1.80340	1.80340
17	$72,055	$77,379	$85,888	$86,638	$87,638
	1.55640	1.67140	1.85520	1.85520	1.85520
18	$72,055	$77,379	$85,888	$86,638	$87,638
	1.55640	1.67140	1.85520	1.85520	1.85520
19	$72,055	$77,379	$85,888	$86,638	$87,638
	1.55640	1.67140	1.85520	1.85520	1.85520
20	$74,037	$80,199	$88,893	$89,643	$90,643
	1.59920	1.73230	1.92010	1.92010	1.92010
21	$74,037	$80,199	$88,893	$89,643	$90,643
	1.59920	1.73230	1.92010	1.92010	1.92010
22	$74,037	$80,199	$88,893	$89,643	$90,643
	1.59920	1.73230	1.92010	1.92010	1.92010
23	$74,037	$80,199	$88,893	$89,643	$90,643
	1.59920	1.73230	1.92010	1.92010	1.92010
24	$76,018	$83,592	$90,685	$91,435	$92,435
	1.64200	1.80560	1.95880	1.95880	1.95880
25	$76,018	$83,592	$90,685	$91,435	$92,435
	1.64200	1.80560	1.95880	1.95880	1.95880
26	$76,018	$83,592	$90,685	$91,435	$92,435
	1.64200	1.80560	1.95880	1.95880	1.95880
27	$76,018	$83,592	$91,638	$92,388	$93,388
	1.64200	1.80560	1.97940	1.97940	1.97940
28	$76,018	$83,592	$91,638	$92,388	$93,388
	1.64200	1.80560	1.97940	1.97940	1.97940
29	$76,018	$83,592	$91,638	$92,388	$93,388
	1.64200	1.80560	1.97940	1.97940	1.97940
30	$76,018	$83,592	$92,592	$93,342	$94,342
	1.64200	1.80560	2.00000	2.00000	2.00000

Eaton Classroom Teachers' Association **2.25%**

SALARY SCHEDULE 2028-2029

Step	BA	BA+150	MA	MA+15	MA+30
0	$47,338	$49,705	$53,492	$54,242	$55,242
	1.00000	1.05000	1.13000	1.13000	1.13000
1	$49,364	$51,968	$55,944	$56,694	$57,694
	1.04280	1.09780	1.18180	1.18180	1.18180
2	$51,390	$54,230	$58,396	$59,146	$60,146
	1.08560	1.14560	1.23360	1.23360	1.23360
3	$53,416	$56,493	$60,848	$61,598	$62,598
	1.12840	1.19340	1.28540	1.28540	1.28540
4	$55,442	$58,756	$63,300	$64,050	$65,050
	1.17120	1.24120	1.33720	1.33720	1.33720
5	$57,468	$61,019	$65,752	$66,502	$67,502
	1.21400	1.28900	1.38900	1.38900	1.38900
6	$59,494	$63,281	$68,205	$68,955	$69,955
	1.25680	1.33680	1.44080	1.44080	1.44080
7	$61,520	$65,544	$70,657	$71,407	$72,407
	1.29960	1.38460	1.49260	1.49260	1.49260
8	$63,547	$67,807	$73,109	$73,859	$74,859
	1.34240	1.43240	1.54440	1.54440	1.54440
9	$65,573	$70,070	$75,561	$76,311	$77,311
	1.38520	1.48020	1.59620	1.59620	1.59620
10	$67,599	$72,332	$78,013	$78,763	$79,763
	1.42800	1.52800	1.64800	1.64800	1.64800
11	$69,625	$74,595	$80,465	$81,215	$82,215
	1.47080	1.57580	1.69980	1.69980	1.69980
12	$71,651	$76,858	$82,917	$83,667	$84,667
	1.51360	1.62360	1.75160	1.75160	1.75160
13	$71,651	$76,858	$85,369	$86,119	$87,119
	1.51360	1.62360	1.80340	1.80340	1.80340
14	$71,651	$76,858	$85,369	$86,119	$87,119
	1.51360	1.62360	1.80340	1.80340	1.80340
15	$71,651	$76,858	$85,369	$86,119	$87,119
	1.51360	1.62360	1.80340	1.80340	1.80340
16	$71,651	$76,858	$85,369	$86,119	$87,119
	1.51360	1.62360	1.80340	1.80340	1.80340
17	$73,677	$79,121	$87,821	$88,571	$89,571
	1.55640	1.67140	1.85520	1.85520	1.85520
18	$73,677	$79,121	$87,821	$88,571	$89,571
	1.55640	1.67140	1.85520	1.85520	1.85520
19	$73,677	$79,121	$87,821	$88,571	$89,571
	1.55640	1.67140	1.85520	1.85520	1.85520
20	$75,703	$82,004	$90,894	$91,644	$92,644
	1.59920	1.73230	1.92010	1.92010	1.92010
21	$75,703	$82,004	$90,894	$91,644	$92,644
	1.59920	1.73230	1.92010	1.92010	1.92010
22	$75,703	$82,004	$90,894	$91,644	$92,644
	1.59920	1.73230	1.92010	1.92010	1.92010
23	$75,703	$82,004	$90,894	$91,644	$92,644
	1.59920	1.73230	1.92010	1.92010	1.92010
24	$77,729	$85,473	$92,726	$93,476	$94,476
	1.64200	1.80560	1.95880	1.95880	1.95880
25	$77,729	$85,473	$92,726	$93,476	$94,476
	1.64200	1.80560	1.95880	1.95880	1.95880
26	$77,729	$85,473	$92,726	$93,476	$94,476
	1.64200	1.80560	1.95880	1.95880	1.95880
27	$77,729	$85,473	$93,701	$94,451	$95,451
	1.64200	1.80560	1.97940	1.97940	1.97940
28	$77,729	$85,473	$93,701	$94,451	$95,451
	1.64200	1.80560	1.97940	1.97940	1.97940
29	$77,729	$85,473	$93,701	$94,451	$95,451
	1.64200	1.80560	1.97940	1.97940	1.97940
30	$77,729	$85,473	$94,676	$95,426	$96,426
	1.64200	1.80560	2.00000	2.00000	2.00000

ADDENDUM B — EXTRA DUTY PAY

A. Current Extra Duty Pay Provisions

1. The Board retains the right to fill those supplemental positions it deems appropriate and is not required to fill supplemental positions. The Board may create any new position(s) it deems appropriate without negotiations. When such new positions are created, the rate of pay will be established by negotiations between the Board and the Association.

2. New supplemental positions may be recommended by the Superintendent. If a bargaining unit member wishes to create a new supplemental position, the member should discuss the position with the ECTA President. The ECTA President may make a recommendation to the Superintendent.

3. Employees currently employed in a supplemental position, shall have the applicable percentage multiplied by the beginning B.S. degree figure or the applicable figure through the B.S. 6th step based on the employee's length of teaching experience.

    a. Current employees newly employed in a supplemental position shall have the applicable percentage multiplied by the beginning B.S. degree figure. Advancement for years of service in a supplemental position will be recognized by multiplying the applicable figure in the B.S. column up through B.S. 6 by the listed percentage of said position. When taking a new position, years of experience in the same classification will be counted as years of experience up to 6. This will begin with the current contract and not be retroactive.

    b. Exceptions noted in salary schedule.

4. Payment for the supplemental positions listed shall be paid to the individual(s) fulfilling a supplemental contract. Supplemental contracts may be divided between two (2) or more individuals, and the Board reserves the right to add, or delete positions or not fill a supplemental position set forth herein.

5. Payments:

    a. Activities for which compensation is $1,000 or less, the full payment shall be made at the conclusion of the activity.

    b. For season activities, payment shall be made in two (2) equal installments the first of which shall be made half way through the activity and the remaining half upon completion of the activity.

    c. For full year activities, payment shall be made in four equal installments spaced equally through the year with the final payment at the end of the work year.

d. The supplemental schedule will be adjusted annually in accordance with the base of the teacher's salary schedule.

6. Supplemental contracts are automatically non-renewed at the end of each school year.

ACADEMIC SUPPLEMENTAL SALARY SCHEDULE

	Position	Stipend
Class A	Head Band Director	.18
Class B	Assistant Band Director	.15
	MTSS Coordinator	.15
Class C	Vocal Music Director – H.S.	.085
	Annual Advisor (After School)	.085
	District Website coordinator	.085
Class D	Annual Advisor (During School Day)	.055
	Dramatics Director – H.S.	.055
	Grade 11 Class Advisor (2)	.055
		.055
	Thursday/Saturday School Monitor	.055
	Hope Squad	.055
Class E	Dramatics Assistant Director – H.S.	.037
	Washington D.C. Trip Coordinator	.037
	Peer Counselor Advisor	.037
	Hi-Y Advisor	.037
	Tri-Hi-Y Advisor	.037
	Honor Society Advisor – H.S.	.037
	Honor Society Advisor – M.S.	.037
	Future Educators of America Advisor	.037
	Audio Visual Coordinator	.037
	Student Council Advisor – H.S.	.037
	Vocal Music Director – Middle School	.037
	Academic Team Advisor	.037
	Bruce Elementary Accelerated Math/LA After School Program	.037
	ESports Advisor	.037
Class F	Spanish Language Club Advisor	.02
	Science Club Advisor	.02
	Art Club Advisor	.02
	Chess Club Advisor	.02
	Book Club Coordinator	.02
	S.A.D.D. Advisor	.02
	Assistant Peer Counselor Advisor	.02
	Yearbook Advisor – Middle School	.02

ACADEMIC SUPPLEMENTAL SALARY SCHEDULE

Class G

Position	Stipend
Language Arts Dept. head – HS	.015
Math Dept. Head	.015
Science Dept. Head – HS	.015
Social Studies Dept. Head – HS	.015
Bruce Elementary Yearbook	.015
Elementary Musical Performance Director (2)	.015
Language Art Dept. Head – MS	.015
Math Dept. Head – MS	.015
Science Dept. head – MS	.015
Social Studies Dept. Head – MS	.015
K Grade Level Leader	.015
1st Grade Level Leader	.015
2nd Grade Level Leader	.015
3rd Grade Level Leader	.015
4th Grade Level Leader	.015
5th Grade Level Leader	.015
Student Council Advisor – Middle School	.015
Academic Team Advisor – Middle School	.015
Grade 9 Class Advisor (2)	.015
Grade 10 Class Advisor (2)	.015
Grade 12 Class Advisor	.015
Flag Corps Advisor	.015
Musical Instrumental Director	.015
Musical Vocal Director	.015
Winterguard Advisor	.015

ATHLETIC SUPPLEMENTAL SALARY SCHEDULE

	Position	Stipend
Class I	Varsity Boys Basketball	.17
	Varsity Girls Basketball	.17
	Varsity Football	.17
	Varsity Boys Wrestling	.17
	Varsity Girls Wrestling	.17
Class II	Varsity Baseball	.115
	Head Cross Country Coordinator	.115
	Varsity Boys Soccer	.115
	Varsity Girls Soccer	.115
	Varsity Softball	.115
	Head Track Coordinator	.115
	Varsity Volleyball	.115
	Reserve Boys Basketball	.115
	Reserve Girls Basketball	.115
	H.S. Football Coordinators (2)	.115
	H.S. Assistant Football (3)*	.115
	H.S. Assistant Boys Wrestling	.115
	H.S. Assistant Girls Wrestling	.115
	Athletic Director – Middle School	.115
Class III	Varsity Golf	.085
	Varsity Boys Tennis	.085
	Varsity Girls Tennis	.085
	Varsity Swimming	.085
	9th Grade Boys Basketball	.085
	9th Grade Girls Basketball	.085
	Football Coordinator – Middle School	.085
Class IV	Reserve Baseball	.0775
	Assistant Cross Country Coordinator	.0775
	Reserve Boys Soccer	.0775
	Reserve Girls Soccer	.0775
	Reserve Softball	.0775
	Reserve Volleyball	.0775
	7th Grade Boys Basketball	.0775
	7th Grade Girls Basketball	.0775
	8th Grade Boys Basketball	.0775
	8th Grade Girls Basketball	.0775
	Football Assistant – Middle School (3)**	.0775
	Boys Wrestling – Middle School (2)	.0775

Position	Stipend
Girls Wrestling – Middle School (2)	.0775
Varsity Cheerleader Advisor (Football)	.0775
Varsity Cheerleader Advisor (Basketball)	.0775
Cheerleader Advisor – Competition	.0775
Program Assistant Track (4)	.0675

Class V

Boys Head Track – Middle School	.060
Girls Head Track – Middle School	.060
7th Grade Volleyball	.060
8th Grade Volleyball	.060
Assistant Swim Coach	.060
Program Assistant (Cross Country)	.060

Class VI

Reserve Golf	.0475
Assistant Track – Middle School	.0475
Assistant Track – Middle School	.0475
Program Assistant Cross Country (2)	.0475

Class VII

8th Grade Cheerleading Advisor (Football)	.02
8th Grade Cheerleading Advisor (Basketball)	.02
7th Grade Cheerleading Advisor (Football)	.02
7th Grade Cheerleading Advisor (Basketball)	.02

*For High School Varsity Assistant Football Coaches – if more than three (3) assistant coaches are needed, the 0.345 stipend (0.115 x 3) will be divided evenly.

**For Middle School Assistant Football Coaches – if more than three (3) assistant coaches are needed, the 0.2325 stipend (0.0775 x 3) will be divided evenly.

APPENDIX FORMS

APPLICATION FOR CONTINUING CONTRACT STATUS

ASSAULT FORM

CHALLENGE/RECONSIDERATION FORM (3 PAGES)

GRIEVANCE (2 PAGES)

REQUEST FOR INFORMATION FROM PHYSICIAN

SICK LEAVE

PROFESSIONAL LEAVE

PERSONAL LEAVE

JURY DUTY LEAVE

DOCK LEAVE

APPLICATION FOR CONTINUING CONTRACT STATUS
Eaton Community School District

(**To be submitted to the Superintendent by October 1 for the following school year**.)

Please consider completion of this form as my request for continuing contract status in the Eaton Community School District, in accordance with Article 7, Section D of the negotiated agreement between the Board of Education and the Eaton Classroom Teachers Association. My request is for a continuing contract that would become effective at the beginning of the 20__ - 20__ school year.

Printed Name _____

Signature _____

Date of Request _____

ASSAULT LEAVE FORM
Eaton Community School District

NAME _____

BUILDING _____

DATE _____

DATE ASSAULT OCCURRED _____

DATE(S) OF ABSENCE DUE TO ASSAULT _____

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE LIST ATTENDING PHYSICIAN'S NAME AND ADDRESS AND DATE(S) CONSULTED.

_____

_____

_____

CONSULTED

IN ACCORDANCE WITH POLICY, PLEASE HAVE THE NECESSARY STATEMENT ATTACHED BY THE PHYSICIAN IF APPLICABLE.

DATE ISSUED _____ **DATE RETURNED**

Note: Must be Completed and Returned within 14 Business Days

EATON COMMUNITY SCHOOLS

CHALLENGE/RECONSIDERATION OF MATERIALS FORM

I. CHALLENGED WORK

Type of work:

_____ Book _____ Textbook _____ Magazine _____

Newspaper

_____ Audio Recording Video_____ Other (please specify)

Author/Performer(s): _____
(last, first name)

Title:_____
Publisher/Producer:_____
Copyright/Issue Date:_____
Class/Grade using title:_____

II. REVIEW REQUEST INITIATED BY:

Name:_____

Address:_____

City:_____ **State:** _____ **Zip:**_____

Home Phone: **Business Phone:** **Ext**.

_____ Parent _____ Administrator _____ Board Member _____ Clergy _____ Teacher

_____ Other (identify relationship/organization)_____

III. CONCERNING CHALLENGE:

1. **What brought this resource to your attention?**

2. **Have you read/viewed the challenged material in its entirety?**
_____ Yes _____ No

If yes, give a summary of the material in your own words:

If no, why not?

3. To what in the material do you object? Please be specific and cite pages/scenes, and explain your reasoning in light of the class and grade level in which this material is being presented:

4. What do you feel might be the result of using this material in the classroom? Please be specific and cite pages/etc:

5. Have you read any review of the material and if so, please list the source and date of the review.

_____ Yes _____ No

Source of Review(s) **Date of Source(s)**

6. **Are you aware of the judgment of this work and/or this author by educational or literary critics? Write what you know about these educational or literary opinions.**

7. **Are there resources you suggest to provide additional information and/or other viewpoints on this topic?**

8. **What would you like the school to do about this material?**

9. Can you recommend another title to present the opposite, or an alternative, point of view of the title in question? _____ Yes _____ No

If yes, please give the following information:

Author/Performer(s):_____
(last, first name)

Title: _____

Publisher/Producer: _____

Copyright/Issue Date: _____

ISBN (International Standard Book Number) _____

10. **Brief Summary of Alternative Work:**

11. **List any review(s) of the alternative work you have read:**

Source of Review(s) **Date of Source(s)**

IV. **ASSERTION BY INITIATOR OF CHALLENGE/REVIEW:**

All information I have given in this form is true and accurate to the best of my knowledge.

SIGNATURE _____ **DATE** _____

ECTA GRIEVANCE REPORT FORM

(Complete in Triplicate: 1 copy to the grievant; 1 copy to the administration; 1 copy to ECTA)

Name of Grievant School Assignment

Signature of Grievant Signature of Administrator

STEP I FORMAL

Date Grievance Occurred: **Date of Formal Submission:**

Statement of Grievance (include contract article, administrative rule, order, or Board policy violated):

Remedy Sought:

Signature of Grievant

Disposition by Administrator

Signature of Administrator and Date

STEP II - APPEAL TO SUPERINTENDENT

Date submitted to Superintendent by or for Grievant _____

_____
Signature of Grievant/Grievant's Representative

Date of Hearing _____

Disposition by Superintendent:_____

_____

_____

_____

_____
Signature of Superintendent and Date

Position of Grievant: _____ Accept _____ Reject

Position of Association: _____ Accept _____ Reject

STEP III. ARBITRATION

Date submitted to arbitration_____

_____
Signature of Association

REQUEST FOR INFORMATION FROM PHYSICIAN
Eaton Community School District
307 North Cherry Street
Eaton, OH 45320

Phone: 937.456.1107 Fax: 937.472.1057

This is to certify that_____
has been under my professional care and treatment.

General nature of illness or injury:

_____

_____

_____

_____

_____

_____

Estimated date of return to work:_____

_____ _____

Physician's name (please print) Phone number

_____
Physician's address

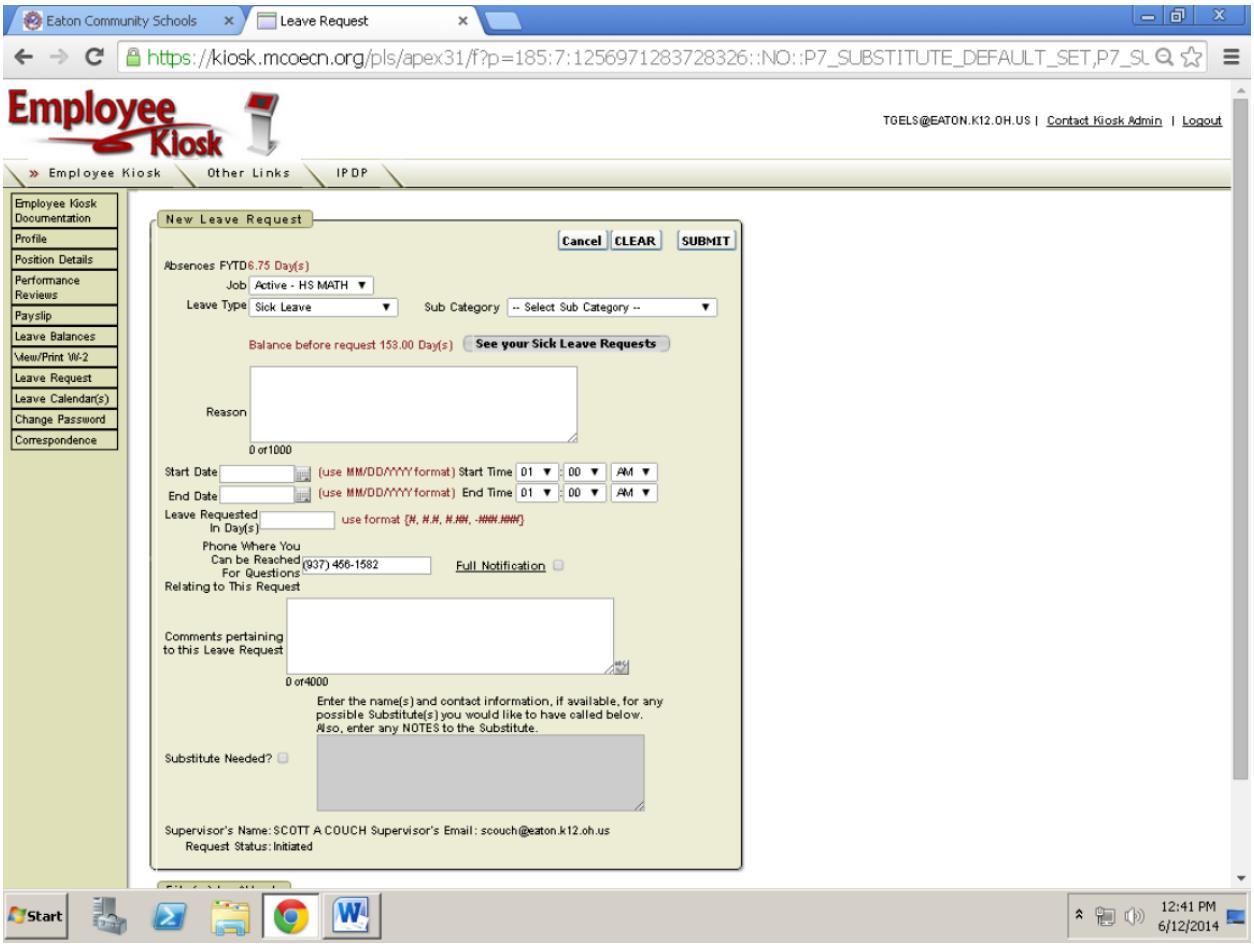
_____

_____

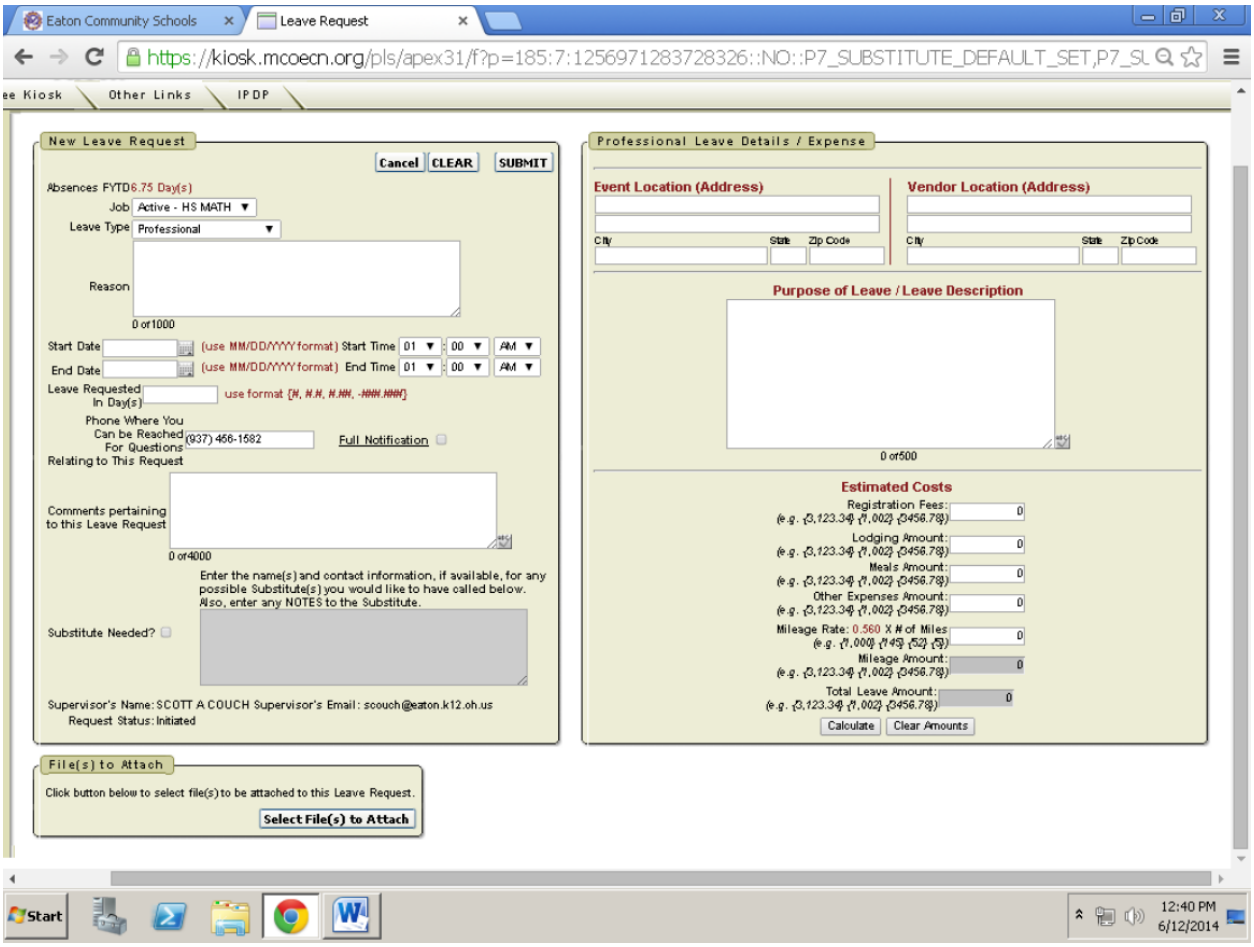
_____ _____

Physician's signature Date

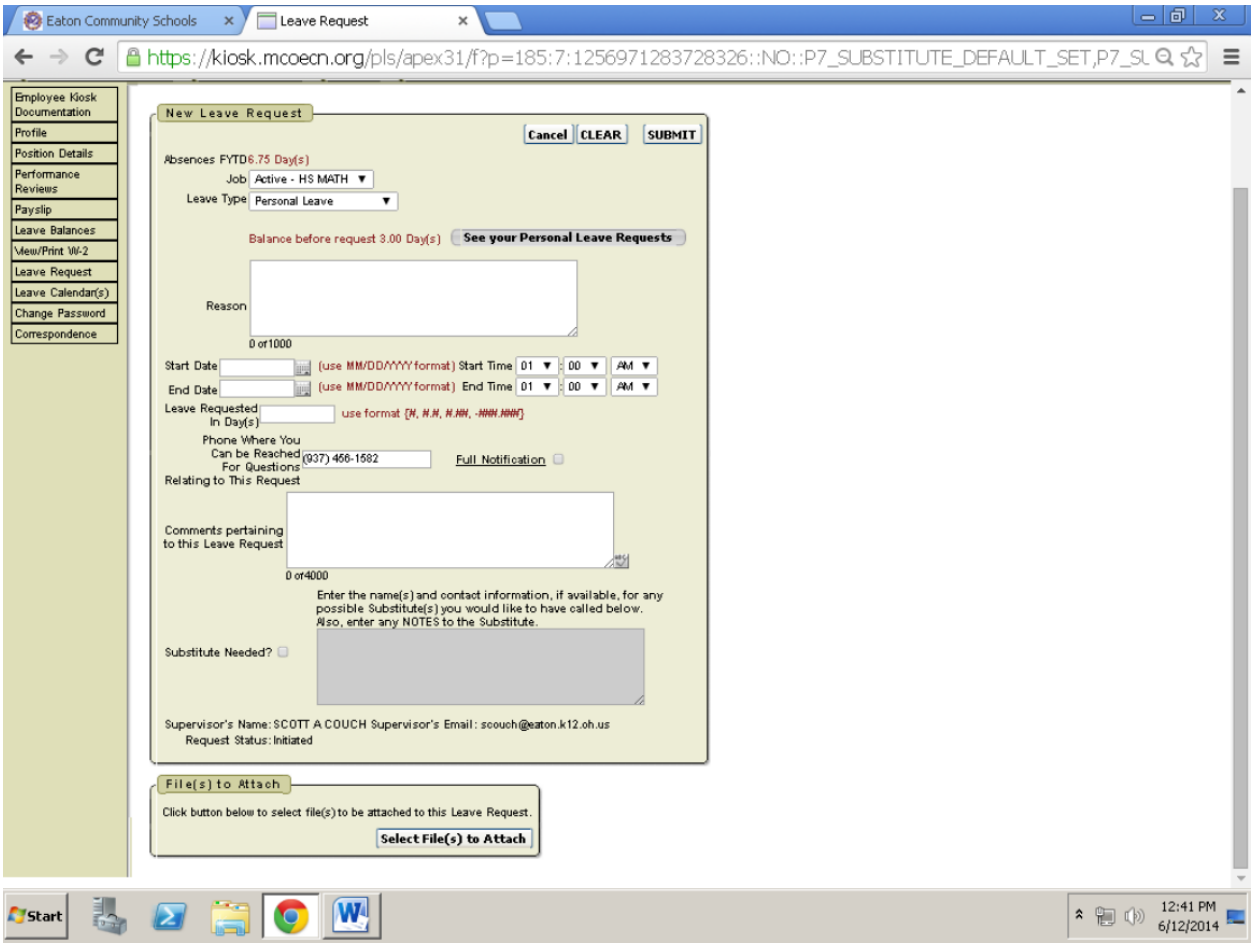
SICK LEAVE


Eaton Community Schools
Leave Request
https://kiosk.mcoecn.org/pls/apex31/f?p=185:7:1256971283728326::NO::P7_SUBSTITUTE_DEFAULT_SET,P7_SL
Employee Kiosk
TGELS@EATON.K12.OH.US | Contact Kiosk Admin | Logout
» Employee Kiosk
Other Links
IPDP
Employee Kiosk Documentation
Profile
Position Details
Performance Reviews
Payslip
Leave Balances
View/Print W-2
Leave Request
Leave Calendar(s)
Change Password
Correspondence
New Leave Request
Cancel
CLEAR
SUBMIT
Absences FYTD 6.75 Day(s)
Job Active - HS MATH
Leave Type Sick Leave
Sub Category -- Select Sub Category --
Balance before request 153.00 Day(s)
See your Sick Leave Requests
Reason
0 of 1000
Start Date (use MM/DD/YYYY format) Start Time 01 00 AM
End Date (use MM/DD/YYYY format) End Time 01 00 AM
Leave Requested In Day(s)
use format {#, #.#, #.##, -###.###}
Phone Where You Can be Reached For Questions Relating to This Request
(937) 456-1582
Full Notification
Comments pertaining to this Leave Request
0 of 4000
Enter the name(s) and contact information, if available, for any possible Substitute(s) you would like to have called below. Also, enter any NOTES to the Substitute.
Substitute Needed?
Supervisor's Name: SCOTT A COUCH Supervisor's Email: scouch@eaton.k12.oh.us
Request Status: Initiated
Start
12:41 PM
6/12/2014

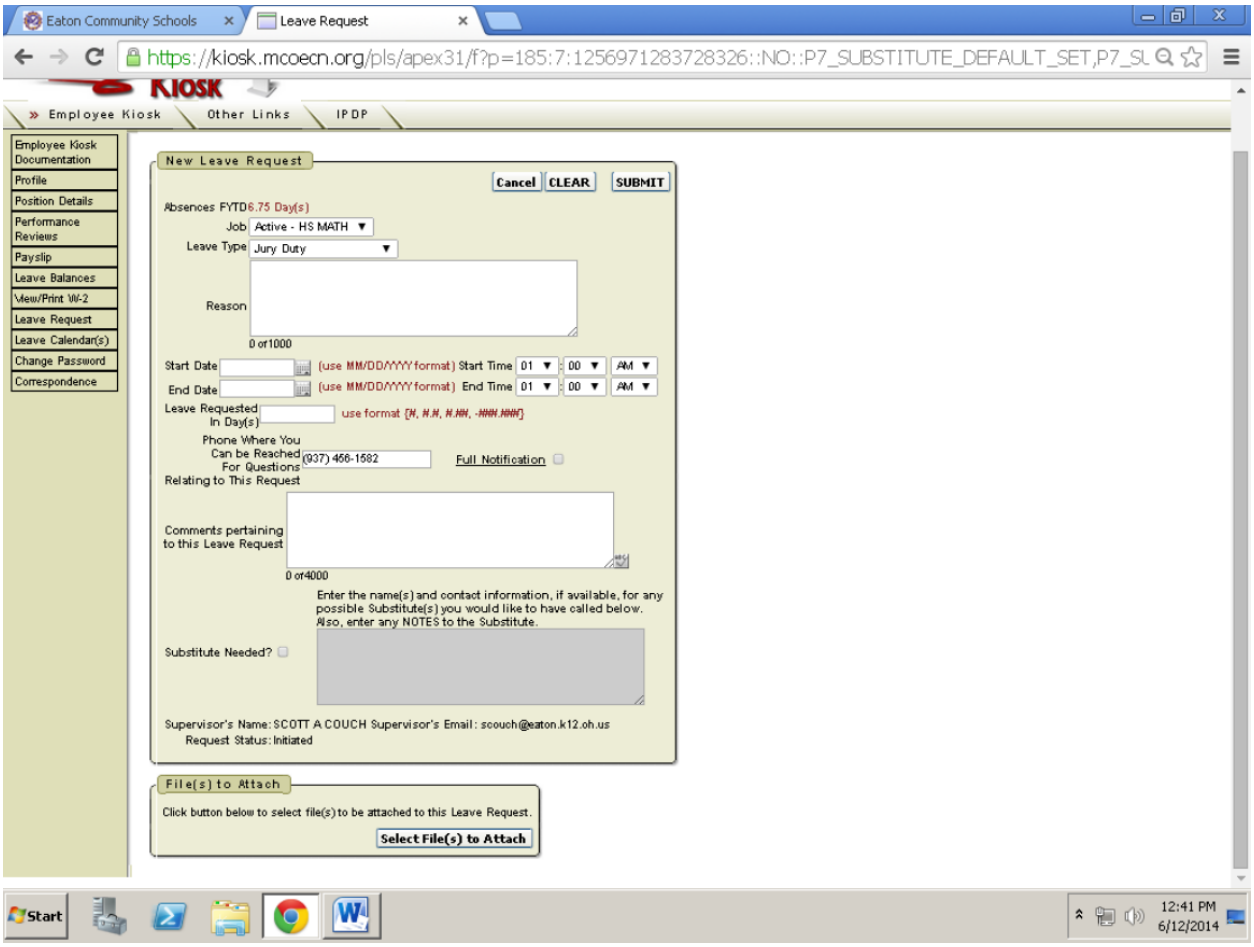
PROFESSIONAL LEAVE



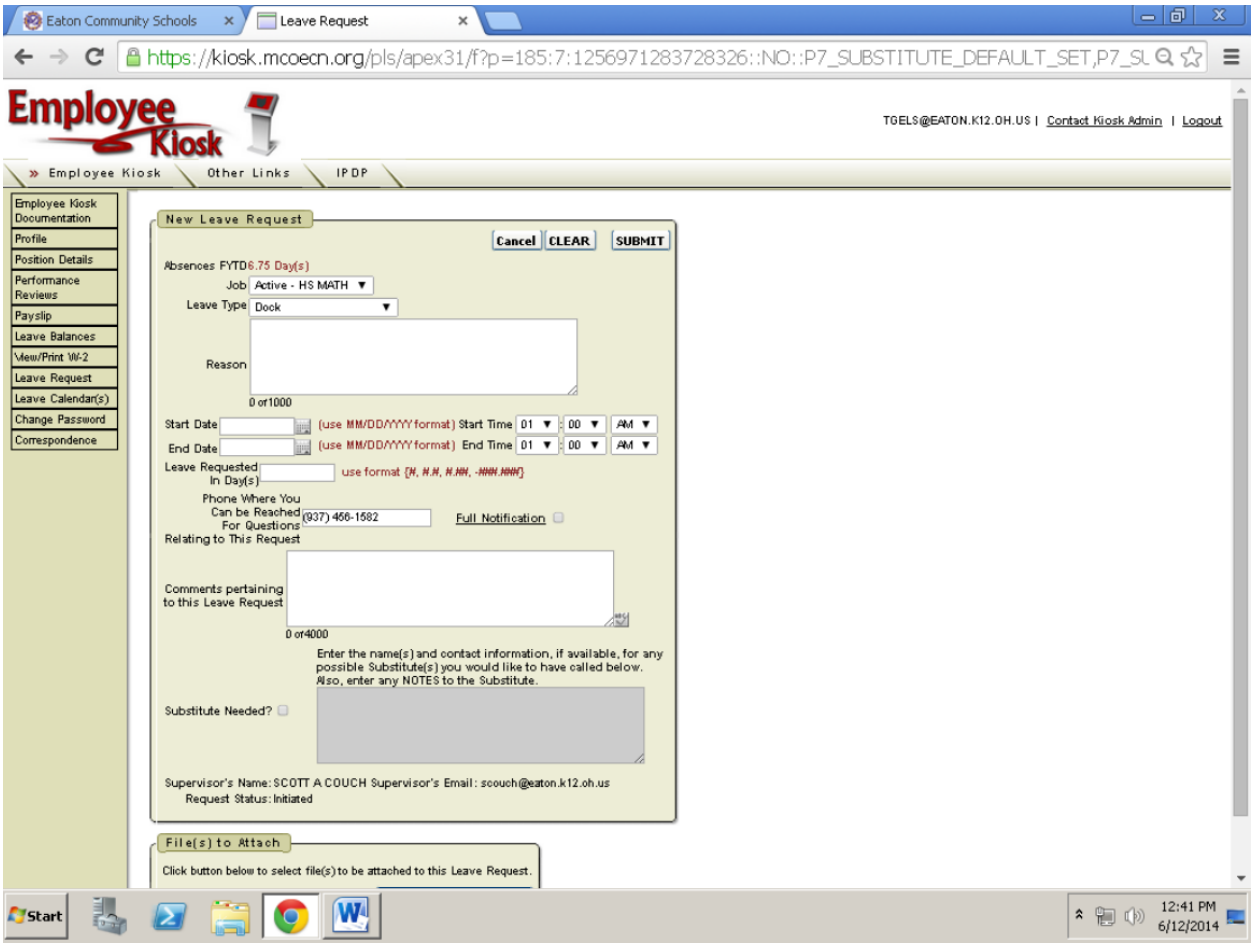
PERSONAL LEAVE



JURY DUTY LEAVE



DOCK LEAVE


Eaton Community Schools
Leave Request
https://kiosk.mcoecn.org/pls/apex31/f?p=185:7:1256971283728326::NO::P7_SUBSTITUTE_DEFAULT_SET,P7_SL
Employee Kiosk
TGELS@EATON.K12.OH.US | Contact Kiosk Admin | Logout
» Employee Kiosk
Other Links
IPDP
Employee Kiosk Documentation
Profile
Position Details
Performance Reviews
Payslip
Leave Balances
View/Print W-2
Leave Request
Leave Calendar(s)
Change Password
Correspondence
New Leave Request
Cancel
CLEAR
SUBMIT
Absences FYTD 6.75 Day(s)
Job Active - HS MATH
Leave Type Dock
Reason
0 of 1000
Start Date (use MM/DD/YYYY format) Start Time 01 00 AM
End Date (use MM/DD/YYYY format) End Time 01 00 AM
Leave Requested In Day(s) use format [#, #.#, #.##, -###.###]
Phone Where You Can be Reached For Questions (937) 456-1582
Full Notification
Relating to This Request
Comments pertaining to this Leave Request
0 of 4000
Enter the name(s) and contact information, if available, for any possible Substitute(s) you would like to have called below. Also, enter any NOTES to the Substitute.
Substitute Needed?
Supervisor's Name: SCOTT A COUCH Supervisor's Email: scouch@eaton.k12.oh.us
Request Status: Initiated
File(s) to Attach
Click button below to select file(s) to be attached to this Leave Request.
Start
12:41 PM
6/12/2014