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FINAL DRAFT

STATE EMPLOYMENT
RELATIONS BOARD

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CONTRACT

EDGEWOOD TEACHERS ASSOCIATION

and the

EDGEWOOD CITY BOARD OF EDUCATION

July 1, 2008 through June 30, 2011

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ARTICLE I
RECOGNITION

- 1.01 The Edgewood City School District Board of Education, hereinafter referred to as the Board, recognizes the Edgewood Teachers Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all regular full-time and part-time certificated employees including but not limited to: regular classroom teachers, media specialists, special education teachers, special area teachers such as art, music, health and physical education, nurses, counselors and psychologists, small group instructors (tutors) but excluding instructional aides, substitute teachers and all full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon. Hourly and certificated employees who work three (3) hours or less per day are excluded from the bargaining unit.
- 1.02 No new hiree shall be considered a part of the bargaining unit until such time as the provisions of O.R.C. §3319.39 have been completed and the hiree is found to be eligible for employment. Neither the Association nor counsel paid by the Association shall assert on behalf of such a hiree that statutory termination or nonrenewal procedures apply to his or her release from employment.

ARTICLE II
PROFESSIONAL NEGOTIATIONS

- 2.01 The negotiation of a successor contract may be initiated by either party no later than one hundred twenty (120) work days prior to the expiration of this Contract. Items for negotiations during this reopener shall be wages, hours, and terms and other conditions of employment. An agreement will be reached within five (5) work days of the request to the time and place of the meeting which shall be held within fifteen (15) work days after the request has been submitted, unless both parties agree to an extension of time.
- 2.02 All of the dates set forth in this provision of the Contract may be extended by mutual agreement of the parties.
- 2.03 Negotiations meetings shall be scheduled with the least interruption of school schedules; however, if necessary and with the consent of both parties, Association members of the team may be released from school duties to attend meetings without loss of pay or leave days. Meetings shall be in executive session unless mutually agreed by both parties.

2.031 REPRESENTATION

Representative members of the Board or their designated representatives shall meet with designated representatives of the

Association to negotiate in good faith. Representation shall be limited to not more than three (3) nor less than two (2) representatives each of the Board and of the Association. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.032 ASSISTANCE

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Each negotiating team shall be authorized to admit not more than three (3) consultants to any negotiation meeting. They shall be without the right to speak during said meetings unless mutually agreed to by the parties. The cost of any consultant shall be borne by the party utilizing such consultants. Necessary clerical assistance shall be provided at Board cost. Accurate minutes shall be maintained and approved at the next meeting.

2.033 INFORMATION

The Board and the Association agree to make available to the other, upon written request and in reasonable time, pertinent information in areas that are to be discussed during negotiations.

2.034 WHILE NEGOTIATIONS ARE IN PROGRESS:

2.0341 News Release

No release may be made to the media available to the general public, which includes radio, TV, and newspapers during negotiations unless submitted in writing to, and approved by, the representatives of both the Board and the Association.

2.0342 Caucuses and Recesses

The chairperson of either group may caucus his/her group for independent discussion at any time. Caucuses shall be of reasonable length, not in excess of thirty (30) minutes. If an agreement cannot be reached in that caucus, a recess is in order.

2.0343 Protocol

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

2.0344 Schedule of Meetings

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

2.04 ITEM AGREEMENT

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

2.05 AGREEMENT

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association.

2.051 Upon receipt of notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) calendar days to consider the approval or non-approval of the tentative agreement.

2.052 Only if the tentative agreement is ratified and approved by both the Association and the Board shall it become part of this Contract. No provision of the resulting Contract shall discriminate against any staff member because of membership or non-membership in the Association.

2.053 The Board and Association will share equally the cost of producing a copy of this Contract to all members of the bargaining unit, the Association having the responsibility to distribute it.

2.06 PROVISIONS CONTRARY TO LAW

Consistent with O.R.C. §4117.10, the terms of this Contract supersede and replace conflicting provisions of state law. If any provision of this Contract which cannot be superseded by law is determined to be contrary to law, that provision shall be deemed null and void to the limits prescribed by law, with the remaining provisions to stay in effect. It is mutually agreed that either party may call for renegotiations of those provisions that would become null and void.

2.07 Any bargaining which takes place during the term of this Contract, either through mutually agreed upon reopener or as may be required by law, shall be in conformance with procedures set forth in this Article. In lieu of the mediation and fact-finding process set forth in O.R.C. § 4117.14 (C), the parties agree to the

following mutually-agreed upon alternative dispute resolution procedure. If either party believes that impasse has been reached in negotiations, the party may request the appointment of a mediator from the Federal Mediation and Conciliation Service to assist the parties in attempting to reach agreement. The parties' representatives shall meet with the mediator at mutually agreed dates, times, and places. Mediation shall continue for no longer than fifteen (15) days from the first scheduled mediation date. If no agreement has been reached by the end of the mediation deadline and the terms of the contract over which negotiations have taken place have expired, then the Association shall have the right to proceed in accordance with O.R.C. § 4117.14 (D) (2).

2.08 MID-TERM BARGAINING

The Board of Education shall provide the Association notice and an opportunity to bargain about mid-term changes affecting wages, hours, terms and conditions of employment. If the parties reach an impasse, the Board of Education has the right to implement its last offer on the issue(s) being bargained and the Association may exercise its right under O.R.C. §4117.14(D)(2).

The grievance procedure shall be the only means for the Association and/or any employee to challenge the Board of Education's compliance with its mid-term bargaining obligation. Neither the Association nor any employee may file an unfair labor practice charge or other claim that the Board of Education has failed to comply with any obligation to bargain under this Contract or state law.

ARTICLE III
GRIEVANCE PROCEDURE

3.01 PURPOSE AND OBJECTIVES

The function of this grievance procedure is to guarantee each certified employee the opportunity to air his/her complaint with assurance that he/she will receive fair and quick treatment. Grievance complaints shall follow administrative channels.

3.02 DEFINITIONS

3.021 A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Contract.

3.022 A grievant shall be defined as a person who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this Contract.

3.03 GENERAL PROVISIONS

3.031 The lodging of any grievance shall be the right of the individual employee, a group of employees, or the Association.

- 3.032 If either the employee, immediate supervisor, principal, Superintendent, or the Board of Education so desires, they may be represented by counsel or any designated representative at any step after the first formal discussion if this has not resolved the problem.
- 3.033 Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
- 3.034 Failure of the aggrieved to proceed to the next level of the procedure within the specified time limits shall mean the grievance has been resolved by the recommendations stated in the previous level.
- 3.035 Failure of the administration to respond in the time limit stated shall automatically permit the aggrieved to proceed to the next step.
- 3.036 Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having complaint or problem, to discuss the matter informally with members of the administration through channels of communication. However, no settlement shall be made which is inconsistent with the terms of this Contract.
- 3.037 A day shall be a working day except June-August where day shall mean Monday through Friday.
- 3.038 A grievance may be withdrawn at any level without prejudice to the parties.
- 3.039 Any person who participates in these grievance procedures shall not be subjected to discipline and/or reprisal because of such participation. No copy of the grievance shall be filed in the personnel file of any individual involved in any grievance.
- 3.0310 The grievant shall have the right to representation at each and every step of the grievance procedure.
- 3.0311 In the case of grievances filed by the Association, the procedure will begin with the written grievance signed by the President of the Association or designated grievance chairperson to the appropriate administrator.
- 3.04 PROCEDURE -- If informal discussions do not resolve a problem(s) to the satisfaction of the teacher, he/she may lodge a formal grievance utilizing the following procedure:
- 3.041 Step One - The grievant shall file a formal, written grievance on the form provided as Appendix A of this Contract with the appropriate administrator within twenty (20) days of the event that gave rise to the grievance. A copy of the written grievance shall go to the Superintendent. The administrator with whom the grievance has been filed shall schedule a hearing on the issue within ten (10) days of

receiving the grievance. The principal or immediate supervisor shall take action on the written grievance within ten (10) working days after the meeting with the grievant. The action and reasons for the action shall be reduced to writing and a copy sent to the employee, the Superintendent and the Association.

3.042 Step Two - If the grievant is still dissatisfied with the way his/her grievance is being resolved, he/she may appeal to the Superintendent. The Superintendent shall schedule a hearing on the grievance within ten (10) days of receipt of the appeal which shall take place within ten (10) working days. The Superintendent shall make his/her recommendations and submit his/her written reasons for the action within ten (10) working days of the appeal or meeting with the grievant. Copies of the action taken shall be sent to the grievant and to the office of the Association.

3.043 Step Three - If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the Association may request arbitration. The request for arbitration should be submitted in writing to the Board of Education (Superintendent) within ten (10) working days from the receipt of the Superintendent's decision.

3.044 In the event that arbitration is requested, an arbitrator shall be selected from an American Arbitration Association list according to AAA voluntary rules and regulations. An arbitrator from another source, however, may be chosen if mutually agreed to by both parties. If both sides are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of nine (9) names from which the arbitrator shall be selected by the alternate elimination method. (Each side will eliminate one (1) name at a time until only one (1) name remains.) Either party shall be entitled to request a second list.

The arbitrator shall make a decision/recommendation on the grievance following a hearing with the grievant and/or his/her representative and the Superintendent and/or his/her representative. The arbitrator shall make a written report of his/her findings within thirty (30) days of the hearing. Copies of these findings shall be sent to the grievant, the Association, the building principal, the Superintendent and the Board of Education. The findings of the arbitrator shall be binding on the parties.

3.05 The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question or interpretation or application.

3.06 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract, nor to interfere with the rights of individuals, the Association or Board as expressly set forth in this Contract, in

arriving at a determination of any issue presented that is proper within the limitations expressed herein.

- 3.07 The cost of the arbitrator shall be borne equally by the Association and the Board.
- 3.08 The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Contract and any extensions thereof.

ARTICLE IV BUILDING LIAISON COMMITTEE

- 4.01 Each year a teacher/administrator committee will be organized for each building. This committee will meet once every two (2) months at the call of the chairperson (teacher elected by the committee) to discuss local concerns.
- 4.02 Each committee shall be composed of the principal and four (4) teachers elected by the total certified staff from a ballot containing the names of all members of that building's certified staff excluding the administrators. In addition, the principal may appoint two (2) teachers. The vote shall be conducted by the Edgewood Teachers Association building representatives by the third week of school.
- 4.03 The committee shall be advisory and is intended to assist the principal and the school staff in developing policies and programs for the school involved. The committee shall assume the responsibility for being knowledgeable about matters which relate to its function.
- 4.04 The committee shall elect a chairperson from the teacher representatives at its first meeting each year, who shall be responsible for preparing the agenda and conducting the meetings. Each professional staff member shall have the right to have matters placed on the committee agenda and all professional staff members in the building shall receive copies of the minutes of the committee meetings.

ARTICLE V DISTRICT LIAISON COMMITTEE

- 5.01 Each building liaison committee shall elect one (1) Edgewood employee of its membership to serve on the District Liaison Committee with the Superintendent. The advisory committee shall be established to foster communications between the certified staff and the District administration. The purpose of this committee would be to discuss District-wide problems or concerns arising within the District. Its purpose would be neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communication regarding concerns pertaining to the smooth functioning of the education system. This committee shall select a chairperson from the teacher representatives who shall be responsible for preparing the agendas, minutes, and conducting the meetings.

- 5.02 The committee shall meet once every two (2) months or at the call of the chairperson or of the Superintendent. The organizational meeting will be called in October by the Superintendent.

ARTICLE VI
CONTRACT TERMINATION OR NONRENEWAL

6.01 TERMINATION OF A CONTRACT

The contract of a teacher may be terminated by the Board of Education by following the procedure as outlined in the O.R.C. §3319.16.

6.02 NONRENEWAL OF A LIMITED CONTRACT

- 6.021 The Board affirms its belief in the value of a regularly conducted thorough, written evaluation of teacher performance, such evaluation to be open to inspection by the teacher, and open to insertion of statements and materials by the teacher.
- 6.022 Teachers must receive the most timely and the best professional help that the District can make available to assist them in performing competently.
- 6.023 Teachers shall be notified in an informal discussion as early in the school year as possible that a recommendation not to renew their contract may occur and reasons for the nonrenewal would be discussed at that time. A signed notation will be made to show that an informal discussion was held. The teacher may have a representative of his/her choice at this meeting.
- 6.024 The Board must provide written notice of its intent not to renew employment of a limited contract teacher by April 30 prior to the expiration of the member's contract.
- 6.025 The teacher is entitled within ten (10) calendar days of receipt of the written notice of nonrenewal to request in writing to the Superintendent full specifications of the reason for nonrenewal.
- 6.026 Within ten (10) calendar days of receipt of such written request the Superintendent shall give the teacher a written statement of the full specifications of the reasons for nonrenewal.
- 6.027 Within ten (10) days of receipt of the Superintendent's written statement, the teacher (with the Association's written concurrence) may file a written request for arbitration under Sections 3.043 – 3.08 of this Contract.
- 6.028 In giving any written notice or written request under Sections 6.021 – 6.029 of this Contract, the Superintendent may provide notice by

certified mail or personal service on the teacher mailed by the deadline, and the teacher and Association may provide notice by certified mail or personal service on the Superintendent by the deadline.

6.029 An arbitrator shall be limited to a determination of:

- 1) procedural errors in the evaluation;
- 2) procedural errors in Sections 6.021 – 6.028 of this Contract.

The arbitrator may order reemployment of a member when the member has been prejudiced by Board errors in following the procedural requirements for evaluation as set forth in Article 8 or nonrenewal procedures as set forth in Sections 6.021 – 6.028. The arbitrator shall order reemployment of a member where the Board has not given a member written notice on or before April 30 of its intention to not reemploy the member.

6.03 Sections 6.021 – 6.029 of the Contract entirely replaces and supersedes Section 3319.11 (G) (1-7) O.R.C.

ARTICLE VII REDUCTION IN FORCE

If the Board determines it is necessary to reduce the number of bargaining unit positions under ORC 3319.17, or for financial reasons, the following procedures shall apply:

7.01 Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

7.011 Student enrollment decline as specified in O.R.C. §3319.17 may be applied by the District to mean decline of student enrollment in an individual program or department (e.g., Latin) which would necessitate the lay-off of a teacher in that program or department.

7.012 All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified or licensed to teach. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

7.013 Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this District.

- 7.0131 Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
- 7.0132 If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
1. the date of the Board meeting at which the teacher was hired, and then by;
 2. the date the teacher signed his/her initial employment contract in the District, and then by;
 3. any remaining ties will be broken by lot.
- 7.014 Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field.
- 7.0141 Such reduction shall be made through attrition to the extent possible.
- 7.0142 A tenured teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure.
- 7.0143 A non-tenured teacher so affected may elect to displace another non-tenured teacher who holds a lower position on the seniority list in the same or different area of certification/licensure.
- 7.0144 Any such election of displacement must be made within five (5) work days of the date that the teacher is notified he/she will be affected by the reduction in force.
- 7.02 Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve an educational goal that could not be met by strict adherence to seniority and contract status.
- 7.03 The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:
- 7.031 No new teachers will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy.
- 7.032 Teachers on the recall list will be recalled in order of seniority, first by continuing contracts and then by limited contract, for vacancies in areas for which they are certificated or licensed.

7.033 If a vacancy occurs, the Board will send a notice certified U.S. mail, return receipt requested, to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the District office within seven (7) calendar days of receipt. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days or who declines to accept the position will forfeit all recall rights. If all notices are returned as undeliverable or unaccepted, the Board shall post the position as a vacancy.

Teachers on the recall list, in order of seniority, will be offered a temporary position created by a one (1) year leave of absence. However, a teacher on the recall list who is offered such a position will not be taken off the recall list because he or she has declined to accept the position if he or she is already under regular contract with another school for that school year.

7.034 A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

7.035 Teachers shall file with the Superintendent all newly issued or renewed teaching certificates from the State of Ohio. Offers of recall will be based on valid teaching certificates on file with the Superintendent at the time the offer of recall is sent.

7.04 This Article shall not require the Board of Education to fill any vacancy nor shall it interfere with any other lawful personnel procedures in the District. However, the District pledges not to use nonrenewals to accomplish reduction in force.

ARTICLE VIII EVALUATION PROCEDURE

8.01 The evaluation forms and procedures to be used in evaluation of teacher performance will be incorporated into the teacher's professional handbook.

8.02 If changes are considered for development of the evaluation form, a committee shall be formed with three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent to study and recommend to the Board and the Association a new evaluation form. No new evaluation form shall be utilized until both parties have mutually accepted the form.

8.03 GENERAL PROCEDURES FOR EVALUATION:

8.031 A teacher will be told in advance of the approximate time and place of their first observation.

- 8.032 The evaluation form shall be completed and placed in the teacher's personnel file located in the Superintendent's office. The teacher may attach his/her response to the evaluation. The teacher shall be provided with a copy of the evaluation.
- 8.033 The teacher will be told who has been designated to prepare his/her final written evaluation. The designated administrator shall coordinate his/her evaluations and observations and may utilize observations of other personnel in preparing an evaluation report.
- 8.034 Each formal classroom observation shall be made for a reasonable length of time and documented by written summary.
- 8.035 All classroom observations of a teacher shall be conducted with the knowledge of the teacher.
- 8.036 Each teacher shall receive a copy of a classroom observation report for each class period observed after the observation conference.
- 8.037 Classroom observations shall be followed by an observation conference between the observer and teacher within a reasonable time after the observations if deficiencies have been noted. During the conference areas of concern shall be discussed, specific suggestions for improvement made, and positive and negative points noted.
- 8.038 The designated evaluator may identify a teacher who is having professional difficulties with classroom management, instructional skills, or teaching effectiveness with students, and in that regard shall offer specific suggestions to guide the teacher toward the solution of the professional difficulty.
- 8.039 In addition to the provisions of the Articles listed above, teachers whose contract of employment is considered for nonrenewal must be evaluated at least twice in the year that the Board of Education takes action to nonrenew. Each evaluation will consist of at least two (2) observations for not less than thirty (30) minutes each and a written report of the evaluation results.

The first evaluation must be completed by November 30 with a written report of the evaluation issued to the teacher no later than December 10.

The second evaluation must be completed between December 1 and April 1 with a written report of the evaluation issued to the teacher no later than April 10.

The intent of this section is to replace only the time line language contained in H.B. 330. All other provisions contained in H.B. 330 (O.R.C.§3319.111) are accepted as stated by law. Challenges to compliance with the evaluation procedure for teachers whose

contracts are nonrenewed may only be made pursuant to Section 6.02 of this Contract.

- 8.040 Standardized student test scores and achievement test scores shall not be used as the sole evaluation criterion for any teacher.

ARTICLE IX
COMPLAINTS AGAINST STAFF

- 9.01 The Board and the administration recognizes their responsibilities to support professional teaching staff members in the performance of their duties and shall fully support and assist in the maintenance and control of discipline in our schools.
- 9.02 Upon receiving a written complaint against a professional staff member, the principal shall give a copy of the complaint to the member. If a verbal complaint is to be made a matter of written record, the principal shall discuss the complaint with the staff member within a reasonable period of time following the receipt of the complaint.
- 9.03 If a conference is deemed necessary by the professional staff member, the principal or the complainant, the principal shall arrange said conference.

ARTICLE X
PROTECTION OF TEACHERS

- 10.01 The Board may issue a written reprimand or suspension without pay for just cause.
- 10.02 Before a teacher has a written reprimand placed in his/her official personnel file or before a teacher receives a suspension without pay:
- A. The teacher shall have a pre-disciplinary conference during which time the circumstances shall be explored. At this time, the evidence of misconduct will be reviewed with the member.
 - B. Prior to the conference, the teacher shall be notified of the purpose of the conference and the right to representation.
 - C. If a complaint forms the basis of discipline, the provisions of Article IX shall have been followed.
- 10.03 If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference. The teacher shall have the right to attach his/her rebuttal to the disciplinary notice.
- 10.04 Disciplinary conferences may be held either at the administration building or the school. The teacher shall receive at least two (2) days' notice of the conference.
- 10.05 The conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conferences.

- 10.06 If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under section 6.01 or 6.02.
- 10.07 The Superintendent may issue a suspension without pay for up to ten (10) days. The Board may, upon recommendation of the Superintendent, suspend a teacher without pay for a period exceeding ten (10) days. Prior to Board action, the teacher shall have the right to meet with the Board in executive session. He/she shall have the right to have representation present.

ARTICLE XI
PERSONNEL FILE PROCEDURE

- 11.01 A personnel file of all members of the instructional staff shall be maintained in the office of the Board of Education. This shall be considered an official file of recorded information of members of the instructional staff maintained by the Board and administration.
- 11.02 Teachers have the right to review all past employment materials in their official personnel files in the Board of Education office in the presence of the Superintendent or his/her designated representative. All materials pertaining to their employment as a teacher shall bear the date and signature of the employee as it enters the above file. (Transcripts and certificates are excluded from this requirement.)
- 11.03 If the teacher elects to make a written reply to any of the above noted materials for insertion in their file, this reply must be presented for signature to the person who originated the evaluation or anecdotal materials.
- 11.04 Material which reflects on a teacher's teaching performance, character or professional attitude will not be placed in the file until the teacher has had an opportunity to read the material and respond. All material so placed shall meet the criteria of O.R.C. §1347.05.
- 11.05 Memoranda in the nature of a reprimand or discipline of a teacher shall be removed from a teacher's personnel file after three (3) years from issuance if there has been no recurrence of the same or similar misconduct or deficiency in performance during those three (3) years; except for any reprimand or disciplinary document pertaining to sexual misconduct with respect to students. The latter shall be removed after five (5) years if there has been no recurrence of the same or similar misconduct during those five (5) years. Evaluation and observation forms shall be retained for five (5) years.

ARTICLE XII
VACANCIES, PROMOTIONS AND TRANSFERS

- 12.01 Early in the second semester of each school year the Superintendent will poll all certified employees to determine their plans for the following year. The questionnaire shall provide the opportunity to indicate interest in any vacancy or new position which

might occur in the teaching or extra duty assignments. Members of the staff are encouraged to submit changes or revisions of their interests indicated on those forms at any time in the Superintendent's office. The Superintendent and the principals shall refer to these requests whenever a vacancy occurs in the District.

- 12.02 Additionally as positions become open or are newly created a written notice will be posted on each building's bulletin board during the school year. The administration shall interview, at a minimum, the three most senior internal applicants who have not been interviewed in the past twelve (12) months for a position in the same building. If a teacher requests a transfer and is denied, the teacher, upon request, shall be provided the written reason(s) for the denial. The merits of the reason cannot be the subject of a grievance.
- 12.03 During the summer (after the last teacher day of the teacher contract year and before the first day of the teacher contract year), if a vacancy occurs or a new position is created, the Board shall post said vacancy (vacancies) on the Edgewood City School District website, on all members' school email, and on a vacancy hotline. In addition, through July 10, those bargaining unit members who have indicated an interest in said position on the District Intent Form will also be notified as indicated on intent form. (It is the teacher's responsibility to keep the administration aware of changes in summer phone or address.) This notification shall be done at least seven (7) calendar days in advance of the employment decision. Applicants from within the Edgewood staff shall be given the opportunity for an interview and consideration for the vacancy, promotion or transfer. (See Appendix D.) If a teacher requests a transfer and is denied, the teacher, upon request, shall be provided written reason(s) for the denial. The merits of the reason cannot be the subject of a grievance.
- 12.04 A statement of tentative assignment including building and subject area assignment or a copy of the tentative schedule will be given to the teacher by the close of the school year. If a split building assignment is necessary, this will also be indicated.
- 12.05 If a change in assignment is necessary, the teacher will be notified by August 10, if possible. If notification of change of assignment occurs after July 10, the teacher shall have ten (10) calendar days in which to resign without penalty.
- 12.06 Involuntary teacher transfers shall be avoided unless, in the judgment of the Superintendent or the Board of Education, they are in the best interests of the District. Members being involuntarily transferred shall be informed in writing of the specific reasons for the transfer. The merits of the reason(s) cannot be the subject of a grievance.
- 12.07 When because of declining enrollment, it is necessary to transfer a teacher to another building, the least senior teacher in the certification area affected shall be the one to be transferred.
- 12.08 A vacancy exists when a regular contract teacher has retired, resigned, died, been nonrenewed or terminated, or when the Board creates a new certificated position. The existence of a vacancy does not require the Board to fill a vacancy, nor shall it interfere with any other lawful personnel procedures in the District. The

Superintendent shall determine whether and when to fill a vacancy pursuant to this Article and any other section of this Contract which might be applicable.

12.09 When a vacancy occurs or a new position is created between July 10 and September 15 and the Board elects to fill the position, the employee filling the position will be issued a limited one year contract. The Board shall comply with the evaluation procedures set forth in Article VIII, but shall not be required to comply with the non-renewal procedures set forth in Section 6.02 of this Contract or the non-renewal procedures of ORC §3319.11.

12.091 If a vacancy occurs after September 15, the Board may hire a long term substitute.

12.092 Vacancies filled pursuant to this Section of the Contract shall be posted pursuant to the provisions of this Contract.

12.093 The provisions of this Section of the Contract also apply to the hiring of replacements for members who have been granted a long term leave of one or more school years.

ARTICLE XIII SCHOOL CALENDAR

13.01 The Association will have input into the arranging of the school calendar including language designating parent-teacher conferences and conference exchange days for the following school year via the established means of the Association/Administrative Liaison Committee. The calendar agreed to in those meetings shall be presented to the Association for consideration and then to the Board.

ARTICLE XIV LENGTH OF SCHOOL DAY AND SCHOOL YEAR

14.01 Staff meetings, detention duty, curriculum meetings, etc. shall be kept to a minimum and shall be included within the work day to the extent possible. The teacher work day shall be seven (7) hours and thirty-five (35) minutes.

14.02 Extensions of the teacher work day or preempting a planning period shall be kept to a minimum.

14.03 The school year shall be 183 (one hundred eighty-three) days in length. The Board will seek one (1) waiver day for one (1) student instructional day annually. On the weekday immediately preceding the first student day there shall be one in-service/orientation/work day for staff, one-half of which shall be a student and meeting-free workday for staff. On the weekday immediately after the last student day of the first semester there shall be a second work day for staff that will be student and meeting free. Staff will work on that scheduled day or schedule and verify as worked the additional day or the equivalent hours prior to the start of the student year in writing with the building principal.

Additionally, students shall be dismissed early three (3) days during the school year. The placement / utilization of the early dismissal days shall be determined by the Association. The Association will provide the calendar committee with the dates / timing of the early release days for the next school year. No additional early dismissal days / hours shall be added to the school calendar unless agreed upon by the parties.

- 14.04 In order to accommodate and facilitate a common transportation schedule for the high school and grades six (6) through eight (8), the length of the student instructional day and the teacher work day at the sixth through eighth grade levels will be made the same as those of the high school.
- 14.05 Each staff member with a supplemental contract for extended days will submit an individual calendar to the superintendent / designee, in whole days only, for August of the following school year by June 1st. If needed, the staff member with a supplemental contract for extended days will submit an individual calendar, in whole days only, for June of the school year by April 1st. The Superintendent/designee may only reject or modify the individual's calendar for legitimate business or operational issues.

ARTICLE XV WORKING CONDITIONS

- 15.01 Instructional planning time is an essential ingredient for good instruction. In order to allow time for planning during the school day, the Superintendent shall work with principals in order to schedule at least a thirty (30) minute continuous duty-free, student-free planning period each day for each teacher.
- 15.02 Teachers in grades K through five (5) shall have a minimum of 150 minutes planning time each week within the student day and a total of 250 minutes within the work week in addition to their thirty (30) minute duty-free lunch period. Time before and after the student day shall be duty free.
- 15.03 a. In order to maximize the potential to have an optimum learning environment, the Board will strive to lower class size in all regular instructional classes, K – 3. This paragraph, Article XV, Section 15.03, is not subject to the grievance procedure.
- b. If the District approves a bond issue for any new buildings during the term of this Agreement, a joint Class Size / Resource Committee shall be formed, consisting of the Curriculum Director, the elementary building principals and three (3) teachers appointed by the Association President. The Committee will be set up at least nine (9) months before the opening of the new building(s). The Committee shall gather information, analyze resource information and make recommendations to the Superintendent regarding class size and resource issues within the District.
- c. When the average class size for a grade level exceeds twenty-five (25) students, based on average enrollment at that grade level during the first five-

school-day week in September, each classroom teacher at that grade level with more than twenty-five (25) students in her/his class shall be provided assistance for a minimum of three (3) hours per day of aide time or adjustment of other positions for so long as the teacher that year is assigned more than twenty-five (25) students.

15.04 MIDDLE SCHOOL - HIGH SCHOOL

Every teacher shall be guaranteed the equivalent of one (1) preparation period per day. When teachers are required to grade achievement tests or practice tests, the teachers by department at the high school, by department/team at the middle school, and by grade level/individually at the elementary schools may choose either to have one half-day substitute coverage (if performed on school hours) or to be paid for up to three and one-half (3.5) hours at the curriculum meeting hourly rate (if performed outside of school hours.) Consistent with past practice, when elementary classroom teachers are required to conduct one-on-one assessments, the teacher may request and the principal may provide substitute coverage.

15.05 The principal shall, in consultation with department/team members, assign periods taught, number of preparations, homerooms and other non-classroom duty, such as cafeteria duty, in an equitable manner within each building and/or department/team. Concerns shall be reviewed by the principal and department/team members.

15.051 The fifteen (15) minutes before and the fifteen (15) minutes after the student day at the high school shall remain duty free for the teachers. Teachers assigned to study hall at the high school will not be required to prepare or present a lesson for that assignment.

15.06 SCHOOL PROCEDURES

15.061 Each principal will provide each teacher assigned to the building with a handbook, written rules, regulations and/or procedures at the beginning of each school year.

15.062 In regard to the dispensing of medication, should there be any change in the present policy, the Board will negotiate the terms of the change prior to implementation.

15.07 TIME COMPENSATION

15.071 Teachers required to attend staffing conferences (such as for I.E.P'S) outside the work day will be compensated at their regular rate of pay provided that the conference has been approved by the principal.

15.072 Curriculum meetings which occur outside the work day shall be compensated at a rate equal to the "Bachelors-Step One" hourly rate.

15.073 If an administrator asks a teacher to cover another teacher's class, and the teacher accepts, or, if a teacher absorbs any part of another teacher's class upon the request of an administrator, the teacher shall

be paid at an hourly rate equal to 140% of the hourly rate of the Bachelors Degree, Step 0. The district plan for securing substitute teachers will be followed.

15.08 Certificated personnel will not be asked to perform custodial and/or clerical duties that fall outside of their job description.

15.09 FACILITIES FOR TEACHERS

15.091 Teachers shall be provided a faculty lounge.

15.10 Art, music, and physical education and library classes shall be taught by specialists certified to teach in those areas. The need for additional part-time art, music, physical education teachers will be handled on an individual basis and this may mean that such part-time employee might not be certified in one of the fields listed above and these employees' part-time assignment shall not be considered permanent.

15.11 Teachers who are assigned to more than one (1) building in the same school day shall be scheduled for reasonable "travel time" to consist of at least thirty (30) minutes.

15.111 "Travel time" shall include time to put materials away at one (1) building, travel to the next building, and to have materials available ready to teach.

15.112 Extra duties (i.e., bus duty, lunch room supervision) shall be reduced in consideration of the heavier work load of the traveling teachers.

15.12 Department and/or grade level representative/chairs will be established to facilitate specific needs. Positions shall be paid according to the approved placement on the supplemental salary schedule.

15.13 Smoking and all tobacco products are prohibited in the district and in district vehicles.

15.14 In-school suspension shall continue to be considered a non-certificated position, whether or not the person assigned to it has a certificate.

15.15 In assigning student teachers to cooperating teachers, the administration shall observe the following:

15.151 Cooperating teacher candidates should have participated in Pathwise, Ohio First or Praxis training and should have at least three years of service.

15.152 Avoid a cooperating teacher having more than one student teacher in a school year.

15.153 Rotate the assignment student teachers to cooperating teachers from school year to school year.

15.154 Consult with department chairs in Middle School and High School, and with grade level chairs/leaders at elementary school.

15.155 Assignments of student teachers to cooperating teachers will not be arbitrary or capricious.

15.16 Job-Sharing

It is recognized by the Board and by the Association there may be occasions in which two bargaining unit members may partner to share a single contract position. Job-sharing shall be voluntary. A decision to discontinue an existing job-sharing program shall be subject to the language of the Discontinuation of a Job-Sharing.

Job-sharing shall be arranged if all of the following conditions are met:

15.161 Initiation

15.1611 Members interested in job-sharing must prepare and submit a written joint proposal that must be submitted to the building principal prior to February 1 of the year prior to the job-share year to assure consideration.

15.1612 Members submitting a job-share proposal shall have been employed for a minimum of five (5) years in the District.

15.1613 When approved by the building principal, the plan shall then be submitted to the Superintendent for his/her approval.

15.1614 The Superintendent's final decision as to whether or not to agree to a job-sharing proposal shall be final and not subject to appeal or the grievance procedure.

15.1615 If the job-share proposal is denied by the Superintendent, he/she shall put the job-share denial in writing and provide a reason(s) why the job-share proposal was denied. A copy of the written denial shall be given to the building principal, Association president, and the members that submitted the job-share proposal.

15.162 Required Elements of the Job-Sharing Proposal

15.1621 A new proposal is required each year by February 1 to continue an existing job-share.

15.1622 All job-share situations, if approved, are in effect for one school year.

15.1623 Each team shall share one teaching assignment and shall explain how their educational philosophies and practices are compatible.

15.1624 Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation

shall continue for the entire year unless a change is approved by the teachers and building principal in writing.

- 15.1625 Both members shall attend all required in-services, conferences, open houses, IEP meetings and staff meetings, unless expressly excused by the building principal in writing.
- 15.1626 Both members shall assess students as usual and attend to all applicable classroom management duties.
- 15.1627 The members will be expected to maintain close communication on a daily basis using their overlap time, e-mail, voicemail, etc.
- 15.1628 The building principal may during the course of the school year implement any operational changes which he/she may deem necessary or desirable to improve efficiency, enhance participant job satisfaction or maximize the educational environment for students. However, such changes shall be consistent with the terms of this provision and the contract.
- 15.1629 The job-share proposal must address parent conferences, faculty meetings, field trips, IEP meetings, professional development days, grading, student records, planning time, duty assignments, overlap time, communications, classroom management and discipline and other matters of responsibilities of job-sharing partners.

15.163 Teacher Employment Rights

The members shall during their employment on a job-sharing basis:

- 15.1631 Retain full rights and benefits under the contract for part-time employees, except as modified by this Article.
- 15.1632 Salary and benefits will be determined by each member's FTE. The FTE agreed upon by the two parties shall be part of the job-share proposal.
- 15.1633 The total cost of compensation, including salaries, benefits, retirement, etc. cannot increase the operational expenditures for the district over what the total of such costs would be for the member in the job-share with greater seniority if she/he had the position full-time.
- 15.1634 Each job-share partner will substitute in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Exceptions to this requirement may be granted by the Superintendent / designee in writing. Substituting done by either partner in a job-share,

including substituting for the job-share partner, shall be at the current substitute teacher rate.

15.164 Discontinuation of Job-Sharing

15.1641 Participating members shall maintain a good faith effort to implement the program for the entire school year, unless released from the assignment by the Board. Should, due to unforeseen circumstances, a member be released from the job-sharing program during the course of the school year, the other member shall assume all the teaching responsibilities and return to full-time status, unless otherwise agreed by the Superintendent in writing.

15.1642 Upon dissolution of the job partnership, each job-sharing teacher shall be granted a full-time position for which she/he is certified within the District. If no full-time position is open, the team will remain intact until such time as a position is available. The individual with the most District seniority shall have the first choice of positions available including the job-sharing position.

ARTICLE XVI

ASSOCIATION/BOARD COOPERATIVE AGREEMENT

16.01 There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association. Nothing in this document shall prohibit any employee from presenting views to the Superintendent or the Board in accordance with Board policy.

16.02 The Association will have the right to request use of school buildings without cost at reasonable times for meetings. The request for use of a building will be submitted to the principal in advance of the time and place of all such meetings.

16.03 There will be one (1) bulletin board of appropriate size for partial use of the Association in the faculty lounge in each school building for the purpose of displaying notices, circulars, and other such material.

16.04 The Association will have the right to use the inter-school mail system to distribute material of the type described above and the use of office equipment.

16.05 The Association may request and will be provided with the names and addresses of all new teachers and all retiring teachers as soon as such information is available.

16.06 ASSOCIATION REPRESENTATIVES

16.061 The President of the Association or his/her designated representative, shall be allowed to visit schools before or after school hours to discuss problems or grievances that individual teachers may have.

16.07 POLICIES AND PROCEDURES HANDBOOK

A copy of the Board of Education policy book will be available in each building. The Board will provide copies of the negotiated Contract to all building principals, the Association President and each building representative.

ARTICLE XVII ENTRY YEAR/MENTOR TEACHER PROGRAM

The Entry Year Committee shall annually review the program as it is being implemented and shall provide to the Board and the Association by the May Board of Education regular meeting date, recommendations for an on-going Entry Year/Mentor Teacher Program.

ENTRY YEAR/MENTOR TEACHER PROGRAM

17.01 Purpose

The purpose of the Entry Year/Mentor Teacher Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual, and assessment of the performance of beginning teachers and other bargaining unit members who require a license. The Entry Year/Mentor Teacher Program and assessment examination does not replace the employment evaluation and is used exclusively for licensure determination.

17.02 Definitions

- 17.021 Mentor Teacher – a teacher who will provide formative assistance to an entry year teacher.
- 17.022 Entry Year Teacher – a teacher in the first year of employment under a teaching or educational personnel certificate who will be provided assistance by the mentor teacher.
- 17.023 Entry Year Committee – a committee consisting of the Superintendent or his/her designee and the ETA President or his/her designee which shall oversee the Entry Year/Mentor Teacher Program.

17.03 Criteria for Mentor Teachers

A teacher desiring to serve as a mentor teacher for the Entry Year/Mentor Teacher Program shall have been preferably employed in any district for a minimum of three (3) years.

17.04 Selection Process for Assignment of Mentor Teachers to Entry Year Teachers

- 17.041 If you have had Ohio First training, then you are entered to the mentor teacher pool and considered to be an Entry Year Teacher Mentor.

17.042 The Entry Year Committee shall select and assign mentor teachers to entry year teachers in accordance with provisions of this Article. The criteria for determining the most appropriate assignment of mentor teachers to entry year teachers, taking into consideration these following considerations:

1. A mentor teacher should only serve one (1) entry year teacher per school year, unless granted permission by the Entry Year Committee.
2. Mentors shall be chosen from the Mentor Pool.
3. The mentor teacher should first be chosen from those who apply within the entry year teacher's building and department or grade level and who have the required training.
4. If there is no mentor teacher available within the department/grade level in the building, then a mentor teacher should be chosen from within the building of the entry level teacher in a discipline as closely related to the entry year teacher's field as is possible.
5. If there is no mentor teacher available within the building, then a mentor teacher should be chosen from the District at large in a field as closely related to the entry year teacher's field as possible.
6. Where there are more than one (1) potential candidates for the position of mentor teacher, weight should be given for experience.

17.043 The Entry Year Committee shall follow these guidelines when a mentor teacher or entry year teacher requests a change in assignment:

1. A letter from the mentor, mentee, or both should be given to the building principal stating the problem.
2. The building principal will first attempt to mediate the situation.
3. If mediation fails, another mentor will be assigned (if there is one available and willing to take on the responsibility).
4. The assistant superintendent will determine compensation for the mentor by dividing the total salary by nine (9). The mentor will be paid one-ninth (1/9) for each month in the program.

17.05 Teaching Assignments of Mentor Teachers and Entry Year Teachers

The building principals shall make every attempt to provide work schedules for mentor teachers and entry year teachers which are compatible to maximize the ability of the mentor teachers and entry year teachers to confer.

17.06 Training and Release Time for Mentor Teachers

- 17.061 The Board shall provide training for all mentor teachers, including all components of Pathwise and/or Ohio First.
- 17.062 The Board shall provide release time for all mentor teachers to attend all training deemed necessary by the Entry Year Committee.
- 17.063 The mentor teacher shall have release time for consultation with the assigned entry year teacher and this time shall be provided or schedules shall be adjusted to facilitate mentor teacher/entry teacher meetings and observations of each other.

17.07 Compensation for Mentor Teachers

- 17.071 The mentor teacher shall be given a supplemental contract equal to the amount set forth at Level VI on the Supplemental Salary Schedule.
- 17.072 Travel allowance and other related expenses shall be granted where appropriate.

17.08 Release Time for Entry Year Teachers

- 17.081 The entry year teacher shall have release time for consultation with the assigned mentor teacher and this time shall be provided or schedules shall be adjusted to facilitate mentor teacher/entry teacher meetings and observations of each other.
- 17.082 Should the entry year teacher fail to complete the Entry Year/Mentor Teacher Program after one (1) attempt, it shall not adversely impact said teacher's employment because the OAC provides for a second opportunity to successfully complete the Entry Year/Mentor Teacher Program.

17.09 Confidentiality

- 17.091 Mentor teachers shall communicate directly with the entry year teacher and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the entry year teacher shall be confidential information.
- 17.092 No mentor teacher shall participate in any informal or formal contractual evaluation of an entry year teacher.
- 17.093 No mentor teacher shall be directed, required, or requested to make any recommendation regarding the employment of an entry year teacher.

17.10 Contractual Evaluation

The Entry Year/Mentor Teacher Program shall not replace employment evaluation. Evaluations of entry year teachers shall be conducted in accordance with the provisions of the evaluation procedure contained in Article VIII of this collective bargaining agreement and per applicable state laws.

ARTICLE XVIII STUDENTS WITH SPECIAL NEEDS

18.01 Students with Special Needs

18.011 Definition of Terms

1. An IEP shall refer to a student's individual educational plan.
2. Identified Students shall mean those students who have special needs which are addressed in an IEP.
3. The IEP Team shall refer to the student and his/her parents or guardians and those teachers, counselors, psychologists, and/or administrators who are involved in the development and the implementation of the IEP.
4. The MFE Team shall refer to the teachers, counselors, psychologists, and/or administrators, and special education coordinator or designee who convene for initial placements and three year evaluations.
5. A team meeting may include all the individuals from the IEP team or only those involved in meeting a student's needs or addressing a particular student issue.

18.012 Inclusive Environments for Meeting the Needs of Identified Students

1. Each teacher at each grade level shall have the opportunity to meet with the IEP team to discuss and provide input into decisions affecting the students with special needs who are in their classrooms. This includes the opportunity to participate in the annual IEP review. Teachers will be notified that IEP students are in their classes. Further, teachers will be informed of their instructional duties regarding IEP students. Special education staff will consult and meet with classroom teachers about IEP students within ten (10) days of those students entering the classroom.

2. Any teacher or administrator involved in the child's educational plan can request a team meeting at any time to review the needs, supports, and services for a student. The degree of supports and services and the environment in which services will be provided is part of the IEP which is a legal document based upon the student's needs.
3. If mutual planning time for an IEP meeting, an MFE meeting, or a team meeting consultation or collaboration meeting cannot be arranged within the contractual teaching day, then a meeting outside the school day will be approved by the building administrator or the Director of Special Education, and all bargaining unit members who attend the meeting will be paid a stipend of \$20 per hour, to be prorated in half hour increments. The meeting time and members in attendance will be documented on a time sheet form and submitted by the administrator to the Treasurer for reimbursement. Stipends will be paid at the end of each semester.

In lieu of being paid a stipend to attend IEP, MFE, or team meetings outside the school day, employees may choose to be released from classroom duties to attend IEP, MFE, or team meetings and substitutes shall be provided.

4. To preserve the educational balance in the classroom, the administrators, counselors, and/or special education teachers shall make every reasonable effort to assign identified students to classrooms in a manner which has been determined by the involved staff to be equitable.

18.013 Released Time

1. Released time will be given to special education teachers for IEP preparation. One day will be given for the preparation of one (1) to twelve (12) IEP's. Two days will be given for the preparation of more than twelve (12) IEP's. A staff member may request and the Superintendent will consider and may grant the request for additional release time for IEP preparation based on documented need for the time and substitute availability.
2. Released time will not be counted against professional leave.

18.014 Medical Support Services and Procedures

1. When the Board must supply specialized medical services required for a student, the Board will assign a nurse's aide or a school nurse to perform those medical services. Said nurse's aides will be trained by a school nurse.

2. Except for school nurses, or their trained representative(s) or designee(s), bargaining unit members shall not be custodians of medication nor shall they be required to dispense medications to students.
3. Except for school nurses, nurse's aides, and therapists, bargaining unit members shall not be required to perform specialized medical procedures on students nor shall they be required to perform individualized therapy techniques.

18.015 IEP Liability

1. No member shall be liable for the implementation of a student's IEP when the student has been reassigned to a different classroom and the reassignment has not occurred through the IEP process.
2. A bargaining unit member may be required to implement the IEP of a student enrolling in the district who already had an IEP at his/her prior school once the IEP or relevant portion of it has been provided to the member.

ARTICLE XIX
PERSONAL LEAVE

- 19.01 Personal days or portions of days are allotted for business or personal emergencies requiring attention during the school day that could not be taken care of outside of school hours.
- 19.02 Requests must be made in writing to the Superintendent at least three (3) work days prior to the day requested whenever possible. In special situations, the three (3) day period may be waived.
- 19.03 Personal leave days shall be unrestricted and no reason need be given to the administrator.
- 19.04 The employee shall inform the building principal that such a request has been made.
- 19.05 Three (3) personal days per year are allowed. A member shall be entitled to use one (1) additional personal leave day per year for a religious observance requiring his/her abstinence from work.
- 19.06 A personal day may not be used on the school day before or after a school holiday or vacation day, or a conference exchange day, or on an in-service day, and no more than seven percent (7%) of the teachers in the District (rounded up to a whole person) may use personal leave at the same time.

ARTICLE XX
PROFESSIONAL LEAVE

The Edgewood Board of Education recognizes that professional leaves are important to the growth of all teaching staff members in terms of development of new skills, and the ultimate beneficiaries are the students in the classroom. At the same time, it is acknowledged that other factors need to be taken into consideration:

- 20.01 Absences from the staff members' regularly assigned duties need to be kept to a minimum.
- 20.02 Financial constraints and basic fairness indicate that professional leaves will be approved on the premise that there will be an equitable distribution by teacher ratio among the buildings.

Therefore, the following procedures shall be followed:

- 20.03 Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, clinics, and may include visitations to other schools. Teachers accompanying/chaperoning students while on a Board approved activity are performing a contractual obligation. Professional leaves are not involved here.
- 20.04 Staff members may be granted professional leave on the recommendation of the Superintendent if the request meets either of the following criteria:
 - 20.041 Directly related to his/her assigned duties as an employee;
 - 20.042 Designed to improve the employee's performance in his/her assigned duties.
- 20.05 Requests for attendance at professional meetings must be submitted through the principal to the Superintendent on Board approved professional leave request forms. Such requests should reach the Superintendent no later than two (2) weeks prior to the date of departure. The Superintendent shall respond to the request within five (5) work days of the receipt of such a request. (Exceptions to the time limitations may be authorized by the Superintendent.)
- 20.06 Allowable expenses will be paid by the Board up to a maximum of \$150 per day and a maximum of three (3) days for employees who have been approved for professional leaves by the Superintendent. If unusual circumstances are present, the Superintendent may recommend an increase in either the allowable reimbursement or allowable length of an individual professional leave or both. Allowable expenses will include:
 - 20.061 Mileage for personal automobile, at the IRS rate;
 - 20.062 Plane, bus, train, and/or taxi fares;
 - 20.063 Registration fees;

- 20.064 Meals;
- 20.065 Lodging;
- 20.066 Parking.
- 20.07 Proper receipts are to be submitted to the building principal for all items which are to be reimbursed.
- 20.08 Attendance is ordinarily limited to two (2) persons from a department or activity at any one (1) conference, meeting, or clinic (exceptions may be approved by the Superintendent).
- 20.09 Out-of-state conferences are to be limited to one (1) per year per teacher (if unusual circumstances are present, this may be waived by the Superintendent).
- 20.10 Normally, no one (1) teacher shall be allowed more than three (3) days professional leave in any one (1) school year.
- 20.11 If an administrator requests and the Superintendent approves an employee to attend a particular workshop, clinic, or activity, these days will not be charged against the employee's allotment of three (3) days (see Item 20.10).
- 20.12 A report highlighting the pertinent information learned from attending the professional activity may be required at the discretion of the building principal. If required, the report shall be submitted within ten (10) work days after the professional leave is taken.
- 20.13 During the school year a staff member is designated as the District's teacher of the year, his/her professional leave will be at the discretion of the Superintendent.
- 20.14 The Board recognizes that on occasion a staff member will receive a stipend for attendance/participation at an approved professional leave. If the combination of (1) the employee's daily rate and the stipend is greater than (2) the allowable expenses and the employee's daily rate, the staff member is expected to reimburse the District the difference between (1) and (2) up to a maximum of the employee's daily rate.

ARTICLE XXI
ASSOCIATION LEAVE

- 21.01 The Association President and officially elected delegate or alternate may attend the annual OEA/NEA representative assembly. The President shall notify the Superintendent at least ten (10) calendar days prior to the meeting of the name of the delegate and/or alternate who will be attending the assembly.
- 21.02 The Association President or designee shall also be allowed released time in order to do Association related business by paying the cost of the substitute.

- 21.03 The Association President and Vice-President shall each receive one-half day (1/2 day) release time per quarter. The Board shall pay the cost of the substitute(s) for this release time.

ARTICLE XXII
CHILDBIRTH/ADOPTION LEAVE OF ABSENCE

- 22.01 An employee will be granted a leave of absence without pay for childbirth or adoption of a preschool age child. The leave must be applied for prior to childbirth or adoption. The employee may choose one (1) of the three (3) options:
- 22.011 Return at the beginning of the next school year;
 - 22.012 Return at the beginning of the second quarter or second semester of the next school year;
 - 22.013 Return at the beginning of the second school year after the year in which the leave has been granted.
- 22.02 Extensions of any of the above three (3) may be granted at the discretion of the Board.
- 22.03 Professional staff member on childbirth leave or child care leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits and major medical, providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence and the professional staff member pays to the Treasurer of the Board in advance each month the full amount of the monthly group plan premium of such coverages. Any over-payment of premium shall be refunded to the staff member upon termination of leave. No other compensation or fringe benefits shall be provided.
- 22.04 After the leave the employee will return to his/her same teaching position if that position exists or, if it does not exist due to cuts in program or enrollment, another position for which he/she is certified.
- 22.05 Employees on leave as of April 1 shall notify the Superintendent by that date of their intent to return or not to return at the beginning of the next school year. Notification must be given to the Superintendent by September 1 for those people planning to accept option two (2). (See 22.012).
- 22.06 The Board recognizes that the granting of unpaid childbirth/adoption leave does not preclude the employee from also exercising his or her statutory rights to sick leave and to maintain his/her group insurance premiums at the employee's expense.
- 22.07 Childbirth/adoption leave provisions may apply to either of the adopting or birth parents (father and/or mother).

ARTICLE XXIII
SABBATICAL LEAVE

- 23.01 A teacher who has completed five (5) years of service in the Edgewood City School District shall, upon the recommendation of the Superintendent and approval of the Board of Education, be granted a leave of absence for up to one (1) year subject to the following restrictions:
- 23.011 The teacher shall present to the Superintendent for approval a plan for professional growth prior to the granting of such leave.
 - 23.012 The Board of Education shall not grant such leave unless there is available a satisfactory substitute, nor grant such leaves to more than one (1) teacher in the elementary level and one (1) teacher at the secondary level at any one (1) time.
 - 23.013 After the leave the employee will be offered a teaching position in the field for which he/she is certified.
 - 23.014 No leave shall be longer than one (1) school year.
 - 23.015 No leave shall be granted to any teacher more often than once for every five (5) years of service.
 - 23.016 No leave shall be granted a second time to the same individual when other members of the staff have filed a request for such leave.

ARTICLE XXIV
SICK LEAVE

- 24.01 The sick leave policy of the Board of Education grants one and one quarter (1-1/4) days per month accumulated up to a total of 184 days. The cumulative total after being under continuous contract for twelve (12) months will be fifteen (15) days. Employees who have not yet earned or who have exhausted sick leave shall be loaned up to five (5) days of sick leave. When these employees return to work these loaned days must be restored to the Board as the employees accumulate them pursuant to the policy above. Paid sick leave shall be allowed for a period not to exceed an accumulated sick leave account. An employee may appeal to the Board of Education in writing through the Superintendent for special consideration for additional sick leave because of extreme hardship. At the end of the contract year the Treasurer's office shall review employee's sick leave accumulation and, if an employee has been disadvantaged by adding sick leave accumulation to a member's unused accumulation prior to deducting said sick leave, a reconciliation shall be made to adjust a member's sick leave accumulation.
- 24.02 A written, signed statement on forms prescribed by the Board to justify the use of sick leave is required. Falsification of a statement is grounds for suspension or termination of employment.

24.03 If medical attention was required during sick leave, the Board may request the name and address of the physician and the dates he/she was consulted.

24.04 Sick leave may be used for the following circumstances:

24.041 Personal illness;

24.042 Personal injury;

24.043 Exposure to contagious diseases which could be communicated to others;

24.044 Illness or injury in the immediate family;

24.045 Death in the immediate family;

24.046 Pregnancy, childbirth or a childbirth-related medical condition by the employee or his spouse;

24.047 Adoption - up to four (4) weeks for the adoption of a preschool child;

24.048 Up to three (3) days per year for death outside the immediate family.

24.05 The immediate family shall be defined as those living in the employee's household, parents, parents-in-law, children living in a separate household, sisters, brothers, sisters-in-law, brothers-in-law, grandparents, and grandchildren. In certain circumstances, the definition of immediate family may be expanded by administrative decision.

24.06 Employees new to the District who have accrued sick leave in other Ohio public agencies are responsible for having said days transferred to Edgewood School District.

24.07 If a teacher uses sick leave on an entire scheduled day and evening for parent conferences, he/she will be charged with one and one-half (1-1/2) days of sick leave.

The teacher must reschedule the conferences within seven (7) working days. Upon the principal's verification that the conferences have been held, the teacher will have the one-half (1/2) day reinstated.

24.08 When an employee anticipates being absent for an extended period of time (i.e., ten or more consecutive days), the employee shall provide a statement from his/her physician/psychologist verifying the employee's need for sick leave and its anticipated duration.

The Superintendent may, upon evidence of frequent or unusual absence, require the name of the attending physician or surgeon, if any. If the problem continues, the Superintendent may request a doctor's certificate for any subsequent absences. However, the Superintendent shall provide the member with a written notification prior to making such a request. Provisions of this section shall not be exercised in an arbitrary and/or capricious manner.

24.09 SICK LEAVE BANK

24.091 Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the ETA. Between September 1 and October 1 of each school year each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October. Only bargaining unit members who donated a minimum of one (1) day to the Sick Leave Bank during the most recent donation period may request sick leave from the Sick Leave Bank.

24.092 A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two representatives appointed by the Superintendent and three representatives appointed by the ETA President. The duties of the Oversight Committee shall include the following:

24.0921 Distribution and collection of the Sick Leave Bank Donation Forms each school year during the month of September;

24.0922 Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

24.0923 Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.)

24.0924 Monitoring of all usage of days from the Sick Leave Bank;

24.0925 Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and recipients from the Sick Leave Bank.

24.093 Policy Procedures

In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Sick Leave Bank shall, as a condition of application agree in writing as follows "I specifically acknowledge and agree that the granting of days from the Sick Leave Bank shall be bound by the procedures set forth in Article 24, Section 24.095, of the master agreement. All decisions of the Sick Leave Bank Oversight Committee shall be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and

hold harmless the Edgewood City School District, the Edgewood Teachers Association, the Sick Leave Bank Oversight Committee and all their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.”

- 24.094 A member must meet all of the following requirements:
- 24.941 The member’s personal sick leave accumulations must be exhausted;
 - 24.942 The need for additional sick leave must be based upon illness, injury, and/or surgery;
 - 24.943 A physician must verify the member’s need to be off work.
- 24.095 Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member’s personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required physician’s statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member’s disability is denied by the STRS Board, a member may apply for withdrawals from the Sick Leave Bank.
- 24.096 Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one day per person.
- 24.097 All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

24.10 FAMILY MEDICAL LEAVE

An employee who has worked for the District for at least twelve (12) months is eligible for twelve (12) work weeks of leave during a twelve (12) month period provided that the employee worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

- 24.101 Types of leave which are covered under this provision:
- 24.1011 Birth and first year care of a child;
 - 24.1012 Adoption or foster placement of a child;
 - 24.1013 Serious illness of an employee's spouse, parent or minor child (including foster, step or adopted children);
 - 24.1014 Employee's own serious health condition that keeps the employee from performing the essential functions of his/her job.
- 24.102 The employee must first use his/her accrued sick leave as all or part of his/her FML leave to the extent that other sections of this Contract permit.
- 24.103 If the employee has been absent during the contract year for one (1) of the above four (4) reasons for more than three (3) consecutive weeks, any additional leave during that contract year shall be considered as a part of the twelve (12) week period.
- 24.104 Intermittent leave, which is leave taken in separate blocks of time due to an illness or injury and reduced leave is a leave which is scheduled that reduces the employee's usual number of hours per work week or hours per work day.
- 24.1041 Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.
 - 24.1042 The employee who wishes to use intermittent or reduced leave must have the prior approval of the District. The employee shall furnish the District with the expected dates of the planned leave and the duration. The Superintendent must authorize such leave in writing.
 - 24.1043 The District may require the employee to choose either to:
 1. take the leave for a period or periods of a particular duration, not greater than the planned treatment;
 2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

- 24.105 The District will maintain its contribution to the cost of the employee's medical health coverage during the period of FMLA leave. The employee should make arrangement with the District Treasurer to pay the employee's share of health care premium prior to the beginning of the FMLA leave. The premium for the following month shall be paid to the District Treasurer on or before the 25th day of the preceding month.
- 24.106 When the FML is foreseeable, such as for planned medical treatment, the employee must notify the District of his/her request for the leave at least thirty (30) calendar days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is possible. Emergencies which necessitate such leave may be by verbal communication with the Superintendent, confirmed in writing to the Superintendent within forty-eight (48) hours.
- 24.1061 When the employee requests medical leave, the employee must make reasonable attempts to reschedule treatment so as not to disrupt the District's operations.
- 24.1062 The employee must provide certification from a health care provider as to the reason for the leave. If there is a question concerning the validity of the certification, the District may require, at its expense, a second and a third opinion. The health care provider who is to render the second and third opinion must be mutually agreed to by the employee and the District.
- 24.107 When the employee returns from the leave, the District will restore the employee to the same or an equivalent position with equivalent benefits, pay, term and conditions of employment.
- 24.108 While the employee is on the leave, the Superintendent may require the employee to provide medical certification to justify continuation of the leave periodically.
- 24.109 Upon return from personal illness, the employee must provide the Superintendent with a statement from his or her health care provider certifying his or her ability to return to work.
- 24.1010 The District is entitled to recover its costs of medical health care premiums paid during the leave if the employee fails to return from leave. However, recovery cannot occur if the employee fails to return because of the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the control of the employee.

ARTICLE XXV
JURY DUTY/APPEARANCE IN COURT

- 25.01 A member of the bargaining unit shall receive his/her regular rate of pay while serving on jury duty or appearing in court in response to a subpoena or to an administrative hearing in which the employee is not a party.
- 25.02 In accordance with statutes, the member serving on jury duty or appearing in court shall endorse to the Treasurer of the Board of Education all fees received by him/her for serving or appearing.

ARTICLE XXVI
SEVERANCE PAY

26.01 Employees retiring from Edgewood School District shall be granted severance pay as follows: Severance pay shall consist of two parts, designated as Part A and Part B below, added together.

26.011 Part A of severance pay shall consist of one-third (1/3) of the total unused sick leave days accumulated up to a maximum of sixty-one (61) days.

26.012 Part B shall consist of additional days of severance pay earned by an eligible teacher based upon attendance. An "eligible teacher" is one who begins a school year already having one hundred eighty-two (182) days of accumulated and unused sick leave to his or her credit. In each school year in which a member is eligible, the member may accrue additional severance days beyond his/her Part A severance calculation as follows. The District shall combine the sick leave which a member could accrue in a year with the personal leave to which the member is entitled in a year; and, based upon the combined unused sick leave and personal leave a member has at the end of the year, the member shall be granted additional severance days set forth in the table below. These days shall accumulate from year to year and shall be added to the base calculation in severance pay as set forth in Section A above.

Combined Unused Personal
and Sick Leave Days During
the Year

Number of Part B Additional
Severance Days

17	3.0 days
16	2.5 days
15	2.0 days
14	1.5 days
13	1.0 days

- 26.013 The per diem rate is based on the teacher's placement on the base salary schedule at the time of retirement, divided by the number of days covered in his/her contract for their last working day.
- 26.02 The retiring employee may opt to receive the severance pay either within thirty (30) calendar days following retirement certification to the Treasurer or after December 31 of the year of his/her retirement. After receipt in the Board of Education office of the employee's official form for retirement from the state retirement system and after notification by the Treasurer of eligibility for severance pay, the retiring employee must notify the Treasurer of his/her choice of payment within thirty (30) calendar days.
- 26.03 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.
- 26.04 A member with ten (10) years of service who dies while in active service of the District is deemed to have retired the day prior to his/her death.

ARTICLE XXVII
PAY PERIODS

- 27.01 All regularly contracted employees will be paid twenty-six (26) times per year. Beginning with the 2009-2010 school year, all regularly contracted employees will be paid twenty-four (24) times per year. The paydays will be on the 5th and the 20th of the month.

All employees shall be paid by direct deposit to a bank of each employee's choice. Should an employee be overpaid, the Treasurer shall notify the member in a letter before recoupment of the overpayment. If the overpayment is salary overpayment, the overpayment will be deducted over the remaining pay periods of that year's pay cycle. If the salary overpayment is more than a total of \$500 and recoupment has not begun by May 31, the overpayment will be deducted over the remaining pay periods in that pay cycle and the pay cycle of the following school year (if the teacher is under contract for the following year).

27.02 SALARY SCHEDULE

Attached as Appendix B is the salary schedule for the duration of this contract.

- 27.03 The following definition shall apply to the training columns on the attached salary schedules:

27.031 Non-degree column shall mean any teacher so designated by the department of education who does not hold a Bachelor's degree or its equivalent.

27.032 Bachelor's column shall mean a Bachelor's degree or its equivalent as designated by ORC from any accredited institution.

- 27.033 150 hours column shall be renamed BA+15; however, all present staff shall be grandfathered so that no harm shall come of this change to any present staff.
- 27.034 Master's column shall mean a Master's degree from any accredited institution.
- 27.035 Master's plus fifteen (15) hours column shall mean:
 - 27.0351 Effective September 1, 1990, this column shall mean fifteen (15) semester hours earned after the earning of the Master's degree.
- 27.036 Master's plus thirty (30) hours column shall mean:
 - 27.0361 Effective July 1, 2010, this column shall mean thirty (30) semester hours earned after the earning of the Master's degree.

27.04 SUPPLEMENTAL SALARIES

Attached as Appendix C is the Supplemental Salary Schedule for the duration of this contract.

ARTICLE XXVIII
PAYROLL DEDUCTIONS

- 28.01 The Board shall provide, through its Treasurer, payroll deductions of the matters listed below as a service to the members:
 - 28.011 State, national, local income taxes and Medicare;
 - 28.012 Retirement, including payments for employee share of STRS service credit purchase by an employee;
 - 28.013 Premiums for insurances purchased through the District;
 - 28.014 Association dues/fair share fee;
 - 28.015 Tax sheltered annuities, as well as 457 and 403 plans, provided there is a minimum of five (5) enrollees for any new company. Members may enroll in annuity programs during the week ending with the second Friday of September and during the week ending the first Friday in February. The Treasurer will mail checks to annuity companies on the last payday of the month;
 - 28.016 United Appeal donations;
 - 28.017 Credit Union;

- 28.018 Political contributions;
- 28.019 Ohio Tuition Trust Authority, or other equivalent agent, provided at least twelve (12) employees sign up for deductions, sign-up to be within the annuity enrollment windows (first Friday in September and first Friday in February).
- 28.02 The Board agrees to deduct from the salaries of the teachers, who so indicate by a signed authorization, dues for the Association and to transmit the monies to the Treasurer of the local Association when requested. The deductions will be made in fourteen (14) equal consecutive installments, November through May.
- 28.021 Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and any organizations with which the Association is affiliated and which are affiliated with the Association.
 - 28.0211 Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates.
 - 28.0212 Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deduction or employment with the Board terminates.
- 28.022 If a member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within forty-eight (48) hours of such action, the name(s) of said member(s) making such a request.
- 28.023 Those members who join after September 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the deduction period of the school year in which they join the Association.

28.03 RIGHT TO FAIR SHARE FEE

- 28.031 Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the ETA, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 28.032 Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association

to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

28.033 Schedule of Fair Share Fee Deductions

28.0331 All fair share fee payers - Each year of this Contract, payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

28.0332 Upon termination of membership during the membership year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

28.034 Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

28.035 Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. § 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

28.036 Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

28.037 Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

28.0371 The Board shall give a ten (10) work day written notice of any claim made or action filed against the employer

by a non-member for which indemnification may be claimed;

28.0372 The Association shall reserve the right to designate counsel to represent and defend the employer;

28.0373 The Board agrees (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) to permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

28.0374 The Board acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

28.04 ANNUITY DEDUCTIONS

Changes from one (1) annuity provider or carrier to another and changes in the amount of salary reduction shall take place only twice a year, at the request of the employee. Designation of new annuity providers shall be considered viable agents by the District when they have met the required minimum of five (5) of the District's full time employees. Annuity deductions shall begin when the new annuity provider meets the required minimum number of contracts. Deductions will begin the first payroll of the month following the approved deadlines.

ARTICLE XXIX INSURANCES

29.01 Effective during the period of this Master Contract, the following insurance programs shall be available for all regular teaching staff members covered by the Contract who complete the required applications for such insurance and transmit such applications to the Treasurer of the Board. Appropriate information and application forms will be provided to all new teaching staff members by the administration at time of pre-employment processing and it is desirable that such applications be completed and filed at that time if the teaching staff member desires insurance coverage. A notification regarding the annual open enrollment period will be posted in each school building prior to and during such annual open enrollment period.

29.02 The Board of Education will provide a comprehensive health care plan which is offered under the Butler County Consortium, with deductibles and benefits as defined in the common plan for the Butler County Schools. The Board reserves the right not to belong to the Consortium so long as the coverage is the same or better than that provided through the Consortium.

29.03 All insurances shall be available for all teaching staff members on the active working payroll who have made application for such insurance on or before the effective date of this Master Contract, who are regular teaching staff members employed by the Board, who either: (1) work at least six (6) hours per day and work at least thirty-six (36) weeks per year; or (2) have an annual contract with the Board, and for whom coverage is in effect prior to the effective date of this Master Contract. Board share for part-time employees will be as follows:

<u>Part-time Hours Worked Per Day</u>	<u>% of Board Share</u>
2 - less than 3	1/3 of full time share
3 - less than 4	1/2 of full time share
4 - less than 5	2/3 of full time share
over 5	5/6 of full time share

29.04 All insurances shall be available for all teaching staff members who make application for such insurance and/or such teaching staff members who are hired after the effective date of this Master Contract, for all such teaching staff members who are regular teaching staff members of the Board, who either: (1) work at least six (6) hours per day and work at least thirty-six (36) weeks per year, or (2) have an annual contract with Board, and who complete the required insurance forms and have the same filed with the office of the Treasurer of the Board. Upon completion and filing of the required forms before the tenth day of employment, coverage becomes effective on the date of hire or first day on active working payroll, whichever is the later date. (Exception is life insurance which will be effective thirty (30) calendar days after the first day on the active working payroll.)

29.05 If applications are not filed within the ten (10) work day period, coverage will not be available until the next open enrollment period as determined by the insurance carrier.

29.06 Changes in types of coverage (i.e., single to family) must be done in writing and in compliance with the carriers requirements. Contact the Treasurer's office for information and applications.

29.07 The foregoing medical insurance shall be continued for any eligible teaching staff member who pays the teaching staff member's portion set forth in this Article during any period when such teaching staff member is on the active working payroll, compensated leave of absence, noncompensated approved leave of absence of less than thirty (30) calendar days, disability leave of absence of less than thirty (30) calendar days, or for teaching staff members working only during the regular school year and not working during the summer break period, until such teaching staff members either resign their employment status or fail to return to active working status at the commencement of the next school year. Teaching staff members on noncompensated approved leave of absence (including disability leave of absence of over thirty (30) calendar days duration) who desire to continue medical insurance coverage during this approved leave of absence period may do so by paying the full 100% premium for such insurance to the Treasurer of the Board on or before the tenth day of the month prior to any month such coverage is desired to be continued.

In the event coverage is discontinued for any period, the teaching staff member shall have the right to acquire insurance through the insurance carrier in accordance with its policies and coverage cannot be reacquired through the Board until the teaching staff member returns to active working status. It is understood that the Board assumes no responsibility for any cancellation of insurance coverage.

29.08 HOSPITAL/SURGICAL/MAJOR MEDICAL INSURANCE

The Board shall pay 90% of the single enrollment cost, 90% of the single plus one (1) contract cost, and 90% of the family enrollment cost for all full-time employees who enroll in either coverage.

29.081 A full-time employee who drops the Board's health insurance coverage for the life of this three (3) year collective bargaining Contract shall be entitled to an annual payment of \$333.33. Less than full-time employees will have their payments pro-rated based on Board health care contribution rates, as follows:

Part-time Hours Worked <u>Per Day</u>	<u>\$333.33 = Full Share (Annual Payment)</u>
2 - less than 3	1/3 of full-time share
3 - less than 4	1/2 of full-time share
4 - less than 5	2/3 of full-time share
over 5	5/6 of full-time share

29.09 DENTAL INSURANCE

The Board shall pay 90% of the single contract cost, 90% of the single plus one (1) contract cost, and 90% of the family contract cost for all full-time employees who enroll in either coverage. The employee's share of the premium cost shall be paid through payroll deduction.

29.091 Upon acceptance of the BHP dental specifications by the membership, the BHP plan shall be the plan for the term of this Contract.

29.092 The Board reserves the right not to belong to the BHP Consortium so long as the coverage is the same or better than that provided through the Consortium.

29.10 VISION INSURANCE

The Board shall provide VSP Coverage according to PLAN C Schedule of Benefits found in Appendix I, attached. The Board shall offer coverage for employee, employee +1 and family. The Board shall pay 70% of the premium for the plan chosen by the employee, and the employee shall pay 30% of the premium for the plan.

29.11 TERM LIFE INSURANCE

The Board of Education will provide \$25,000 of term life insurance for all eligible employees with premiums fully paid by the Board.

29.111 Life insurance will be effective thirty (30) calendar days after the first day on the active working payroll.

29.112 The insurance will provide double indemnity in the case of accidental death or dismemberment, disability coverage benefits and conversion privilege, as well as guaranteed insurability.

29.12 SECTION 125 PLAN

29.121 The Board shall implement a tax shelter of the employee's health insurance contribution pursuant to Section 125 of the Internal Revenue Code, beginning with the 1994-95 payroll.

29.122 In addition to the current implementation of an IRA Section 125 Plan to deduct current insurance premiums before taxes, the Board shall implement IRS Section 125 plans to deduct other insurance premiums requested by the member, medical expenses, and dependant care costs.

29.123 Members shall have the opportunity to complete a Salary Redirection Agreement during the month of September each year.

29.124 The Board Treasurer shall make deductions from members' paychecks before taxes as directed in each member's Salary Redirection Agreement.

29.125 Members may request deductions for up to the maximum allowable IRS amount for dependant care and for medical expenses.

ARTICLE XXX
STRS PICK-UP

The Board of Education of the Edgewood City Schools herewith agrees with the Edgewood Teachers Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

30.01 An amount equal to the employee's total contribution will be picked-up and paid on behalf of each employee including contributions on supplemental earnings.

30.02 The Board shall compute and remit all applicable contributions to STRS based upon annual salaries and any other earned compensation(s)*.

- 30.03 The pick-up percentage shall apply uniformly to all employees of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- 30.04 Definitions - *Annual Salary - The adjusted salary plus the employer pick-up of the employee's contribution to STRS. Adjusted salary - the annual salary minus the employer pick-up (salary which appears on the employee's W-2 form).
- 30.05 Said "pick-up" shall not result in additional cost to the Board of Education.

ARTICLE XXXI
MILEAGE REIMBURSEMENT

- 31.01 Any employee who must use his/her own car to travel during the course of the school day shall be reimbursed at the IRS rate adopted for travel covered by Board of Education policy.

ARTICLE XXXII
TUITION-FREE SCHOOL ATTENDANCE

- 32.01 The child or children of compulsory school age of a teacher employed by the Board on a full-time regular teaching contract shall be entitled to attend school in the District on a tuition-free basis on these conditions:
 - 32.0101 The teacher must notify the Superintendent in writing by August of the enrollment of the child for that school year.
 - 32.0102 The teacher must have legal custody of the child and the child must reside in the teacher's household.
 - 32.0103 The teacher must provide the child's transportation to and from school.
 - 32.0104 The teacher shall be obligated to reimburse the Board by payroll offset for all costs mandated or incurred in connection with the child's schooling for services beyond regular classroom instruction which exceed a total of \$200 in a school year including, but not limited to, the cost of extracurricular activities, books, transportation, and any other special services or instruction.
 - 32.0105 The teacher may not be on an unpaid leave during the school year in excess of thirty (30) work days.
 - 32.0106 Enrollment under this Article automatically shall be revoked upon the determination and written notice to the teacher that continued attendance of the child is no longer in the best interest of the child, other students or other District personnel.

ARTICLE XXXIII
HOURLY PAY APPLICABLE TO CERTIFICATED STAFF

- 33.01 The hourly rate of pay shall be calculated as follows: the base salary divided by 183 divided by 7.5833.
- 33.02 When hired to work for a specific number of hours per day, the employee shall be paid for that number of hours although other duties may be assigned to the employee should it be impossible to perform his/her regularly assigned duty.
- 33.03 The hourly employee shall be paid for any meetings he/she is required to attend by his/her supervisor(s) which occur outside the regularly assigned hours.

ARTICLE XXXIV
EDUCATION REIMBURSEMENT

- 34.01 The Board shall provide for members \$45,000 for the 2008-2009 school year, \$47,000 for the 2009-2010 school year and \$48,000 for the 2010-2011 school year annually for tuition and college fee reimbursement for course work which is related to the member's teaching or certification field(s). Course work which is not related to the member's teaching or certification field(s) will not be reimbursed unless approved by the Superintendent.
- 34.02 A member must be employed by, on approved leave from, or on a recall list to the district during the fall following the term(s) in which he/she has taken course work in order to receive reimbursement.
- 34.03 The amount of reimbursement shall be prorated and determined by the number of members participating and the amount of course work approved during the previous year, but in no case shall reimbursement exceed 50% of the cost of tuition and college fees. A year shall be defined as September 1 through August 31.
- 34.04 Only course offerings from a four-year college or university, or extension thereof, will be accepted unless approved by the Superintendent.
- 34.05 Unless approved by the Superintendent, tuition for undergraduate courses will not be reimbursed unless there is a direct relationship to the current teaching responsibility or certification area(s) of the member or unless the course is a Superintendent approved course sponsored by the District.
- 34.06 Application for reimbursement shall be made to the Superintendent prior to starting the course work.
- 34.07 Members who qualify shall receive reimbursement in the second paycheck of October. Proof of credit (transcript) and receipt of payment must be submitted to the Superintendent two weeks prior to payment.
- 34.08 Reimbursement will not be made for grades lower than a "B." Reimbursement will be made for successfully completed courses taken for "credit" (if ungraded). No

reimbursement shall be made where tuition is paid by scholarship, fellowship or grant. However, a member who uses a certificate issued from an accredited university for his/her supervision of a student teacher will be reimbursed under the regulations and procedures listed above.

34.09 Reimbursement shall be for courses beginning with the fall term, 2000.

ARTICLE XXXV
CRIMINAL BACKGROUND CHECKS

35.01 In accordance with O.R.C. §3319.39, anyone hired into a bargaining unit position is employed on a conditional basis until the Superintendent receives a satisfactory criminal background check from Bureau of Criminal Identification and Investigation or the Federal Bureau of Investigation. If the Superintendent receives a criminal background report from BCII or FBI that discloses a conviction or guilty plea to an offense which disqualifies the person from holding the position under O.R.C. §3319.39, the Superintendent or designee shall hold a conference with the conditionally hired employee, where the employee will have the right to Association representation. A copy of the report shall be given to the employee, who will then have an opportunity to explain the report and any other relevant information. If the Board is required to release the person from employment by O.R.C. §3319.39, the Superintendent or designee shall give the employee and the Association representative written notice of the release and its effective date. Other provisions of this Contract and statutes pertaining to nonrenewal and termination of teachers shall not apply to the release of a conditionally hired employee pursuant to O.R.C. §3319.39. Neither the employee nor the Association may file a grievance concerning the employee's release.

ARTICLE XXXVI
DURATION OF CONTRACT

36.01 The provisions of this Master Contract shall be effective as of July 1, 2008, and shall remain in full force and effect through June 30, 2011.

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2008.

President of the Board of Education

President of the Association

Board Negotiator

Association Negotiator

GRIEVANCE FORM

EDGEWOOD CITY SCHOOL District

Name of Grievant	Position	Date Submitted
School	Name of Administrator	
Grievant accompanied by		

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation, or misapplication of this Contract.

(If additional space is needed, use additional sheet.)

Did grievant have oral discussion with principal? Yes___ No___

What remedy is sought?

Date Grievant's Signature

EMPLOYER'S RESPONSE ON BACK

SECTION FOR EMPLOYER:

Date Received _____

A. In answer to grievance, include parts of the Contract which are basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

- 1. Original to school principal's file
- 2. Copy to Superintendent
- 3. Copy to grievant
- 4. Copy to ETA President/Grievance Committee

Date

Administrator's

Appeal Section: I desire to appeal the above decision.

Date

Signature of Appellant

Date

Signature of Chairperson, ETA Grievance Committee

**EDGEWOOD CITY SCHOOL DISTRICT
2008-2009 SALARY SCHEDULE**

BASE SALARY = \$31,959

<u>STEP</u>	<u>NON-DEGREE</u>		<u>BACHELORS</u>		<u>BACH.+15</u>		<u>MASTERS</u>		<u>MASTERS+15</u>	
	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
0	0.8650	27,645	1.0000	31,959	1.0380	33,174	1.0950	34,996	1.1160	35,667
1	0.9030	28,859	1.0460	33,430	1.0870	34,740	1.1530	36,849	1.1760	37,584
2	0.9410	30,074	1.0920	34,900	1.1360	36,306	1.2110	38,703	1.2360	39,502
3	0.9790	31,288	1.1380	36,370	1.1850	37,872	1.2690	40,556	1.2960	41,419
4	1.0170	32,503	1.1840	37,840	1.2340	39,438	1.3270	42,410	1.3560	43,337
5	1.0550	33,717	1.2300	39,310	1.2830	41,004	1.3850	44,264	1.4160	45,254
6	1.0550	33,717	1.2760	40,780	1.3320	42,570	1.4430	46,117	1.4760	47,172
7	1.0550	33,717	1.3220	42,250	1.3810	44,136	1.5010	47,971	1.5360	49,090
8	1.0550	33,717	1.3680	43,720	1.4300	45,702	1.5590	49,825	1.5960	51,007
9	1.0600	33,877	1.4140	45,191	1.4790	47,268	1.6170	51,678	1.6560	52,925
10	1.0830	34,612	1.4600	46,661	1.5280	48,834	1.6750	53,532	1.7160	54,842
11	1.0830	34,612	1.5060	48,131	1.5770	50,400	1.7330	55,385	1.7760	56,760
12	1.0830	34,612	1.5520	49,601	1.6260	51,966	1.7910	57,239	1.8360	58,677
13	1.0830	34,612	1.5980	51,071	1.6750	53,532	1.8490	59,093	1.8960	60,595
14	1.0830	34,612	1.5980	51,071	1.6750	53,532	1.8490	59,093	1.8960	60,595
15	1.0830	34,612	1.6440	52,541	1.7240	55,098	1.9070	60,946	1.9560	62,512
18	1.0830	34,612	1.6900	54,011	1.7730	56,664	1.9650	62,800	2.0160	64,430
25	1.0830	34,612	1.7360	55,481	1.8220	58,230	2.0230	64,654	2.0760	66,347
30	1.0830	34,612	1.7360	55,481	1.8220	58,230	2.0230	64,654	2.0760	66,347
35	1.0830	34,612	1.7360	55,481	1.8220	58,230	2.0230	64,654	2.0760	66,347

Article 15.071 for staffing conferences (such as IEP's) outside the work day – paid at the individual teacher's hourly rate of pay;

Article 15.072 for curriculum meetings outside the work day – paid at BA Step 1 = \$24.09 per hour;

Article 15.073 to cover/absorb another class – 140% of BA Step 0 = \$32.25 per hour;

Article 33.01 for other – paid at BA Step 0 = \$23.03 per hour.

APPENDIX B-2

EDGEWOOD CITY SCHOOL DISTRICT
2009-2010 SALARY SCHEDULE

BASE SALARY = \$32,838

STEP	NON-DEGREE		BACHELORS		BACH.+15		MASTERS		MASTERS+15	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	0.8650	28,405	1.0000	32,838	1.0380	34,086	1.0950	35,958	1.1160	36,648
1	0.9030	29,653	1.0460	34,349	1.0870	35,695	1.1530	37,863	1.1760	38,618
2	0.9410	30,901	1.0920	35,860	1.1360	37,304	1.2110	39,767	1.2360	40,588
3	0.9790	32,149	1.1380	37,370	1.1850	38,914	1.2690	41,672	1.2960	42,559
4	1.0170	33,397	1.1840	38,881	1.2340	40,523	1.3270	43,577	1.3560	44,529
5	1.0550	34,645	1.2300	40,391	1.2830	42,132	1.3850	45,481	1.4160	46,499
6	1.0550	34,645	1.2760	41,902	1.3320	43,741	1.4430	47,386	1.4760	48,469
7	1.0550	34,645	1.3220	43,412	1.3810	45,350	1.5010	49,290	1.5360	50,440
8	1.0550	34,645	1.3680	44,923	1.4300	46,959	1.5590	51,195	1.5960	52,410
9	1.0600	34,809	1.4140	46,433	1.4790	48,568	1.6170	53,100	1.6560	54,380
10	1.0830	35,564	1.4600	47,944	1.5280	50,177	1.6750	55,004	1.7160	56,351
11	1.0830	35,564	1.5060	49,455	1.5770	51,786	1.7330	56,909	1.7760	58,321
12	1.0830	35,564	1.5520	50,965	1.6260	53,395	1.7910	58,813	1.8360	60,291
13	1.0830	35,564	1.5980	52,476	1.6750	55,004	1.8490	60,718	1.8960	62,261
14	1.0830	35,564	1.5980	52,476	1.6750	55,004	1.8490	60,718	1.8960	62,261
15	1.0830	35,564	1.6440	53,986	1.7240	56,613	1.9070	62,623	1.9560	64,232
18	1.0830	35,564	1.6900	55,497	1.7730	58,222	1.9650	64,527	2.0160	66,202
25	1.0830	35,564	1.7360	57,007	1.8220	59,831	2.0230	66,432	2.0760	68,172
30	1.0830	35,564	1.7360	57,007	1.8220	59,831	2.0230	66,432	2.0760	68,172
35	1.0830	35,564	1.7360	57,007	1.8220	59,831	2.0230	66,432	2.0760	68,172

Article 15.071 for staffing conferences (such as IEP's) outside the work day – paid at the individual teacher's hourly rate of pay;

Article 15.072 for curriculum meetings outside the work day – paid at BA Step 1 = \$24.76 per hour;

Article 15.073 to cover/absorb another class – 140% of BA Step 0 = \$33.14 per hour;

Article 33.01 for other – paid at BA Step 0 = \$23.67 per hour

EDGEWOOD CITY SCHOOL DISTRICT
2010-2011 SALARY SCHEDULE

BASE SALARY = \$33,659

STEP	NON-DEGREE		BACHELORS		BACH.+15		MASTERS		MASTERS +15		MASTERS +30	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	0.8650	29,116	1.0000	33,659	1.0380	34,939	1.0950	36,857	1.1160	37,564	0.000	-
1	0.9030	30,395	1.0460	35,208	1.0870	36,588	1.1530	38,809	1.1760	39,583	0.000	-
2	0.9410	31,674	1.0920	36,756	1.1360	38,237	1.2110	40,762	1.2360	41,603	0.000	-
3	0.9790	32,953	1.1380	38,304	1.1850	39,886	1.2690	42,714	1.2960	43,623	0.000	-
4	1.0170	34,232	1.1840	39,853	1.2340	41,536	1.3270	44,666	1.3560	45,642	0.000	-
5	1.0550	35,511	1.2300	41,401	1.2830	43,185	1.3850	46,618	1.4160	47,662	0.000	-
6	1.0550	35,511	1.2760	42,949	1.3320	44,834	1.4430	48,570	1.4760	49,681	0.000	-
7	1.0550	35,511	1.3220	44,498	1.3810	46,484	1.5010	50,523	1.5360	51,701	0.000	-
8	1.0550	35,511	1.3680	46,046	1.4300	48,133	1.5590	52,475	1.5960	53,720	0.000	-
9	1.0600	35,679	1.4140	47,594	1.4790	49,782	1.6170	54,427	1.6560	55,740	0.000	-
10	1.0830	36,453	1.4600	49,143	1.5280	51,431	1.6750	56,379	1.7160	57,759	0.000	-
11	1.0830	36,453	1.5060	50,691	1.5770	53,081	1.7330	58,332	1.7760	59,779	0.000	-
12	1.0830	36,453	1.5520	52,239	1.6260	54,730	1.7910	60,284	1.8360	61,798	0.000	-
13	1.0830	36,453	1.5980	53,788	1.6750	56,379	1.8490	62,236	1.8960	63,818	0.000	-
14	1.0830	36,453	1.5980	53,788	1.6750	56,379	1.8490	62,236	1.8960	63,818	0.000	-
15	1.0830	36,453	1.6440	55,336	1.7240	58,029	1.9070	64,188	1.9560	65,838	2.0160	67,857
18	1.0830	36,453	1.6900	56,884	1.7730	59,678	1.9650	66,140	2.0160	67,857	2.0760	69,877
25	1.0830	36,453	1.7360	58,433	1.8220	61,327	2.0230	68,093	2.0760	69,877	2.1360	71,896
30	1.0830	36,453	1.7360	58,433	1.8220	61,327	2.0230	68,093	2.0760	69,877	2.1360	71,896
35	1.0830	36,453	1.7360	58,433	1.8220	61,327	2.0230	68,093	2.0760	69,877	2.1360	71,896

Article 15.071 for staffing conferences (such as IEP's) outside the work day – paid at the individual teacher's hourly rate of pay;

Article 15.072 for curriculum meetings outside the work day – paid at BA Step 1 = \$25.37 per hour;

Article 15.073 to cover/absorb another class – 140% of BA Step 0 = \$33.97 per hour;

Article 33.01 for other – paid at BA Step 0 = \$24.27 per hour

SUPPLEMENTARY SALARY SCHEDULE

A. Supplemental Review Board

1. The parties recognize that it is the sole discretion of the Board to establish and delete positions within the school district. This procedure is designed to provide the opportunity for consideration and review of a supplemental position.
2. The Review Board will consist of:
 - a. Three (3) members appointed by the Superintendent.
 - b. Three (3) members appointed by the Association.
3. The Review Board shall:
 - a. Select a chairperson and a recorder.
 - b. Receive between February 1 and March 1 requests for:
 - adding positions
 - deleting positions
 - moving positions from one (1) level to another
 - amending job description
 - c. Reserve the right to gather additional input.
 - d. Screen requests and submit to the Superintendent and Association President those requests which a majority of the Review Board feels has merit.
 - e. In all cases where a new position is being proposed, recommend a pay level for that position. If this new proposal is a position in which the same person has been participating voluntarily, the Review Board can recognize those years as experience steps.
 - f. Require the person making the request to provide a proposed job description in cases where a new position is being requested.
 - g. The work of the Review Board will be completed on April 1. Recommendations will be for the next school year.

- h. Give results of the request to the concerned parties within thirty (30) calendar days of the Review Board's recommendation submitted to the Superintendent and the Association. No change(s) to the supplementary schedule shall become effective unless the Board of Education and the Association mutually agree to the change(s).

B. Mode of Payment

Supplemental contracts will be paid upon completion of the specific duty with the exception of those positions that are year long in nature. Positions that are year long in nature may opt for the following:

1. Twenty-six (26) equal pays for the 2008-2009 school year.
Twenty-four (24) equal pays beginning with the 2009-2010 school year.
2. Two (2) equal pays (end of first semester and upon completion of duties); or
3. One (1) pay (upon completion of specific duty).

The Treasurer will be notified (in writing) by the principal when the supplemental contract has been completed.

C. Contract

1. The supplemental contract shall be separate from (and in addition to) the regular teaching contract and should include the following:
 - a. Specific supplemental assignment;
 - b. Salary;
 - c. Signatures of both parties to the contract and date of signing (Board of Education action constitutes official employment);
 - d. Job Descriptions shall be submitted to the employees holding the positions who shall review the job descriptions for accuracy based on data submitted and shall sign the job descriptions and return them to the Superintendent or designee who shall submit them to the ETA and the Supplemental Review Board for review. If the Supplemental Review Board and the Association mutually approve the job descriptions, the job descriptions shall be used by the review committee in its decisions to recommend additions, deletions, etc.
2. All supplemental contracts will nonrenew at the completion of the job assignment for that position without any further action from the Board of Education. However, if the person holding a supplemental contract is not to be chosen for the position the following year, the person will be informed by the building principal. All positions filled by the same person the following year will not require the interview process and not be considered vacant.

3. Vacant supplemental positions shall be posted in each building for a period of five (5) work days. Notices of vacancies occurring during the summer will be posted on the bulletin board at the Central Office and mailed (through payroll) over the summer.

D. Experience Steps

1. The basis for placement on the appropriate experience step shall be:
 - equal experience in movement from head coach in the same sport (Boys/Girls).
 - equal experience in movement from head coach to assistant coach within the same sport (Boys/Girls).
 - equal experience from assistant coach to assistant coach within the same sport (Boys/Girls).
 - individuals with related experience outside the specific area will receive one (1) experience credit for every three (3) years of experience not to exceed four (4) years experience.
2. Years of experience in a supplemental position will be recognized for a teacher new to the District, provided he/she assumes the responsibilities of the position upon employment.
3. The terms of this Contract shall also apply to any person assuming the responsibility of a supplemental contract. Candidates from outside the bargaining unit may be accorded credit for prior experience or determined appropriate by the Board of Education.
4. For persons holding supplemental contracts who then cease to hold a contract, prior years of experience in supplemental positions will be recognized for teachers in the district for that specific area. If it is in a related or another area, experience steps as stated in D.1. above apply.

E. Supplemental Renegotiations

The complete supplemental process shall be reviewed when the present negotiated Contract expires.

**EDGEWOOD CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE 2008-2009**

Shall be based on BA, Step 0 of the Teacher Salary Schedule (\$31,959)

STEP	Level 1		Level II		Level III		Level IV	
0 – 1 Years	0.151	\$4,826	0.112	\$3,579	0.092	\$2,940	0.073	\$2,333
2 – 3 Years	0.166	\$5,305	0.125	\$3,995	0.104	\$3,324	0.082	\$2,621
4 – 5 Years	0.182	\$5,817	0.138	\$4,410	0.116	\$3,707	0.092	\$2,940
6 – 7 Years	0.198	\$6,328	0.152	\$4,858	0.128	\$4,091	0.102	\$3,260
8 or more	0.214	\$6,839	0.166	\$5,305	0.141	\$4,506	0.112	\$3,579

- | | | | |
|-----------------------------|-----------------------------|------------------------------|--------------------------------|
| Band Director (EHS) | Athletic Trainer (EHS) | Asst. Boys Basketball (EHS) | Asst. Band (EHS) |
| Head Boys Basketball (EHS) | Head Wrestling (EHS) | Asst. Football (EHS) | Asst. Wrestling (EHS) |
| Head Football (EHS) | Vocal Music Dir. (EHS) | Asst. Girls Basketball (EHS) | Athletic Facilitator (EHS) |
| Head Girls Basketball (EHS) | Auditorium Supervisor (EHS) | Head Baseball (EHS) | Head Boys Cross Country (EHS) |
| | | Head Boys Soccer (EHS) | Head Boys Tennis (EHS) |
| | | Head Boys Track (EHS) | Head Boys Volleyball (EHS) |
| | | Head Girls Soccer (EHS) | Head Football (EMS) |
| | | Head Girls Track (EHS) | Head Girls Cross Country (EHS) |
| | | Head Girls Volleyball (EHS) | Head Girls Tennis (EHS) |
| | | Head Softball (EHS) | Head Golf (EHS) |

STEP	Level IB	
0 – 1 Years	0.214	\$6,839
2 – 3 Years	0.198	\$6,328
4 – 5 Years	0.182	\$5,817
6 or more	0.166	\$5,305

Coordinator of District Services for Psychologists

Flat Rates	
Peer Mediator	\$300
Just Say No Sponsor	\$300
Just Say No Coordinator	\$1,800

EDGEWOOD CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE 2008-2009
 Shall be based on BA, Step 0 of the Teacher Salary Schedule (\$31,959)

STEP	Level V		Level VI		Level VII		Level VIII	
0 – 1 Years	0.060	\$1,918	0.052	\$1,662	0.036	\$1,151	0.024	\$ 767
2 – 3 Years	0.067	\$2,141	0.058	\$1,854	0.039	\$1,246	0.027	\$ 863
4 – 5 Years	0.075	\$2,397	0.064	\$2,045	0.044	\$1,406	0.031	\$ 991
6 – 7 Years	0.083	\$2,653	0.070	\$2,237	0.049	\$1,566	0.036	\$1,151
8 or more	0.091	\$2,908	0.077	\$2,461	0.054	\$1,726	0.039	\$1,246

Asst. Baseball (EHS)	Asst. Boys Basketball (2) (EMS)	Asst. Play Director (EMS)	Academic Team (EHS)
Asst. Boys Soccer (EHS)	Asst. Boys Volleyball (EHS)	Asst. Student Council (EHS)	Choreog./Show Choir (EMS)
Asst. Football (EMS)	Asst. Cross Country (EMS)	Basketball Cheerleader (EMS)	Fall Asst. Director (EHS)
Asst. Girls Soccer (EHS)	Asst. Girls Tennis (EHS)	Choreography Musical (EMS)	Jazz Band (EMS)
Asst. Girls Volleyball (EHS)	Asst. Girls Volleyball (EMS)	Fall Play Tech. (EHS)	Music Mentor Coord. (District)
Asst. Softball (EHS)	Asst. Girls Basketball (2) (EMS)	Football Cheerleader (EMS)	National Honor Society (EHS)
Asst. Track (EHS)	Asst. Golf (EHS)	Fr. Class Advisor (EHS)	Destination Imagination Coach (District)
Color Guard (EHS)	Asst. Gr. 9 Football (EHS)	Gr. 9 Basketball	Pep Band (EHS)
Coord. Of Dist. Serv.	Asst. Track Boys/Girls (EMS)	Cheerleader (EHS)	Pep Band (EMS)
Coord. Of Stu. Serv.	Asst. Wrestling (EMS)	Gr. 9 Football	Science Fair (District)
Department Head (EHS)	Choreographer/Choraliers (EHS)	Cheerleader (EHS)	So. Class Advisor (EHS)
Gr. 9 Boys Baseball (EHS)	Entry Year Teacher Mentor	Intramural Director (EMS)	Sr. Class Advisor (EHS)
Gr. 9 Boys Basketball (EHS)	Fall Assoc. Band Dir/Perc Wind	Menagerie (EHS)	Spr. Asst. Musical Dir. (EHS)
Gr. 9 Football (EHS)	Fall Play Director (EHS)	Musical Assistant (EMS)	Student Council (Elem.)
Gr. 9 Girls Basketball (EHS)	Gr. 9 Girls Asst. Volleyball	Musical Tech. Dir. (EMS)	Weight Prog. Coord. (3) (4)
Gr. 9 Girls Volleyball (EHS)	Musical Dir. (per musical) (EMS)	Play Tech. Director (EMS)	Fall; Winter; Spring;
Head Boys Basketball (EMS)	Newspaper (EHS)	Rsrv. Basketball	Summer (EHS)
Head Boys Track (EMS)	Newspaper (EMS)	Cheerleader (EHS)	Winter Play Asst. (EHS)
Head Cross Country (EMS)	Play Director (EMS)	Rsrv. Football	Winter Play Tech. (EHS)
Head Girls Basketball (EMS)	Spirit Club Advisor (EHS)	Cheerleader (EHS)	Young Authors (District)
Head Girls Track (EMS)	Spring Musical Tech. (EHS)	Spring Musical Orch. (EHS)	
Head Girls Volleyball (EMS)	Spring Musical Vocal (EHS)	Student Council (7-8)	
Head Wrestling (EMS)	Swim/Dive Asst.	Vocal Dir./Show Choir (EMS)	
Jr. Class Advisor (EHS)	Winter Play Director (EHS)	Yearbook (K-5)	
Spring Musical Dir. (EHS)	Winter/Spring Perc. (EHS)		
Student Council (EHS)	Yearbook (EMS)		
Swim/Dive Head Coach			
Thespian Advisor (EHS)			
Unit Leaders (EMS)			
Varsity Basketball Cheerleader (EHS)			
Varsity Football Cheerleader (EHS)			
Varsity Competition Cheerleader (EHS)			
Wash. D.C. Trip Coord. (EMS)			
Winter Guard (EHS)			
Yearbook (EHS)			

**EDGEWOOD CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE 2009-2010**

Shall be based on BA, Step 0 of the Teacher Salary Schedule (\$32,838)

STEP	Level 1		Level II		Level III		Level IV	
0-1 Year	0.151	\$4,959	0.112	\$3,678	0.092	\$3,021	0.073	\$2,397
2-3 Years	0.166	\$5,451	0.125	\$4,105	0.104	\$3,415	0.082	\$2,693
4-5 Years	0.182	\$5,977	0.138	\$4,532	0.116	\$3,809	0.092	\$3,021
6-7 Years	0.198	\$6,502	0.152	\$4,991	0.128	\$4,203	0.102	\$3,349
8 or more	0.214	\$7,027	0.166	\$5,451	0.141	\$4,630	0.112	\$3,678

- | | | | |
|-----------------------------|-----------------------------|------------------------------|--------------------------------|
| Band Director (EHS) | Athletic Trainer (EHS) | Asst. Boys Basketball (EHS) | Asst. Band (EHS) |
| Head Boys Basketball (EHS) | Head Wrestling (EHS) | Asst. Football (EHS) | Asst. Wrestling (EHS) |
| Head Football (EHS) | Vocal Music Dir. (EHS) | Asst. Girls Basketball (EHS) | Athletic Facilitator (EMS) |
| Head Girls Basketball (EHS) | Auditorium Supervisor (EHS) | Head Baseball (EHS) | Head Boys Cross Country (EHS) |
| | | Head Boys Soccer (EHS) | Head Boys Tennis (EHS) |
| | | Head Boys Track (EHS) | Head Boys Volleyball (EHS) |
| | | Head Girls Soccer (EHS) | Head Football (EMS) |
| | | Head Girls Track (EHS) | Head Girls Cross Country (EHS) |
| | | Head Girls Volleyball (EHS) | Head Girls Tennis (EHS) |
| | | Head Softball (EHS) | Head Golf (EHS) |

STEP	Level IB	
0 – 1 Years	0.214	\$7,027
2 – 3 Years	0.198	\$6,502
4 – 5 Years	0.182	\$5,977
6 or more	0.166	\$5,451

Coordinator of District Services for Psychologists

Flat Rates	
Peer Mediator	\$300
Just Say No Sponsor	\$300
Just Say No Coordinator	\$1,800

EDGEWOOD CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE 2009-2010
 Shall be based on BA, Step 0 of the Teacher Salary Schedule (\$32,838)

STEP	Level V		Level VI		Level VII		Level VIII	
0-1 Year	0.060	\$1,970	0.052	\$1,708	0.036	\$1,182	0.024	\$ 788
2-3 Years	0.067	\$2,200	0.058	\$1,905	0.039	\$1,281	0.027	\$ 887
4-5 Years	0.075	\$2,463	0.064	\$2,102	0.044	\$1,445	0.031	\$1,018
6-7 Years	0.083	\$2,726	0.070	\$2,299	0.049	\$1,609	0.036	\$1,182
8 or more	0.091	\$2,988	0.077	\$2,529	0.054	\$1,773	0.039	\$1,281

Asst. Baseball (EHS)	Asst. Boys Basketball (2) (EMS)	Asst. Play Director (EMS)	Academic Team (EHS)
Asst. Boys Soccer (EHS)	Asst. Boys Volleyball (EHS)	Asst. Student Council (EHS)	Choreog./Show Choir (EMS)
Asst. Football (EMS)	Asst. Cross Country (EMS)	Basketball Cheerleader (EMS)	Fall Asst. Director (EHS)
Asst. Girls Soccer (EHS)	Asst. Girls Tennis (EHS)	Choreography Musical (EMS)	Jazz Band (EMS)
Asst. Girls Volleyball (EHS)	Asst. Girls Volleyball (EMS)	Fall Play Tech. (EHS)	Music Mentor Coord. (District)
Asst. Softball (EHS)	Asst. Girls Basketball (2) (EMS)	Football Cheerleader (EMS)	National Honor Society (EHS)
Asst. Track (EHS)	Asst. Golf (EHS)	Fr. Class Advisor (EHS)	Destination Imagination Coach (District)
Color Guard (EHS)	Asst. Gr. 9 Football (EHS)	Gr. 9 Basketball	Pep Band (EHS)
Coord. Of Dist. Serv.	Asst. Track Boys/Girls (EMS)	Cheerleader (EHS)	Pep Band (EMS)
Coord. Of Stu. Serv.	Asst. Wrestling (EMS)	Gr. 9 Football	Science Fair (District)
Department Head (EHS)	Choreographer/Choraliers (EHS)	Cheerleader (EHS)	So. Class Advisor (EHS)
Gr. 9 Boys Baseball (EHS)	Entry Year Teacher Mentor	Intramural Director (EMS)	Sr. Class Advisor (EHS)
Gr. 9 Boys Basketball (EHS)	Fall Assoc. Band Dir/Perc Wind	Menagerie (EHS)	Spr. Asst. Musical Dir. (EHS)
Gr. 9 Football (EHS)	Fall Play Director (EHS)	Musical Assistant (EMS)	Student Council (Elem.)
Gr. 9 Girls Basketball (EHS)	Gr. 9 Girls Asst. Volleyball	Musical Tech. Dir. (EMS)	Weight Prog. Coord. (3) (4)
Gr. 9 Girls Volleyball (EHS)	Musical Dir. (per musical) (EMS)	Play Tech. Director (EMS)	Fall; Winter; Spring;
Head Boys Basketball (EMS)	Newspaper (EHS)	Rsrv. Basketball	Summer (EHS)
Head Boys Track (EMS)	Newspaper (EMS)	Cheerleader (EHS)	Winter Play Asst. (EHS)
Head Cross Country (EMS)	Play Director (EMS)	Rsrv. Football	Winter Play Tech. (EHS)
Head Girls Basketball (EMS)	Spirit Club Advisor (EHS)	Cheerleader (EHS)	Young Authors (District)
Head Girls Track (EMS)	Spring Musical Tech. (EHS)	Spring Musical Orch. (EHS)	
Head Girls Volleyball (EMS)	Spring Musical Vocal (EHS)	Student Council (7-8)	
Head Wrestling (EMS)	Swim/Dive Asst.	Vocal Dir./Show Choir (EMS)	
Jr. Class Advisor (EHS)	Winter Play Director (EHS)	Yearbook (K-5)	
Spring Musical Dir. (EHS)	Winter/Spring Perc. (EHS)		
Student Council (EHS)	Yearbook (EMS)		
Swim/Dive Head Coach			
Thespian Advisor (EHS)			
Unit Leaders (EMS)			
Varsity Basketball Cheerleader (EHS)			
Varsity Football Cheerleader (EHS)			
Varsity Competition Cheerleader (EHS)			
Wash. D.C. Trip Coord. (EMS)			
Winter Guard (EHS)			
Yearbook (EHS)			

**EDGEWOOD CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE 2010-2011**

Shall be based on BA, Step 0 of the Teacher Salary Schedule (\$33,659)

STEP	Level 1		Level II		Level III		Level IV	
0-1 Year	0.151	\$5,083	0.112	\$3,770	0.092	\$3,097	0.073	\$2,457
2-3 Years	0.166	\$5,587	0.125	\$4,207	0.104	\$3,501	0.082	\$2,760
4-5 Years	0.182	\$6,126	0.138	\$4,645	0.116	\$3,904	0.092	\$3,097
6-7 Years	0.198	\$6,664	0.152	\$5,116	0.128	\$4,308	0.102	\$3,433
8 or more	0.214	\$7,203	0.166	\$5,587	0.141	\$4,746	0.112	\$3,770

- | | | | |
|-----------------------------|-----------------------------|------------------------------|--------------------------------|
| Band Director (EHS) | Athletic Trainer (EHS) | Asst. Boys Basketball (EHS) | Asst. Band (EHS) |
| Head Boys Basketball (EHS) | Head Wrestling (EHS) | Asst. Football (EHS) | Asst. Wrestling (EHS) |
| Head Football (EHS) | Vocal Music Dir. (EHS) | Asst. Girls Basketball (EHS) | Athletic Facilitator (EMS) |
| Head Girls Basketball (EHS) | Auditorium Supervisor (EHS) | Head Baseball (EHS) | Head Boys Cross Country (EHS) |
| | | Head Boys Soccer (EHS) | Head Boys Tennis (EHS) |
| | | Head Boys Track (EHS) | Head Boys Volleyball (EHS) |
| | | Head Girls Soccer (EHS) | Head Football (EMS) |
| | | Head Girls Track (EHS) | Head Girls Cross Country (EHS) |
| | | Head Girls Volleyball (EHS) | Head Girls Tennis (EHS) |
| | | Head Softball (EHS) | Head Golf (EHS) |

STEP	Level IB	
0 - 1 Years	0.214	\$7,203
2 - 3 Years	0.198	\$6,664
4 - 5 Years	0.182	\$6,126
6 or more	0.166	\$5,587

Coordinator of District Services for Psychologists

Flat Rates	
Peer Mediator	\$300
Just Say No Sponsor	\$300
Just Say No Coordinator	\$1,800

EDGEWOOD CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE 2010-2011
 Shall be based on BA, Step 0 of the Teacher Salary Schedule (\$33,659)

STEP	Level V		Level VI		Level VII		Level VIII	
0-1 Year	0.060	\$2,020	0.052	\$1,750	0.036	\$1,212	0.024	\$ 808
2-3 Years	0.067	\$2,255	0.058	\$1,952	0.039	\$1,313	0.027	\$ 909
4-5 Years	0.075	\$2,524	0.064	\$2,154	0.044	\$1,481	0.031	\$1,043
6-7 Years	0.083	\$2,794	0.070	\$2,356	0.049	\$1,649	0.036	\$1,212
8 or more	0.091	\$3,063	0.077	\$2,592	0.054	\$1,818	0.039	\$1,313

Asst. Baseball (EHS)	Asst. Boys Basketball (2) (EMS)	Asst. Play Director (EMS)	Academic Team (EHS)
Asst. Boys Soccer (EHS)	Asst. Boys Volleyball (EHS)	Asst. Student Council (EHS)	Choreog./Show Choir (EMS)
Asst. Football (EMS)	Asst. Cross Country (EMS)	Basketball Cheerleader (EMS)	Fall Asst. Director (EHS)
Asst. Girls Soccer (EHS)	Asst. Girls Tennis (EHS)	Choreography Musical (EMS)	Jazz Band (EMS)
Asst. Girls Volleyball (EHS)	Asst. Girls Volleyball (EMS)	Fall Play Tech. (EHS)	Music Mentor Coord. (District)
Asst. Softball (EHS)	Asst. Girls Basketball (2) (EMS)	Football Cheerleader (EMS)	National Honor Society (EHS)
Asst. Track (EHS)	Asst. Golf (EHS)	Fr. Class Advisor (EHS)	Destination Imagination Coach (District)
Color Guard (EHS)	Asst. Gr. 9 Football (EHS)	Gr. 9 Basketball	Pep Band (EHS)
Coord. Of Dist. Serv.	Asst. Track Boys/Girls (EMS)	Cheerleader (EHS)	Pep Band (EMS)
Coord. Of Stu. Serv.	Asst. Wrestling (EMS)	Gr. 9 Football	Science Fair (District)
Department Head (EHS)	Choreographer/Choraliers (EHS)	Cheerleader (EHS)	So. Class Advisor (EHS)
Gr. 9 Boys Baseball (EHS)	Entry Year Teacher Mentor	Intramural Director (EMS)	Sr. Class Advisor (EHS)
Gr. 9 Boys Basketball (EHS)	Fall Assoc. Band Dir/Perc Wind	Menagerie (EHS)	Spr. Asst. Musical Dir. (EHS)
Gr. 9 Football (EHS)	Fall Play Director (EHS)	Musical Assistant (EMS)	Student Council (Elem.)
Gr. 9 Girls Basketball (EHS)	Gr. 9 Girls Asst. Volleyball	Musical Tech. Dir. (EMS)	Weight Prog. Coord. (3) (4)
Gr. 9 Girls Volleyball (EHS)	Musical Dir. (per musical) (EMS)	Play Tech. Director (EMS)	Fall; Winter; Spring;
Head Boys Basketball (EMS)	Newspaper (EHS)	Rsrv. Basketball	Summer (EHS)
Head Boys Track (EMS)	Newspaper (EMS)	Cheerleader (EHS)	Winter Play Asst. (EHS)
Head Cross Country (EMS)	Play Director (EMS)	Rsrv. Football	Winter Play Tech. (EHS)
Head Girls Basketball (EMS)	Spirit Club Advisor (EHS)	Cheerleader (EHS)	Young Authors (District)
Head Girls Track (EMS)	Spring Musical Tech. (EHS)	Spring Musical Orch. (EHS)	
Head Girls Volleyball (EMS)	Spring Musical Vocal (EHS)	Student Council (7-8)	
Head Wrestling (EMS)	Swim/Dive Asst.	Vocal Dir./Show Choir (EMS)	
Jr. Class Advisor (EHS)	Winter Play Director (EHS)	Yearbook (K-5)	
Spring Musical Dir. (EHS)	Winter/Spring Perc. (EHS)		
Student Council (EHS)	Yearbook (EMS)		
Swim/Dive Head Coach			
Thespian Advisor (EHS)			
Unit Leaders (EMS)			
Varsity Basketball Cheerleader (EHS)			
Varsity Football Cheerleader (EHS)			
Varsity Competition Cheerleader (EHS)			
Wash. D.C. Trip Coord. (EMS)			
Winter Guard (EHS)			
Yearbook (EHS)			

MEMORANDUM OF UNDERSTANDING (SATELLITE UNITS)

The Edgewood City School District and the Butler County Joint Vocational School District have collaboratively undertaken an examination of the design and delivery of vocational instruction being provided for students residing within the shared responsibility area of the Vocational Educational Planning District. Through this analysis, it has become apparent that a realignment in fiscal and instructional management could enhance the quality of education for those students and, at the same time, present a more efficient and cost effective approach in the utilization of both human and material resources in the educational process.

According to the proposed design, one (1) vocational home economics unit would be transferred to the Butler County Joint Vocational School. Students enrolled in this unit would continue to be housed at Edgewood High School and still be an integral part of the daily operation of that District. One objective of the transfer of the unit would be to enhance the instructional process through the addition of instructional supervision geared to address the specifics involved in vocational curriculum and delivery.

The instructor of this program would benefit from staff development activities geared for individual content areas; gain assistance in complying with state mandates; and receive help in carrying out required program activities such as youth club activities, advisory committee, etc. Assistance in the design and development of competency based curriculum would substantially increase accountability and raise program standards.

Through the transfer of this vocational unit, moneys presently being utilized to support the local unit would be released to support the comprehensive education needs, while the funds identified by the taxpayer to enhance the delivery of vocational education programs would be utilized for this purpose.

It is the understanding of the participating Districts involved in this joint venture that the driving force behind such a cooperative move is the enhancement and improved quality of vocational education available to the students of the Edgewood City School District. In this vein, it is further understood that daily operational procedures, scheduling of students and staff discipline, grade reporting periods and graduation requirements shall continue to be a determination and responsibility of the District housing the identified unit. Evaluation of staff will be conducted in a joint fashion involving the administration of both the Edgewood School District and the Butler County Joint Vocational School. To provide further definition of expectations, the following points are recognized as necessary terms of clarification to exact a smooth transition and continued collaborative direction to support the vocational training needs of our students. The Edgewood City Board of Education would agree to:

1. Transfer one (1) existing vocational home economics unit to the Butler County Joint Vocational School - effective 1989-90 school year;
2. Provide appropriate facility space to fulfill state minimum requirements to operate a quality program;

3. Provide daily supervision of the faculty member to assure his/her continued involvement with the general operation of the total instructional delivery system and administrative needs of the total building;
4. Coordinate the needs of substitute teaching faculty when necessary and invoice the Butler County JVS for costs incurred;
5. Cooperate with the JVS in mutual selection and employment of future home economics teachers should vacancies occur;
6. Transfer inventory of all vocational education equipment for this unit and specialized furnishing purchased to deliver current home economics instruction to the JVS (listing of inventory attached);
7. Coordinate with the Butler County JVS the collection of established vocational laboratory fees, student organization sales and/or fund-raising activities to be conducted in accordance with the policy of Edgewood City School District the Butler County JVS will accept the responsibility for the maintenance of records required for audit by the State of Ohio.

The Butler County Joint Vocational School District would agree to :

1. Accept the transfer of one (1) vocational home economics foundation unit from the Edgewood City School District;
2. Operate the current and future home economics vocational program as a satellite program in a fashion that will comply with all state standards as outlined by the Department of Education;
3. Provide payment for substitute teachers when these services are necessary;
4. Provide supervision of instruction, staff development, curriculum development and employee evaluation;
5. Provide for specialized equipment, replacement of equipment, special laboratory furnishings, materials, textbooks, and all supplies necessary to conduct a quality vocational home economics program;
6. Coordinate employment of future vocational home economics teacher(s) mutually agreeable to both Districts to reasonably assure harmonious working relations;
7. Provide expenditures to cover faculty for approved professional development, travel expenses and other related operational needs;
8. Issue teacher contracts that coincide with the calendar of the School District.

It is understood that, "If a reduction in force situation develops where both an Edgewood employee and a Butler County Joint Vocational School employee are teachers, the staff member with the least number of years at that particular work site will be the one to be placed on the reduction in force." Evaluation of the instructional delivery system,

instructional management, curriculum components and the effective utilization of human and material resources is vital to the success of this design concept. It is believed that the first such evaluation should occur at the end of the first year of implementation and subsequent evaluations should conform to the five (5) year State Department of Education's PRIDE Review Process.

If at any time serious concerns regarding instructional delivery, instructional management, curriculum, resource utilization, or any other area not yet mentioned arise, an acceptable corrective plan of action will be addressed to the satisfaction of the Edgewood City School District Board of Education, the Butler County Joint Vocational School District would transfer the vocational home economics unit back to the authority of the Edgewood City School District.

DRUG FREE WORKPLACE POLICY AND AWARENESS PROGRAM

It is the policy of Edgewood Board of Education to establish a drug free workplace. Drug and alcohol abuse in the workplace is dangerous and can lead to harm to not only the person abusing drugs or alcohol but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of the Board of Education employees can potentially influence children within the schools.

For these reasons the Edgewood Board of Education is committed to maintaining a drug free workplace, and will enforce a policy requiring all employees to refrain from the use, sale, purchase, possession, or being under the influence of illegal drugs or alcohol while on the job, on school premises, or on or while using school equipment. Employees who fail to comply with this policy will be subject to discipline, up to and including termination of employment subject to the following procedures.

As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug or alcohol statute for a violation occurring in the workplace not later than five (5) days after such conviction.

PROCEDURES:

- A. All employees shall receive a copy of this provision and Board adopted resolution regarding a drug free workplace. This resolution shall become part of the Board of Education Policy Manual and shall be included in any and all procedural handbooks.
- B. "Drug abuse offenses" shall be defined as the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.
- C. "Workplace" is defined as any area under the control of the school district or at any school sponsored activity regardless of location.
- D. Disciplinary Action:
 - 1. Any employee who pleads guilty or is convicted in any court of law of a drug abuse offense which is a minor misdemeanor and which occurs in the workplace shall be referred to and participate in a drug rehabilitation or intervention program. (Rehabilitation or intervention program participation will be at the employee's expense if not covered by the present benefit program.) Failure to participate in the rehabilitation program may result in up to a ten (10) day suspension without pay. Subsequent guilty pleas or convictions may result in disciplinary action of an employee up to and including termination.
 - 2. The Board of Education may take action against any employee for drug offenses in accordance with normal disciplinary procedures as provided by law.

APPENDIX F

Local Professional Development Committee

1. There shall be one (1) LPDC which shall function on a district-wide basis.
2. There shall be nine (9) members of the LPDC: five (5) teachers (one from each school building) and four (4) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22 (C) (3) of the Ohio Revised Code, and the Superintendent shall choose and appoint the administration members.
3. The LPDC shall elect its officers from among the members of the LPDC.
4. Meetings of the LPDC shall not be held during times scheduled for teacher-student contact.
5. Committee members shall serve a two (2) year term except during the first two years of its existence. During the initial term, three (3) teacher representatives as designated by the Association shall serve a three (3) year term and two (2) teacher representatives shall serve a two (2) year term. Two (2) administrator members as designated by the Superintendent shall serve a two (2) year term and two (2) administrator members as designated by the Superintendent shall serve a three (3) year term.
6. When a vacancy occurs on the LPDS mid-way through a member's term, the following procedure shall be applied: The Association shall appoint a new member if the departing member is a teacher. The Superintendent shall appoint a new member if the departing member is an administrator. In either case the newly appointed member shall complete the term of the individual whose departure created the vacancy.
7. The responsibility of the LPDS shall be as set forth in Section 3319.22 (C) (1) and Section 3319.22 (C) (4) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.
8. Beginning in October, 1998, and extending through December, 1998, the LPDC shall develop its standards, by-laws, operating procedures, forms, etc., in concert with any rules, regulations, standards, and requirements which may be issued by the State Department of Education.
9. The LPDC standards and by-laws shall not go into effect until:
 - A. The LPDC members have reviewed said standards and by-laws and have recommended them to the Association and the Board.
 - B. The Executive Committee of the ETA has voted to accept the standards and by-laws.
 - C. The Board has voted to accept the standards and by-laws.

10. Any amendments or changes to the LPDC standards and by-laws shall be approved pursuant to the procedures set forth in #9 above.
11. The LPDC shall work by consensus.
12. All elections and appointments for the following school year shall be completed prior to the end of April. LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.
13. The rate of pay for the Association members on the LPDC shall be the same as the current curriculum rate of pay as set forth in Article 14, not to exceed 75 hours of work. If LPDC finds this to take more hours it will initiate a memorandum of understanding at that time.
14. LPDC members may be required to undergo consensus training and may be required to visit school districts who participate in the pilot program sponsored by the State Department of Education.

MASTER TEACHER COMMITTEE

The Association and Board shall participate in the Butler County Consortium Master Teacher Committee Structure for the 2008 – 2009 if the committee is operating by the end of November, 2008. Either the Association or the Board can give the other written notice to opt out by August 31, 2009. If such notice is given, this committee becomes effective.

There is hereby established the Master Teacher Committee for the purpose of designating teachers in the building and / or District as a master teacher in accordance with the rules and regulations of the Ohio Educators Standards Board.

The Committee shall consist of five members; three of which shall be appointed by the Association; and two of which shall be appointed by the Superintendent.

The Master Teacher Committee shall determine the time, location, and number of committee meetings.

The Committee shall determine the length of the term of office for each person serving on the Master Teacher Committee.

In the event of an interim vacancy or removal of a teacher on the Committee, the replacement for that vacancy shall be determined by the Association. In the event of an interim vacancy or removal of an administrative member of the Committee, the Board of Education and / or Superintendent shall determine the replacement for that vacancy.

The Master Teacher Committee shall determine its own appeals procedure.

Nothing associated with the Master Teacher Committee process shall be subject to the grievance procedure contained in the agreement between the Board and Association.

All decisions of the Master Teacher Committee shall be by at least a four-fifths (4/5ths) vote.

TO: Edgewood Staff **DATE:**
FROM: Director of Personnel **RE:** UPCOMING SCHOOL YEAR ASSIGNMENT

_____ (Please print your name) _____ (Current Building)
 _____ (Current Position)

We are in the process of making plans for the upcoming school year. If your plans are not definite or if you need to discuss your assignment, please contact your principal or contact me at the Central Office. All information regarding your desire to change position, leave Edgewood, or retire will be treated confidentially.

ASSIGNMENT QUESTIONNAIRE

Please check appropriate responses below.

_____ I want to keep my present assignment

_____ I do not plan to return to Edgewood next year.

_____ * Should the following vacancy occur, I would like to be considered for the following assignment(s) for which I am fully qualified: _____
 (Position) (Building)

_____ My plans are indefinite. I will finalize my plans by: _____

CERTIFIED STAFF ONLY

As contracts are considered for the next school year, I would like to point that I believe I am eligible for a continuing contract. (This is for anyone who does not already have a continuing contract.)

_____ YES _____ NO

EXTRA DUTY ASSIGNMENT

* I am interested in the following assignments, which include:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

* If a specific position listed above becomes available after the last teacher day but before July 10 please contact me at _____:
 (home phone number or cell phone number)

SIGNATURE: _____ BUILDING: _____

DATE: _____

(Please return this signed form to the Director of Personnel at the Edgewood Board of Education Office by February , 20)

MEMORANDUM OF AGREEMENT

This Agreement is made on this _____ of October, 2008 by and between the Board of Education of the Edgewood City School District, Butler County, Ohio, hereinafter referred to as "Board," and the Edgewood Teachers Association, Butler County, Ohio, hereinafter referred to as "Association."

WHEREAS, said Board and Association have entered into a Collective Bargaining Agreement that is effective through June 30, 2011; and

WHEREAS, the Board has entered into a E Learning contract with the Butler Technology and Career Development center to provide E Learning opportunities for "at risk" students; and

WHEREAS, the Board and the Association desire to facilitate the Board's participation in the E Learning program;

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

1. Concurrent with the signing of this Memorandum of Agreement, the Association shall sign, with the Board, a waiver for a required 5-1/2 hour day for students participating in the E Learning program.
2. Participation in the E Learning program shall be limited to "at risk" students and advanced placement students who currently do not have courses available to them.
3. Participation by Edgewood City School District students in the E Learning program shall not result in any loss of Edgewood Teachers Association bargaining unit members, at this time or in the future.
4. No member of the Edgewood Teachers Association bargaining unit shall be involved in any way whatsoever in any planning and/or execution of the E Learning program and/or any assistance to and/or teaching and/or testing and/or grading of students in connection with their participation in the E Learning program.
5. The Board and the Association acknowledge that the terms and conditions of this Memorandum of Agreement are binding on the parties and subject to the grievance procedure of the current Master Contract.
6. All other provisions of the Master Contract currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the negotiated Master Contract and no other agreements shall serve to alter the provisions of the current Master Contract unless agreed to, in writing, between by the parties hereto.

FOR THE BOARD OF EDUCATION
OF THE EDGEWOOD CITY
SCHOOL DISTRICT

FOR THE EDGEWOOD TEACHERS
ASSOCIATION

Date

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement is made on this _____ day of October, 2008 by and between the Board of Education of the Edgewood City School District, Butler County, Ohio, hereinafter "Board," and the Edgewood Teachers Association, Butler County, Ohio, hereinafter "Association."

WHEREAS, said Board and Association have entered into a Master Contract that is effective through June 30, 2011, and that this Memorandum of Agreement will terminate on June 30th, 2011.

WHEREAS, said Board and Association desire to employ one-year intern school psychologists

NOW, THEREFORE, BE IT AGREED by and between the parties The Edgewood City School District Board of Education, hereinafter "Board," and the Edgewood Teachers Association, hereinafter "Association," agree to the following terms regarding the Board's employment of one-year intern school psychologists:

1. One-year intern psychologists shall be paid at the Non-Degree Column, Step 0.
2. The Board shall not be required to comply with the evaluation and non-renewal procedures of Section 6.02 and Article VII of this Contract or Ohio Revised Code, Sections 3319.11 and 3319.111 with respect to one-year intern psychologists. One-year intern psychologists shall be issued a one year limited contract which shall automatically expire at the end of the school year.
3. All other provisions of the contract shall apply to one-year intern psychologists.

Board President	Date	Association President	Date
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**MEMORANDUM OF AGREEMENT CONCERNING
Summer School Salary Schedule**

This Memorandum of Agreement is made on this ____ of October, 2008 by and between the Board of Education of the Edgewood City School District, Butler County, Ohio, hereinafter "Board," and the Edgewood Teachers Association, Butler County, Ohio, hereinafter "Association."

WHEREAS, said Board and Association have entered into a Master Contract that is effective through June 30, 2011; and

WHEREAS, said Board and Association desire to address the issue of salary for summer school teachers.

NOW, THEREFORE, BE IT AGREED by and between the parties to the following salary schedule:

INDEX	EXPERIENCE RANGE	HOURLY RATE		
		<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1.00 (BA Step 0)	0 – 9 Years	\$23.03	\$23.67	\$24.27
1.23 (BA Step 5)	10+ Years	\$28.33	\$29.11	\$29.83

The Board and the Association acknowledge that the terms and conditions of this Memorandum of Agreement are binding on the parties and subject to the grievance procedure of the current Master Contract.

All other provisions of the Master Contract currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the negotiated Master Contract and no other agreements shall serve to alter the provisions of the current Master Contract unless agreed to, in writing, between by the parties hereto.

For the
BOARD OF EDUCATION OF THE
EDGEWOOD CITY SCHOOL DISTRICT

For the
EDGEWOOD TEACHERS ASSOCIATION

**MEMORANDUM OF AGREEMENT CONCERNING
REHIRING OF RETIREES**

This Memorandum of Agreement is made on this _____ day of October, 2008 by and between the Board of Education of the Edgewood City School District, Butler County, Ohio, hereinafter "Board," and the Edgewood Teachers Association, Butler County, Ohio, hereinafter "Association."

WHEREAS, said Board and Association have entered into a Master Contract that is effective through June 30, 2011, and that this Memorandum of Agreement will terminate on June 30th, 2011.

WHEREAS, said Board and Association desire to extend a pilot program for the rehiring of retirees;

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

1. Teachers who have retired and who are or will be receiving benefits through State Teachers Retirement System may be employed by the Edgewood City School District.
2. The salary to be paid to the returning teacher shall be based on the appropriate training column placement on the current teacher salary with a range of 10 years of experience to 15 years experience. Teachers who retire with less than 10 years of service shall be placed on the current salary scale at their appropriate level. The decision of placement for returning teachers, on the salary scale, will be made by the administration.
3. Rehired retirees shall waive continuing contract rights and shall be granted a limited contract of one to five years duration. Each limited contract will automatically non-renew at the end of the contract term. However, rehired retirees shall be eligible to receive seniority credit, beginning with their date of rehire.
4. Rehired retirees shall be members of the Edgewood Teachers Association bargaining unit, subject to the provisions of this memorandum.
5. Rehired retirees are not entitled and/or eligible to receive any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association when they separate from the Board's employment beyond their first retirement.
6. For supplemental contract purposes, longevity steps will be continued for supplemental contracts held in the District immediately prior to retirement.
7. To the extent that rehired retirees are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other teachers.
8. The Board and the Association acknowledge that the terms and conditions of this Memorandum of Agreement are binding on the parties and subject to the grievance procedure of the current Master Contract.

9. All other provisions of the Master Contract currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the negotiated Master Contract and no other agreements shall serve to alter the provisions of the current Master Contract unless agreed to, in writing, between by the parties hereto.

For the
BOARD OF EDUCATION OF THE
EDGEWOOD CITY SCHOOL DISTRICT

For the
EDGEWOOD TEACHERS ASSOCIATION

Date

Date

APPENDIX M

Edgewood City Schools and VSP provide you with an affordable eyecare plan. Sign up for VSP today.

Important Dates

VSP Coverage Effective.....12/01/2006

Exam covered in full every 12 months

Prescription Glasses

Lenses covered in full..... every 12 months

Single vision, lined bifocal, lined trifocal, progressive lenses, anti-reflective, tints and scratch coating is covered in full. Polycarbonate lenses for dependent children.

Frame..... every 12 months

Frame of your choice covered up to \$130.00.

Plus, 20% off any out-of-pocket costs.

~OR~

Contact Lens Care..... every 12 months

When you choose contacts instead of glasses, your \$135.00 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation). This exam is in addition to your vision exam to ensure proper fit of contacts. If you choose contact lenses you will be eligible for a frame 12 months from the date the contact lenses were obtained.

Current soft contact lens wearers may qualify for a special contact lens program that includes a contact lens evaluation and initial supply of replacement lenses. Learn more from your doctor or vsp.com.

Without coverage, an exam and prescription glasses can cost \$300 or more. With VSP coverage, you'll save. Plus, with pre-tax payroll deductions, you'll be budgeting for your eyecare while reducing your taxable income.

Exam ..\$10.00

Prescription Glasses..... \$25.00

Contacts.....No copay applies

Laser Vision Correction Discounts

Prescription Glasses

Up to 20% savings on lens extras such as scratch resistant and anti-reflective coatings and progressives

*20% off additional prescription glasses and sunglasses**

Contacts*

15% off cost of contact lens exam (fitting and evaluation)

** Available from the same VSP doctor who provided your eye exam within the last 12 months*

Employee Only \$11.82

Employee + One ...\$18.05

Employee + Family..... \$32.39

Dollar for dollar you get the best value from your VSP benefit when you visit a VSP network doctor. If you decide not to see a VSP doctor, copays still apply. You'll also receive a lesser benefit and typically pay more out-of-pocket. You are required to pay the provider in full at the time of your appointment and submit a claim to VSP for partial reimbursement. If you decide to see a provider not in the VSP network, call us first at 800-877-7195.

Out-of-Network Reimbursement Amounts:

Exam.....Up to \$35.00

Lenses:

Single VisionUp to \$25.00

Lined BifocalUp to \$40.00

Lined Trifocal.....Up to \$55.00

Frame.....Up to \$45.00

Contacts.....Up to \$105.00

VSP guarantees service from VSP network doctors only.

In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

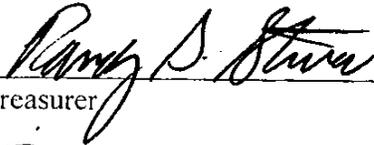
This document was created with Win2PDF available at <http://www.daneprairie.com>.

The unregistered version of Win2PDF is for evaluation or non-commercial use only.

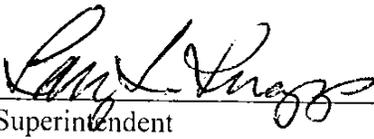
R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Edgewood City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Edgewood Teachers Association, effective from July 1, 2008 through June 30, 2011.

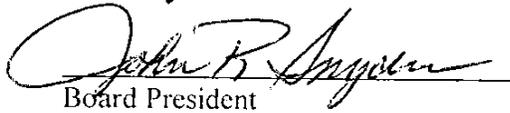
The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Treasurer



Superintendent



Board President

OCT 14 _____, 2008



SCOTT, SCRIVEN & WAHOFF LLP

2008 OCT 31 P 12:12

LACEY L. CAIN
TIMOTHY E. COWANS
KATHLEEN V. DAVIS
RICHARD GOLDBERG
C. BRADLEY HOWENSTEIN
JULIE C. MARTIN
JASON R. PERRY
GREGORY B. SCOTT
DONALD C. SCRIVEN

**50 WEST BROAD STREET
SUITE 2600
COLUMBUS, OHIO 43215
(614) 222-8686
FAX: (614) 222-8688**

KARLA S. SOARDS
JENNIFER I. STIFF
JAMES K. STUCKO, JR.
JODIE M. TAYLOR
WILLIAM J. WAHOFF

OF COUNSEL:
PATRICK J. SCHMITZ

WRITER'S E-MAIL:
GREGORY@SSWLAW.COM

October 30, 2008

08-MED-02-0158

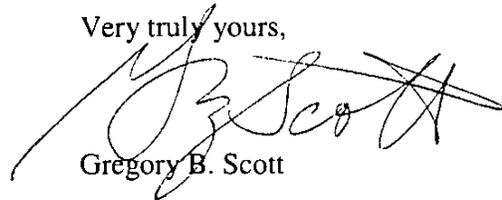
Clerk
State Employment Relations Board
65 East State Street, 12th Floor
Columbus OH 43215

Re: Edgewood Teachers Association and Edgewood City
School District (Butler County)

Dear Clerk:

On behalf of the Board of Education, I am enclosing a copy of the parties' new three-year agreement. Copies of all salary schedules, as well as the fiscal certificate required by ORC 5705.412, are attached to the document. Thank you in advance for your assistance.

Very truly yours,



Gregory B. Scott

GBS/jaw
Enclosure

cc: Mr. Larry Knapp, Superintendent (w/o enclosure)
Ms. Diana Watson, OEA Labor Relations Consultant (w/o enclosure)

Additionally, in order to settle the Association grievance filed on behalf of the members at Babeck and Seven Mile, the Board agrees that it shall retroactively pay all teachers with class size overages at Babeck and Seven Mile dating back to September 15th 2008, and that upon execution of this Contract Amendment, any / all teachers experiencing an overage in class size shall be compensated.

All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions on the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board

For the Association

 1/26/09
Superintendent Date

 1/26/09
President Date

 1/26/09
Treasurer Date

MEMORANDUM OF UNDERSTANDING

2009 FEB -5 P 1: 36

This Agreement is entered into this 26th day of January, 2009, by and between the Board of Education of the Edgewood City School District, Butler County, Ohio, hereinafter referred to as the "Board," and the Edgewood Teachers Association, Butler County, Ohio, hereinafter referred to as the "Association."

WHEREAS the Board and Association have executed a Collective Bargaining Agreement effective from July 1, 2008 – June 30, 2011, hereinafter the "Agreement" and;

WHEREAS the Association filed a "demand to bargain" the impact of the implementation of House Bill 276 and;

WHEREAS the Board and Association have bargained the impact of the implementation of House Bill 276;

NOW THEREFORE be it resolved that the Board and Association agree to the following:

1. During the 2008 – 2009 school year, only K-6 certified / licensed staff, district-wide school counselors, school psychologists, and school nurses must complete four-hour (4 hour) child abuse training that has been sent to them by Public School Works.
2. During the 2008 – 2009 school year, Edgewood Middle School teachers of specials, such as music, art and PE must also complete the four-hour (4 hour) child abuse training that has been sent to them by Public School Works.
3. All staff shall be paid for four (4) hours at the curriculum rate when they have successfully completed the training. Successful completion is defined as each individual passing each of the required tests with a 70% or better.
4. All staff required to complete this training must do so prior to February 17, 2009.

All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions on the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board



Superintendent

1/26/09

Date

For the Association



President

1-26-09

Date



Treasurer

1/26/09

Date

0218-01
1K 24486
08-MED-02-0158

MEMORANDUM OF AGREEMENT

2009 SEP 24 P 1:43

This Agreement is made on this 15th day of September, 2009 by and between the Board of Education of the Edgewood City School District, Butler County, Ohio, hereinafter referred to as "Board," and the Edgewood Teachers Association, Butler County, Ohio, hereinafter referred to as "Association."

WHEREAS, said Board and Association have entered into a collective Bargaining Agreement that is effective through June 30, 2011; and

WHEREAS, the Board and Association currently have a Memorandum of Understanding in place regarding E Learning that both parties wish to render null and void; and

WHEREAS, the Board has entered into an E Learning contract with the Butler Technology and Career Development Center to provide E Learning opportunities for "at risk" students; and

WHEREAS, the Board wishes to participate in the E Learning program;

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

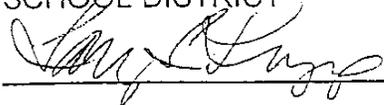
1. Participation in the E Learning program shall be limited to late enrollment student, transfer student, students for credit recovery purposes and/or advanced placement students who currently do not have coursework available to them. Under no circumstance shall a teacher be subject to RIF if an Advanced Placement course is being offered via distance learning. If fifteen (15) or more students enroll in an advanced placement course, then the course shall be offered in the traditional classroom setting and taught by a highly qualified teacher during the regular school day.
2. Participation by Edgewood City School District students in the E Learning program shall not result in any loss of Edgewood Teachers Association bargaining unit members, at this time or in the future.
3. A certified Edgewood teacher, whose placement shall not cause an increase in class size beyond normal fluctuations for other teachers from that department, shall instructionally supervise the E Learning lab.
4. For E Learning coursework for which this E Learning lab teacher is not highly qualified, a supplemental contract shall be assigned to a teacher who is highly qualified in that subject area. Pay shall be \$160 per student, per semester course to be the teacher of record for students who enroll in this program. The major responsibilities of these

supplemental contracts shall be to grade course work, monitor student progress, provide daily on-line feedback, and communicate with parents and students. The holder of said supplemental contract shall communicate in person a minimum of two times per month with each E Learning student for whom they are responsible. The teacher of record shall initiate the personal communication with each student. Each E Learning supplemental contract shall be assigned in a fair and equitable manner.

5. Grading of coursework and communications with students and parents may be completed during the regular teacher work day provided that it does not interfere or conflict with the teacher's regular instructional responsibilities, supervision of students, or professional meetings.
6. All E Learning teachers shall be required to attend training from the on-line provider. The district shall cover the cost of the training of staff. Installation and maintenance of E Learning equipment shall be the responsibility of the Board and shall not be the assigned responsibility of a bargaining unit member. However, the bargaining unit member shall be responsible for setting up and using the equipment according to training guidelines.
7. Participation in E Learning supplemental contracts shall be voluntary on the part of bargaining unit members.
8. Unless mutually agreed upon by the Board and Association, no party, company, and/or entity except a public school district shall be utilized for the E Learning courses curriculum.
9. The Board and the Association acknowledge that the terms and conditions of this Memorandum of Agreement are binding on the parties and subject to the grievance procedure of the current Master Contract.

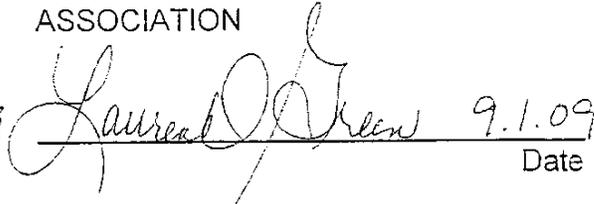
All other provision of the Master Contract currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the negotiated Master Contract and no other agreements shall serve to alter the provisions of the current Master Contract unless agreed to, in writing, between by the parties hereto.

FOR THE BOARD OF EDUCATION
OF THE EDGEWOOD CITY
SCHOOL DISTRICT



9/1/09
Date

FOR THE EDGEWOOD TEACHERS
ASSOCIATION



9.1.09
Date

08-MED-02-0158
K24486
D218-01

STATE EMPLOYMENT
RELATIONS BOARD

2010 NOV 22 A 10: 20

MEMORANDUM OF AGREEMENT

This Agreement is made on this 4th day of October, 2010 by and between the Board of Education of the Edgewood City School District, Butler County, Ohio, hereinafter referred to as "Board," and the Edgewood Teachers Association, Butler County, Ohio, hereinafter referred to as "Association."

WHEREAS, said Board and Association have entered into a collective bargaining agreement that is effective through June 30, 2011;

WHEREAS, the Board and the Association desire to continue the terms and conditions of the existing contract between the parties for an additional year except as modified below;

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

1. The collective bargaining agreement currently in effect between the Edgewood Teachers Association and the Edgewood City Board of Education shall be extended through June 30, 2012.
2. There shall be a 0% increase to the base salary on the salary schedule for the 2011-2012 school year.
3. The Board and the Association acknowledge that the terms and conditions of this Memorandum of Agreement are binding on the parties and subject to the grievance procedure of the current Master Contract.
4. All other provisions of the Master Contract currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the negotiated Master Contract and no other agreements shall serve to alter the provisions of the current Master Contract unless agreed to, in writing, between by the parties hereto.
5. This agreement would become null and void in the event the November 2, 2010 levy renewal does not pass.

FOR THE BOARD OF EDUCATION
OF THE EDGEWOOD CITY
SCHOOL DISTRICT

FOR THE EDGEWOOD TEACHERS
ASSOCIATION


Date 10-4-10


Date 10.4.10