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STATE EMPLOYMENT  
RELATIONS BOARD

2009 AUG -7 P 2: 26

***Negotiated Agreement***

***Between the***

***EDGERTON EDUCATION ASSOCIATION***

***and***

***EDGERTON LOCAL BOARD OF EDUCATION***

***August 1, 2009 - July 31, 2012***

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## ARTICLE I

### PROFESSIONAL NEGOTIATIONS AGREEMENT

#### A. RECOGNITION

The Edgerton Local Board of Education, hereinafter "Employer" or "Board" recognizes the Edgerton Education Association OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, certificated, non-supervisory personnel (as certified by the State Employment Relations Board) both full and part-time, with the exception of those substitute teachers who have not yet taught sixty (60) consecutive days during one school year. The Association recognizes that the Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

#### B. ELECTIONS

Elections to determine the exclusive bargaining unit representative shall be held in accordance with Section 4117.07 of the Ohio Revised Code.

#### C. SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

#### D. RECOGNITION OF SUPERINTENDENT

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

#### E. RECOGNITION OF BOARD

Unless specifically limited by the express language of this contract, the Board retains its full legal discretion and authority to manage the School District and its employees in accord with R. C. 4117.08 (C) and as otherwise authorized or permitted by law.

#### F. PROCEDURES

##### 1. Requests for Negotiations

If either of the parties desires to negotiate changes in the Collective Bargaining Agreement, it shall notify the other party in writing not earlier than one hundred and ten (110) days, unless mutually agreed otherwise, nor later than ninety (90) days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

**2. Representatives**

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to three (3) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, 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.

**3. Information**

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers. The Association shall reciprocate on like requests from the Board

**4. Recesses**

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be no longer than thirty (30) minutes unless mutually agreed otherwise.

**5. Item Agreement**

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

**6. Schedule of Meetings**

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

**G. AGREEMENT**

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties. The resulting Agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

## H. DISAGREEMENT

1. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract then a state of impasse shall be declared to exist.
2. The two parties shall request the assistance of the Federal Mediation and Conciliation Service.
3. The mediator shall meet with both parties and attempt to mediate a settlement up to the expiration date of the contract.
4. The Association may exercise its right to strike upon expiration of the contract by serving the Board and the State Employment Relations Board with notice of its intent to do so ten (10) days prior to such action.
5. The costs of the mediator shall be borne equally by the Association and the Board should any costs be incurred.

## I. GENERAL

### 1. Private Session

Any and all negotiation sessions shall be conducted in private session, pursuant to R.C. 4117.21, unless both parties mutually agree to do otherwise.

### 2. Final Form

As soon as practicable, but not later than forty-five (45) days after ratification, the Agreement shall be made available electronically in PDF format and placed on the district webpage within the employee's private area.

## ARTICLE II

### COMPENSATION AND REIMBURSEMENT

#### A. SALARY SCHEDULE

##### 1. Regular Salary Schedule

The salary and index of each full-time bargaining unit member covered by this Agreement is calculated according to Appendix "A" which is attached hereto and made a part hereof. Each part-time bargaining unit member shall receive a prorated salary calculated according to Appendix "A" and the number of hours worked.

##### 2. Supplemental Salary Schedule

Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B". Said index shall be multiplied by the base salary in Appendix "A".

#### B. SALARY SCHEDULE PLACEMENT

##### 1. Degree and Hours

- a) Bargaining unit members shall be placed annually on the salary schedule according to the highest degree which they have attained or the number of semester hours (graduate or undergraduate) earned. Hours will be credited on the basis of the transcript of the educational institution where they were earned and not on the basis of adjustments made by institutions to which they have been transferred. A quarter hour shall be regarded as  $\frac{2}{3}$  of a semester hour.
- b) Evidence of additional training should be presented to the superintendent for consideration as soon as possible after it is obtained. Evidence supporting a change of placement on the salary schedule must be received by the superintendent before October 15 of each year, or the change of placement will not be made until the following school year.

##### 2. Experience

- a) All years of teaching service in the Edgerton Local School District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
- b) All years of teaching service in a chartered or non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code or in another public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;

- c) All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code, regardless of training level, with each year consisting of at least one hundred twenty (120) days.
- d) All years of active military service in the armed forces of the United States, as defined in Section 3307.02 of the Ohio Revised Code, to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight (8) continuous months or more in the armed forces shall be counted as a full year; and
- e) Any part-time teacher shall, at the end of each year, have his/her teaching experience for that year computed to show the fractional portion of the year taught, (i.e., half day teacher receives half year of credit.) When the cumulative fractions total 2/3 or more the individual will receive credit for one year of service on the salary schedule. Any fractional portion beyond one would be carried forward to the next year. This Section shall apply to only newly employed personnel effective September 1, 1984. Present employees will be grandfathered according to past practice.
- f) For purposes of calculation, Sections b, c, and d, the total number of years shall not exceed ten (10).

### C. PAY PERIODS

1. Teachers will be given the choice of one of the following two options regarding payment of their salaries:
  - a) Twenty-six (26) equal installments to be paid every other Friday commencing with the first Friday of the school year after which the individual has earned 1/26 of his/her salary.
  - b) Twenty-six (26) equal installments with the first twenty (20) payments made as in "a" above and the last six (6) installments to be paid in one lump sum on the twenty-first (21st) pay period. This option shall be available only to those employees who have submitted their request prior to May 1. This provision (C) (1)(b) shall only be allowed when the Board does not have to borrow money to pay it.
  - c) During the school year, paychecks will be distributed in accordance with the twenty-six (26) equal installment schedule. When a pay date falls on a holiday, checks will be distributed the day prior to the pay date. If an employee is absent on pay date, checks will be held for them, unless other arrangements are made.

During the summer, Christmas break, and spring break (when applicable), the Treasurer shall mail paychecks to the teachers on Wednesday preceding the pay date.

Whenever payroll checks issued by the Board of Education are issued but not received, lost or destroyed after receipt by the payee, a written notice must be given to the Treasurer with the assurance that if received at a later date the original check will be returned. The Board of Education, through the Treasurer will reissue to the payee, with the next regularly scheduled pay date, duplicates thereof in the same form and signed as the original obligations were signed.

Overdraft fees, if applicable, will be assessed for checks cashed prior to the pay date.

- d) Salaries for supplemental contracts (Appendix B) shall be paid according to one of the following methods:

Method 1:

Salary will be paid in one lump sum at the conclusion of the activity/season after fulfilling all duties per contract and upon receipt by the Treasurer of proper documentation from the Athletic Director/Principal/Supervisor of successful completion of the activity.

Method 2:

Fifty percent (50%) midway through the activity season and upon receipt by the Treasurer of proper documentation from the Athletic Director/Principal/Supervisor of successful completion of the first half of the activity.

For seasonal activities (sports), midway would be the first payroll after mid-season, or for other activities (advisors that cover an activity all year), midway would be the first payroll after the first semester.

#### **D. MILEAGE REIMBURSEMENT**

Bargaining Unit Members required in the course of their work to drive personal automobiles shall receive a car allowance paid in accordance with Board policy.

#### **E. TUITION REIMBURSEMENT**

1. The Board of Education shall provide \$25,000 per school year for tuition reimbursement with a rollover of unused funds up to a maximum of \$30,000. The Board of Education will reimburse any certified employee in the amount of seventy-five percent (75%) of tuition paid for graduate courses taken at accredited colleges and universities. Prior to enrollment, approval must be given by the Superintendent. All outstanding tuition reimbursements encumbered by June 30, 2009 will be paid in October 2009.

Reimbursement is limited to ten (10) semester hours or fifteen (15) quarter hours during the school year and ten (10) semester hours or fifteen (15) quarter hours during the summer. Prior to enrollment, approval must be given by the Superintendent. For the purpose of limiting reimbursement, a quarter hour shall be counted as 2/3 semester hour. All hours shall be counted based on the hours issued at the institution where earned.

2. Reimbursement for approved courses shall be made in January and October to the extent of available funds, prioritized in order of the date upon which the superintendent certifies the amount to be paid. Tuition reimbursement shall be made only to persons currently employed by the District at the time funds are available and the treasurer is authorized to issue payment.
3. A grade attainment of "B" or better or a "P" in a pass/fail course is necessary for reimbursement. Such attainment shall be evidenced by a grade report or transcript. Payment for the course shall be made only upon the teacher furnishing a receipt or itemized bill issued by the college and/or university with the amount of tuition itemized separately from any other charges and an itemized receipt of payment.

#### **F. CONFERENCE PERIOD REIMBURSEMENT**

Any bargaining unit member who does not receive planning and conference time in accordance with ARTICLE IX - WORKING CONDITIONS, Section E4-Conference Time, will be reimbursed at a rate of \$22.50 for each period lost.

#### **G. PAYROLL DEDUCTIONS**

1. Bargaining unit members are entitled to the use of payroll deduction for the following:
  - a) Membership dues in the United Teaching Profession
  - b) U.S. Savings Bonds
  - c) Credit Unions
  - d) Political Donations
  - e) Annuities
  - f) Insurances
  - g) Funds for Children of Public Education (FCPE)
  - h) ING
2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Said form shall indicate the amount of each deduction with the number of deductions to be ten (10). The deduction(s) shall commence with the first check of the next month following the submission of the request. In items b, c, d, e, and f, in order for payroll deduction to be used, at least ten percent (10%) of the bargaining unit must participate.

## H. SEVERANCE PAY

A retiring teacher with five (5) to nineteen (19) years of service in the Edgerton Local School District will be paid severance pay by the Board of Education at the rate of twenty-five (25) percent of his/her accumulated but unused sick leave. For purposes of this calculation the maximum accumulated but unused sick leave is two hundred twenty (220) days.

A retiring teacher with twenty (20) or more years of service in the Edgerton Local School District will be paid severance pay at the rate of thirty (30) percent of his/her accumulated but unused sick leave. For purposes of this calculation the maximum accumulated but unused sick leave is two hundred twenty (220) days.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:
  - a) The employee must have had not less than five (5) years of service with this school district;
  - b) The employee actually terminated his employment with the District and retires;
  - c) The words "retires" or "retirement", as used herein, mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state;
  - d) If the employee is otherwise eligible for retirement, except for the attainment of retirement age, he shall be entitled to payment of severance pay if he attains retirement age during the twelve (12) month period following the date on which his employment is terminated;
  - e) The employee must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may reasonably be required.
2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto; and such payment shall be made within thirty (30) days after the employee receives his first retirement check from the retirement system or a later date to be mutually agreed upon.
3. The amount of benefit due the retiring employee shall be determined by:
  - a) Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred and twenty (220) days by twenty-five (25) percent or thirty (30) percent whichever is applicable.
  - b) Dividing the annual salary of the employee by the number of required work days to obtain the per diem rate;
  - c) Multiplying the product of "a" above by the employee's per diem rate;
4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

## **I. S.T.R.S. PICK-UP**

The Board agrees 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:

1. The amount to be picked-up and paid on behalf of each employee shall be whatever amount is the state mandated employee's share of his/her compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the Bargaining Unit.
3. 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.
4. The pick-up shall become effective with the beginning of this contract and shall apply to all compensation including supplemental earnings thereafter.
5. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

## **J. DIRECT DEPOSIT**

The Board shall offer direct deposit as a payroll option for bargaining unit members. Employees shall be paid by direct deposit.

All bargaining unit members shall have their payroll check deposited by electronic transfer to a financial institution of his/her choice. The employee's salary shall be paid by electronic transfer to a financial institution not later than 10:00 a.m. each pay date. Remittance advice of paychecks shall be hand delivered or mailed to each employee on the scheduled pay date. All bargaining unit members employed as of July 1, 2003, not being paid via electronic transfer shall be exempt.

All newly hired bargaining unit employees will be paid by direct deposit into the account authorized by the employee in writing to the Treasurer.

Direct deposit will begin on January 1, 2004.

## **K. LICENSE/CERTIFICATE REIMBURSEMENT**

Beginning with the effective date of this master agreement, the Board of Education shall reimburse bargaining unit members 50% of the cost not to exceed \$100 for a license/certificate renewal or upgrade, to be paid in October following the Board of Education's receipt of a copy of the renewed or upgraded license/certificate.

## ARTICLE III

### LEAVES OF ABSENCE

#### A. SICK LEAVE

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1-1/4) work days with pay for each completed month of service.
2. The unused portion of sick leave shall accumulate to a maximum of two hundred and twenty (220) days accumulation. Certified employees without accumulated sick leave shall be advanced seven (7) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.
  - a. In unusual circumstances, additional sick leave days may be donated by one bargaining unit member to another if so requested. Bargaining unit members wishing to donate days must do so by notifying the Treasurer in writing of the number of days they wish to donate and specify the recipient of the donated days.

Bargaining unit members who donate days under this provision will have the number of donated sick leave days deducted from their accumulated sick leave.

The borrowing process cannot take place if there are any advanced sick leave days to be repaid.
  - b. Employees retiring/resigning may not participate in the year of this action.
3. Bargaining unit members who are absent because of illness are still in the service of the District, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:
  - a) Personal illness;
  - b) Pregnancy;
  - c) Injury (personal);
  - d) Exposure to contagious disease which could be communicated to others; or
  - e) Absence due to illness, injury or death in the employee's immediate family (ORC 3319.141).

The immediate family is defined as husband, wife, children, mother, father, sister, brother, parent-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and member of the same household.
4. For death or illness of relatives outside the immediate family, absence may be approved not to exceed five (5) school days per year without loss of pay.

5. For death of a close friend, three (3) days per year when arrangements are made with the Superintendent will be allowed without loss of pay.
6. The unit member shall complete an Absence Report for Sick Leave, justifying the use of sick leave, not later than the second work day after the unit member returns to work from sick leave.
7. Notification of accumulated days of sick leave will be stated on each pay check stub.
8. When a unit member becomes aware of the need to use sick leave, he/she shall notify his/her building principal or the principal's designee as soon as possible so that arrangements can be made for a qualified substitute.

## **B. PROFESSIONAL LEAVE**

Professional days may be used by certificated teachers to attend professional meetings relating to their specific teaching or coaching area or to observe an outstanding classroom program in another school system if approved by the superintendent. Reasonable expenses, as approved by the superintendent, may be reimbursed by the District, but shall not exceed \$200 per event without Board approval. Teachers seeking approval of professional leave under this section shall apply to the superintendent for approval at least one week prior to the event. Any application for reimbursement of expenses shall be submitted to the superintendent within one week following the leave.

Teachers whose attendance is compensated by the Board as described above shall, upon request of the administration, make a report of the meeting attended in the time, place, and manner directed by the superintendent.

The Association members will be granted Professional day(s) for the purpose of contract negotiations.

## **C. ASSOCIATION LEAVE**

1. The Board agrees to permit each duly elected delegate of the Association leave of one (1) day to attend the OEA Representative Assemblies with the continuation of salary.
2. Bargaining unit members elected or appointed to a governing body of the Association shall be granted leave for the purpose of attending district, state, or national meetings outside the Edgerton Local School District. The total number of Association leave days shall not exceed a combined total of two (2) days in any given school year for the purposes of paragraph two (2). Only two members may be absent on Association leave at any one time under paragraph two (2).
3. Members granted Association leave will be paid full salary and benefits while on such leave, but the Board shall not pay any expenses connected with the Association leave.
4. Members desiring to be released from duty on Association leave shall submit written requests for such leave on a form provided by the Board. Such requests will be submitted not less than forty-eight (48) hours in advance of the beginning of the requested leave.

#### **D. PERSONAL LEAVE**

1. a.) All bargaining unit members will receive three (3) unrestricted personal leave days, 1/2 and whole day unrestricted days.  
b.) Additional personal days may be granted at the Superintendent's discretion.
2. At least five (5) calendar days of notice must be given for use of all personal leave unless there is an emergency. In an emergency, the teacher will notify the proper school official as soon as possible.
3. No more than three (3) employees are to be granted leave on any one day.
4. Personal leave days may not be used for days which qualify for sick leave.
5. Personal Leave Incentive

Bargaining unit members who have unused personal leave days in any school year shall receive an end of the year payment of \$100.00 pro-rated on balance of any personal days not used.

Payment for unused days shall be included in the final regularly scheduled pay of the employee's contract year.

#### **E. PARENTAL LEAVE**

1. Leave without pay for a period up to but not to extend beyond the present school year shall be granted teachers requesting parental leave which shall include adoption. The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision shall be waived by the Superintendent in cases of emergency.
2. Application for this leave shall be in writing and shall contain a statement of the expected date of birth or date of obtaining custody, as well as the date on which the leave is to begin and the return date from leave. The return date shall be at the start of the school year, start of a semester, or start of a grading period. This leave application shall be submitted to the Superintendent at least thirty (30) days prior to the commencement of the leave except in the case of an adoption if thirty (30) days advance notice is not provided to the employee.
3. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave and reasonable effort will be made to return the teacher to the same position held prior to the leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

#### **F. MEDICAL LEAVE**

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work because of illness.
2. If a teacher has been granted a leave of absence without pay for less than two (2) years and requests an extension of that leave of absence substantiated by a physician's statement justifying the extension, the Board will grant the request as long as the total time of the leave does not exceed two (2) years.

#### **G. LEGAL OBLIGATIONS**

In the case of jury duty, or when subpoenaed by a court, the Board will grant a paid leave for legal purposes. The employee shall reimburse the Board the amount received for serving as a juror or witness. If the employee does not reimburse the Board within one (1) month of receipt of juror's or witness' pay, then the Treasurer shall deduct that amount from the employee's pay the following month.

#### **H. EDUCATIONAL LEAVE**

1. A leave without pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment.
2. In order to apply for this leave, the teacher must have completed four (4) years of employment in the school District.

#### **I. ASSAULT LEAVE**

1. Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code the employer will grant assault leave to members of the bargaining unit absent due to disability resulting from assault under the following conditions:
  - a) Any bargaining unit member who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises before, during, or after school hours in a school related Board approved function or activity will be paid his/her per diem rate of pay for up to five (5) days. This period of absence as defined in this provision shall be termed "assault leave".
2. Before assault leave can be approved, the bargaining unit member shall meet the following conditions:
  - a) Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.
  - b) A written medical report shall be filed by a physician licensed in the State of Ohio stating the nature of the disability and its duration with the Superintendent.

## **J. FAMILY AND MEDICAL LEAVE**

Nothing herein shall be construed as restricting or eliminating any rights or benefits to which a bargaining unit member is entitled under the Family and Medical Leave Act of 1993, P.L. 103-3. Under the Family Medical Leave Act, an eligible employee is entitled to twelve (12) work weeks of leave during a twelve (12) month period. The Board shall provide the same group health coverage to an eligible employee that was provided prior to the employee taking FMLA. The leave may be paid (if it runs concurrently with sick leave), or unpaid (if it does not run concurrently with sick leave).

## **K. GENERAL PROVISIONS**

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse in advance the Board for premium costs. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the Contract.
2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she shall immediately make said request to the Superintendent. The Superintendent will consider the request of the teacher.
3. Upon approval, modification, or termination of a leave of absence, the bargaining unit member shall promptly advise the treasurer in writing of the change in status.

## ARTICLE IV

### FRINGE BENEFITS

#### A. HOSPITAL/SURGICAL/MAJOR MEDICAL

For all employees as of April 1, 2007, the Board shall provide Access Plus 1A health insurance coverage with deductibles of \$250 for single, \$500 for family, with 80-20 co-pay. The Board shall pay 90% of the family plan premiums and 90% of the single plan premiums for all full-time employees.

The Board agrees to provide supplemental mental health coverage equal to the 1991-92 SMM Plan for each Bargaining Unit Member.

This supplemental mental health coverage will be on a reimbursement basis paid when the employee provides the Treasurer the rejection information sent to them from the Northern Buckeye Education Council for the out-patient mental health coverages. The difference will be computed by the Treasurer in coordination with the Northern Buckeye Education Council and reimbursed to the employee in a timely manner.

Any and all information relevant to any employee who uses this benefit shall be kept in the strictest confidence. This information shall not be used in any situation to adversely affect the employee or the employee's employment status.

#### B. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee in the amount of \$35,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

The Board shall allow individual employees to purchase additional amounts of coverage through payroll deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

#### C. DENTAL INSURANCE

The Board shall purchase, through a carrier licensed by the State of Ohio dental insurance for each member of the bargaining unit. Said coverage shall equal or exceed the specifications below. The full cost of said insurance and any increases thereof, shall be paid by the Board except those selecting the family plan. Family plan participants shall pay (five) \$5.00 per month.

**BASE PLAN BENEFITS**

<b>COVERED EXPENSE</b>	<b>INDIVIDUAL DEDUCTIBLE (PER CALENDAR YEAR)</b>	<b>FAMILY DEDUCTIBLE (PER CALENDAR YEAR) AMOUNT</b>	<b>COINSURANCE</b>
Class I	None	None	100%
Class II	\$25	\$50	80%
Class III	\$25	\$50	60%
Class IV	None	None	60%

CALENDAR YEAR MAXIMUM (For All Class I, II and III Expenses) \$1,000 per person

ORTHODONTIC LIFETIME MAXIMUM (For All Class IV Expenses) \$1,000 per person

**SUMMARY OF COVERAGE**

**\$25 CALENDAR YEAR DEDUCTIBLE**

<b>CLASS I PREVENTIVE &amp; DIAGNOSTIC</b>	<b>CLASS II BASIC RESTORATIVE</b>	<b>CLASS III MAJOR RESTORATIVE</b>
Routine Oral Exams Once every 6 months	Fillings – Amalgams, Silicate, Acrylic or Crown Restorations	Inlays, Onlays, Gold Fillings,
Teeth Cleaning Once every 6 months	Root Canal Therapy	Initial installation of Fixed Bridgework
Fluoride Treatments Once every 12 months	Treatment of Gum Disease	Installation of Partial or Full, Removable Dentures
Emergency Pain Treatments	Repair of Bridgework & Dentures	Replacement of Existing Bridgework or dentures
Diagnostic X-Rays	Extractions and Oral Surgery	
Tests & Lab Exams	General Anesthesia only if medically necessary	
100%	80%	60%

**Calendar Year Maximum - \$1,000 Per Person**

**CLASS IV  
ORTHODONTIA**

Full Banded  
Orthodontic Treatment  
Appliances for Tooth  
Guidance  
Appliances to Control  
Harmful Habits  
Retention Appliances -  
Not in connection with  
full banded treatment

60%

**Lifetime Maximum - \$1,000 Per Person**

**D. VISION INSURANCE**

The Board shall purchase through a carrier licensed by the State of Ohio, vision insurance for each member of the bargaining unit. Said coverage shall equal or exceed the specifications below. The cost of said insurance would be as listed below.

\$20 Total Co-Payment

Exams	Every 12 months
Lenses	Every 12 months
Frames	Every 24 months

The cost to the employee shall be one dollar (\$1.00) per month.

An allowance for contact lenses in lieu of lenses and frames is available.

**E. GENERAL PROVISIONS**

1. Part-time Bargaining Unit Members shall be entitled to select insurance plans provided by the Board for their coverage. The Board will pay the prorated portion of the Board's obligation for each plan of insurance selected by the employee.

For example, if a Bargaining Unit Member works half (1/2) time then the Board would pay half (1/2) of the Board's obligation of the premium and the employee would pay the remainder.

2. For those part-time employees hired prior to August 30, 1982, the Board of Education will provide group life, hospitalization/surgical/major medical, and dental coverage in the same manner as for full-time members of the Bargaining Unit.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. DEFINITION

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement.

#### B. PURPOSES

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

#### C. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or his Association representative.

#### D. FORMAL PROCEDURES

##### STEP I

No later than twenty (20) working days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrator, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance. The completed form shall identify the article(s), section(s) and paragraph(s) of the contract which are alleged to be violated, misinterpreted or misapplied. Within five (5) school days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) school days after such meeting.

## STEP II

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in STEP I, the grievant, and/or the Association representative shall complete a written Grievance Report form, STEP II, and submit the same to the Superintendent. Within five (5) school days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) school days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

## STEP III

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition has been made within the above stated time limits in STEP II, the grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service or the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be paid by the non-prevailing party, as determined by the arbitrator.

### **E. GENERAL PROVISIONS**

1. Grievances that relate to more than one building shall commence at STEP II.
2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any results that affect the Agreement.
4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall be notified by the Administration that a grievance has been filed and have the right to have its representative present to state the views of the Association at all stages of the grievance procedure.
5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

6. A teacher in addition to the grievant engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.
7. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.
8. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

Grievance # \_\_\_\_\_ School District

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Employee

**GRIEVANCE REPORT**

Submit to Principal or Immediate Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed

**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

2. Relief Sought \_\_\_\_\_

(If additional space is needed in reporting Sections B1 & 2, attach an additional sheet.)

Signature	Date
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C. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

Signature of Principal or Immediate Supervisor	Date
--	------

D. Position of Grievant and/or Association \_\_\_\_\_

Signature	Date
-----------	------

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**STEP III**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

## ARTICLE VI

### FAIR TREATMENT AND DISMISSAL

#### A. GENERAL PROVISIONS

No teacher shall be discharged, officially reprimanded, suspended, terminated, or non-renewed, without just cause, except that limited contract teachers in their first year of Edgerton employment may be nonrenewed in accordance with provisions of Ohio Revised Code 3319.11. Any such action shall be subject to the grievance procedure set forth in this Agreement.

Formal reprimand or discipline of a teacher by an administrator for alleged violation of reasonable Board regulations or rules, for reasons related to the teacher's professional performance or for other good and just cause, shall be made in writing by the administrator making the charge or imposing the disciplinary action.

Prior to any formal action, the teacher shall receive written notification setting forth the allegations which may result in discipline. Such notification shall include the date, time and place of a meeting to discuss said allegation. The teacher shall be informed of his/her right to representation at all levels.

Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him.

#### B. SUSPENSION TERMINATION

Contracts may be suspended or terminated in accord with O.R.C. 3319.16.

#### C. APPLICABILITY OF GRIEVANCE PROCEDURE

The bargaining unit member has the right to use the grievance procedure in action related to the procedural aspects of discharge, formal reprimand, suspension, termination or nonrenewal.

## ARTICLE VII

### MULTI-YEAR CONTRACTS

- A. After a teacher successfully completes two one-year contracts, the Superintendent will recommend a three-year limited contract for that teacher.
- B. After a teacher successfully completes one three-year contract, the Superintendent will recommend a five-year limited contract for that teacher, and renewal of such upon continued satisfactory teaching performance.
- C. If at any time during the contractual period, the individual completes the requirements for a continuing contract, the individual will give written notification of eligibility for continuing contract status to the superintendent by August 31 of the year of eligibility.

A teacher becomes eligible upon satisfaction of one of the following:

- 1. Teacher is employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another Ohio public school district.
- 2. Teacher has worked in the School District for three (3) of the last five (5) years and has a professional certificate.
- 3. Teacher has worked in the School District for three (3) of the last five (5) years, has a (5) five-year professional license, and:
  - a) If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or
  - b) If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has completed thirty (30) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

Documentation shall be submitted to the superintendent by October 30 of the same year. The individual shall be evaluated during the ensuing school year and upon successful performance during that year, will be recommended by the superintendent for a continuing contract to be effective for the following school year. Teachers are informed that the act of applying for a continuing contract in the midst of a multi-year contract, voids the remainder of said contract. Upon application, the Board has four options based on the results of the evaluation process. The Board can:

- 1. Non-renew the contract per ORC 3319.11.
- 2. Grant an extended limited contract for 2 years with improvement goals.
- 3. Grant an extended limited contract for 1 year with improvement goals.
- 4. Grant continuing status.

- D. If less than satisfactory evaluations are documented during any limited contract, a recommendation of less than what is stated in A, B and C above may be recommended by the Superintendent.
- E. This Article does not apply to supplemental contracts.

## ARTICLE VIII

### TEACHER EVALUATION

#### A. DESCRIPTION OF TERMS

##### 1. Evaluation

- a. Non-tenured teachers shall be evaluated per the observation/evaluation schedule in Section B, subsections 1-a and 1-b.
- b. All other evaluations shall be done per the observation/evaluation schedule in Section B, subsections 1-c; 1-d; 1-e; 1-f.

2. **Observation:** is the individual classroom visitation by the evaluator. All observations will be a minimum of thirty (30) minutes in length. The classroom observation is a component of the evaluation.

3. **Purpose:** Evaluation is utilized by the district to assess an employee's work performance. Evaluations help an employee achieve greater effectiveness in the performance of his/her work assignment. Evaluations constitute the basis for personnel decisions such as promotions, reassignments, continuing contract status, and limited contract renewal, non-renewal or termination.

4. **Orientation:** At the beginning of the school year, no later than September 15 or thirty (30) days for new employees, teachers shall be informed of the procedures, criteria, guidelines and forms upon which they shall be evaluated for the current school year.

#### B. CLASSROOM OBSERVATION

1. All teachers in the Edgerton Local School District shall be observed in the classroom and evaluated according to the following schedule. The following evaluation schedule is to be considered as a minimum. An employee shall be evaluated on criteria as set forth in the evaluation instrument. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The two (2) observations shall be done at least five (5) days apart during each evaluation procedure.

##### a. **One year limited contract**

Two observations to be completed between September 15 and December 15. Observations will be summarized in a written evaluation and presented to the teacher by January 10. Two observations in the second semester to be completed between January 10 and March 31. Observations will be summarized in a written evaluation and presented to the teacher by April 10.

(There shall be one announced observation per semester.)

**b. Last year of a limited Contract**

Two observations in the first semester to be completed by January 15. Observations will be summarized in a written evaluation and presented to the teacher by January 25.

Two observations in the second semester to be completed between the tenth day of February and the first day of April. Observations will be summarized in a written evaluation and presented to the teacher by April 10.

(There shall be one announced observation per semester.)

**c. Qualifying for tenure**

Two observations in the first semester to be completed by January 15. Observations will be summarized in a written evaluation and presented to the teacher by February 1.

One observation in the second semester. Observation will be summarized in a written evaluation and presented to the teacher by April 10.

**d. Initial year of a multi-year contract.**

One observation, either semester, to be summarized in a written evaluation.

**e. Mid-years of a multi-year contract**

One observation, either semester, to be summarized in a written evaluation.

**f. Those with tenure**

One observation, either semester, to be summarized in a written evaluation.

**2. Professional Growth**

Administrators may suggest professional growth experiences for all teachers. Said professional growth will be mutually agreed upon, therefore stressing the philosophy of formative evaluation, in addition to the aforementioned summative evaluation. Professional growth experiences may include, but are not limited to the following:

- a. video-taping and audio-taping self
- b. observation of peers
- c. student evaluation

- d. self evaluation
- e. workshops
- f. seminars
- g. university classes
- h. peer evaluations

**3. Extra-curricular Evaluation**

- a. The evaluation for each extra-curricular position will take place within thirty (30) days before or after the completion of the assignment.
- b. The evaluator shall be the principal who has responsibility for the program.

**C. WHO MAY EVALUATE**

Evaluation of an employee shall be conducted by the employee's immediate supervisor and/or his designee. The designee shall be a member of the Edgerton Administrative Staff. In the event an employee performs work under the supervision of more than one supervisor, one of these supervisors and/or his designee shall act as the immediate supervisor for purposes of evaluation. The evaluator shall not be a bargaining unit member. The evaluator must be qualified under O.R.C. 3319.111.

**D. PRE-OBSERVATION CONFERENCES AND POST-OBSERVATION CONFERENCES**

- 1. All announced observations must be accompanied by a pre-observation conference between the administrator and the teacher. This conference shall take place within two (2) working days prior to the said observation.
- 2. All observations must be followed by a post-observation conference. All post-observation conferences shall take place within three working days of the observation. A written summary of the observation shall be presented to the teacher during this post-observation conference.
- 3. If the teacher is found to be deficient in certain areas, the evaluator shall be required to set forth specific suggestions for improvement in teacher performance and shall assist the teacher in developing a detailed written plan for improvement in those areas. The teacher must be given a reasonable amount of time for improvement. The evaluating supervisor shall make every effort to evaluate those teachers whose work performance is found to be deficient by the evaluator prior to evaluating teachers who have not been identified as being deficient in their work assignment.

4. The teacher and the administrator shall sign the evaluation indicating that both have examined and discussed the evaluation. A space shall be provided for the teacher's comments. The teacher shall receive a signed copy of the evaluation report.
5. Rebuttals to written evaluation will be accepted from teachers and will be attached to the evaluation report to be placed in the teacher's personnel file.

**E. EVALUATION/OBSERVATION FORM**

1. At the request of the Association or Board, a joint committee, consisting of teachers and administrators shall be formed to review the evaluation form. If the teachers and administration agree on the recommendations, those recommendations shall be made to the Superintendent and the Association.

Upon approval by the Association and the Board, these recommendations/changes shall take effect immediately.

2. A joint committee consisting of three teachers (representing the Elementary, Middle School and High School) and two administrators (representing the Elementary, Middle School and High School) shall be formed. The Superintendent may be one of the two representatives for the Administration. The Committee shall be formed to develop a mutually agreed upon observation form for the sole purpose of recording data gathered by the immediate evaluating supervisor during the classroom observation.

Upon approval by the Association and the Board, these recommendations/changes shall take effect immediately.

Each Committee shall select its own committee members.

**F. EVALUATION GRIEVANCES**

1. This evaluation procedure is subject to the grievance procedure of this master contract.

# TEACHER EVALUATION

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_ Subject/Grade \_\_\_\_\_

- KEY: E = Effective  
N = Needs Improvement  
U = Unsatisfactory  
NO/NA = Not Observed/Not Applicable

- Note 1:**
1. Either "Needs Improvement" or "Unsatisfactory" will be supported with specific comment.
  2. A teacher receiving an "Unsatisfactory" rating on any item must be evaluated the following year.
  3. A teacher receiving a "Needs Improvement" rating must be re-evaluated in the specific areas during the following year.

## TEACHING PERFORMANCE

E N U NO/NA

1. Quality and Quantity of Teacher Pupil Interaction
2. Organization and Preparation of Lessons
3. Knowledge of Subject Matter
4. Rapport with Students
5. Awareness/Accommodation of Individual Differences

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## GENERAL SCHOOL CONTRIBUTIONS

1. Curricular Activities
2. Supervision Outside of the classroom
3. Attendance/Promptness
4. Recordkeeping and Reporting

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## CLASSROOM CONTROL AND MANAGEMENT

1. Class Control
2. Ability and Willingness to Handle Problems
3. Establish Routines
4. Classroom Appearance

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## STAFF AND COMMUNITY RELATIONS

1. Communication with Parents about Student Progress
2. Parent/Community Relations
3. Professional Relations with Staff

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## OTHER

1. Professional Growth Activities
- 2.

_____	_____	_____	_____
_____	_____	_____	_____

Comments on "N's" or "U's" \_\_\_\_\_

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Other Comments \_\_\_\_\_

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The teacher's signature indicates only that he/she has seen this appraisal and does not necessarily indicate that he/she agrees with the evaluation.

Teacher's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Evaluator's  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Teacher's Comments \_\_\_\_\_

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**ARTICLE IX**  
**WORKING CONDITIONS**

**A. REQUIRED MEETINGS OR HEARINGS**

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which involves a formal reprimand the employee shall be given a minimum of 24 hours prior written notice of the time and nature of the meeting and shall be entitled to have present an Association representative.

**B. TEACHER FACILITIES**

The Board will make available to employees in the bargaining unit convenient facilities for eating, classroom related work, restrooms, and a lounge, in the elementary and high school.

**C. INSTRUCTIONAL MATERIALS AND SUPPLIES**

Each member of the bargaining unit shall be provided in accordance with normal standards within the District, sufficient instructional materials and supplies necessary to perform in an effective manner.

**D. SCHOOL CALENDAR/WORK YEAR**

1. The work year for members of the bargaining unit shall consist of no more than one hundred and eighty-three (183) days. A workday shall meet at least the minimum state requirements in length to count as a day.
2. Included in the one-hundred and eighty-three (183) days, shall be the following:
  - a) Two (2) teacher workdays with no students in attendance.
  - b) One (1) mandatory in-service day, excluding Fair Day. An in-service may be used for any state mandated training requirements.
  - c) One hundred and eighty (180) days with students in attendance, including Parent/Teacher conference days.
3. The Association shall be provided input into the school calendar by soliciting input from the staff and then allowing them to vote on no less than three (3) potential calendars.

## E. TEACHING HOURS AND LOAD

### 1. Length of workday

- a) The maximum length of the regular workday for members of the bargaining unit shall be seven (7) hours and thirty (30) minutes.
- b) Delays - Calamity Days

In the event that it is necessary to schedule a delayed opening, the number of hours delayed shall be deducted from the "bank" of five (5) days as provided by law. In the event that delays and cancellations require school make-up days, these days will be added to the end of the calendar school year.

### 2. Class Size

The Administration will make an attempt to minimize class size to the extent deemed possible by the Administration.

### 3. Duty-Free Lunch

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute continuous duty-free lunch period.

### 4. Conference Time

- a) Elementary (K-6) or (combination high school and elementary).

Members of the bargaining unit within the elementary buildings shall be provided no less than two hundred (200) minutes per week as conference time.

Conference time shall be in blocks of time no less than thirty (30) minutes uninterrupted.

- b) Secondary (7-12)

Members of the bargaining unit who teach grades seven through twelve shall be provided a minimum of one (1) conference period per day.

- c) Conference time for part-time people shall be on a prorated basis.
- d) On days when there has been a 2-hour delay declared, an elementary delay schedule shall be developed so that all elementary teachers shall have a conference period during that day.

## **F. PROFESSIONAL DEVELOPMENT COMMITTEE**

The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC 3319.22 and OAC 3301.24.

1. Edgerton will have one district level LPDC consisting of five (5) members as follows; three (3) teachers and two (2) administrators.
2. The Association shall select the teacher members and shall replace members in the case of vacancies of teacher members.
3. Each teacher will serve three (3) year rotating terms with one member being replaced each year.
4. The LPDC shall decide the frequency, time, and location of meetings by a majority vote. Meetings shall not be held during times scheduled for teacher-student contact
5. LPDC members shall be compensated at a rate of twenty dollars (\$20.00) per meeting.
6. LPDC members shall be reimbursed for expenses associated with attending any training or workshop related to LPDC.
7. Equivalent Activity Policy

Equivalent activities must be approved in advance by the LPDC.

Equivalent activities/projects will be eligible for recertification/licensure credit if they meet the standards established by the Edgerton LPDC.

8. **APPEAL PROCESS:**  
Appeals of decisions of the LPDC shall be directed to the LPDC chairperson. The appeal process has two stages: Reconsideration and Third Party Review. Following the Reconsideration phase, the LPDC's decision is appealable to a Third Party Review panel, which is separate and apart from the LPDC. The Third Party Review panel's decision is final.

The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

Issues for appeal are limited to procedural matters in the LPDC appeals process.

## **G. ATHLETIC DIRECTOR**

Any bargaining unit member serving in the capacity of Athletic Director will have three periods per day scheduled for duties pertaining to the assignment of Athletic Director. These periods shall be in addition to his/her regular conference period.

## **ARTICLE X**

### **PERSONNEL FILES**

- A.** There shall be only one official personnel file to be utilized for purposes of personnel decisions of bargaining unit members, which file shall be maintained in the Superintendent's office. Building principals may maintain personnel files, but said files shall not be utilized for purposes of official Board action or discipline with regard to any bargaining unit member.
- B.** The contents of the official personnel file shall be limited to items pertaining to work performance, discipline and routine financial and personnel data.
- C.** All documents placed in the official personnel file, other than routine financial or personnel data, shall be signed and dated by the originator of the document and shall be submitted to the teacher for signature and date indicating receipt prior to being placed in the official personnel file. In the event that the teacher refuses to sign the document, the originator or supervisor shall note such refusal on the face of the document. The teacher shall be given a copy of the document without regard to whether or not there has been a refusal to sign.
- D.** A teacher may inspect both his/her official personnel file and the building principal's file upon request.

## ARTICLE XI

### REDUCTION IN FORCE

#### A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff made necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils either overall or in a particular subject area, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District. O.R.C. 3319.11 shall not be used for the purposes covered by this section.

#### B. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed in accordance with Ohio Revised Code 3319.11 and other related sections of this Master Agreement.

#### C. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions under "A" above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, seniority and areas of certification shall be the exclusive criteria in determining such layoffs.

Layoffs shall be on the basis of last hired first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of certification have been laid off.

Any teacher who has been laid off shall have his name placed on a recall list.

#### D. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

Seniority shall be determined by the length of continuous service in the school system.

(Part-time teachers shall receive prorated service credit, i.e., 1/2 time equals 1/2 year service.) Among those with the same length of continuous service, seniority shall be determined by:

- a) The date of the Board meeting in which the teacher was hired; and then by
- b) An agreed upon method of chance in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Contract. However, once an individual's name is removed from the recall list pursuant to E-4 below, that person's seniority within the system is broken. The continuous service of a teacher, who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

On or before March 1, of a year in which a reduction in force is anticipated, the Association President shall receive in writing a copy of the seniority list. The notification shall include, to the extent that said information is known by March 1, the reasons for the RIF; the positions to be reduced, eliminated, or not filled; the names of the employees to be affected; the dates of employer action to implement the RIF; and the effective date of the RIF. To the extent that any of the foregoing information is unavailable or unknown on or before March 1, the employer shall notify the Association President of that information as soon as the information becomes available.

#### **E. RECALL**

1. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are or have become certified before any permanent teacher full, part-time or substitute is hired.
2. In the event a vacancy(cies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. The teacher shall respond to the notice either in person or by certified letter within fifteen (15) days. It shall be the responsibility of each teacher to notify the Board of any change in address.

3. A teacher on the Reduction in Force list shall, have the right to accept or refuse a position which is offered. If the teacher refuses a position, the offer of the position shall go to the next certified teacher on the recall list. A teacher's refusal to accept a position for which they are certified will remove that teacher's name from the recall list.
4. A teacher's name shall remain on the Reduction in Force list for two (2) school years (July 1 to June 30) following the date he/she is first placed on the list.

#### **F. SUPPLEMENTAL CONTRACTS**

Aforementioned sequence of statements regarding reduction in force does not pertain to supplemental contracts.

## ARTICLE XII

### VACANCIES AND TRANSFERS

#### A. VACANCIES

1. Vacancies for regular permanent positions occurring within the bargaining unit and within the total professional staff, (excluding the Administrative positions) including but not limited to newly created positions, and supplemental salary schedule positions, shall be posted on a designated bulletin board in each District building along with a copy of such posting to the association president. Positions as above described shall be posted at least five (5) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the central office. The position will be awarded to the best applicant. This does not preclude the administration from hiring a better qualified individual from outside the system.
2. During the summer months when regular school is not in session, the employer will post in the central office all vacancies as above described and shall also forward at the same time a copy of said vacancies to the association president. Positions so posted shall remain posted at least fourteen (14) calendar days prior to being filled, or at least five (5) days if posted after June 30.
3. A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. Supplemental positions must be posted separately from teaching positions.
4. Qualifications for initial employment for any extra curricular contract shall be determined solely by the Superintendent or his designee.
5. Supplemental positions shall be bid in accordance with the same procedures utilized for regular positions.

#### B. TRANSFERS

1. Prior to the effectuation of any involuntary transfer, the employer shall provide the affected bargaining unit member the right to meet with the administration to discuss reasons for the involuntary transfer.
2. Involuntary transfers may be affected only for reasonable cause. A teacher affected by an involuntary transfer shall be given written notice of the transfer together with the reason(s) for the transfer ten (10) days prior to its effective date.

If a bargaining unit member voluntarily transfers from a full-time position to a part-time position, that bargaining unit member shall wait until a full-time position is vacated that he/she is certified to teach in order to transfer back to full-time employment. No full-time bargaining unit member shall be displaced to reinstate the part-time bargaining unit member to full-time.

### **C. REHIRING RETIRED TEACHERS**

Any teacher who has retired from the teaching profession (PRT – Previously Retired Teacher) MAY be re-employed under the following conditions:

1. Placed on the appropriate column of the salary schedule.
2. Be placed at Step 10 of the salary schedule.
3. Retirees lose their seniority upon re-employment.
4. Retirees can be granted only one year contracts.
5. Each one year contract shall automatically expire upon the completion of the year without Board action.
6. It is not necessary for the Board to conduct evaluations in accordance with ORC 3319.11, or take formal action to not re-employ the employee pursuant to ORC 3319.11.
7. PRT's are not entitled and/or not eligible to receive any severance benefits or incentive programs provided by the Board.
8. No sick leave shall be carried forward from pre-retirement status. Sick leave status will accumulate per the negotiated agreement.
9. PRT's shall not have any guarantee or right to return to a position previously held in the district.
10. Pursuant to the authority provided by ORC 4117.10, and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supercede and replace the statutory law of Ohio pertaining to that issue.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

#### **A. COMPLETE AGREEMENT**

This Contract cancels and supersedes the previous written agreement between the Board and Association. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed and signed in writing by the parties hereto.

#### **B. NON-DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, disability, or marital status.

#### **C. PART-TIME POSITIONS**

Existing part-time positions or newly created part-time positions shall be paid according to the regular salary schedule on a prorated basis. This provision does not apply to extra curricular and/or substitute positions.

## **ARTICLE XIV**

### **EFFECT AND DURATION**

#### **A. SEPARABILITY**

1. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within twenty (20) days of receipt of notification to either party of the court's actions, negotiations shall commence, during which a new agreement on such matter shall be reached.

#### **B. MODIFICATION OF AGREEMENT**

1. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.
2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than twenty (20) days thereafter.
3. If after twenty (20) days the parties are unable to arrive at an agreement on the item(s) at issue, then the existing language shall continue in force and effect for the length of the Contract.

**C. DURATION OF AGREEMENT**

1. This Agreement shall be effective as of August 1, 2009, and shall continue in effect until July 31, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
2. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretary and treasurer.

**EDGERTON EDUCATION ASSOCIATION**

By: James Stoll  
President

Date: 7/29/2009

By: Joanne R. Wolf  
Secretary

Date: 7/30/2009

**EDGERTON LOCAL BOARD OF EDUCATION**

By: [Signature]  
President

Date: 7/30/2009

By: Margaret Benkel  
Treasurer

Date: 7-30-09

**Edgerton Local School  
Salary Index  
2009-2012**

	BA	150	MA	MA+25
0	1.0000	1.0400	1.1000	1.1028
1	1.0410	1.0855	1.1510	1.1539
2	1.0820	1.1310	1.2020	1.2050
3	1.1230	1.1765	1.2530	1.2561
4	1.1640	1.2220	1.3040	1.3073
5	1.2050	1.2675	1.3550	1.3584
6	1.2460	1.3130	1.4060	1.4095
7	1.2870	1.3585	1.4570	1.4607
8	1.3280	1.4040	1.5080	1.5118
9	1.3690	1.4495	1.5590	1.5629
10	1.4100	1.4950	1.6100	1.6140
11	1.4510	1.5405	1.6610	1.6651
12	1.4920	1.5860	1.7120	1.7163
13	1.5330	1.6315	1.7630	1.7674
14	1.5740	1.6770	1.8140	1.8186
18	1.6150	1.7225	1.8650	1.8697
22	1.6560	1.7710	1.9620	1.9669
26	1.6970	1.8165	2.0140	2.0190

**Edgerton Local School  
Salary Schedule  
2009-2010**

**Base: \$28,646**

Step	BA	150	MA	MA+25
0	28,646	29,792	31,511	31,590
1	29,820	31,095	32,972	33,054
2	30,995	32,399	34,432	34,518
3	32,169	33,702	35,893	35,983
4	33,344	35,005	37,354	37,447
5	34,518	36,309	38,815	38,912
6	35,693	37,612	40,276	40,377
7	36,867	38,916	41,737	41,841
8	38,042	40,219	43,198	43,306
9	39,216	41,522	44,659	44,771
10	40,391	42,826	46,120	46,235
11	41,565	44,129	47,581	47,700
12	42,740	45,433	49,042	49,165
13	43,914	46,736	50,503	50,629
14	45,089	48,039	51,964	52,094
18	46,263	49,343	53,425	53,559
22	47,438	50,732	56,203	56,344
26	48,612	52,035	57,693	57,837

**Edgerton Local School  
Salary Schedule  
2010-2011**

**Base: \$29,219**

Step	BA	150	MA	MA+25
0	29,219	30,388	32,141	32,221
1	30,417	31,717	33,631	33,715
2	31,615	33,047	35,121	35,209
3	32,813	34,376	36,611	36,703
4	34,011	35,706	38,102	38,197
5	35,209	37,035	39,592	39,691
6	36,407	38,365	41,082	41,185
7	37,605	39,694	42,572	42,678
8	38,803	41,023	44,062	44,172
9	40,001	42,353	45,552	45,666
10	41,199	43,682	47,043	47,161
11	42,397	45,012	48,533	48,654
12	43,595	46,341	50,023	50,148
13	44,793	47,671	51,513	51,642
14	45,991	49,000	53,003	53,136
18	47,189	50,330	54,493	54,629
22	48,387	51,747	57,328	57,471
26	49,585	53,076	58,847	58,994

**Edgerton Local School  
Salary Schedule  
2011-2012**

**Base: \$29,803**

Step	BA	150	MA	MA+25
0	29,803	30,995	32,783	32,865
1	31,025	32,351	34,303	34,389
2	32,247	33,707	35,823	35,913
3	33,469	35,063	37,343	37,436
4	34,691	36,419	38,863	38,960
5	35,913	37,775	40,383	40,484
6	37,135	39,131	41,903	42,008
7	38,356	40,487	43,423	43,532
8	39,578	41,843	44,943	45,055
9	40,800	43,199	46,463	46,579
10	42,022	44,555	47,983	48,103
11	43,244	45,912	49,503	49,627
12	44,466	47,268	51,023	51,151
13	45,688	48,624	52,543	52,674
14	46,910	49,980	54,063	54,198
18	48,132	51,336	55,583	55,722
22	49,354	52,781	58,473	58,619
26	50,576	54,137	60,023	60,173

## EDGERTON - SUPPLEMENTAL SALARY SCHEDULE

	<u>0-2</u>	<u>3-6</u>	<u>7 or more</u>
Athletic Director (5 extended days at per diem rate)	.180	.190	.200
Assistant Athletic Director	.100	.110	.120
Football (Head)	.150	.160	.170
Assistant Varsity (4)	.090	.100	.110
Junior High (3)	.060	.070	.080
5th & 6th Grade	.025	.035	.045
Boys Basketball (Head)	.150	.160	.170
Assistant Varsity	.090	.100	.110
Freshman	.070	.080	.090
Junior High (2)	.060	.070	.080
5th & 6th Grade	.025	.035	.045
Girls Basketball (Head)	.150	.160	.170
Assistant Varsity	.090	.100	.110
Junior High (2)	.060	.070	.080
5th & 6th	.025	.035	.045
Wrestling (Head)	.150	.160	.170
Assistant Varsity	.090	.100	.110
Junior High	.060	.070	.080
Wrestling (Elementary)	.025	.035	.045
Track (Head)	.115	.125	.135
Assistant Varsity (3)	.060	.070	.080
Junior High (2)	.060	.070	.080
Baseball (Head)	.115	.125	.135
Assistant Varsity	.060	.070	.080
Softball (Head)	.115	.125	.135
Assistant Varsity	.060	.070	.080
Golf (Varsity)	.115	.125	.135
Tennis	.055	.065	.075

	<u>0-2</u>	<u>3-6</u>	<u>7 or more</u>
Cross Country	.055	.065	.075
Varsity	.115	.125	.135
Junior High (1)	.060	.070	.080
Volleyball (Head)	.115	.125	.135
Assistant Varsity	.070	.080	.090
Junior High (2)	.060	.070	.080
Summer Strength	.025	.025	.025
Pep Band	.050	.060	.070
Swing Choir	.070	.080	.090
Majorettes	.055	.065	.075
Cheerleading (Head)	.080	.090	.100
Freshman	.045	.055	.065
Junior High	.045	.055	.065
Mat Maids	.060	.070	.080
Clubs, Advisors, Plays			
Freshman Advisor	.025	.035	.045
Sophomore Advisor	.025	.035	.045
Junior Advisor	.050	.060	.070
Senior Advisor	.040	.050	.060
Language Clubs	.040	.050	.060
Log of E	.060	.070	.080
Marching Band	.040	.055	.070
Musical (Music)	.050	.060	.070
Musical (Drama)	.050	.060	.070
High School Play	.050	.060	.070
Science Club (Jr. High)	.035	.045	.055
National Honor Society	.025	.035	.045
Student Council - High School	.040	.050	.060
Student Council - Junior High	.040	.050	.060
Scholastic Bowl Advisor	.030	.040	.050
Future Teachers	.025	.035	.045
Elementary Quiz Bowl	.010	.012	.014
J.H. Quiz Bowl	.010	.012	.014

Saturday School – Substitute Pay

After school detention – HS/JH \$22.50; Elementary \$15.00

2009/2010 Base Salary \$28,646

2010/2011 Base Salary \$29,219

2011/2012 Base Salary \$29,803



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

August 5, 2009

State Employment Relations Board  
Attn: Clerk's Office  
65 East State Street, Twelfth Floor  
Columbus, OH 43215-4213

RE: Edgerton Education Association  
and  
Edgerton Local Board of Education  
SERB Case No. 09-MED-05-0547

2009 AUG -7 P 2:26  
STATE EMPLOYMENT  
RELATIONS BOARD

Dear Sir or Madam:

Please be advised that the Edgerton Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Edgerton Local Board of Education have successfully completed negotiations and ratified a new contract.

I am enclosing three original contracts and I would like two SERB file-stamped copies returned to me in the envelope provided.

Sincerely,

Betty Elling  
OEA/NEA Labor Relations Consultant

de

Enc.

