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NEGOTIATED AGREEMENT

between the

**EASTWOOD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

EASTWOOD EDUCATION ASSOCIATION

July 1, 2013 – June 30, 2016

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PREAMBLE

The Board of Education of the Eastwood Local School District (hereinafter referred to as the "Board") together with the Eastwood Education Association (hereinafter referred to as the "Association") recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires for its effective discharge, cooperation between the Board, the Superintendent and the administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board, the Superintendent and the Administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program.

It is the purpose of this Agreement to establish this relationship between, and to affirm this joint responsibility of the Board and the Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern.

ARTICLE I – RECOGNITION

A. Recognition

1. In accordance with O.R.C. §§4117.04 and 4117.05, the Board does hereby recognize the Association as the exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Master Agreement for all certified teaching personnel both full and part-time under limited or continuous contract to the Board. This shall include those positions currently considered as part of this bargaining unit:

- | | |
|-----------------------------------|--------------------------|
| a. Classroom teachers; | e. School nurses; |
| b. Guidance counselors; | f. Department heads; and |
| c. Librarians; | g. Tutors. |
| d. Media and program specialists; | |

2. The Association recognizes that the Superintendent, Principals, other administrative positions as defined in O.R.C. Chapter 4117, and substitute teachers working less than sixty (60) days in the same position are excluded from the bargaining unit.

B. Recognition of Board and Superintendent

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Eastwood School District and as the employer for all licensed/certificated personnel of the school system. The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor to the Board.

C. Membership in Professional Organizations

Both parties recognize that licensed/certificated personnel have the right freely to organize, to join, and to support any organization for their professional and/or economic improvement, and that such membership in any organization shall not be required as a condition of employment. Such organizations may set criteria for membership but may not exclude teachers as members on the basis of sex, marital status, race, creed, or national origin.

ARTICLE II – NEGOTIATING PROCEDURES

A. Definitions

1. “Negotiations” means conferring, discussing, and bargaining in good faith by the Board and its designated representatives, and the Association through its designated representatives in an effort to reach agreement with respect to salaries,

hours, working conditions and other matters of concern of the Board and the Association.

2. "Good Faith" involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and to offer counter proposals. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board or its representatives and the representatives of the Association to meet for purposes of negotiations does not compel either party to agree to a proposal or require the making of a concession.
3. "Days" shall mean calendar days.

B. Directing Requests

1. Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent and the Board. Requests from the Board will be made in writing to the President of the Association. These requests shall be submitted not less than sixty (60) days prior to the expiration of the current contract. Notification will also be sent to the State Employment Relations Board along with a copy of the existing contract.

C. Negotiation Meetings

1. When issues are to be negotiated at a time other than the regularly scheduled period, an agreement will be reached by the Board and the representatives of the Association within five (5) days of the request and the submission of issues as to the time and place of the meeting, which shall be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time.
2. Negotiations meetings shall be held at the request of either party involved and further negotiations shall be completed within seventy (70) days or by a mutually agreed date. Negotiations meetings shall be in executive session unless mutually agreed by both parties.
3. All issues for negotiations by the Eastwood Education Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted in by either party following the designated meeting unless agreed by both parties.

D. Representation

The Board and the Association shall be represented by no more than four (4) members each at the negotiating table. Either party at their option may be represented by one (1)

member who is not an employee of the Board or a member of the Board. The remaining members of both parties must be members of the Association and be employees of the Board or members of the Board.

E. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Necessary clerical assistance shall be provided at a cost agreeable to both parties. Each party shall be responsible to keep and maintain such bargaining notes as it may desire.

F. Study Committees

The parties may appoint, by mutual agreement, joint and hoc study committees to research, study, and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties.

G. Exchange of Information

Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiation and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiation: provided, however, that nothing herein shall require the Superintendent or the Association to make available any confidential information or reports expressly compiled for the use of the Board, its negotiators; or the Association and its negotiators.

H. While Negotiations Are in Progress

1. Protocol

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

2. Caucus

The chairman of either group may recess his group for independent caucus at any time. A caucus shall be for a period of up to thirty (30) minutes unless otherwise mutually agreed.

3. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chief negotiator for each party.

4. 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.

5. Authority of Teams

While no final agreement shall be executed without ratification by the Association and Board, 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.

6. Dissemination of Information

- a. All negotiation sessions are to be considered "executive sessions." All parties to the negotiation procedure shall absolutely respect the confidential nature of these meetings.
- b. Any release of written information concerning negotiations to individuals not directly involved in the negotiations procedure shall be limited to factual status reports. Such reports will be provided to both parties of the negotiations. Discussions for purposes of strategy or positions would not be restricted by this clause.
- c. Any information released to parties or individuals outside the scope of negotiations or the news media will be approved by both parties, unless impasse is declared.

I. Agreement

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for formal approval. Following ratification by the Association, the Board shall act upon the recommendations. Approved agreements shall be signed by the parties and shall become part of the official minutes of the Board. Any resulting Agreement shall constitute a modification through the Articles of the Document and shall be binding on both parties. No provisions of the resulting Agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

J. Disagreement

1. Responsibilities

The parties pledge themselves to negotiate in good faith.

2. Impasse Procedure

- a. If agreement is not reached, either party may declare impasse at any time.
- b. Within five (5) days of impasse, a mediator shall be obtained through the Federal Mediation and Conciliation Service (FMCS) according to their rules and regulations.
- c. The parties agree that the mediation process through FMCS shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in O.R.C. §4117.14.
- d. If mediation fails, the teachers may exercise their rights under O.R.C. §4117.14(D)(2).

K. Duplicating and Distributing Contract

The cost of duplication and distributing the Negotiated Agreement will be born by the Board. The contract will be prepared by the Board and distributed within thirty (30) days of Board ratification.

ARTICLE III – GRIEVANCE PROCEDURE

- A. The Primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may arise. A grievance procedure provides for the democratic interpretation and application of this Agreement. Both parties are highly encouraged to keep the proceedings confidential.

B. Definitions

1. Grievance – A claim by a licensed/certificated person or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or a decision by a supervisory official involving salaries, hours, employment conditions and disciplinary action under this specific Agreement may be processed as a grievance. The Board’s decision of termination of a limited or continuing contract is not grievable.
2. Days – In this grievance procedure, the term “days” shall mean Monday through Friday (excluding holidays). The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. Any of the time limits referred to in this Article may be, by mutual agreement, extended.

C. Procedure

1. The parties acknowledge that it is usually most desirable for licensed/certificated persons/Association and administrators to resolve problems through free and informal communications. When requested, the EEA building representative or EEA President may assist in this resolution.
2. Grievances may be adjusted informally provided the adjustment is not inconsistent with the terms of this Agreement or the policies and rules of the Eastwood Board of Education. However, should such informal processes fail to satisfy the grievant, than a grievance may be processed as follows:
3. Step 1
 - a. Within twenty (20) days after the occurrence, act or condition upon which such grievance is based, the grievant/Association shall present the grievance, in writing, using the Grievance Report Form (see Appendix A), Step 1, to his/her building principal. The EEA President will receive copies of the completed Grievance Report Form from the Administration if the Association President has not been involved.
 - b. The Principal shall meet within ten (10) days of receipt of the grievance, with the grievant (and the building representative and/or EEA President) to resolve the grievance. Within five (5) days after this meeting, the principal shall indicate in writing his/her disposition of the grievance by completing his/her portion of the Grievance Report Form. The principal shall provide a copy of the completed form to the grievant (and the EEA President).
 - c. In cases where the grievance is beyond the jurisdiction of the building principal, Step 1 will be deleted.
4. Step 2
 - a. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall within five (5) days of the receipt of such disposition or above-stated time limits complete Step 2 of the Grievance Report Form and submit such grievance to the Superintendent and the Association President.
 - b. Within ten (10) days of the receipt of such form the Superintendent shall meet with the grievant. Notice of such meeting shall be sent to the grievant and Association president, who shall determine those individuals to be present at such meeting in order to present pertinent facts to the grievance. The Superintendent shall also arrange for individuals to be present for the same purpose.

- c. Within five (5) days after the above meeting, the Superintendent shall indicate his disposition concerning the grievance by completing his portion of Step 2 of the Grievance Form. The Superintendent shall forward a copy of his disposition to the grievant, Association President, and the Principal.
- d. If the Superintendent is not available the Grievance Report Form shall be filed, within designated time limits, with the Treasurer of the Board. The Treasurer will immediately contact the President of the Board who shall then preside at the above described meeting if the Superintendent is unavailable. The same time lines shall be observed.

5. Step 3

- a. If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within the above time limits, the grievance may be submitted within thirty (30) days from receipt of the Step 2 written response to arbitration. Application for Arbitration must be made through the Association by completing Step 3 of the Grievance Report Form, filing the same with the Board.
 - b. If the Association supports going to arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association, which rules shall likewise govern the arbitration proceedings. As soon as possible after his/her appointment, the arbitrator shall schedule a hearing relative to the grievance. Neither the Board nor the grievant (Association) shall be permitted to assert any grounds which was not presented at Step 1 or Step 2 of this process.
 - c. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Board, Association, President, and grievant at the earliest possible date following the hearing and shall be final and binding on all parties concerned.
 - d. The fees and expenses of the arbitrator shall be shared by the Board and Association. All additional expenses shall be borne by the party incurring them.
- D. There shall be no reprisal of any kind against any party participating in the Grievance Procedure.
- E. The administration and the EEA will mutually cooperate in the investigation of any grievance and, further, will furnish such information as is requested for processing the grievance.

- F. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a file established by the Treasurer of the Board. This file may be opened only by mutual consent of the Superintendent and the grievant and/or EEA President.
- G. Should the investigation or processing of any grievance require that a licensed/certificated person be excused from his regular assignment, he shall be excused without loss of pay or benefits.
- H. Any of the time limits referred to in this Grievance Procedure may, by mutual agreement, be extended when mutual signatures and date are shown on a memorandum. The number of extension days shall also be included in the memorandum.
- I. Any individual is at liberty to present, process, and settle a grievance without intervention of representation by the Association at their own expense. When an individual settles a grievance or receives an arbitration ruling without Association representation, the individual releases the Association from liability related to the Association's duty of fair representations and the Board agrees that such settlements will not be used in any future legal proceedings as evidence of past practice.
- J. The EEA reserves the right to advise a grievant if they think he has no grievance and to refuse to represent him in the Procedure.
- K. Nothing in this Agreement shall be construed so as to deny the grievant or the EEA the right to legal advice or counsel in any of the steps above, or to deny the right to redress through the courts.
- L. Forms for filing and processing grievances shall be available in every school building.

ARTICLE IV – ASSOCIATION BUSINESS AND RIGHTS

A. Release Time

The Association President and EEA Committee Members shall be released to fulfill responsibilities to the Association and to the District in the administration of this Agreement. Any absences other than those mutually agreed upon under this Agreement would need to be approved by the immediate supervisor, as well as the Superintendent or his designee. Nothing contained in this provision shall require rescheduling to within the teacher workday meetings that can be scheduled outside the teacher workday. Such released time shall be without loss of pay or benefits.

B. Faculty Meetings

The Association's designated representative may make organizational announcements in faculty meetings.

C. Finances

The Employer agrees to furnish to the Association a copy of all information kept by the District related to its financial operations. Such information shall be furnished within ten (10) calendar days of receipt of a request by the Association.

D. Bulletin Boards

The Association, as bargaining agent, shall be granted exclusive teacher organization right to use bulletin board space in the teachers' lounge in each school building for the purpose of posting official notices. Authorized representatives of each building will be responsible for the posting of all such notices and the contents thereof.

E. Inter-School Mail

The Association shall have exclusive teacher organization right to the use of teacher receptacles and inter-school delivery service. Authorized teacher representatives of each building will be responsible for the placing of such materials and the contents thereof.

F. Use of Facilities

The Association, as bargaining agent, shall have the right to use school buildings for meetings without charge so long as they do not obstruct regular school use, promote the obstruction of normal school activities, and so long as those facilities have not been scheduled for other use.

ARTICLE V – FAIR SHARE FEE

- A. Each employee, not enrolling as a member covered by this Agreement, shall be required as a condition of employment to pay the Association a Fair Share Fee equal to the dues of the United Education Profession. The United Education Profession includes the NEA, OEA, NWOEA, and EEA. However, all those employees covered by this Agreement and who are not dues paying members of the Association, shall be assessed the Fair Share Fee.
- B. The Association shall notify all non-members of their obligation to pay service fees and such notification will include the procedures for payroll deductions and direct cash payments. The Association must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities or causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.
- C. The Board will provide a payroll deduction for professional dues upon receipt of a list submitted by the EEA each school year. Deductions shall be made in twenty (20) equal installments effective November 1st. Staff members choosing to be fee payers shall have the deduction of the fees to begin in equal installments with the first pay period that

follows January 15 each year for the balance of the contract year. A member/fee payer that wishes to establish payroll deduction for his/her dues/fees, shall do so in writing with the District Treasurer no later than September 30 each year. Once established, it shall be continuing until the member informs the District Treasurer, in writing, he/she wants the deduction stopped. The EEA and its membership shall hold the Board harmless for any unauthorized deductions. When a member/fee payer leaves the employ of the District prior to the completion of the school year, the District Treasurer shall deduct all remaining dues/fees that are owed the EEA from the department employee's final pay.

- D. The Board agrees to furnish the Association with a name list and amount of fees/dues deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.
- E. Upon timely demand, non-members may appeal to the Association the payment of the Fair Share Fee pursuant to the internal rebate procedure adopted by the Association, or such non-members may submit such appeals as provided by law.
- F. The Association agrees to notify all non-members of their right to become members of the Association during the month of September.
- G. Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Education Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods for the balance of the contract year that follow the January 15 date noted above.
- H. The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent licensed/certificated staff members in the bargaining unit represented by the Association.
- I. The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Fair Share Fee provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association shall reimburse to the Board, or designated employee, the amount of moneys actually received by the Association from the Board and/or designated employees involved.

ARTICLE VI – TEACHER CONTRACTS

- A. Limited contracts shall be for five (5) years or less in duration. Supplemental contracts are limited contracts, but not subject to continuing contract status nor to the provisions of O.R.C. §3319.11. Further, all supplemental contracts shall automatically expire at the end of each contract year without Board action and without notice to the employees holding such contracts.

- B. If a teacher anticipates receipt of a multi-year limited contract upon expiration of the current limited contract, and that teacher reasonably anticipates attaining eligibility for a continuing contract during any year of the anticipated multi-year limited contract, then the teacher may request receipt of a one year limited contract instead of a multi-year limited contract.
- C. The request for a one (1) year limited contract and the consideration of such request by the Board shall not abridge the discretion of the Board under O.R.C. §3319.11 or the Board's decision to grant a probationary contract.
- D. In order to be eligible for a continuing contract in the next school year, a teacher must notify the Superintendent in writing on or before September 30 of his/her intention to seek qualifying certification and must have qualified for and applied for the certificate/license by the close of the current school year.
- E. Until the license/certificate is filed with the Treasurer, the teacher, if renewed, will be issued a one year limited contract which will be replaced after Board approval by a continuing contract upon such filing.

ARTICLE VII – LONG TERM SUBSTITUTES

- A. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.
- B. Any teacher who has worked as a long term substitute and who is re-employed by the Board shall have all contractual rights of regular teachers.
- C. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the contract without further action by the Board (i.e., nonrenewal is not required to extinguish the contract rights of long term substitutes).
- D. The provisions of this Agreement regarding renewal of teacher contracts shall not apply to long term substitutes.
- E. At least one (1) observation of the long term substitute shall occur during the contract period.
- F. Long term substitutes shall not have displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE VIII – TEACHER ASSIGNMENTS

A. Involuntary Transfers

Teachers who will be affected by a change in grade assignment in the elementary grades and by changes in subject assignments in the secondary grades for the following year shall be informed in writing of their new teaching assignment. Every teacher shall be tentatively notified of a change in their assignment before July 1.

B. Voluntary Transfers

1. All teachers requesting a change in assignment or position shall make their desire known on the Teacher Intent Form (See Appendix B) distributed annually in March. Persons requesting changes at this time will be given consideration for transfer of assignment as appropriate openings may occur. Teacher Intent Forms may be reviewed by the EEA president upon their completion.
2. When job vacancies in the system occur, notices will be posted in with the next paycheck of each staff member, or given at the time of the announced opening so as to provide the interested staff member sufficient time to apply. Sufficient time shall be within seven (7) working days of pay date on check to apply for the opening. Such notification is not required from August 1 to September 15 for teaching positions. Within the school year, no single situation shall exceed two displacements.
3. Factors which shall be considered in filling a vacancy (other than RIF) shall include seniority, qualification, demonstrated ability and experience and recent education and/or training. In filling vacancies, due regard shall be given to program continuity and the needs of the District.

C. Playground Recess

Teachers will be responsible on a rotating basis to oversee playground regulations which shall be performed by a para-professional during the noon recess. This shall consist of responding to problems that the para-professional may direct to them as a result of playground misbehavior or injury. There shall be an assigned area within the building where the staff member shall be available for the para-professional to direct students to for the above. Each elementary building will establish a written policy for supervision of pupils when it is necessary for them to remain inside during the lunch period. Such policy will be developed by the building principal after first seeking input from the teachers on duty. One set of guidelines shall prevail per building.

D. Permission to Leave Building

No teacher will be allowed to leave the school building during any conference period or duty free lunch period unless prior approval is obtained from the building principal. It is understood that permission will generally be given unless the best interests of the

children would be compromised. Prior to leaving the building the teacher will notify the building principal or his/her secretary of destination and anticipated time of return, which shall be at least five (5) minutes prior to resumption of duties.

E. Planning Time

All licensed/certificated full-time staff members shall have at least two hundred (200) minutes of planning time per week within the regular student contact teaching day. All licensed/certificated part-time staff members shall have at least the proportional planning time equal to time and conditions of their contract. This time shall occur within the six (6) hour and thirty-eight (38) minute teacher day.

ARTICLE IX – EVALUATION OF TEACHERS

Note: The parties agree that a new Evaluation Procedure, consistent with H.B. 153, S.B. 316, and H.B. 555 shall be collectively bargained to mutual agreement between the Board and the Association negotiating teams and presented for ratification to the Board and the Association membership no later than August 15, 2013.

ARTICLE X – NONRENEWAL

A. Notification of Nonrenewal and Procedure

No later than May 10, but prior to any nonrenewal action by the Board, limited contract teachers shall be notified by the Superintendent whether they will not be recommended to the Board of Education for contract renewal. In this notice, the teacher will be given two weeks written notice and the opportunity to submit his/her resignation to be acted upon at the Board meeting. If the Board chooses to nonrenew a teacher's limited contract, the Board will give written notice to the teacher in accordance with Ohio law.

B. Reason for Nonrenewal

1. Reasons in writing for the nonrenewal of a professional staff member's contract shall be given during or after the employee's fifth year of service in the Eastwood Local School District. Such notification will be provided by the Superintendent or the building principal acting as an employee of the Board.
2. Matters related to the employee's performance of contracted supplemental duties not related to the curricular responsibilities of the teacher shall not be used to adversely affect a decision regarding the continued employment of licensed/certificated personnel in their regular contract of employment as a teacher.

C. Controlling Effect for Evaluations and Nonrenewals

This nonrenewal procedure supersedes O.R.C. §3319.11, O.R.C. §3319.111, and O.R.C. §3319.112. It is the intention of the parties that employees who have been employed for two (2) or fewer years and whose contracts have been nonrenewed are probationary employees and shall have no right to appeal such Board decision through the courts nor any other legal procedure or state administrative forum. Employees who have been employed for more than two (2) years may appeal a nonrenewal decision in accordance with O.R.C. §3319.11.

ARTICLE XI – TERMINATION

The termination of a contract during the term of such contract shall be only for those grounds as set forth in O.R.C. §3319.16. The procedures for termination of said contract shall be as prescribed by O.R.C. 3319.16.

ARTICLE XII – TEACHING CONDITIONS

A. Teacher Workday

1. The instructional day shall consist of six (6) hours, thirty-eight (38) minutes for teachers. The day for licensed/certificated staff members shall begin thirty (30) minutes before and end fifteen (15) minutes after the instructional day as established by the Board.
2. When a delay has been called, the employee will report thirty (30) minutes prior to the adjusted starting time.
3. Within the teacher workday prescribed in paragraph 1 above, the Board shall have the right to determine the number of periods in the day, class assignments, and planning time which shall be in compliance with the two hundred (200) minutes per week prescribed by Ohio Department of Education standards.
4. For limitations on class size see Article XII Section J.
5. When the start of the school is delayed by three (3) hours due to hazardous weather conditions, the Superintendent shall have the authority to extend the teacher work day by one (1) hour. This provision will sunset if the law regarding calculation of the minimum school year changes from the current structure of counting instructional days to one that calculates the school year by instructional hours.

B. Teacher School Year

<u>Purpose</u>	<u>Days</u>
Instruction	180
Orientation/In-Service (first or second day)	1
Preparation (first or second day)	1
Work Day/In-Service (split)	2
Records (end of year)	<u>1</u>
TOTAL DAYS	185

2. Preparation Day

Upon notice by the building principal to the Association President of the intent to schedule a staff meeting during a teacher preparation day, the building's licensed/certificated staff shall conduct a vote on whether to consent to such a meeting. The teacher preparation day may not have administratively scheduled staff meetings without the prior consent of a majority of the building licensed/certificated staff. If a meeting is held with such consent, the meeting may not exceed one hour in length unless mutually agreed upon.

3. Records Day

Records Day shall be at the conclusion of the school year. There shall be two (2) Work Days/In-Service days scheduled with one at the end of the first nine (9) weeks and one at the end of the first semester. The days will be evenly split between staff in-service and staff workday. Upon notice by the building principal to the Association President of the intent to schedule a meeting during a Records day, the building's licensed/certificated staff shall conduct a vote on whether to consent to such meeting. No additional reduction in the workday or Records day for meetings can be established without a majority vote of the staff.

4. Inservice Day

Inservice programs will be designed by a joint committee of administrative and staff representatives. Inservice programs may also be reserved for building level meetings with the agenda being established by building administrators and their staff.

5. Additional Inservice Training

a. Additional late arrival inservice training shall be conducted for two (2) hours each session on up to five (5) instructional days each school year. Fifty percent (50%) or more of the in-service training hours are specifically designated for department or grade level meetings driven by staff needs.

6. E-Calamity Days

- a. All staff members will create and submit to the Director of Technology, two online lessons based on their teaching assignments.
- b. Newly hired or transferred employees will be provided with one full release day to create lessons and professional development as needed.

C. School Calendar

1. The school calendar committee shall consist of one (1) Board member, one (1) Administrator, one (1) secondary teacher, one (1) elementary teacher, and one (1) classified staff member.
2. The calendar committee shall meet four (4) weeks prior to adoption of a calendar by the Board.
3. The calendar committee shall make recommendations to the Board prior to the March Board meeting.
4. Members of the calendar committee shall be chosen by their respective organizations.
5. The Eastwood school calendar shall not exceed one hundred eighty-five (185) days.
6. All considered calendar alternatives will be published/posted two (2) weeks prior to the March Board meeting.

D. New Teachers

New teachers to the District shall receive a half-day orientation from administration and given the other half of the day to do room/lesson preparation on the day prior to the full day all staff in-service meeting at the beginning of the school year. The EEA President and the Superintendent or his/her designee will jointly establish the orientation agenda.

E. Resident Educator Program

1. Philosophy

The Eastwood Local School District believes that it is the District's responsibility to provide a system of support for teachers new to the school district. The program that has been developed for this purpose is aligned with the Ohio Teacher Education and Licensure Standards as well as the state mandated Ohio Resident Educator Program.

2. Purpose of the Program

The purpose of the Resident Educator Program is to assist the Resident Educators, as defined by the Ohio Department of Education, to have a deeper understanding of teaching and learning as a reciprocal, collaborative, and ongoing journey. There is a transformation in the Resident Educators as they now embrace and accept the challenges and responsibilities of the teacher leadership within and beyond the Resident Educator Program.

3. Who Will Be Mentored?

All teachers who are defined as Resident Educators according to the Ohio Department of Education will be assigned a mentor by the first day of school. Any Resident Educator hired after the first day of school will be assigned a mentor within fifteen (15) days of being hired.

4. Selection of Mentors

A mentor must be a teacher who has a continuing contract with the District. A mentor must have had strong, positive evaluations of his/her own classroom performance. A mentor must have or be willing to attend any training sessions deemed necessary by the Ohio Department of Education to be a certified mentor. All mentors must have the approval of their building principal prior to becoming a mentor.

5. With How Many Teachers Will a Mentor Work?

It is our belief that one mentor will work with one Resident Educator. Only in the case of extreme need will mentors be considered for working with two Resident Educators. In these situations, mentors will be sought from other buildings if necessary before assigning any mentor two mentees.

6. The Mentoring Program

The Resident Educator Program for Eastwood Local Schools will consist of at least five meetings between August and the end of the school year. All meetings, except the first one, will be held after school and address topics as they relate to successful completion of the Resident Educator Program.

Mentors will receive a supplemental contract which reflects the level of support required by each year of the Resident Educator Program as outlined in CO-CURRICULAR GROUP VII.

7. Expectations of Classroom Observations

It will be expected that the mentor will observe the Resident Educator at least three times over the course of the year. The purpose of these observations is to

provide modeling of various techniques/strategies and critique the Resident Educator. All notes and observations are confidential between the mentor and the Resident Educator to the extent permitted by law.

8. Reassigning of Mentors

If either the mentor or the Resident Educator become concerned that the mentoring relationship is not functioning satisfactorily, either person may ask the building principal to intervene during the first six weeks of the school year. The building principal shall meet with the Resident Educator and the mentor to discuss such concerns and shall attempt to resolve such concerns. If those efforts are unsuccessful by the conclusion of the first nine weeks of the school year, the Resident Educator shall be assigned a new mentor. The former mentor shall have his/her compensation terminated, and the new mentor shall receive a prorated share of the applicable supplemental salary.

F. Review of Records

1. Members shall be informed of any written complaint which is directed toward them and which will become a matter of record.
2. Members shall have the opportunity to reply to critical material in a written statement to be attached to the filed copy. A time limit of fifteen (15) days will be established for said member to reply to critical material.
3. Anonymous letters or materials shall not be placed in a member's file, nor shall they be made a matter of record.
4. Each member shall have the right upon request to review the contents of his own file with the exception of confidential references which were used in conjunction with and prior to his employment.
5. A member shall be entitled to a copy, at Board's expense, of any material in his file except for material originally supplied to the administration as confidential previous to his employment.

G. Substitute for Absent Teacher

1. When a teacher is absent from school because of reasons covered under the sick leave or personal or professional leave policies every effort will be made to obtain a substitute. In the event a substitute is not obtained, coverage will be handled by rotating available certified staff.
2. Rotating staff will be compensated for their time at the current tutoring rate for any minutes which provide them with less than the required two hundred (200) minutes of planning time during the week. Licensed/Certificated staff are required to submit time sheets each pay period or forfeit rights to those funds.

H. Job Responsibilities

All building personnel shall be advised of their respective responsibilities and limitations. These shall be made known to all building personnel by the Faculty Handbook and will include job descriptions for all co-curricular and supplemental responsibilities. The teachers currently in those positions will help in writing those descriptions.

I. Board Policy Book

The Board of Education Policy Book will be made available on the Board's Web site.

J. Class Size

1. Elementary Class Size (K-5)

- a. The maximum number of students assigned to an elementary classroom teacher per day in grades K-5 shall not exceed twenty-five (25) students except as provided below.
- b. Band, art, playground supervisor, chorus, study hall, librarian, guidance counselor, physical education, and cafeteria supervisor shall be exempt from being figured into class size.
- c. When a class exceeds the maximum number of students prescribed in 1.a. above, the teacher will be compensated at the rate of One Hundred Dollars (\$100.00) per student per quarter year.
- d. The maximum number of students is exceeded when an additional student has been in the classroom for ten (10) or more days in any given quarter.
- e. The additional compensation shall be paid in a lump sum with the last paycheck of the fiscal year.

2. Secondary Class Size (6-12)

- a. The maximum average class load for secondary teachers shall not exceed twenty-five and one-half (25.5) students except as provided below. Average class load is defined as the result when the teacher's total number of students is divided by six (6) and the quotient exceeding 25.5 is rounded to the nearest whole number.
- b. Band, chorus, study hall, librarian, guidance counselor, physical education and cafeteria supervisor will be exempt from being figured into maximum average class load.

- c. Average class load for part-time teachers shall be computed on a prorated basis.
- d. When the average class load of a teacher exceeds 25.5 students for a quarter, the teacher will be paid Seventy-Five Dollars (\$75.00) per additional student per quarter.
- e. The additional compensation shall be paid in a lump sum with the last paycheck of the fiscal year.

K. Textbooks

- 1. Textbooks shall be reviewed on a six (6) year rotating basis corresponding to the course of study updates.
- 2. If a change in textbooks is recommended, a committee of the Professional staff, including a majority of teachers in each subject area shall make the textbook recommendation.

L. Non-Smoking Provision

Members of the bargaining unit shall not smoke tobacco or use tobacco products on the grounds of the District.

M. Class Scheduling

All teachers will be notified of their next year tentative class schedule by June 15 of each year.

N. Local Professional Development Committee

Any amendments to the Local Professional Development Committee must be approved by the EEA Executive Committee before final ratification by the Board.

O. Waiver of Planning Time

Secondary staff (6-12) that forgo their planning time to teach another class will be compensated at the fraction of their base pay based upon the number of academic periods to the length of the day. The position will be posted.

P. Behavior Unbecoming

The Board shall share any information reported to ODE related to Behavior Unbecoming with the affected member within five (5) working days of the report. Further, any information reported to the Board of Education from the ODE concerning Behavior Unbecoming of an educator shall be reported to the member within five (5) working days of receipt of the report.

Q. Flex Credit

1. When evaluating an application for Flex Credit, members of the team will attempt to meet during the contractual day to evaluate such applications. Should a meeting occur after school hours, teachers may be compensated for their time at the tutor rate. If a student chooses an option which requires meeting times to be set outside of the contractual day, the teacher of record will be compensated at the tutor rate, with the number of hours for the year based on a contract developed by the teacher and parent which is approved by the Board of Education.
2. All costs associated with training or inservice will be paid by the Board.

R. Post Secondary Enrollment Option

1. When staff members must pursue an advanced degree to be eligible to teach a dual enrollment class in the Post Secondary Enrollment Option, the staff member shall receive one hundred percent (100%) reimbursement for the cost of pursuing the advanced degree or the district will pay one hundred percent (100%) of the cost directly.
2. Any teacher who receives such tuition reimbursement may be assigned by the Superintendent to teach PSEO classes in the future.
3. Any staff member who receives a grade of "C" or lower will reimburse the District for one hundred percent (100%) of the cost (within 90 days of grades being posted), or will not be reimbursed for the cost of the class.
4. Reimbursement for a "C" or lower grade not paid after 90 days will result in payroll deduction of \$100 per pay until full amount has been collected.
5. Funds are separate from Tuition Credit monies in Article XVI, Section G.

S. Creation and management of online blended/hybrid and stand-alone courses will be as follows:

1. The purpose of online blended/hybrid and stand-alone courses is to provide educational opportunities for students and to maximize personnel resources. Online blended/hybrid and stand-alone courses will be used to supplement and enhance the curriculum.
2. If a staff member wishes to create an online blended/hybrid and/or stand-alone course, he/she will notify the Building Principal in writing and submit a proposal for such course. The Board may also solicit staff members to create or teach online blended/hybrid and/or stand-alone courses where mutual interest exists. Posting for such positions will occur pursuant to Article VIII(B)(2).

3. Submitted courses will be reviewed by a committee of Administrators and teachers in the relevant content area. Staff members will have the opportunity to address issues raised by the committee. Final approval will rest with the Board.
4. The evaluation of teachers of online blended/hybrid and/or stand-alone courses shall be in accordance with the evaluation process contained in the local Collective Bargaining Agreement of the originating site District.
5. Staff members who are selected will be paid a One Thousand Five Hundred Dollars (\$1,500.00) stipend for development of a semester class and Three Thousand Dollars (\$3,000.00) stipend for a full-credit class. All courses created by staff that are used for online blended/hybrid and/or stand-alone education are the property of the Board of Education.
6. Staff members who monitor online blended/hybrid and/or stand-alone classes will be expected to grade all work and follow school guidelines for submission of grades. Staff members will be paid a stipend of One Hundred Dollars (\$100.00) per student per semester. This agreement will also be used to compensate staff for monitoring students on online blended/hybrid and/or stand-alone courses purchased by the Board through a commercial vendor, if the monitoring occurs outside the staff member's teaching schedule (e.g., if a staff member is assigned those duties during the school day in lieu of a teaching assignment, they would not receive the additional compensation).
7. Class sizes shall be limited to twenty-five (25) students for each online blended/hybrid and/or stand-alone class.
8. Staff may be assigned two (2) blended/hybrid courses with in the same class period, if those courses meet twice per week or less. Staff will be paid a stipend of One Thousand Five Hundred Dollars (\$1,500.00) per semester for teaching two (2) blended/hybrid courses during the same class period.
9. There shall be no reduction in force, in part or in whole, of currently employed bargaining unit members as a result of online blended/hybrid and/or stand-alone courses.
10. On-line office hours will be set by the teacher for times outside the teacher instructional day, and will be clearly stated on the course syllabus.

T. Periodic Safety and Regulatory Compliance Requirement Training Development

1. Staff members shall complete required state and/or federal mandated safety and regulatory compliance requirement trainings through an on-line training program designated by the Superintendent. Such training shall be at no cost to the staff member.

2. Staff members will be provided with notification by e-mail by the Superintendent or designee of the training course(s) they are required to complete outside the normal teacher workday. Staff will be provided sufficient notice so as to permit completion of such on-line training in a timely manner.
3. Once a staff member has completed a training module, s/he may print out the transcript as evidence of completion.
4. Staff members will be compensated at the tutor rate under Article XVI(E)(3) for time spent on each on-line training module.
5. Staff members may take other training modules outside of the required training designated by the Superintendent, and receive compensation time hours as set forth under Article XVI(E)(1). Such additional training must be approved in advance, in writing by the building principal.

U. Summer Institute Days

1. The Board or its designated representative shall establish up to three (3) Summer Institute Days to provide staff development for the eLearning Initiative.
2. The Summer Institute Days may be attended by staff members in grades K-12 unless approved by the Superintendent or his designee.
3. Each Summer Institute Day shall constitute one (1) session. Each Association member shall receive \$150 for attending each full session.

ARTICLE XIII – SENIORITY

A. Seniority Defined

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

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time an employee is on active pay status.
3. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Agreement.
4. No employee shall accrue more than one (1) year of seniority in any work year.
5. Seniority will not be broken but will accrue during:

- a. Time lost because of an occupation-related accident or disease compensable under existing law (i.e., receiving workers' compensation benefits);
- b. Leaves of absences, whether paid or unpaid set forth in this Agreement, approved by the employer, or authorized under statutory entitlement;
- c. The use of sick leave; and
- d. The periods of layoff.

B. Equal Seniority

Among those with the same length of continuous service, seniority shall be determined by:

1. A tie in seniority shall occur when two (2) or more employees have the same seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - a. The date on which the teacher was approved for a continuing contract (if applicable).
 - b. The date of which the teacher was approved for their first limited contract (i.e., date of hire).
 1. If more than one individual has been hired by Board action on the same date; seniority order for those individuals will be determined by lottery for all employees tied with other employees. The lottery will be held with the affected employees present, the Superintendent, and the Association President. Either side may elect to have one other person of their choosing present if they feel the need.
 2. Henceforth, new employees hired by Board action on the same date will be given their seniority ranking by the same lottery process as stated in B(2)(b)(1).

C. Super-Seniority

1. For layoff purposes only, and when evaluations are comparable, employees employed under continuous contract shall have the greater seniority than employees employed under limited contract.

2. The Board of Education shall act upon renewal of contracts of teachers eligible for continuing contract status before effecting non-renewals for the purpose of making reductions.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Eastwood Schools.

E. Posting of Seniority List

All teachers will receive a seniority list in each teaching area for which they are licensed/certificated which will be distributed by October 15 of the school year.

F. Application of Seniority

The above procedure will also apply to seniority issues related to Article VIII – Teacher Assignments; Article XIV – Reduction in Force; and any other applicable agreement of the negotiated contract.

ARTICLE XIV – REDUCTION IN FORCE

A. 3319.17 R.C.

“When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, a board of education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations as defined below. Teachers, whose continuing contracts are suspended, shall have the right to restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.”

B. Procedure

When the Board determines that staff reductions shall occur, due to decreased student enrollment or shortage of revenue, the following procedure shall apply:

1. All teachers in the Eastwood School system shall be placed on a seniority list in their areas of certification. Teachers shall be placed on all lists for which they are

certified. A teacher shall not lose seniority when he or she changes assignment to a different position, department, grade level or building.

2. The Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
3. Should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first as follows:
 - a. Comparable evaluations as defined in this Agreement.
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
4. Should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, then continuing contract teachers shall be reduced as follows:
 - a. Comparable evaluations as defined in this Agreement.
 - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
5. Comparable Evaluations.
 - a. During the 2013-2014 school year only, all members of the bargaining unit shall be considered comparable to one another for the purpose of reduction in force.
 - b. During the 2014-2015 school year only, comparable evaluations shall be defined as follows:
 - i. All teachers rated "Accomplished" will be deemed comparable to one another;
 - ii. All teachers rated "Developing" or "Proficient" will be deemed comparable to one another; and,
 - iii. All teachers rated "Ineffective" will be deemed comparable to one another.
 - c. Effective the 2015-2016 school year, comparable evaluations shall be defined as follows:
 - i. All teachers rated "Accomplished" will be deemed comparable to one another;

- ii. All teachers rated “Proficient” will be deemed comparable to one another;
 - iii. All teachers rated “Developing” will be deemed comparable to one another; and,
 - iv. All teachers rated “Ineffective” will be deemed comparable to one another.
6. Before implementing a reduction in force by the suspension of teacher contracts, the Board shall give written notice to the EEA, through its President, of its intent to affect a reduction in force.
7. A teacher whose contract has been suspended shall have the right to resign to accept employment with another school district at any time during the suspension.

C. Recall

Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Teachers will be recalled in the inverse order of their layoff as positions become available for which a teacher is or has become certified. The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said teacher at their last known address. It shall be the responsibility of each teacher to notify the Board of any changes in address. The teacher’s address as it appears on the Board’s records shall be conclusive when used in connection with an offer of re-employment or other notice to the teacher. If a teacher fails to accept the offer of re-employment in writing within fifteen (15) calendar days, said teacher shall be considered to have rejected said offer and shall be removed from the Reduction in Force list.

D. Rights on Layoff

1. While laid off, the teacher’s seniority shall remain unbroken, shall maintain all accumulation of sick leave days and shall retain his/her salary schedule placement.
2. While laid off, the teacher will have the opportunity to place themselves on the approved substitute teachers’ list and these teachers will be given priority whenever possible.
3. Teachers will remain on the Reduction in Force list for a period of three (3) school years following contract suspension. If a teacher on the Reduction in Force list accepts employment for a full school year with another school district the teacher shall, in writing, notify the Superintendent immediately and will be removed from the list if said teacher does not plan to return to Eastwood.

E. Both the seniority list and the Reduction in Force lists described above shall be made available to the EEA President.

- F. Nothing contained herein shall abridge the Board's right to non-renew a teacher for performance reasons or the right of the Board to suspend contracts pursuant to Section 3319.17 of the Ohio Revised Code.

ARTICLE XV – LEAVES OF ABSENCE

A. Staff Kiosk Program

1. All personal, professional, sick and unpaid leave requests shall be submitted for approval through the District's on-line Kiosk System.
2. All other leave requests shall be submitted according to the subsequent provisions.

B. Sick Leave

1. Accumulated sick leave shall be earned at the rate of one and one-fourth (1 1/4) days per month to a total of two hundred eighty-eight (288) days. For the purpose of calculating severance, a cap of two hundred eighty-eight (288) days will be used. Sick leave days will be shown on all paychecks.
2. Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but the maximum limitations stipulated for the following causes: illness, injury, pregnancy, exposure to contagious disease, illness or other emergency to the employee's spouse, child, brother, sister, parents, grandparents, grandchild, and in-laws.
 - a. Death of immediate relative: father, mother, stepparent, brother, sister, spouse, direct descendent, relative who has lived continuously with the employee, father/mother-in-law, or anyone who holds the position of legal guardian – five (5) days.
 - b. Death of an aunt, uncle, grandparent, and all in-laws – three (3) days.
 - c. Death of a nephew, niece, cousin – two (2) days shall be allowed.
 - d. Additional leave may be granted by the Superintendent depending upon travel and circumstances.
 - e. Documentation may be requested.
3. Any legally required reasonable accommodation which does not constitute an undue hardship for the Board will be considered when the Board makes a determination as to whether an employee is able or unable to perform his/her regular job duties.

C. Unpaid Leave

1. Long Term Unpaid Leave

- a. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's family upon the teacher's request.
- b. No later than February 28, the employer shall notify the employee on Leave of Absence, in writing, that he/she must inform the Employer, in writing to the Superintendent, by March 31 regarding his/her intention to return or not to the employment of the Eastwood Local School District.
- c. If no such written notice is provided by the employee to the employer by March 31, the employee will be declared as resigned from such employment.

2. Short Term/Emergency Unpaid Leave

- a. A staff member may be granted up to five (5) days leave without pay for each emergency or a special circumstance that may arise during the contract year. The notification should be submitted at least one week prior to the leave taking place. (See Appendix H.) Notification must take place prior to any financial commitments being made by the employee. In the case of a sudden or extreme emergency, each case will be determined individually by the Superintendent, however notification should take place as soon as possible.
- b. Any unused Personal Leave Request days must be used in conjunction with the Short Term/Emergency Unpaid Leave if the circumstances will allow the proper use of Personal Leave as specified in the negotiated agreement.
- c. Use of Short Term/Emergency Unpaid Leave negates all perfect attendance reimbursement for that semester.
- d. All Short Term/Emergency Unpaid Leave requests must be made through the employee's immediate supervisor with the final decision made by the Superintendent. Documentation to substantiate the absence may be requested.

D. Professional Leave

1. Teachers may be granted leave for attendance at professional meetings on approval of the administration. The meeting should relate to the job responsibilities of the teacher. Information gained from the meeting will be shared with the appropriate administrator as he/she requests.

2. Written request shall be submitted to the building principal for approval and forwarded to the Superintendent. The Superintendent, at his discretion, shall have authority to grant such requests without loss of pay.
3. All absences of such nature must be classified before the teacher leaves to attend such meetings.
4. If authorized, transportation, lodging, and registration expenses may be paid by the Board of Education.
5. Upon return from a professional leave, a report will be given to the building staff/principal outlining the worth of the meeting for distribution to all appropriate staff. Notable resources or contact persons for further information will be included in the report.

E. Personal Leave

1. Up to two (2) unrestricted days will be granted an employee for personal business that cannot be completed outside of school hours upon approval of the Local Superintendent, except as outlined in paragraphs 2 and 3. (See Appendix I for Request for Personal Leave Form.) No personal leave days will be approved in May or June except under certain conditions and only upon approval by the Superintendent. Examples include, but are not limited to: auto accidents, furnace breakdown, frozen water pipes, weddings of family members, graduations, flight delays and cancellations, and the scheduling of personal and/or emergency events which are not under the control of the employee.
2. Personal leave is intended for use for those activities of a personal nature which require the individual to be absent during normal school hours or when otherwise normally employed. Personal leave shall not be used on the day before or the day after a holiday or vacation day nor on the first or last day of school except in extreme emergencies as determined by the Superintendent.
3. Not more than ten percent (10%) of the total teaching staff within a building may take a leave on the same day, except that the Local Superintendent has the authority to exceed the ten percent (10%) limitation under special circumstances. Except in cases of an emergency, application for personal leave shall be submitted to the Local Superintendent no less than three (3) days prior to the use of such leave. If a teacher fails to complete his or her contract and the Board of Education refuses to accept the resignation of said teacher, any personal leave granted shall be deducted from such teacher's final pay. Such deductions shall not be made if the contract is terminated.
4. Up to one (1) additional restricted day may be granted for legal obligations. (See Appendix J.) The Local Superintendent will approve this request for the restricted time.

F. Sabbatical Leave

1. A sabbatical leave without pay may be granted to professional personnel, for the purpose of professional growth which will eventuate in improved educational services to the children of the Eastwood Schools.
2. Upon request, after fifteen (15) years of educational service, teachers shall be granted one (1) year of sabbatical leave for personal reasons.
3. A person requesting Sabbatical Leave shall request such leave in writing to the Superintendent no later than March 31.
4. The written request for an educational a Sabbatical Leave shall include specific purpose(s) of the leave, intended goals and objectives, specific outcomes which will benefit Eastwood students, and a method of evaluation for such leave.
5. Approval or disapproval of a Sabbatical Leave request will be returned to the requesting person no later than April 30. If Sabbatical Leave request is disapproved, the Superintendent shall provide written reasons for disapproval.
6. No later than March 31, the person on a Sabbatical Leave shall notify the Superintendent in writing of his/her intention of returning. If no such written notice is provided, the person will be declared as resigned from such employment.
7. The returning person from an educational Sabbatical Leave shall provide the Superintendent a written report evaluating the leave and outcomes which benefit Eastwood students as outlined in the request for such leave no later than September 30.
8. The returning person shall be given an increment on the salary schedule for the time he/she was on Sabbatical Leave determined by the Superintendent to be of appropriate benefit to Eastwood Students as set forth in original request.
9. Upon the person's return from a Sabbatical Leave he/she will be reinstated as a licensed/certificated person as appropriate to hold certification and assume all appropriate rights and responsibilities afforded other licensed/certificated personnel.

G. Maternity/Paternity/Adoption Leave

Teachers who desire maternity/paternity/adoption leave shall have one of the following options:

1. Resignation – a teacher should submit her/his resignation at the earliest possible date, effective at the mutual convenience of the teacher and Board.

2. Teachers may take a maternity/paternity/adoption leave without pay for up to one (1) year. A teacher must return only at the beginning of a school year unless Board approval is received for a semester return. Adjustments will be made to the twelve month limitations to adhere to the beginning of the school year requirements.
3. The Board shall grant to female teachers or new fathers a maximum maternity/paternity/adoption leave of thirty (30) days or additional days as entitled under the Federal Family and Medical Leave Act. Nothing contained in this Section shall affect the right of a pregnant teacher to use her sick leave pursuant to Article XV, Section A, during any period of time during which she is disabled from performing teaching duties whether as a result of the pregnancy or from other illness or injury. Such teacher shall furnish a doctor's recommendation concerning disability caused by the pregnancy.

H. Family Medical Leave

In the event that employees seek to exercise their rights under the Family and Medical Leave Act, they may do so through the Treasurer's office. Bargaining unit members will not be required to utilize the Family Medical Leave Act (FMLA) leave concurrently with sick leave. Leaves under the Act shall be in addition to any paid leaves provided for in this contract that the employee may choose to use first. The FMLA year shall be designated as August 1 to July 31.

I. Assault Leave

1. Any member of the bargaining unit employed by the Board assaulted by a student currently enrolled in the District or assaulted by any person except any employee of the Board while in the course of such teacher's employment, and such teacher is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave on such terms and conditions as hereinafter provided. For the first seven (7) days that the eligible employee, as hereinafter defined, is forced to miss because of his/her work related injury in which Workers' Compensation does not cover, the Board will continue the employee's salary without charge to his/her sick leave chargeable as assault leave. To be eligible for assault leave, the licensed/certificated employee shall apply for and be granted Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave as provided herein shall not exceed thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs.

2. Except as otherwise approved by the Superintendent, any teacher receiving assault leave shall file a complaint with the appropriate law enforcement agency against the assailant.
3. The Board shall pay, not to exceed Two Hundred Fifty Dollars (\$250.00), for damages sustained to the personal property of a member of the bargaining unit directly arising out of an assault as defined herein provided such employee has applied for and been refused reimbursement under any existing insurance coverage and has been unsuccessful in the recovery of such damages in any legal proceeding in which he/she has a claim.

J. Perfect Attendance

1. In the event that no sick leave and no personal/emergency leave days are used by a licensed/certificated staff member, such member shall receive a stipend of Two Hundred Fifty Dollars (\$250.00) for each semester free of individual sick leave usage and personal/emergency leave days.
2. The days are from the first day to the last day of the school semester. The stipend will be awarded at the conclusion of the school semester, payable before February 15 for the first semester and July 1 for the second semester.
3. If no unrestricted personal days (2) are used, the licensed/certificated staff member will automatically be converted to one (1) sick leave day at the end of the school year. Administration will notify staff that the day has been added to their sick leave total. This option is not available with (I)1.

K. Professional Trainer Leave

Certified staff trainers may be granted up to six (6) days of Professional Training Leave within the school year to conduct trainings within or outside the school district.

Certified staff trainers will receive his/her regular pay as well as retain any paid stipend.

Certified staff trainers must perform an equal number of professional development hours, including prep time, for the District or return a percentage of his/her per diem for hours not provided to the District. There will be a 2:1 ratio for presentation time to prep time.

If the District's professional development hours exceed the certified staff trainer's professional training leave hours, the certified staff trainer may bank the exceeded hours for the following school year.

ARTICLE XVI – COMPENSATION

A. Base Salary

1. The base salary for BA-0 will be as follows:
 - a. For the 2013-2014 school year, an increase of 2.5% to \$33,451
 - b. For the 2014-2015 school year, an increase of 1.75% to \$34,036
 - c. For the 2015-2016 school year, an increase of 1.75% to \$34,632

The salary schedule is located in Appendix L.

2. All full-time members of the bargaining unit who do not receive a step increase shall receive a lump sum cash payment of Five Hundred Dollars (\$500.00) to be paid in October, 2014, and October, 2015, respectively.

B. Payroll Procedure

1. Employees will be paid in twenty-six (26) paychecks. Pay will be every other Friday, except that in years in which there are fifty-three (53) Fridays, there will be a space of three (3) weeks between the last paycheck in August and the first paycheck in September. Full-time tutors shall be paid on the same bi-weekly basis. Notification of the 53rd Friday circumstance in September shall accompany the employee's final six (6) paychecks of the preceding contract year.

2. Direct Deposit of Pay

Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit.

3. Any balances owed a teacher due to a termination of a teaching contract by either party, shall be computed and paid to said teacher at the next pay period following said termination when possible.
4. All notifications of financial activity under this Article shall be via e-mail.

C. Payroll Deductions

1. Board of Education shall provide payroll deduction options to all members of the teaching staff to participate in the following:
 - a. Insurance
 - b. Employee's Credit Union
 - c. U.S. Savings Bonds
 - d. United Way Campaign
 - e. Annuities (At least five (5) employees must be enrolled with a company at all times.)

- f. Professional dues (See Article V, Section C)
- g. Fair Share Fee (See Article V, Section C)
- h. STRS – Effective July 1, 1984 STRS deduction from the employee’s gross pay will be made available to all certified staff. (Refers to STRS “Annuity Type” deduction – see Board of Education resolution in June 18, 1984 minute record.) Effective July 1, 1980, annuity deductions will be made only for companies having five (5) or more employees enrolled in their program. All current annuities approved by the Treasurer previous to this date will continue to be honored.

D. Mileage Reimbursement

Any traveling that is a requirement of the licensed/certificated staff member’s position or is approved as a part of professional leave will be compensated at the IRS then current reimbursement per mile for tax purposes.

E. Hourly Rate and Extra Work

- 1. Teachers who voluntarily perform up to fourteen (14) hours of professional development beyond the regular teacher workday shall receive one (1) day of compensation time for each seven (7) hours earned, to be scheduled with the teacher’s immediate supervisor. Hours earned may be carried over to the following school year but must be used by December 31st. If the teacher chooses not to use the earned compensation time, they will be paid the substitute rate for each day not used to a maximum of two (2) per year.
- 2. Payment of Thirty Dollars (\$30.00) per IEP, RTI or MFE meeting, up to an annual maximum per school year of Three Hundred and Sixty Dollars (\$360), shall be made to all K-4 teachers, K-4 SLD Teachers, and Title I teachers as additional compensation for teachers to write or be involved in IEPs, RTI, or MFE meetings. The obligation to attend such meetings will remain regardless of whether a teacher has reached the annual maximum. The hourly rate below shall not apply to this work.

3. Hourly Rate

The established rate for licensed/certificated staff employed on an hourly basis for after-workday tutoring and Saturday school shall be as follows:

- a. For the 2013-2014 school year, \$22.00/per hour.
- b. For the 2014-2015 school year, \$23.00/per hour.
- c. For the 2015-2016 school year, \$24.00/per hour.

The hourly rate for summer school shall be Thirty Dollars (\$30.00) per hour.

F. Part-Time Licensed/Certificated Personnel

1. In situations where part-time licensed/certificated personnel are required to work a full day, said employees will be paid for a full day calculated on the basis of their part-time pay proportionate to the numbers of hours worked.
2. Part-time certified personnel shall be eligible for two (2) year contracts after completion of a fourth (4th) one year contract.

G. Tuition Credit

1. A licensed/certificated staff member shall receive up to Two Hundred Dollars (\$200.00) per quarter hour and Three Hundred Dollars (\$300.00) per semester hour for a total of up to One Thousand Two Hundred Dollars (\$1,200.00) per contract year (September to August) for tuition expenses incurred in the pursuit of additional training. The following stipulations apply:
 - a. The tuition reimbursement account will have a total of Thirty Thousand Dollars (\$30,000) per year available to staff for such purpose.
 - b. Coursework must have prior approval of the Superintendent.
 - c. Academic credit must come from an accredited university and apply to a degree or to the Professional Development Plan, if applicable.
 - d. Coursework taken in a content area must be taught in the college or department of the certification/licensure held by the staff member.
 - e. Undergraduate or graduate hours apply if they are in pursuit of new or additional licensure.
2. Reimbursement shall be made to the licensed/certificated staff member by the first pay after June 14 providing that receipts and proof of completed training which may include either records of grades or transcripts has been presented to the Treasurer. No deductions will be made from the reimbursement check. In the event that requests for reimbursement exceed the amount in the account, each person will receive a proportionate share based on the hours submitted.
3. A reconciliation of the Tuition account shall be made available to the President of the EEA at by July 1 of each contract year.

H. Curriculum Based Trips

When an Outdoor Education Program, Carpe Diem Program, or Eighth Grade Washington D.C. Program is held, extra compensation will be given to certified staff members who participate in the program in the amount of Seventy-Five Dollars (\$75.00) per night for each night spent with the program, not to exceed a total of One Hundred

Fifty Dollars (\$150.00) per certified staff member. This compensation will be paid by the Board in one (1) sum to be included in a paycheck within thirty (30) days after the completion date of the program in which the certified staff member participated.

I. Service Credit

When a teacher transfers into the District, they may be granted up to twenty-five (25) years experience credit. This will include up to five (5) years of military service when appropriate. One hundred twenty (120) full days under contract constitutes a year's teaching experience.

J. Background Checks

The District shall pay fifty percent (50%) reimbursement for the employee to have the required Federal Bureau of Investigation fingerprint checks and the required Ohio BCI fingerprint checks performed.

K. School Rating Reward

If the District receives an "A" report card rating, the Board will grant certified employees a comp day, or payment of one day's pay at the substitute rate. An "A" rating for the 2012-2013 school year only will be earned by achieving a "3.5" average or better, as determined through averaging the letter grades in each area.

ARTICLE XVII – CO-CURRICULAR

A. Coaches/Advisors moving from one (1) level to another in the same sport/activity shall retain any years of experience that they have accumulated in that sport/activity for placement on the co-curricular schedule.

B. Any readjustment of the co-curricular groupings shall be jointly worked out by administration and two (2) EEA representatives so that no one will receive any less than he/she would on current index system.

C. Payment

1. Certified Staff on the co-curricular and athletics pay schedule will be paid either in lump sum payment at the completion of the service or in twenty-six (26) pay period payments.

2. License/certificate of required sports medicine and/or CPR must be on file with the Athletic Director prior to the first pay period of the particular coach.

3. Certified staff members hired from other schools shall retain their years of coaching experience for placement on the supplemental schedule. (See Appendix M.)

ARTICLE XVIII – ELEMENTARY PROGRAM STIPEND

Any licensed/certificated teachers shall receive a Seventy-Five Dollar (\$75.00) stipend in their paychecks with spring supplemental contracts for the following activities, up to a maximum allocation of One Thousand Five Hundred Dollars (\$1,500.00) per school year. Each teacher shall receive a maximum reimbursement per school year of One Hundred Twenty-Five Dollars (\$125.00) and shall be limited to one (1) teacher per grade level per building.

Science Fair	Language Arts Olympiad
Health Fair	Civic Oration
Social Studies Fair	Math Olympiad
Spelling Bee	Science Olympiad
Geography Bee	Social Studies Olympiad

ARTICLE XIX – RETIREMENT/SEVERANCE PAY

- A. Upon separation of service or death of a member of the bargaining unit, the Board shall pay to such employee a sum equal to the employee's daily rate of pay at the time of separation of service, excluding supplemental salary, times one-fourth (1/4) of the employee's accumulated but unused sick leave to a maximum of seventy-two (72) days.
- B. Any employee shall be required to serve no less than ten (10) years in Eastwood Local School District to be eligible for such payment, except in the event of death where severance pay will be paid without regard to the ten (10) year service requirement.
- C. This shall cancel out any accrued sick leave accumulation that the employee shall have at the time of such separation.
- D. Payment shall be made within ninety (90) days of the effective separation date in three (3) or fewer separate checks at the option of the employee.
- E. Employees who notify the Board on or before March 15 that they will be retiring at the end of the current school year shall receive an additional Three Hundred Dollars (\$300.00) severance payment.

ARTICLE XX – RETIREMENT INCENTIVE CASH PAYMENT

- A. Any teacher voluntarily electing to retire will receive One Hundred Fifty Dollars (\$150.00) per day up to a maximum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) for a two (2) year period, and will in return work for up to a maximum of twenty-five (25) days the next two (2) succeeding years following retirement.

- B. If the teacher or principal determines that continued participation is not beneficial, further retirement incentive payments under this program will not be made. Payments will be made as the work is done and prorated accordingly.

ARTICLE XXI – INSURANCE

A. Medical Insurance

1. All employees shall only be entitled to the PPO coverage. (See Appendix N for Summary of Insurance Specifications.)
2. Board paid ninety-one percent (91%) in 2013-2014, ninety percent (90%) thereafter on PPO premiums for family and single coverage.
3. The Board will establish a fund for the purpose of reimbursing staff members as a fringe benefit for only actual, out-of-pocket costs that are incurred to pay for such staff members' expenses related to healthcare. The guidelines will be similar to the qualified medical expenses listed under the District's Section 125 Unreimbursed Medical Plan. This reimbursement applies to claims incurred from January 1 to December 31 of each calendar year.
 - a. For staff members under PPO Coverage Option 1, the maximum annual reimbursement limit will be \$200 for single coverage plans, and \$400 for family coverage plans.
 - b. Staff members will submit receipts for qualified out-of-pocket medical expenses to the Treasurer's Office that have not been paid or reimbursed from any other source. Staff members will be required to sign a statement attesting that they have received no other such payment or reimbursement for out-of-pocket costs as a condition of receiving reimbursement under this provision.
 - c. Staff members will be reimbursed for those expenses within 30 days.
4. When both the husband and wife are employed by the Board and both qualify for insurance, one may receive fully paid PPO health insurance benefits and the other may receive paid dental coverage.
5. Payment for Waiver of Medical Insurance Coverage
 - a. Any employee may waive their right to medical insurance. Teachers waiving this right must notify the Treasurer by September 1. Teachers waiving this right will receive a lump sum separate payment check on the first pay period following the completion of the benefit year in accordance with the following schedule:

- Full-time teachers waiving individual coverage \$250.00
- Full-time teachers waiving family coverage \$500.00
- Half-time teachers waiving individual or family coverage \$250.00

b. If the number of members of the bargaining unit who waive the right to medical insurance coverage reaches fifteen (15) members as of September 1, the payment schedule shall be increased as follows:

- Full-time teachers waiving individual coverage \$1,500.00
- Full-time teachers waiving family coverage \$2,500.00
- Half-time teachers waiving individual or family coverage \$1,000.00

If during the enrollment year (September 1 through August 31), the number of members waiving coverage falls below fifteen (15) members, the payment shall be prorated based upon the number of months the number of members waiving coverage was above and below fifteen (15) members.

Example:

If the number of teachers waiving coverage was fifteen (15) as of September 1 and these members continued to waive coverage for six (6) months September 1 through February 28 and then the number of persons waiving coverage fell to thirteen (13) for the six month period March 1 through August 31, the waiver payment for a member waiving family coverage would be as follows:

6/12	X	\$2,500.00	=	\$1,250.00
6/12	X	\$500.00	=	<u>250.00</u>
		Total Payment		\$1,500.00

c. The waiver shall remain in effect unless the Treasurer receives written notification. A participant in the waiver program may change only at the beginning of the school year and must notify the Treasurer by September 1st.

d. If an employee chooses to voluntarily re-enroll in the Board Plan, they must notify the Treasurer in writing by August 1st. Reinstatement of coverage will start on September 1st.

e. In the event of a change in the need for coverage due to a major life event causing the loss of the teacher's alternate source of insurance(s) during the waiver year (death, change in marriage status, spouse loss of job, etc.) the teacher may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement

provided he/she has filed the proper application card with the Treasurer. Such re-entry into the health care insurance waiver program will preclude the bargaining unit member from receiving the health care insurance waiver payment in lieu of coverage as indicated during the waiver year. Individuals on leave of absence during the fiscal year shall not qualify for the waiver program.

B. Dental Coverage

1. Board paid ninety percent (90%) coverage for family and single.
2. Coverage remains the same as the plan in effect at the time this Agreement was ratified by the parties.

C. Life Insurance

1. Forty Thousand Dollar (\$40,000) paid-up life insurance coverage.
2. The employee will pick-up paid-up life insurance premiums upon retirement.

D. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by the employer with an insurance provider as the enroller and record keeper of the plan. The insurance provider shall provide the school district a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments. This shall take effect January 1, 1992.

E. The employer nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

ARTICLE XXII – COMMUNICATION COMMITTEE

A. The Communication Committee is composed of the EEA President and representatives not to exceed seven (7), and the Superintendent of Schools (and such other necessary administrative personnel/Board, not to exceed four (4)). The purpose of this group is to maintain open lines of communication among staff, Board and the Superintendent of Schools. Meetings shall be held once per semester. Additional meetings may be held to undertake projects committed to the Communication Committee. The EEA President and Superintendent shall serve as co-chairpersons and shall be responsible for setting exact meeting dates, publishing agendas and conducting meetings.

- B. The Communication Committee is not established as a second negotiations process. Accordingly, except to the extent expressly provided by the collective bargaining agreement, negotiation items are not to be presented at Communication Committee meetings.

ARTICLE XXIII – PRINCIPAL’S ADVISORY COUNCIL

- A. Within each school building there shall be a Principal’s Advisory Council consisting of the building’s EEA representative and one (1) additional staff member per twenty (20) staff members and the building principal. Principals may meet with their building councils at the same time if deemed appropriate. The Superintendent may attend any or all of such meetings.
- B. All representatives to the Council shall be elected by the end of September. The Council shall meet once a month and additional meetings may be called by the Principal or the building EEA representative.
- C. The purpose of the Council will be to provide a vehicle for communication between teachers and administrators. Principals and teachers both shall have the opportunity to present innovative ideas or suggestions.
- D. Conclusions arrived at by the Council are to be reported to the faculty either in writing, or orally at a general school faculty meeting.

ARTICLE XXIV – EMPLOYMENT OF RETIRED TEACHERS

- A. Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- B. A Retiree shall be placed at a salary step 5 at their educational level and may advance on the schedule on the same basis as other teachers. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.
- C. A Retiree shall receive a one-year or two-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal is required. Continuation of the employment of a Retiree through offering a new one-year or two-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article IX(P) and Article X of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. The parties specifically waive all

rights for such employees pursuant to O.R.C. 3319.11 and 3319.111. A retiree is eligible for a supplemental contract only at the discretion of the Board, O.R.C. 3313.53 is superseded.

- D. A Retiree shall accumulate and may use sick leave in accordance with Article XV of the Negotiated Agreement, but shall not be entitled to severance pay under Article XIX of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- E. A Retiree shall be entitled to single coverage at the same rate as dictated in Article XXI. A Retiree will be permitted to purchase family coverage. The purchase price will be determined by deducting the full single premium cost from the full family premium cost. The results will be the Retiree's cost for family coverage.
- F. A Retiree shall not accumulate seniority in the bargaining unit, and has not right of recall in the event of a reduction in force under Article XIV of the Negotiated Agreement. A reduction in force of a Retiree shall result in the automatic termination of the Retiree's contract. This section supersedes Chapter 3319 of the Ohio Revised Code.
- G. Retirees employed by the Board will not be eligible for the retirement incentive cash payment set forth in Article XX of the Negotiated Agreement while employed by the Board. Retirees will regain eligibility under Article XX only upon subsequent voluntary retirement from all employment with the Board.
- H. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract nonrenewal, evaluation requirements related to teacher contract nonrenewal, reduction in force, seniority and severance pay.
- I. Except as modified by this Article, all other terms and conditions of the Negotiated Agreement remain in full force and effect. This Article represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall only be amended by a signed writing.

ARTICLE XXV – DURATION AND INTENT OF AGREEMENT

- A. Agreement
 - 1. This Agreement shall be entitled “Negotiated Agreement between the Eastwood Board of Education and the Eastwood Education Association, and shall be effective for a period of three (3) years.
 - 2. Upon ratification of this Negotiated Agreement by both the Board and the Association, the agreement will be signed by the President of the Board, Board

Members and Superintendent and the President of the Association and Negotiations Team and will remain in effect from July 1, 2013 until June 30, 2016. In the event this document expires, all negotiations will be conducted by the rules stated herein until such time a document is agreed upon.

3. Both parties agree to be bound by the provisions of this Negotiated Agreement during the period stated above.
4. This Agreement shall be the base from which future negotiations shall proceed. If any item in this Agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, to each future Agreement.

B. Provisions Contrary to Law

If any provisions of this Agreement or any application of the Agreement is found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

C. Separability

1. It is the intention of the parties that the provisions of this Contract supersede and prevail over conflicting provisions of any statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code), Civil Service Rules and Regulations, and Administrative Rules of the Director of State Personnel that impact on members of the bargaining unit or prior inconsistent practices between the parties. However, should the State Employment Relations Board or any Court or other judicial or administration tribunal of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.
2. This provision shall not apply to preclude compliance with any minimum standards established by the State Department of Education of any other requirements of Federal, State or Local law which may apply to the school district or constitute a condition upon its receipt of revenues.
3. In any instance in which a provision of this contract is determined to be unlawful as hereinabove stated, the parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

D. Strike and Lockout Prohibition

The Association shall not cause, engage in, nor sanction any strike or refuse to perform the duties of employment by a licensed/certificated teacher or specialist and the Board of

Education agrees to a no lock-out provision for bargaining unit members during the life of this entire Agreement.

E. Non-Discrimination

The provisions of this Contract and the wages, hours, terms and conditions of employment shall be applied in a manner which is non-discriminatory on the basis of race, religion, national origin or sex. Nothing contained in this Agreement shall prevent the Board from complying with the requirements of Federal or State Handicap or Disability Laws.

F. Rights of Individuals

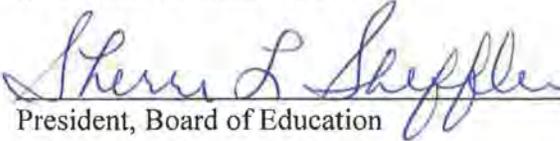
1. All rights and liberties of the individual are protected and maintained by federal and state law.
2. All matters relating to the enforcement or interpretation of this Agreement shall be settled and/or discussed in the manner prescribed by this Agreement.
3. No individual shall be denied his/her right to legal advice or counsel or the right to redress through the courts.

ARTICLE XXVI – SIGNATURES

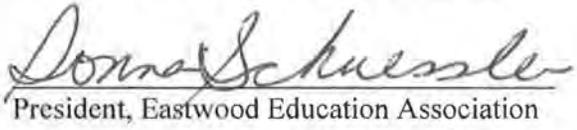
This Agreement is made and entered into this 1st day of July, 2013, by and between the Eastwood Local School District Board of Education and the Eastwood Education Association, for and on behalf of the employees in the bargaining unit as set forth in Article I of this Agreement. The parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION:

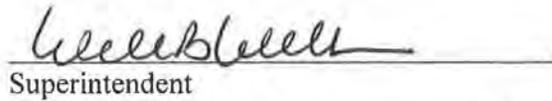
EASTWOOD EDUCATION ASSOCIATION:



President, Board of Education

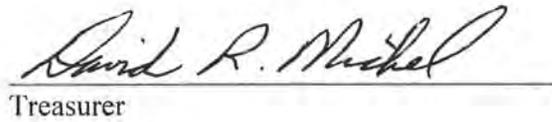


President, Eastwood Education Association



Superintendent





Treasurer

**EASTWOOD LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM**

Name of Grievant _____ Date filed _____

Building _____ Assignment _____

Date Grievance occurred _____ Step of Grievance _____

Statement of Grievance _____

Relief Sought _____

Signature _____ Date _____

Disposition _____

Signature _____ Date _____
Title

Receipt of above form should be recorded at each step.

Delivered by _____ Date _____

Delivered by _____ Date _____

Number of copies to be filed: Three (3) at each step

**EASTWOOD LOCAL SCHOOL DISTRICT
TEACHER INTENT FORM**

TO: All Eastwood Personnel

FROM:

DATE:

Will you please complete the following indicating your intentions for the _____ school year. Your cooperation will enable the administration to begin staffing plans for the next school year.

- I wish to remain in my present position.
- I do not expect to return to the Eastwood Local Schools.
- I prefer a different assignment in the Eastwood Local Schools. (Please explain under comments.)

Please list supplemental and/or co-curriculars and indicate whether or not you wish to return to those positions.

Comments: _____

Please return on or before March 25, _____, to your building principal or supervisor.

Signed: _____

APPENDICES C, D, E, F, AND G

Note: The parties agree that a new Evaluation Procedure, consistent with H.B. 153, S.B. 316, and H.B. 555 shall be collectively bargained to mutual agreement between the Board and the Association negotiating team and presented for ratification to the Board and the Association membership no later than August 15, 2013.

**EASTWOOD LOCAL SCHOOL DISTRICT
SHORT TERM/EMERGENCY UNPAID LEAVE**

A staff member may be granted up to five days leave of absence without pay for each emergency or special circumstance that may arise during the contract year. The notification should be submitted at least one week prior to the leave taking place. Notification must take place prior to any financial commitments being made by the employee. In the case of a sudden or extreme emergency, each case will be determined individually by the Superintendent, however notification should take place as soon as possible.

Any unused personal leave days must be used in conjunction with the Short Term/Emergency Unpaid Leave if the circumstances will allow the proper use of personal leave as specified in the negotiated agreement.

Use of Short Term/Emerg. Unpaid Leave negates all perfect attendance reimbursement for that semester.

All Short Term/Emerg. Unpaid Leave requests must be made through the employee's immediate supervisor with the final decision made by the Superintendent. Documentation to substantiate the absence may be requested.

Date: _____
To: _____ (Administrator/Supervisor)
I hereby apply for _____ days of Short Term/Unpaid Leave, beginning (date) _____ ending (date) _____
Employee Signature: _____
Position: _____ Building: _____
Stated reason for request of Short Term/Unpaid Leave: _____ _____

Approved: _____ Disapproved: _____

Administrator/Supervisor's Signature: _____

Superintendent's Signature _____

COPY TO: employee payroll personnel file
 administrator treasurer

**EASTWOOD LOCAL SCHOOL DISTRICT
REQUEST FOR PERSONAL LEAVE
CERTIFIED STAFF AS PER EEA NEGOTIATIONS**

APPROVED BY:

(Principal/Supervisor) (Date)

(Employee's Name) (Date)

(School)

(Date(s) requested for absence(s))

1. At the beginning of each school year, each member of the certified staff has the option to use up to two (2) work days with pay to be used for unrestricted Personal Leave. No personal leave days will be approved in May or June except under certain conditions and only upon approval by the Superintendent. Examples include, but are not limited to, auto accidents, furnace breakdowns, frozen water pipes, weddings of family members, graduations, flight delays and cancellations, and the scheduling of personal and/or emergency events which are not under the control of the employee.
2. Personal Leave is intended for use for those activities of a personal nature which require the individual to be absent during normal hours or when otherwise normally employed. Except in emergency circumstances, which must be explained in writing, personal leave shall not be used to extend a holiday or vacation period nor on the first or last days of school, except in extreme emergencies as determined by the Superintendent.
3. Except in cases of emergency, application for personal leave shall be submitted to the Superintendent no less than three (3) work days prior to the use of such leave.
4. Not more than ten percent (10%) of the total certified staff within a building may take personal/emergency leave on the same day, except that the Superintendent has the authority to exceed the ten percent (10%) limitation under special circumstances.

_____ Approved

_____ Not Approved

(Reason for non-approval)

Superintendent's Signature

**EASTWOOD LOCAL SCHOOL DISTRICT
REQUEST FOR RESTRICTED PERSONAL LEAVE
FOR LEGAL OBLIGATIONS
CERTIFIED STAFF AS PER EEA NEGOTIATIONS**

APPROVED BY:

(Principal/Supervisor) (Date)

(Employee's Name) (Date)

(School)

(Date requested for absence)

1. Up to one (1) restricted day may be granted for legal obligations.
2. Except in cases of emergency, application for personal leave shall be submitted to the Superintendent no less than three (3) work days prior to the use of such leave.
3. Not more than ten percent (10%) of the total certified staff within a building may take personal leave on the same day, except that the Superintendent has the authority to exceed the ten percent (10%) limitation under special circumstances.
4. Explain in writing the circumstances which warrant release time for legal obligations.

_____ Approved

_____ Not Approved

(Reason for non-approval)

Superintendent's Signature

**EASTWOOD LOCAL SCHOOL DISTRICT
2013-2014 TEACHER SALARY SCHEDULE**

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	M.A.+45
0	\$33,450 1.000	\$34,119 1.020	\$34,788 1.040	\$36,795 1.100	\$38,233 1.143	\$39,906 1.193	\$41,578 1.243
1	\$34,788 1.040	\$35,457 1.060	\$36,293 1.085	\$38,468 1.150	\$40,006 1.196	\$41,679 1.246	\$43,351 1.296
2	\$36,126 1.080	\$36,795 1.100	\$37,799 1.130	\$40,140 1.200	\$41,779 1.249	\$43,452 1.299	\$45,124 1.349
3	\$37,464 1.120	\$38,133 1.140	\$39,304 1.175	\$41,813 1.250	\$43,552 1.302	\$45,224 1.352	\$46,897 1.402
4	\$38,802 1.160	\$39,471 1.180	\$40,809 1.220	\$43,485 1.300	\$45,325 1.355	\$46,997 1.405	\$48,670 1.455
5	\$40,140 1.200	\$40,809 1.220	\$42,314 1.265	\$45,158 1.350	\$47,098 1.408	\$48,770 1.458	\$50,443 1.508
6	\$41,478 1.240	\$42,147 1.260	\$43,820 1.310	\$46,830 1.400	\$48,870 1.461	\$50,543 1.511	\$52,215 1.561
7	\$42,816 1.280	\$43,485 1.300	\$45,325 1.355	\$48,503 1.450	\$50,643 1.514	\$52,316 1.564	\$53,988 1.614
8	\$44,154 1.320	\$44,823 1.340	\$46,830 1.400	\$50,175 1.500	\$52,416 1.567	\$54,089 1.617	\$55,761 1.667
9	\$45,492 1.360	\$46,161 1.380	\$48,335 1.445	\$51,848 1.550	\$54,189 1.620	\$55,862 1.670	\$57,534 1.720
10	\$46,830 1.400	\$47,499 1.420	\$49,841 1.490	\$53,520 1.600	\$55,962 1.673	\$57,634 1.723	\$59,307 1.773
11	\$48,168 1.440	\$48,837 1.460	\$51,346 1.535	\$55,193 1.650	\$57,735 1.726	\$59,407 1.776	\$61,080 1.826
12	\$49,506 1.480	\$50,175 1.500	\$52,851 1.580	\$56,865 1.700	\$59,508 1.779	\$61,180 1.829	\$62,853 1.879
13	\$50,844 1.520	\$51,513 1.540	\$54,356 1.625	\$58,538 1.750	\$61,280 1.832	\$62,953 1.882	\$64,625 1.932
14	\$50,844 1.520	\$51,513 1.540	\$55,862 1.670	\$60,210 1.800	\$63,053 1.885	\$64,726 1.935	\$66,398 1.985
15	\$50,844 1.520	\$51,513 1.540	\$55,862 1.670	\$61,883 1.850	\$64,826 1.938	\$66,499 1.988	\$68,171 2.038
17	\$52,182 1.560	\$52,851 1.580	\$57,367 1.715	\$63,555 1.900	\$66,599 1.991	\$68,271 2.041	\$69,944 2.091
19	\$53,520 1.600	\$54,189 1.620	\$58,872 1.760	\$65,228 1.950	\$68,372 2.044	\$70,044 2.094	\$71,717 2.144
21	\$54,858 1.640	\$55,527 1.660	\$60,377 1.805	\$66,900 2.000	\$70,145 2.097	\$71,817 2.147	\$73,490 2.197
24	\$56,196 1.680	\$56,865 1.700	\$61,883 1.850	\$68,573 2.050	\$71,918 2.150	\$73,590 2.200	\$75,263 2.250
27	\$57,534 1.720	\$58,203 1.740	\$63,388 1.895	\$70,245 2.100	\$73,690 2.203	\$75,363 2.253	\$77,035 2.303

**EASTWOOD LOCAL SCHOOL DISTRICT
2014-2015 TEACHER SALARY SCHEDULE**

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	M.A.+45
0	\$34,036 1.000	\$34,717 1.020	\$35,397 1.040	\$37,440 1.100	\$38,903 1.143	\$40,605 1.193	\$42,307 1.243
1	\$35,397 1.040	\$36,078 1.060	\$36,929 1.085	\$39,141 1.150	\$40,707 1.196	\$42,409 1.246	\$44,111 1.296
2	\$36,759 1.080	\$37,440 1.100	\$38,461 1.130	\$40,843 1.200	\$42,511 1.249	\$44,213 1.299	\$45,915 1.349
3	\$38,120 1.120	\$38,801 1.140	\$39,992 1.175	\$42,545 1.250	\$44,315 1.302	\$46,017 1.352	\$47,718 1.402
4	\$39,482 1.160	\$40,162 1.180	\$41,524 1.220	\$44,247 1.300	\$46,119 1.355	\$47,821 1.405	\$49,522 1.455
5	\$40,843 1.200	\$41,524 1.220	\$43,056 1.265	\$45,949 1.350	\$47,923 1.408	\$49,624 1.458	\$51,326 1.508
6	\$42,205 1.240	\$42,885 1.260	\$44,587 1.310	\$47,650 1.400	\$49,727 1.461	\$51,428 1.511	\$53,130 1.561
7	\$43,566 1.280	\$44,247 1.300	\$46,119 1.355	\$49,352 1.450	\$51,531 1.514	\$53,232 1.564	\$54,934 1.614
8	\$44,928 1.320	\$45,608 1.340	\$47,650 1.400	\$51,054 1.500	\$53,334 1.567	\$55,036 1.617	\$56,738 1.667
9	\$46,289 1.360	\$46,970 1.380	\$49,182 1.445	\$52,756 1.550	\$55,138 1.620	\$56,840 1.670	\$58,542 1.720
10	\$47,650 1.400	\$48,331 1.420	\$50,714 1.490	\$54,458 1.600	\$56,942 1.673	\$58,644 1.723	\$60,346 1.773
11	\$49,012 1.440	\$49,693 1.460	\$52,245 1.535	\$56,159 1.650	\$58,746 1.726	\$60,448 1.776	\$62,150 1.826
12	\$50,373 1.480	\$51,054 1.500	\$53,777 1.580	\$57,861 1.700	\$60,550 1.779	\$62,252 1.829	\$63,954 1.879
13	\$51,735 1.520	\$52,415 1.540	\$55,309 1.625	\$59,563 1.750	\$62,354 1.832	\$64,056 1.882	\$65,758 1.932
14	\$51,735 1.520	\$52,415 1.540	\$56,840 1.670	\$61,266 1.800	\$64,158 1.885	\$65,860 1.935	\$67,561 1.985
15	\$51,735 1.520	\$52,415 1.540	\$56,840 1.670	\$62,967 1.850	\$65,962 1.938	\$67,664 1.988	\$69,365 2.038
17	\$53,096 1.560	\$53,777 1.580	\$58,372 1.715	\$64,668 1.900	\$67,766 1.991	\$69,467 2.041	\$71,169 2.091
19	\$54,458 1.600	\$55,138 1.620	\$59,903 1.760	\$66,370 1.950	\$69,570 2.044	\$71,271 2.094	\$72,973 2.144
21	\$55,819 1.640	\$56,500 1.660	\$61,435 1.805	\$68,072 2.000	\$71,373 2.097	\$73,075 2.147	\$74,777 2.197
24	\$57,180 1.680	\$57,861 1.700	\$62,967 1.850	\$69,774 2.050	\$73,177 2.150	\$74,879 2.200	\$76,581 2.250
27	\$58,542 1.720	\$59,223 1.740	\$64,498 1.895	\$71,476 2.100	\$74,981 2.203	\$76,683 2.253	\$78,385 2.303

**EASTWOOD LOCAL SCHOOL DISTRICT
2015-2016 TEACHER SALARY SCHEDULE**

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	M.A.+45
0	\$34,632 1.000	\$35,325 1.020	\$36,017 1.040	\$38,095 1.100	\$39,584 1.143	\$41,316 1.193	\$43,048 1.243
1	\$36,017 1.040	\$36,710 1.060	\$37,576 1.085	\$39,827 1.150	\$41,420 1.196	\$43,151 1.246	\$44,883 1.296
2	\$37,403 1.080	\$38,095 1.100	\$39,134 1.130	\$41,558 1.200	\$43,255 1.249	\$44,987 1.299	\$46,719 1.349
3	\$38,788 1.120	\$39,480 1.140	\$40,693 1.175	\$43,290 1.250	\$45,091 1.302	\$46,822 1.352	\$48,554 1.402
4	\$40,173 1.160	\$40,866 1.180	\$42,251 1.220	\$45,022 1.300	\$46,926 1.355	\$48,658 1.405	\$50,390 1.455
5	\$41,558 1.200	\$42,251 1.220	\$43,809 1.265	\$46,753 1.350	\$48,762 1.408	\$50,493 1.458	\$52,225 1.508
6	\$42,944 1.240	\$43,636 1.260	\$45,368 1.310	\$48,485 1.400	\$50,597 1.461	\$52,329 1.511	\$54,061 1.561
7	\$44,329 1.280	\$45,022 1.300	\$46,926 1.355	\$50,216 1.450	\$52,433 1.514	\$54,164 1.564	\$55,896 1.614
8	\$45,714 1.320	\$46,407 1.340	\$48,485 1.400	\$51,948 1.500	\$54,268 1.567	\$56,000 1.617	\$57,732 1.667
9	\$47,100 1.360	\$47,792 1.380	\$50,043 1.445	\$53,680 1.550	\$56,104 1.620	\$57,835 1.670	\$59,567 1.720
10	\$48,485 1.400	\$49,177 1.420	\$51,602 1.490	\$55,411 1.600	\$57,939 1.673	\$59,671 1.723	\$61,403 1.773
11	\$49,870 1.440	\$50,563 1.460	\$53,160 1.535	\$57,143 1.650	\$59,775 1.726	\$61,506 1.776	\$63,238 1.826
12	\$51,255 1.480	\$51,948 1.500	\$54,719 1.580	\$58,874 1.700	\$61,610 1.779	\$63,342 1.829	\$65,074 1.879
13	\$52,641 1.520	\$53,333 1.540	\$56,277 1.625	\$60,606 1.750	\$63,446 1.832	\$65,177 1.882	\$66,909 1.932
14	\$52,641 1.520	\$53,333 1.540	\$57,835 1.670	\$62,338 1.800	\$65,281 1.885	\$67,013 1.935	\$68,745 1.985
15	\$52,641 1.520	\$53,333 1.540	\$57,835 1.670	\$64,069 1.850	\$67,117 1.938	\$68,848 1.988	\$70,580 2.038
17	\$54,026 1.560	\$54,719 1.580	\$59,394 1.715	\$65,801 1.900	\$68,952 1.991	\$70,684 2.041	\$72,416 2.091
19	\$55,411 1.600	\$56,104 1.620	\$60,952 1.760	\$67,532 1.950	\$70,788 2.044	\$72,519 2.094	\$74,251 2.144
21	\$56,796 1.640	\$57,489 1.660	\$62,511 1.805	\$69,264 2.000	\$72,623 2.097	\$74,355 2.147	\$76,087 2.197
24	\$58,182 1.680	\$58,874 1.700	\$64,069 1.850	\$70,996 2.050	\$74,459 2.150	\$76,190 2.200	\$77,922 2.250
27	\$59,567 1.720	\$60,260 1.740	\$65,628 1.895	\$72,727 2.100	\$76,294 2.203	\$78,026 2.253	\$79,757 2.303

**EASTWOOD LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE**

ATHLETICS						
GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>ATHLETIC GROUP I</u>	13.8%	14.8%	15.8%	16.8%	18.3%	19.8%
Head Football Head Basketball (B) Head Basketball (G) Assistant Athletic Director						
<u>ATHLETIC GROUP III</u>	9.4%	10.55%	11.7%	12.7%	14.2%	15.7%
Head Track (B) Head Track (G) Head Wrestling Head Baseball Head Volleyball Head Softball Head Golf (B) Head Golf (G) Head Cross Country Head Soccer (B) Head Soccer (G) HS Cheerleading						

Appendix M (cont.)

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>ATHLETIC GROUP IV</u> Assistant Football Assistant Football Assistant Football Assistant Football Assistant Basketball (B) Assistant Basketball (B) Assistant Basketball (G) Assistant Basketball (G) Weight Room/Gym Supervisor	8.3%	9.4%	10.55%	11.55%	12.55%	13.55%
<u>ATHLETIC GROUP V</u> Assistant Wrestling Assistant Baseball Assistant Baseball Assistant Track (B) Assistant Track (G) Assistant Track (B&G) Assistant Volleyball Assistant Volleyball (JV) 9th Volleyball Assistant Softball Assistant Softball Assistant Cross Country Assistant Soccer (B) Assistant Soccer (B) Assistant Soccer (G) Assistant Soccer (G) 9th Football 9th Football 7/8 Football Coordinator 9th Basketball (B) 9th Basketball (G) Assistant Golf (B&G)	6.0%	7.1%	8.3%	9.3%	10.3%	11.3%

Appendix M (cont.)

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>ATHLETIC GROUP VI</u> 7th Football 8th Football 8th Football 7th Basketball (B) 7th Basketball (G) 8th Basketball (B) 8th Basketball (G) Varsity Assistant Cheerleading	4.9%	6.0%	7.1%	8.1%	9.1%	10.1%
<u>ATHLETIC GROUP VII</u> 7/8 Wrestling 7/8 Track (B) 7/8 Track (B) 7/8 Track (G) 7/8 Track (G) 7/8 Track (B&G) 7/8 Cross Country 7th Volleyball 8th Volleyball M.S. Cheerleading Dance Team Assistant Weight Room/Gym Supervisor	4.3%	5.4%	6.6%	7.6%	8.6%	9.6%
<u>ATHLETIC GROUP VIII</u> M.S. Equipment Manager M.S. Wrestling Asst. Faculty Manager M.S. Cross Country Asst.	3.4%	4.6%	5.7%	6.7%	7.7%	8.7%

Appendix M (cont.)

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>ATHLETIC GROUP IX</u> H.S. Intramurals Assistant 5/6 Basketball (B) – Head Coach Boys 5/6 Basketball (G) – Head Coach Girls MS Cheerleading Assistant Flag Football MS Intramurals HS Intramurals	2.0%	2.4%	2.8%	3.2%	3.6%	4.0%
CO-CURRICULAR						
GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>CO-CURRICULAR GROUP I</u> MS Pep Club People Incorporated M.S. Science Club Peer Mediation Advisors (5) H.S. Auditorium Manager Musical – Technical Musical Vocal Director Musical Choreography Accompanist Prom Decorations Musical Assistant Director	1.8%	2.1%	2.4%	2.7%	3.0%	3.3%

Appendix M (cont.)

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>CO-CURRICULAR GROUP II</u> International Club National Junior Honor Society Safety Patrol Math Counts Art Club Local Professional Development Committee Member* Key Club	2.3%	2.6%	2.9%	3.2%	3.5%	3.8%
<u>CO-CURRICULAR GROUP III</u> Ensembles 11th Class Advisor 12th Class Advisor Musical – Band Pep Band National Honor Society Elementary Student Council Elementary Teacher in Charge M.S. Quiz Bowl 6th Grade Quiz Bowl Vocal Acapella Group Director Building Tech Liaison (MS, HS) Building Tech Liaison (Pemberville, Luckey, and Webster) 5 th and 6 th Grade Student Council	2.8%	3.15%	3.5%	3.85%	4.2%	4.55%
GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>CO-CURRICULAR GROUP IV</u> HS Quiz Bowl Flag Corp Advisor Majorette Advisor Department Chairman/Team Leader	3.7%	4.3%	4.9%	5.5%	6.1%	6.7%

*LPDC Member pay is on a per-meeting basis based on the current percentage times base salary, divided by four (4). Staff members are paid only for the meetings they attend up to a maximum of four (4) meetings per school year.

Appendix M (cont.)

GROUP NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 5	YEAR 7	YEAR 10
<u>CO-CURRICULAR GROUP V</u> 7 th and 8 th Grade Student Council HS Student Council Newspaper Yearbook	4.85%	5.7%	6.6%	7.4%	8.2%	9.0%
<u>CO-CURRICULAR GROUP VI</u> Musical Director E-Rate Coordinator	5.7%	6.8%	8.0%	9.0%	10.0%	11.0%
<u>CO-CURRICULAR GROUP VII</u> Mentor Lead Mentor PSO Instructors HS eLearning Consultant HS eLearning Consultant MS eLearning Consultant MS eLearning Consultant	\$2,000/year 1 \$1,500/year 2 \$1,000/year 3 \$700/year 4 \$250/year if no mentors \$750/year if there are any mentors \$1,000/year \$2,500/year \$2,500/year \$2,500/year \$2,500/year					

Eastwood Local School District
Summary of Insurance Specifications

Option 1

Dependent Age	Per law
Lifetime Maximum	Unlimited
Deductible Network/Non-Network	\$400 / \$800 \$800 / \$1,600
Co-Insurance Network/Non-Network	80% / 60%
Out of Pocket Max. Network/Non-Network Including Deductible	\$1,000 / \$2,000 \$3,000 / \$6,000
Office Visit – Primary Care Network/Non-Network	\$20 / 60% Ded / Coins.
Office Visit – Specialist Network/Non-Network	\$35 / 60% Ded / Coins.
Retail Rx	\$5 / \$15 / \$30
Mail Order	\$10 / \$30 / \$ 60

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Eastwood Local School Board ("Board") and the Eastwood Education Association ("Association"); and

WHEREAS, the Board and the Association mutually agree to modify the terms of the Collective Bargaining Agreement that exists between the Board and the Association; and

WHEREAS, the Board and the Association agree that the modification herein shall not set any precedents, and shall not negate or modify any provisions not specifically noted in this Memorandum of Understanding; However, either party may request future discussion and negotiations related to Professional Trainer Leave;

NOW THEREFORE, The parties agree to the language as follows:

Article XV: Leaves of Absence

J. Professional Trainer Leave

Certified staff trainer may be granted up to six (6) days of Professional Training Leave within the school year to conduct trainings within or outside the school district.

Certified staff trainer will receive his/her regular pay as well as retain any paid stipend.

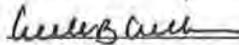
Certified staff trainer must perform equal number of professional development hours, including prep time, for Eastwood School District or return a percentage of his/her per dlem for hours not provided to the district. *There will be a 2:1 ratio for presentation time to prep time.*

If the district's professional development hours exceed the certified staff trainer's professional training leave hours, the certified staff trainer may bank the exceeded hours for the following school year.

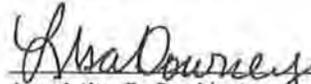
IN WITNESS WHEREOF, the parties enter into this Memorandum of Understanding this 27th day of February, 2012.

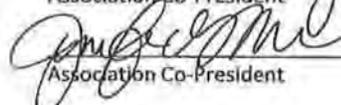
FOR THE BOARD


Board President


Superintendent

FOR THE ASSOCIATION


Association Co-President


Association Co-President

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Eastwood Local School Board ("Board") and the Eastwood Education Association ("Association"); and

WHEREAS, the Board and the Association mutually agree to modify the terms of the Collective Bargaining Agreement that exists between the Board and the Association; and

WHEREAS, the Board and the Association agree that the modification herein shall not set any precedents, and shall not negate or modify any provisions not specifically noted in this Memorandum of Understanding; However, either party may request future discussion and negotiations related to Teacher School Year and Preparation Day; and

WHEREAS, the parties have a collective bargaining agreement which specifically addresses Teacher School Year and Preparation Day; and

WHEREAS, Article XII, TEACHING CONDITIONS, Section B.1 and Section B.2, page 18 states:

B. Teacher School Year

1.	<u>Purpose</u>	<u>Days</u>
	Instruction	180
	Orientation/In-Service (first or second day)	1
	Preparation (first or second day)	1
	Work Day/In-Service (split)	2
	Records (end of year)	<u>1</u>
	TOTAL DAYS	185

2. Preparation Day

The teacher preparation day may not have administratively scheduled staff meetings without the prior consent of two-thirds (2/3) of the building licensed/certificated staff. If a meeting is held with such consent, the meeting may not exceed one hour in length.

NOW THEREFORE, The parties agree to the language as follows:

ARTICLE XII – TEACHING CONDITIONS

B. Teacher School Year

1.	<u>Purpose</u>	<u>Days</u>
	Instruction	180
	Orientation/In-Service (First Day)	1
	Preparation (floating workday)	1
	Work Day/In-Service (split)	2
	Records (end of year)	<u>1</u>
	TOTAL DAYS	185

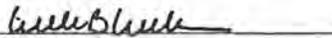
2. Preparation Day

- a. For the 2012-13 School Year, teachers will be allotted one (1) "floating workday" for preparation between August 6th and August 17th.

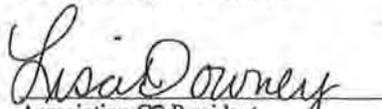
IN WITNESS WHEREOF, the parties enter into this Memorandum of Understanding this 27th day of February, 2012.

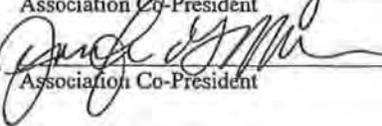
FOR THE BOARD


Board President


Superintendent

FOR THE ASSOCIATION


Association Co-President


Association Co-President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Eastwood Local School District Board of Education (“the Board”) and the Eastwood Education Association (“the Association”), replacing the current evaluation system for certified staff identified in Article IX and Appendices C-G.

ARTICLE IX – TEACHER EVALUATION PROCEDURE

This standards-based teacher evaluation procedure has been developed in consultation with teachers employed by the Board of Education in conformance with the framework for the evaluation of teachers adopted by the State Board of Education under O.R.C. §3319.112, and is aligned with the *Standards for the Teaching Profession* set forth in state law.

- A. The purpose of periodic formal evaluation is the improvement of licensed/certificated classroom instruction and to aid in the professional development of the licensed/certificated staff member.
- B. The parties agree that, in the event that there is a change in the current law governing the evaluation of teachers, adjustments will be made in order to bring this procedure in compliance with the new law, and all changes need to be run through the evaluation committee.

Criteria For Performance Assessment

- A. A teacher’s performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument. All forms will be included in Appendix C.
- B. A teacher shall be evaluated on his or her work performance based on the observations of the teacher by the teacher’s assigned evaluator including information from both the pre-observation and post conference.
- C. Information or results for each evaluation shall be based on current cycle. Results and conclusions of performance assessments should be documented and supported by evidence.

Evaluators

- A. An evaluator must be a credentialed contracted employee of the District or who is contracted by the Board, works in the district, is employed at least 50% of the time, and is a certificated administrator.

- B. It will be a mutual goal that the teacher's building administrator(s) be the primary evaluator.
- C. An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure per mutual consent of the evaluator.
 - i. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. This does not preclude walkthroughs being performed by other credentialed evaluators.

Evaluation and Student Growth Measure Committees

- A. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of establishing the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure, and process, including the evaluation instrument, for the evaluation of teachers in the District.
- B. The Association and the Board also agree to establish a standing Student Growth Measures Committee for the purpose of evaluating proposed Student Learning Objectives, Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets.

Training/Notification

In the initial year of implementation or employment, each teacher shall be given written instructions and professional development on the purpose, mechanics, and dimensions of the evaluation procedure.

- A. Written instructions and group evaluation instrument training shall be presented to the teachers not later than 30 days after the first day worked or initial employment with the District.
- B. Training on the teacher evaluation procedure will occur annually if there are any changes and shall include the tools, processes, methodology, and the use of student growth measures as determined by the Evaluation Committee.

Self-Analysis, Professional Growth Plans, Improvement Plans

- A. Beginning with the 2014-2015 school year, each staff member will be required to complete a Self-Analysis and Growth Plan and submit it to his/her Building Principal by the first student day of the school year.

- B. For the first two years of the implementation of this evaluation procedure, all teachers will fill out a professional growth plan based on their self-assessment. Growth plan will be submitted to the building principal.
- C. Within three (3) weeks of the first student day, the administrator and the teacher will meet to review and sign off.
- D. The results of the Self-Analysis and Performance Results based on student growth will be used to determine staff goals.
 - ii. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle.
 - iii. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle by mutual consent.
 - iv. Teachers with below expected growth for two years or who are ineffective overall in teacher performance at the end of the 2014-2015 school year will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.
- E. Professional growth and improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.
- F. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers.

Classroom Observations

- A. A minimum of two (2) formal observations or the minimum number required by ORC shall be conducted to support each performance assessment. A formal observation shall last a minimum of (30) thirty minutes. There shall be at least six calendar weeks between formal observations unless a third observation is required under the provisions of this contract. The first observation will be no earlier than 4 weeks from the start of the school year or October 1st (whichever comes first).
- B. For those teachers who are on limited or extended limited contracts and who are under consideration for nonrenewal, one (1) evaluation consisting of three (3) formal observations will be conducted. Staff members may request a different credentialed evaluator for the third observation.

- C. Teachers who achieve the rating of Accomplished on their most recent evaluation will be evaluated once every two (2) years. In this case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

Observation Conferences

- A. A Pre-Conference Meeting will be conducted prior to each classroom observation in order for the teacher to explain plans and objectives for the upcoming observation.
- B. A Post-Observation Conference will be held within ten (10) working days after each classroom observation at which the Teacher Performance Rubric is completed and feedback provided. In addition, the Post-Observation conference may be used to review the teacher's professional growth or improvement plan.
- C. The teacher may provide additional information to the evaluation within 10 working days of each post conference. Any additional information will be attached to the rubric and included in the teacher's personnel file.

Walkthrough Observations

- A. A walkthrough is a formative written assessment piece that focuses on one or more of the following components *on the "Informal Observation: General Form."*
- B. A minimum of four (4) Walkthrough Observations will be conducted each year with at least two weeks between walkthroughs.
- C. Walkthrough observations will consist of a minimum of five (5) minutes, but not more than ten (10) consecutive minutes in duration.
- D. Walkthrough Observations will be documented by using the OTES General Form. Teachers shall have access to comments concerning the walkthrough within five days after the walkthrough.
- E. Any credentialed evaluator as defined in this agreement may do a Walkthrough Observation.
- F. A formal debriefing can be requested by the teacher or administrator within five days after the walkthrough to discuss the walkthrough
- G. Response to Walkthrough: The teacher shall have the right to make a written response to the walkthrough within 10 working days and to have it attached to the evaluation report to be placed in the teacher's personnel file.

Finalization of Evaluation

- A. No teacher shall be evaluated more than once annually.
- B. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.
 - i. Each evaluation will result in an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. The overall effectiveness rating is based on Teacher Performance and Student Growth Measures. Fifty percent (50%) of the evaluation will be attributable to Teacher Performance and fifty percent (50%) will be attributable to multiple measures of Student Growth.
 - ii. Final Observation Rubrics will be completed by May first, and the Written Summative Evaluation will be completed by May tenth. The teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than May 10th.
 - iii. Response to Evaluation: The teacher shall have the right to make a written response to the evaluation within 10 working days and to have it attached to the evaluation report to be placed in the teacher's personnel file.
 - iv. Teachers will submit all data collected on SLOs according to policies and procedures developed by the Student Growth Measures Committee

Support for Deficiencies Identified During Observations

- A. In the event that a staff member is not on an improvement plan but has one or more ineffective component ratings, he/she will be placed on an interim support plan.
- B. The support plan, as outlined in this section, shall detail:
 - i. Performance issues documented as ineffective;
 - ii. Specific performance expectations;
 - iii. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

Support for Teachers on Improvement Plan

- A. In the event that a teacher is placed on an improvement plan, he/she will have the option of working with a teacher coach.
- B. The district will maintain in conjunction with the Association a list of volunteer teacher coaches.
- C. Teacher coaches will be eligible to be placed on the list if they have earned a rating of Accomplished or Skilled for a minimum of two consecutive years.
- D. Teacher coaches will be compensated at the tutor rate up to 10 hours per mentee per school year. Teacher coaches cannot take on more than two mentees in a school year.

Due Process

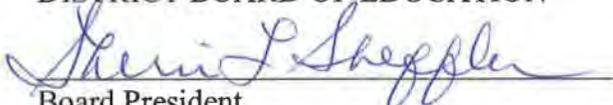
- A. Teachers who disagree with the level of student growth, the rating of performance and/or summative, or overall, evaluation rating shall be allowed to request a different evaluator for the following school year and such request shall be honored by the District.
- B. A teacher shall be entitled to union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

Other Provisions

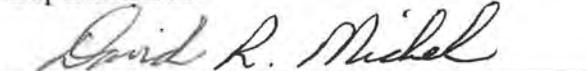
- A. The evaluation procedure contained in this agreement shall not be the sole determining factor used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher up through the 2014-2015 school year.
- B. If a teacher has been involuntarily transferred, adverse personnel decisions using student growth data will require two consecutive years in the same teaching assignment.
- C. Teachers who do not spend at least fifty percent (50%) of their time providing content-related student instruction will be evaluated using a mutually-agreed upon tool.
- D. Teachers who are on an approved leave of absence for at least six weeks will have one classroom observation for the evaluation cycle. Their percentage assigned for student growth will be determined according to policies and procedures developed by the Student Growth Measure Committee.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 19th day of August, 2013.

EASTWOOD LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION


Board President


Superintendent


Treasurer

EASTWOOD EDUCATION
ASSOCIATION





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Eastwood Local School District Board of Education (“the Board”) and the Eastwood Education Association (“the Association”), and hereby establishing a Student Growth Measure (SGM) Committee for the sole purpose of assessing, reviewing, and approving the many facets of SGM and providing professional development in the area of (SGM) for the certified employees in Eastwood Local Schools.

A. Composition

1. The committee shall consist of five Association members appointed by the Association, Administrators appointed by the Superintendent, and the Superintendent or his/her designee for a total of five. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. The committee shall be chaired jointly by a committee member from the Association and a committee member from Administration. The members of the committee shall be representative of the elementary school, the middle school, and the secondary school, and specialty areas within the District.
3. Association committee members will hold his/her position on the committee for a period of no less than two (2) years unless he/she leaves the district, retires, requests that the Association removes him/her from the committee after the minimum commitment, is no longer able to serve on the committee due to unforeseen circumstances or by action of the Association.
4. At the time that an Association committee member is no longer able to serve on the committee, the Association will appoint a new member to the committee at which time his/her minimum commitment period for serving on the committee will begin.

B. Operational Procedures

1. Members of the committee will receive trainings in the writing of Student Learning Objectives (SLOs) including, but not limited to; ODE SGM trainings and other training that may become necessary for the committee.
2. The committee will establish by mutual agreement a meeting calendar.
3. Committee agendas will be developed jointly by the co-chairpersons of the committee.
4. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
5. All decisions of the committee will be achieved by consensus.

6. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board.

C. Compensation

1. Supplemental contracts will be provided to members of the SGM Committee and will be listed in the Collective Bargaining Agreement. Initial compensation will be set at \$2,500 per person and subject to the collective bargaining process thereafter.

D. Secretarial Support

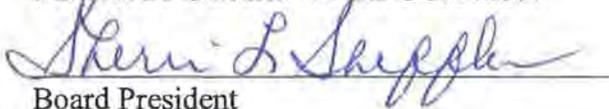
1. The district will provide secretarial support and assistance to the committee. Responsibilities may include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

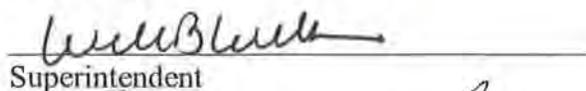
E. Committee Authority

1. The SGM committee is responsible to jointly recommend the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board.
2. The SGM committee shall not have the authority to negotiate wages, hours or terms and conditions of employment, but may make recommendations to the Association and Board for consideration.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 19th day of August, 2013.

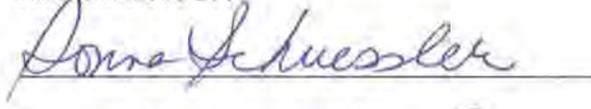
EASTWOOD LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

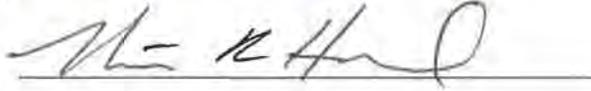

Board President


Superintendent


Treasurer

EASTWOOD EDUCATION
ASSOCIATION





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Eastwood Local School District Board of Education (“the Board”) and the Eastwood Education Association (“the Association”), hereby establishing a joint Evaluation Committee for the sole purpose of reviewing the effectiveness of the policies, procedures, and processes, including the evaluation instruments, for the evaluation of the teachers in the District.

A. Composition

1. The committee shall consist of four Association members appointed by the Association, three Administrators appointed by the Superintendent, and the Superintendent or his/her designee for a total of four. Additional Ad Hoc members may be invited to provide information to the committee as needed.
2. The committee shall be chaired jointly by a committee member from the Association and a committee member from Administration. The members of the committee shall be to the best extent possible be representative of the elementary school, the middle school, and the secondary school, and specialty areas within the District.

B. Operational Procedures

1. The committee will meet at least twice per year and will establish by mutual agreement a meeting calendar. Additional meetings may be held as needed.
2. Committee agendas will be developed jointly by the co-chairpersons of the committee.
3. The committee shall establish ground rules at the initial meeting and update them thereafter as needed.
4. All recommendations of the committee will be achieved by consensus.

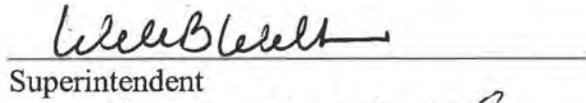
C. Committee Responsibilities

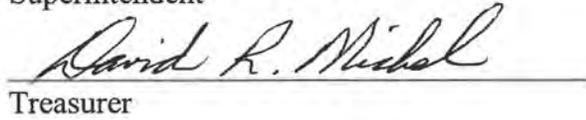
1. The Evaluation Committee will review all parts of the evaluation process and make recommendations for changes as needed.
2. The Evaluation Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment, but it will make recommendations to the Association and Board for consideration regarding the processes and procedures involved with teacher evaluation.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 19~~th~~ day of August, 2013.

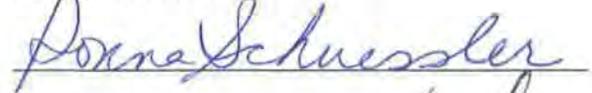
EASTWOOD LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

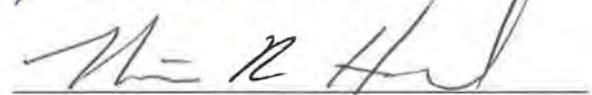

Board President


Superintendent


Treasurer

EASTWOOD EDUCATION
ASSOCIATION





Certificate

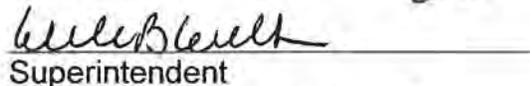
The undersigned, Treasurer of the Board of Education of the Eastwood Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2014 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Eastwood Local School District, Ohio, and the Superintendent of Schools of the Eastwood Local School District, Ohio hereby certify that the District has in effect for the term of the contract 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 for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5704.412 and 5705.44 of the Revised Code.



President, Board of Education



Superintendent



Treasurer
