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STATE OF MICHIGAN  
DEPARTMENT OF  
EDUCATION  
2013 NOV 20 P 4: 36

***AGREEMENT BETWEEN THE  
EASTERN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
EASTERN LOCAL CLASSROOM TEACHERS'  
ASSOCIATION***

**July 1, 2013 through June 30, 2016**

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This Contract entered into at Beaver, Ohio, this 10th day of June, 2013, is between the Eastern Local School District Board of Education ("Board") and the Eastern Local Classroom Teachers' Association ("Association").

## **ARTICLE I**

### **RECOGNITION AND NEGOTIATION PROCEDURE**

#### **A. Recognition**

For the duration of this Agreement, the Board of Education of the Eastern Local School District recognizes the Eastern Local Classroom Teachers' Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive collective bargaining representative of members of the bargaining unit which shall consist of regular certificated personnel and tutors who work 1000 hours or more per school year, exclusive of the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Athletic Director, substitutes, and any other part-time, seasonal, student, confidential, supervisory, or management level employees defined in Section 4117.01 of the Ohio Revised Code.

#### **B. Principles**

1. **Attaining Objectives**—Attainment of objectives of the educational program of the Eastern Local School District requires mutual understanding and cooperation among the Board, the Superintendent, and the certificated staff. Therefore, free and open exchange of views is desirable and necessary in the negotiation process.
2. **Certificated Personnel**—It is recognized that members of the certificated staff require specialized qualifications, and that the success of the educational program in the Eastern Local Schools depends upon the maximum utilization of the abilities of certified personnel who are reasonably well satisfied with the conditions under which their services are rendered.
3. **Right to Join or Not to Join**—It is further realized that certified personnel have the right to join, participate in, assist the Association, and the right to refrain from such; but membership shall not be prerequisite for employment or continuation of employment of any employees.
4. **Rights of Minorities and Individuals**—The legal rights inherent in the Revised Code of the State of Ohio and in the ruling and regulations of the

Department of Education affecting certified personnel are in no way abridged by this agreement.

5. "Good Faith" Negotiations—"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. "Good Faith" requires both parties to recognize negotiations as a shared process.

C. Areas for Discussion and Agreement

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to terms and conditions of employment for members of the bargaining unit. The Board reserves, except as specifically modified by this Agreement and as provided for under Section 4117.08 of the Ohio Revised Code, all rights set forth in Section 4117.08(C) of the Ohio Revised Code. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

D. Procedures for Conducting Negotiations

1. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.
2. Interest Based Bargaining—In the event that both parties agree, negotiations shall follow the procedures of the Interest-based process as an option. At any time if one party decides this procedure is not agreeable for all or part of the issues, traditional negotiations shall commence.
3. Submission of Issues—Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. Such request shall not be made before February 1<sup>st</sup> in the year this contract expires. All complete written proposals for discussion shall be submitted in writing by both parties. No additional proposals shall be submitted by either party following the first meeting unless mutually agreed by the parties. All necessary subsequent meetings shall be called at times mutually agreed by the parties.

4. **Negotiation Procedures**—Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph 1 above, such additional meetings shall be held as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached.
5. **Caucus**—Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.
6. **Exchange of Information**—Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
7. **Progress Report**—The parties shall be permitted to distribute news releases either during or at the conclusion of negotiations, provided a copy of the release is given to the other party prior to distribution.
8. **Reaching Agreement**—As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. Either party at its discretion may group two or more issues and treat them as a single issue. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the agreement shall become a contract between the parties for the term stated therein. The Association agrees to abide by the terms of the agreement and to take necessary action to advise its members of the terms of the agreement.
9. **Resolving Differences**—In the event an agreement is not reached through negotiations after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of Federal Mediation, Fact Finding, and Federal Mediation in said order. Both parties agree to share the amount of equal costs for the procedure.

## ARTICLE II

### ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal instructional programs in keeping with provisions of building policy and the Ohio Revised Code. Meetings involving other Associations or ten (10) or more invited guests must have prior permission from the Board. There shall be no charge to the Association for the rights outlined herein.
- B. The Association shall have the right to use school facilities and equipment.
- C. The Board shall assign a teacher bulletin board in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin boards.
- D. The Association may use the internal mail system of the school and place Association communications in the mailboxes provided each teacher in the system. The Association will be provided access to the District's electronic communication system, to the extent one exists, and may use the system to communicate with the bargaining unit so long as such use does not interfere with the operation of the District.
- E. An Association representative shall be given time during all building meetings of the instructional staff to make routine Association announcements.
- F. As the following documents become available, in the year negotiations are conducted, the Treasurer of the School District will send to the Association President:
  - 1. The most recent Official Amended Certificate of Estimated Resources;
  - 2. Annual Appropriations Resolution;
  - 3. Each month's Treasurer's Financial Report;
  - 4. The Tax Budget which must be adopted by the district by January 15<sup>th</sup>;
  - 5. All SM-1 and SM-2 Forms; and
  - 6. A training and experience grid for bargaining unit employees, showing where on the salary schedules bargaining unit members are located.

- G. The Association shall be given each month's official Board of Education Minutes, following approval of such minutes, and copies of all Minutes of all Special Board of Education meetings.
- H. The Board and Association agree to form a Labor-Management Committee (LMC) to meet and discuss matters of mutual concern. The President of the Association and the Superintendent shall mutually agree on the time and place of each meeting. The meetings will be held every other month beginning in September. Agenda items shall be submitted one week prior to the meeting at which time the agenda shall be distributed to both parties. This does not limit the parties agreeing to meet to discuss items that may arise after the agenda deadline. No more than four persons shall represent each party, which should include the President of the Association, the Superintendent or his/her designee, and a member of the Board of Education.

### **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### A. Definitions

1. A "grievance" is a claim that there has been an alleged violation, misinterpretation, or misapplication of this agreement.
2. A "grievant" is the bargaining unit member making the claim. Where the grievance concerns the same or similar occurrence involving more than one grievant, each shall sign the grievance and it may be processed by the Association as a group grievance.
3. "Days" shall mean school days.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise. Both parties agree that these proceedings will be kept confidential.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association.
3. The grievance procedure shall be the exclusive method of challenging any and all disciplinary matters including terminations and non-renewals.

Grievances related to termination and non-renewal shall be initiated at level four of the grievance procedure. The grievance must be filed within five (5) days of Board action.

C. Time Limits

1. The number of days indicated at each step in the procedure shall be the maximum.
2. If the grievant does not present a grievance within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

D. Procedure

Informal Procedure

A grievance shall first be presented informally to the principal or immediate supervisor within the time limits set forth in (C)(2).

Level One

If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Level One Grievance Report Form within twenty-five (25) days of the act or occurrence on which the grievance is based.

The principal or immediate supervisor will meet with the grievant within five (5) days of being requested to meet.

The principal or immediate supervisor will render his/her decision to the grievant in writing within five (5) days after meeting with the grievant.

Level Two

In the event the grievance is not satisfactorily resolved at Level One, the grievant shall obtain and complete a Level Two Grievance Report Form and

forward it to the superintendent within five (5) days of receipt of the decision of the principal.

The superintendent will meet with the grievant within five (5) days of being requested to meet.

The superintendent will render a decision to the grievant in writing within five (5) days after meeting with the grievant.

### Level Three

In the event a grievance is not satisfactorily resolved at Level Two, the grievant may file with the superintendent for transmission to the Board of Education, a Level Three Grievance Report Form setting forth the nature of the grievance and the basis for appeal from the decision of the superintendent.

Application to the board must be made within five (5) days of the date that the superintendent rendered his/her decision.

The Board shall grant the grievant a hearing. The Board shall render its decision within fifteen (15) days after the conclusion of the hearing.

### Level Four

In the event a grievance is not satisfactorily resolved at Level Three, the Association may, within five (5) days of receipt of the written response, make written notice to the Board that the grievance be submitted to arbitration. The arbitrator shall be selected by the Association and the Superintendent or the Board's designated representative within ten (10) days after receiving the request for arbitration. If the Association and the Superintendent or Board's designated representative cannot agree on an arbitrator, the arbitrator shall be selected from a list of nine (9) persons in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. The arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulation of the AAA. The arbitrator's decision shall be in writing and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of this agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration.

The arbitrator's ruling shall not be contrary to law. Except with respect to the specific terms of this agreement, he/she shall in no way interfere with

management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law.

The cost of arbitration shall be shared equally by the parties.

E. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by either party or by any member of the administration against any grievant, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any grievant may be represented at all formal stages of the grievance procedure by a person of his/her own choosing, except that if the representative is an organizational representative, it shall only be from the ELCTA or its affiliates. An employee may present grievances and have them adjusted without intervention of the Association as long as the adjustment is consistent with the Agreement and the Association is invited in writing to attend grievance meetings where an adjustment may occur.
  - a. If, in the judgement of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such a grievance in writing directly and the processing of such grievance will be commenced at Step Two.
  - b. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this Article. Records of the grievance proceedings shall be confidential information. Official records should be kept in a confidential separate file by the Treasurer of the Board. Access shall be made only by mutual consent of the Superintendent and the President of the Association, or a court order.
  - c. The grievance procedure shall be the exclusive method for resolving disputes concerning any alleged violation, misinterpretation, or misapplication of the agreement. However, nothing herein shall abridge a teacher's right to pursue a legal or other remedy concerning a complaint other than a grievance.
  - d. In the course of investigation of any grievance, the investigating committee will report to the principal of the building being visited immediately upon arrival.

- e. Every effort will be made to avoid interruptions of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- f. The ELCTA President shall be given copies of all grievance dispositions, to be delivered at the same time and in the same manner as they are delivered to the grievant(s).

## **ARTICLE IV**

### **LEAVES OF ABSENCE**

#### **A. Professional Leave**

- 1. A teacher shall be granted professional leave with pay for attendance at meetings or conferences of an instructional nature or visitation that, in the opinion of the teacher and administration, can be beneficial in improving said teacher's instructional abilities.

A teacher granted such leave shall be provided a substitute according to the Board-approved policy.

A teacher requesting such leave shall notify the administration in writing, barring unforeseen circumstances, at least ten (10) days in advance of such leave which shall include the date(s) leave is requested, and the place and function for which leave shall be used. The Superintendent shall provide the teacher with written notice of his/her approval or disapproval of the request within three (3) work days of his/her receipt of a request submitted ten (10) or more days before the date of the requested absence.

A teacher granted such leave shall have all necessary and actual expenses of such leave paid for by the Board to a maximum of ninety dollars (\$90.00). Requests for reimbursements shall be accompanied by receipts. Mileage reimbursement shall be at the current IRS rate for the mileage spent in travel to and from such leave locations. The mileage reimbursement shall be in addition to the \$90.00. "Necessary and actual expenses" shall not include the costs of employing substitute teachers.

- 2. Up to three (3) Association members who are elected or appointed to governing bodies or committees of the Southeastern Ohio Education Association, Ohio Education Association, or National Education Association, shall be granted up to two (2) days leave with pay to attend

meetings of such bodies. The notification procedure listed in Section 1 shall be followed in requesting leave under this Section.

B. Sick Leave

1. Sick leave shall accumulate at the rate of one and one-quarter days per month under contract, and to a maximum of fifteen (15) days per year. The maximum accumulation shall be two hundred forty (240) days.
2. On September 15 of each school year, teachers who have accumulated sick leave of less than five (5) days shall be advanced that number of days necessary to bring the accumulation to five (5) days.
3. Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave, upon certification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.
4. A teacher has the right to use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or children, and absence due to death or illness in the immediate family. For the purpose of this section, "immediate family" shall include spouses, children, siblings, parents, grandchildren, grandparents, as well as children-in-law, siblings in-law, parents in-law, grandparents-in-law, and step children (in-law), step-siblings (in-law), step parents (in-law), and step grandparents (in-law). A teacher must first exhaust bereavement leave and then use sick leave or personal leave for the death of an immediate family member.
5. Teachers for whom sufficient sick leave is not available to cover a disability due to pregnancy or who elect not to use sick leave shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave. For the purpose of this section, disability means the teacher is physically unable to perform her assigned duties.
6. Employees (or their immediate family as described in Sick Leave B #4) who experience a serious injury or illness for which they do not have adequate sick leave shall be eligible to receive donated sick leave from bargaining unit employees. The following criteria shall apply to this sick leave donation program:
  - a. The employee must have used all available sick leave.

- b. The employee must have been absent from work for at least twenty (20) consecutive workdays as a result of the serious injury or illness.
  - c. An employee who meets the criteria set for the (6)(a)(b) above shall notify the Association President and the Superintendent of his/her desire to request sick leave day donation. Upon such notice, and if the request is approved by the Superintendent or his/her designee, a notice shall then be issued and distributed to the employees by the Association President.
  - d. In response to the notice, any employee of the bargaining unit may voluntarily transfer to the eligible employee one or more days of accrued but unused sick leave by delivering to the Association written and signed instructions stating the name of the employee to whom the transfer is to occur and the number of days to be transferred. The Association shall deliver all requests for sick leave transfer to the Treasurer of the school district.
  - e. The Treasurer shall receive the request for voluntary transfer ten (10) working days before the actual transfer. The Treasurer shall adjust the accumulated sick leave of both employees in accordance with the request. The employee may use the donated sick leave to receive pay for the period from the date that the employee's sick leave was exhausted through the date that the treasurer transfers the sick leave.
  - f. Sick leave transferred under this provision may be used for the same purposes as earned sick leave, except that no transferred sick leave may be used for the purpose of receiving or increasing severance pay.
7. Each employee covered under this Agreement shall receive one hundred dollars (\$100) for each academic quarter of perfect attendance during the school year. For the purpose of this section, "perfect attendance" shall mean no sick leave or unpaid leaves of absence.

C. Personal Leave

- 1. Each teacher shall be entitled to three (3) days of absences, with pay, each school year due to emergency personal reasons, which days shall not be deducted from sick leave. Additional days, with or without pay, may be granted upon approval by the Local Superintendent. A teacher will give his principal seventy-two (72) hours' advance notice of his/her

intention to take such leave, except in the case of emergencies as demonstrated to the Superintendent, in which case the notice shall be given to the principal and Superintendent as soon as possible.

2. The following emergency situations and obligations constitute allowable reasons for use of such leave:
  - a. Emergencies
    - (1) Accidents in the immediate family or affecting family property;
    - (2) Court appearances as litigant or witness for non-work related cases;
    - (3) Travel conditions which make it impossible to report to work;
    - (4) Personal business (obligations or emergency on which the member has no control and requires immediate attention).
  - b. Obligations
    - (1) Observances of religious holidays;
    - (2) Attendance at graduation exercises beyond high school involving a member or a member of his/her immediate family;
    - (3) Physical examination for induction for military service;
    - (4) Accompanying a member of the immediate family to a terminal upon departing for service outside the continental United States, or meeting a member of the immediate family returning from service;
    - (5) Attending a wedding involving the member or a member of his/her immediate family;
    - (6) Attendance at ceremonies where the member or a member of his/her immediate family is receiving an award of major significance;
    - (7) Appearance with civic, musical, or drama groups on a non-paid basis;
    - (8) Funeral of relative or close friend (other than immediate family).
    - (9) Absence due to the death of an immediate family member provided that the teacher has first exhausted the three (3) days of annually granted leave for this purpose.
  - c. Absences caused by unusual and/or abnormal circumstances that in the judgement of the Local Superintendent justify the use of personal leave.

3. When a staff member is absent for personal reasons, a report of such absence, signed by the teacher and his principal shall be filed with the Treasurer within ten (10) days following the last day of absence.
4. No more than ten percent (10%) of the bargaining unit may take a day of personal leave under this section in any school day. This restriction does not apply to personal leave taken in accordance with Section (C), subsections (1) through (3) above.

Teachers shall earn an additional sick day for each personal day that is not used during the school year. Teachers who have reached their maximum sick leave accumulation shall receive an extra day of compensation for each personal day that remains unused at the end of the school year.

#### D. Family and Medical Leave

1. All teachers may use unpaid family/medical leave for the purposes and on the conditions set forth in the federal Family Leave Act of 1993.
2. A teacher desiring to use family/medical leave shall notify the superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the superintendent that he or she will use family leave or medical leave must specify that "Family Leave" or "Medical Leave" will be the type of leave taken.
3. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental and health insurance. The teacher must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.
4. Instead of taking family leave/medical leave, a teacher may opt to take other forms of leave under this contract if eligible for the particular type of leave. However, a teacher is not eligible to take unpaid leave if, during the preceding twelve (12) months, the teacher has taken family leave or medical leave, unless the Board approves of such unpaid leave in its sole discretion.

5. Upon return to service, the teacher shall resume the same contract status which he/she had prior to the leave. Return to part-time or limited service shall be permitted only upon the approval of the superintendent.

E. Assault Leave

1. Any case of assault on a teacher shall be promptly reported to the Board or its designated representative.
2. Time lost by a teacher in connection with incident mentioned in this Article shall be not be charged against the teacher.
3. The Board may, at its discretion, require the employee to see a doctor of Board's choosing and expense, to establish the severity of the injury and the probable time that the employee may be off work.

F. Jury and Witness Duty Leave

1. Teachers selected as a juror or ordered to appear for jury selection, and who appear in court pursuant to such selection order, shall be paid the regular daily rate of pay, provided the provisions set forth in (F)(4) of this section are met. Such leave shall not be counted as sick leave, personal leave, or professional leave.
2. Teachers subpoenaed as witnesses in court may be paid the regular daily rate of pay if the Superintendent determines that such pay is warranted, provided the provisions set forth in (F)(4) of this section are met.
3. Leave shall be extended for only such time as is necessary for the jury or witness duty.
4. Teachers receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to his or her principal within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within two (2) weeks following receipt of same.

G. Bereavement Leave

1. Each teacher is entitled to a maximum of four (4) days of bereavement leave per school year. Three (3) days of bereavement leave may be taken as a result of the death of an immediate family member (defined under Sick Leave B #4). One day of bereavement leave may be taken as

a result of the death of a family member not considered to be immediate family as defined in this Article.

2. Should circumstances occur such that a teacher needs to be absent due to the death of an immediate or non-immediate family member, bereavement leave must be used prior to a teacher using any other kind of leave. If the teacher has no unused applicable bereavement leave, the teacher may then use sick leave if the death causing the need for leave is that of an immediate family member. If the teacher has no applicable unused bereavement leave, the teacher may then use any unused personal leave.

## **ARTICLE V**

### **EMPLOYMENT**

#### **A. Specific Assignment**

Section 3319.01 of the Ohio Revised Code makes the responsibility for assignment of teachers that of the Local Superintendent.

A teacher will be notified in writing of any change of assignment on or before the 15<sup>th</sup> of July, unless unforeseen circumstances make later written notification necessary.

If a teacher's assignment is changed after the 15<sup>th</sup> of July, the teacher or teachers affected shall meet with the Local Superintendent to discuss reasons and advisability for making such a change.

#### **B. Promotions**

1. Promotional positions are defined as follows: positions on the administrator supervisory level, including but not limited to, positions as department head, assistant principal or principal.
2. All vacancies in pre-existing and newly-created promotional positions will be publicized by the Local Superintendent in accordance with the following procedure:
  - a. When school is in session and a vacancy occurs, the Local Superintendent shall post a notice in each school. A copy of said notice will be given to the Association president at the time of posting. Properly certificated teachers who desire to apply for such

vacancies will submit their applications in writing to the Local Superintendent within the time limit specified in the notice, if any.

- b. Properly certificated teachers who desire to apply for a promotional position in the event that a vacancy occurs during the summer vacation period, will submit their names to the Local Superintendent, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Local Superintendent will notify said teachers of any such vacancy by written communication sent to that address. In addition, the Local Superintendent will post a list of such vacancies in promotional positions at the office in each school, with a copy of said notice being transmitted to the Association President.
3. In both situations covered by (B)(2) above, the qualifications for the position, its duties, and the rate of compensation will be provided to the applicant upon request.
  4. In making recommendation to the Local Superintendent for nominations, the Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference will be given to qualified teachers already employed by the Board. Length of service in the Eastern Local School District will also be considered.

#### C. Bargaining Unit Vacancies

##### 1. Definitions:

- a. A transfer shall be defined as a change in assignment (i.e. change in building, grade level, or subject assignment) from one bargaining unit position to another.
  - b. A voluntary transfer shall be defined as an employee initiated reassignment.
  - c. An involuntary transfer shall be Board initiated reassignment of an employee.
  - d. A "new position" shall mean a position which has not existed previously, in any form.
2. This Section (C) applies to openings created by a teacher's resignation, retirement, termination, non-renewal, death, the creation of new positions, and to openings which occur due to a transfer or reassignment.

The Board and Administration shall only be required to post those openings which it has determined to fill. All supplemental positions which open due to any of the reasons listed above shall also be subject to all posting provisions as listed herein, except if the Board fills the position with the same teacher who held the position during the prior year.

3. During the period between the first and last days of school for students (inclusive), the Board will post written notice of regular teaching vacancies and supplemental vacancies in both the elementary and secondary areas of the K-12 school complex for at least ten (10) calendar days prior to the position being filled. The posting will indicate the location of the vacancy, the type of position, and, if it is not readily apparent from the nature of the position, the certification required.
4. During the period between the first day of summer recess for students and July 31 (inclusive), the Board will place notices of vacancies in employee paycheck envelopes, and post vacancy notices on the District website. Vacancies during this time period must be posted for ten (10) days prior to the position being filled.
5. During the period between August 1 and August 10 (inclusive), the Board will place notices of vacancies in employee paychecks should a payday occur during this period. In addition, the Board will post vacancy notices during this time period on the exterior doors nearest the high school, elementary, and superintendent's offices, as well as on the District website. Vacancies during this time period must be posted for five (5) days prior to the position being filled.
6. During the period between August 11 and the last day of summer recess (inclusive), the Board may fill vacancies without posting. However, letters of interest filed by employees with the Superintendent will receive the same consideration as if they were responses to a posted vacancy. Such letters of interest must be refiled annually prior to August 11.
7. Teachers interested in being assigned to a vacancy which has been posted shall apply in writing to the Local Superintendent during the ten- or five-day calendar posting period. Teachers interested in being assigned to a vacancy which occurs between August 11 and the last day of summer recess (inclusive) will be considered to have already applied in writing via a letter of interest on file. The Local Superintendent shall select the person to fill the vacancy, in accordance with Section (8) below.
8. In filling a vacancy, the following criteria shall apply:

- a. Teacher certification.
  - b. Individual qualifications.
  - c. Seniority in the District, where the Local Superintendent determines that the foregoing factors are equal.
9. Voluntary transfers shall be in accordance with the posting and filling of vacancies as stated in this Section (C). An employee making a request for a voluntary transfer and whose request is denied shall be given written reasons for the denial upon written request of the employee.
10. The Board may require an employee to accept an involuntary transfer if no employee requests or meets the criteria for filling a vacancy under this Section (C).
- a. No employee shall be involuntarily transferred in an arbitrary or capricious manner or for disciplinary reason(s).
11. Elementary teachers hired for the purposes of dealing with increased student population will be subject to reassignment to succeeding and preceding grade levels as required. Such reassignments of said teachers shall not be subject to posting. Posting only will occur if said teachers resign, retire, are terminated, non-renewed, die, or otherwise transfer positions. The past practice pertaining to fluctuations of student populations shall remain in effect.

D. Personnel File

Teachers shall be informed of any complaint, which is directed toward them, which will become a matter of record. All entries made to a teacher's personnel file shall be signed and dated by the person making the entry. A copy of all materials placed in the file shall be sent to the member upon placement of the original in the file. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A member of the Association may, at the teacher's request, accompany the said member in such a review. There shall be only one personnel file for each teacher which shall be maintained in the Central Office. This file shall be kept private to the extent provided by law.

If a teacher considers any materials in his file to be critical of his conduct, service, character, or personality, he/she shall have the right to reply to such materials in a written statement to be attached to the file copy.

Materials other than routine evaluations will be removed from the personnel file when a teacher's claim that such materials are inaccurate or unfair is sustained by the grievance procedure. A teacher shall be entitled to a copy of any material in his/her file at no cost to the employee.

E. Public Complaint

Communications between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the lowest possible school level. Conferences regarding such complaints shall be private. Various avenues of contact between teacher, pupil, parent, principal and appropriate other staff personnel should be pursued to resolve the complaint. A teacher who is the subject of any public complaint shall be notified of the nature of the complaint within two (2) school days. If such conferences do not lead to understanding and resolution of problems involved, a complainant may pursue further action by appealing to the Local Superintendent. If the complaint is still unresolved, it may be appealed to the Board, and the teacher shall have the opportunity to be present at the hearing. Any complaint lodged directly to the Superintendent and/or Board members shall be referred to the Building principal for resolution, unless the complaint is of the nature that involves and/or affects more than one (1) building. In each of the steps above, a teacher may request, and be accompanied by an Association representative.

Law and regulations regarding the right of privacy of personnel files will be strictly adhered to.

F. Board Policy Handbook

The Board shall maintain copies of its Policy Handbook in the library and in each Principal's office. A copy shall also be provided to the Association President. The Board shall notify the Association President regarding any revisions and/or additions to current Board policies affecting terms and conditions of employment. When the Board makes changes to its Policy Handbook, it shall update the above-mentioned copies of its Policy Handbook as soon as practicable.

G. Individual Contracts

1. Limited regular contracts shall be issued in the following order:
  - a. Upon initial employment, the first limited contract shall be for one (1) year.
  - b. Upon renewal for the first time of a teacher's regular limited contract, a limited contract of one (1) or two (2) years shall be offered.

- c. Subsequent limited regular contracts shall be for no less than three (3) years and no more than five (5) years.

Teachers shall be considered for a continuing contract when they become eligible, both at the expiration of or during the term of a limited contract, according to provisions of the Ohio Revised Code.

2. All limited contracts shall be issued in written form prior to the beginning of the duties for which the contracts are issued, except in an emergency situation created by sudden resignation, death, or other similar circumstances which may necessitate the employment of a new teacher prior to official Board action. If such an emergency situation arises, a written contract shall be issued no later than thirty (30) days following employment of the new teacher.
3. The signing of an individual contract obligates the teacher to abide by all State school laws and Board policy in performing the duties and responsibilities of the position. Failure to abide by either is grounds for disciplinary action in such form and manner as the law allows and in accordance with the negotiated agreement.

#### H. Contract Year/Work Day

1. The contract year for teachers shall be 182 days.
2. Each elementary teacher shall receive no less than 200 minutes per week for planning and preparation. Each secondary teacher shall have a planning period each day.
3. The on-duty regular teacher workday shall not be less than or greater than 7 hours and 10 minutes.

#### I. School Day

Teachers shall report to the building by 7:50 AM and to their rooms by 8:00 AM.

#### J. Evaluations

Teachers shall be evaluated according to ORC 3319.111 and 3319.112.

#### K. Kindergarten Day

Kindergarten teachers will receive the same time from education service personnel as other elementary teachers. Kindergarten recesses will be combined with one or more other grades so recess duty can be shared.

## L. Summer School

The Board has the right to determine if Summer School Intervention will be provided. In the event Summer School Intervention is provided, the following guidelines will apply:

The purpose of the Summer School Intervention Program, hereafter referred to as the "Program," will be to provide intensive instruction for at-risk students in reading for grades kindergarten through three and in areas of deficiency for students in grades four through eight, as determined by local and state testing and/or teacher recommendations. A four-week program shall run for three hours daily and will be scheduled by the administration in the months of June and/or July. Six hours of compensated training time will be required and scheduled by the administration. There will be no summer school on the federal holiday designated to observe July 4<sup>th</sup>.

The hourly rate of pay for instruction and training for both summer school teachers and coordinators will be in accordance with the supplemental salary schedule, Article VII F.

Teachers participating in the Program shall be required to keep timesheets of their hours worked to be turned in to the District Treasurer for reimbursement on the first pay at the conclusion of the Program.

There shall be two teachers selected to be site coordinators, one representing kindergarten through four and one representing grades five through eight. The site coordinators shall receive an additional hour pay daily for such services as supervising the arrival and departure of students, making certain teachers have the materials necessary to teach, obtaining substitute teachers due to absence of a regular teacher, and dealing with discipline problems. Other duties necessary for the operation of the Program may be added by the Administration, but shall be specified at the time of employment as site coordinator.

The maximum class size for the Summer Intervention Program shall be twelve (12) students. Students may be grouped according to ability or activity as determined by student needs.

To ensure student success and create an environment in which learning can take place, misbehavior of students will be dealt with promptly. Parents of any student who exhibits inappropriate behavior will be contacted at the first occurrence. Any continued misbehavior will result in the parties being asked to keep the student at home.

The Eastern Local Board of Education shall establish the specific job descriptions for the teachers participating in the Summer Intervention Program. Posting and filling of positions shall be done in accordance with the Negotiated Agreement between the Eastern Local Classroom Teachers' Association and the Eastern Local Board of Education.

Teachers in the Program will participate in the evaluation of the effectiveness of the Summer Intervention Program by assessing student achievement formally and/or informally.

In the event Summer School Intervention is not provided, teachers will be given an immediate notice.

M. In-School Substitutes

Only after reasonable attempts to secure a substitute certified employee have been unsuccessful, employees shall be compensated for in-school substitution. Teachers shall be paid \$20.00 an hour or a fraction thereof to the nearest quarter hour. Such reimbursement shall be remitted to the teacher within the next applicable pay period. Administration and staff of each building shall cooperatively determine the procedure for assigning in-school substitution on an equitable basis. Teachers shall in no way be forced to relinquish a planning period or assume responsibility for another classroom without the teacher's permission nor without proper compensation.

N. Reimbursement of Partial Cost of Licensure

When teachers receive their copies of two-year provisional or five-year professional licenses, teachers may fill out and turn in a requisition, with a photocopy of the new license attached thereto, for reimbursement for \$50 for a two-year provisional license and \$100 for a five-year professional license.

## ARTICLE VI

### PAYROLL PROCEDURE, PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES AND SAVINGS PLANS

- A. Teachers shall be paid in twenty-four (24) installments, to be divided as equally as possible. The dates for payment shall be the 15<sup>th</sup> of the month and the last day of the month. If either the 15<sup>th</sup> or the last day of the month falls on a weekend, the date of payment shall be the preceding Friday. If either the 15<sup>th</sup> or the last day of the month falls on a Holiday, the date of payment will be the preceding day or Friday.

- B. Teachers shall be granted payroll deduction for monthly payment of professional dues and the OEA FUND FOR CHILDREN AND PUBLIC EDUCATION. Upon written request of a teacher received by the treasurer between September 1 and 30 of the current school year, or a written request of an employee hired after September 30 of the current school year, received within 30 calendar days of the new employee's first working day, the treasurer shall deduct Association dues and/or the OEA FUND FOR CHILDREN AND PUBLIC EDUCATION contributions from the paycheck of the teacher. Deductions for Association dues and/or the OEA FUND FOR CHILDREN AND PUBLIC EDUCATION shall be continuous during the term of the contract until the employee notifies the Association, in writing, that he/she no longer wants payroll deduction of Association dues and/or the OEA FUND FOR CHILDREN AND PUBLIC EDUCATION between September 1 and September 30. The Association shall immediately notify the district treasurer of any cancellation of dues or the OEA FUND FOR CHILDREN AND PUBLIC EDUCATION. Deductions shall be in equal amounts and shall be deducted beginning with the first and second pay periods for nine (9) months.
  
- C. Teachers shall be granted payroll deductions for monthly payments for the present annuities programs, with all new annuities programs having at least twenty-five percent (25%) enrollment. Monthly payroll deductions for a Savings Bond Series E Program, Atomic Employees Credit Union, the Ohio Public Employees Deferred Compensation Program, and the OEA FUND FOR CHILDREN AND PUBLIC EDUCATION, without charge to the teacher or the association, shall also be provided if application is made by twenty-five (25%). Once enrolled, a teacher can only change or drop the payroll deduction once in September and once in January each year. Teachers requesting such deductions must submit requests on or before the 20<sup>th</sup> day of the month prior to the month when such deductions shall begin.
  
- D. All employees shall receive their pay via direct deposit.

## ARTICLE VII - SALARIES

### A. Salary Schedule Effective July 1, 2013

Base Salary     \$34,180

Step	BA	BA+ (150hrs)	MA	MA+12
0	1.0000 \$34,180	1.0380 \$35,479	1.0950 \$37,427	1.1250 \$38,453
1	1.0380 \$35,479	1.0810 \$36,949	1.1430 \$39,068	1.1780 \$40,264
2	1.0760 \$36,778	1.1240 \$38,418	1.1910 \$40,708	1.2310 \$42,076
3	1.1140 \$38,077	1.1670 \$39,888	1.2390 \$42,349	1.2840 \$43,887
4	1.1520 \$39,375	1.2100 \$41,358	1.2870 \$43,990	1.3370 \$45,699
5	1.1900 \$40,674	1.2530 \$42,828	1.3350 \$45,630	1.3900 \$47,510
6	1.2280 \$41,973	1.2960 \$44,297	1.3830 \$47,271	1.4430 \$49,322
7	1.2660 \$43,272	1.3390 \$45,767	1.4310 \$48,912	1.4960 \$51,133
8	1.3040 \$44,571	1.3820 \$47,237	1.4790 \$50,552	1.5490 \$52,945
9	1.3420 \$45,870	1.4250 \$48,707	1.5270 \$52,193	1.6020 \$54,756
10	1.3800 \$47,168	1.4680 \$50,176	1.5750 \$53,834	1.6550 \$56,568
11	1.4180 \$48,467	1.5110 \$51,646	1.6230 \$55,474	1.7080 \$58,379
12	1.4560 \$49,766	1.5540 \$53,116	1.6710 \$57,115	1.7610 \$60,191
15	*	*	*	*
18	1.4725 \$50,330	1.5715 \$53,714	1.6900 \$57,764	1.7810 \$60,875
20	1.4890 \$50,894	1.5890 \$54,312	1.7090 \$58,414	1.8010 \$61,558
27	1.5220 \$52,022	1.6240 \$55,508	1.7470 \$59,712	1.8410 \$62,925

\* After fifteen (15) years of completed service, teacher(s) will be eligible for an annual longevity payment of eight hundred dollars (\$800) per year.

**B. Salary Schedule Effective July 1, 2014**

Base Salary \$34,522

Step	BA	BA+ (150hrs)	MA	MA+12
0	1.0000 \$34,522	1.0380 \$35,834	1.0950 \$37,802	1.1250 \$38,837
1	1.0380 \$35,834	1.0810 \$37,318	1.1430 \$39,459	1.1780 \$40,667
2	1.0760 \$37,146	1.1240 \$38,803	1.1910 \$41,116	1.2310 \$42,497
3	1.1140 \$38,458	1.1670 \$40,287	1.2390 \$42,773	1.2840 \$44,326
4	1.1520 \$39,769	1.2100 \$41,772	1.2870 \$44,430	1.3370 \$46,156
5	1.1900 \$41,081	1.2530 \$43,256	1.3350 \$46,087	1.3900 \$47,986
6	1.2280 \$42,393	1.2960 \$44,741	1.3830 \$47,744	1.4430 \$49,815
7	1.2660 \$43,705	1.3390 \$46,225	1.4310 \$49,401	1.4960 \$51,645
8	1.3040 \$45,017	1.3820 \$47,709	1.4790 \$51,058	1.5490 \$53,475
9	1.3420 \$46,329	1.4250 \$49,194	1.5270 \$52,715	1.6020 \$55,304
10	1.3800 \$47,640	1.4680 \$50,678	1.5750 \$54,372	1.6550 \$57,134
11	1.4180 \$48,952	1.5110 \$52,163	1.6230 \$56,029	1.7080 \$58,964
12	1.4560 \$50,264	1.5540 \$53,647	1.6710 \$57,686	1.7610 \$60,793
15	*	*	*	*
18	1.4725 \$50,834	1.5715 \$54,251	1.6900 \$58,342	1.7810 \$61,484
20	1.4890 \$51,403	1.5890 \$54,855	1.7090 \$58,998	1.8010 \$62,174
27	1.5220 \$52,542	1.6240 \$56,064	1.7470 \$60,310	1.8410 \$63,555

\* After fifteen (15) years of completed service, teacher(s) will be eligible for an annual longevity payment of eight hundred dollars (\$800) per year.

C. Salary Schedule Effective July 1, 2015

Step	BA	BA+ (150hrs)	MA	MA+12
0	1.0000 \$34,867	1.0380 \$36,192	1.0950 \$38,179	1.1250 \$39,225
1	1.0380 \$36,192	1.0810 \$37,691	1.1430 \$39,853	1.1780 \$41,073
2	1.0760 \$37,517	1.1240 \$39,191	1.1910 \$41,527	1.2310 \$42,921
3	1.1140 \$38,842	1.1670 \$40,690	1.2390 \$43,200	1.2840 \$44,769
4	1.1520 \$40,167	1.2100 \$42,189	1.2870 \$44,874	1.3370 \$46,617
5	1.1900 \$41,492	1.2530 \$43,688	1.3350 \$46,547	1.3900 \$48,465
6	1.2280 \$42,817	1.2960 \$45,188	1.3830 \$48,221	1.4430 \$50,313
7	1.2660 \$44,142	1.3390 \$46,687	1.4310 \$49,895	1.4960 \$52,161
8	1.3040 \$45,467	1.3820 \$48,186	1.4790 \$51,568	1.5490 \$54,009
9	1.3420 \$46,792	1.4250 \$49,685	1.5270 \$53,242	1.6020 \$55,857
10	1.3800 \$48,116	1.4680 \$51,185	1.5750 \$54,916	1.6550 \$57,705
11	1.4180 \$49,441	1.5110 \$52,684	1.6230 \$56,589	1.7080 \$59,553
12	1.4560 \$50,766	1.5540 \$54,183	1.6710 \$58,263	1.7610 \$61,401
15	*	*	*	*
18	1.4725 \$51,342	1.5715 \$54,793	1.6900 \$58,925	1.7810 \$62,098
20	1.4890 \$51,917	1.5890 \$55,404	1.7090 \$59,588	1.8010 \$62,795
27	1.5220 \$53,068	1.6240 \$56,624	1.7470 \$60,913	1.8410 \$64,190

\* After fifteen (15) years of completed service, teacher(s) will be eligible for an annual longevity payment of eight hundred dollars (\$800) per year.

#### D. Additional Training

Each teacher who has completed training which would qualify him/her for a higher salary bracket shall file with the Treasurer by the fifteenth day of September (for pay adjustment effective the beginning of the year) or the fifteenth day of January (for pay adjustment mid year) satisfactory evidence of such additional training.

#### E. National Board Certification

Teachers who hold National Board certification will receive a \$1,000 annual stipend for every year their certification is active.

#### F. Supplemental Salary Schedule

<u>Position</u>	<u>Years of Experience</u>					
	0-1	2-3	4-5	6-7	8-9	10
Varsity Basketball	.14	.145	.15	.155	.16	.165
Reserve Basketball	.08	.085	.09	.095	.10	.105
HS Volleyball	.08	.085	.09	.095	.10	.105
Asst. Boys Basketball*	.08	.085	.09	.095	.10	.105
JH Basketball (8)	.05	.055	.06	.065	.07	.075
Baseball	.07	.075	.08	.085	.09	.095
Softball	.07	.075	.08	.085	.09	.095
HS Track	.065	.07	.075	.08	.085	.09
HS Soccer	.05	.055	.06	.065	.07	.075
Cross Country	.05	.055	.06	.065	.07	.075
JH Basketball (7)	.05	.055	.06	.065	.07	.075
JH Track	.035	.04	.045	.05	.055	.06
JH Volleyball	.04	.045	.05	.055	.06	.065
Reserve Volleyball	.05	.055	.06	.065	.07	.075
HS Cheerleaders	.06	.065	.07	.075	.08	.085
Drill Team	.035	.04	.045	.05	.055	.06
Flags	.035	.04	.045	.05	.055	.06
Yearbook Advisor	.065	.07	.075			
JH Cheerleaders	.035	.04	.045			
Class Play Director	.025	.03	.035			
Musical Production	.025	.03	.035			
Quiz Bowl	.025	.03	.035			
Club Advisor	.025	.03	.035			
Show Choir	.025	.03	.035			
National Honor Society	.025	.03	.035			
JH Golf	.025					
HS Golf	.05	.055	.06	.065	.07	.075
Freshman Sponsor	.02					
Sophomore Sponsor	.02					
Junior Spons./Prom Coord.	.06					
Senior Spons./AfterProm	.06					

Summer Conditioning	.08	.085	.09	.095	.10	.105
Saturday School	\$9.00/hr					
After School Detention	\$20.00/hr					
Summer Inter. Teacher	\$20.00/hr					
Summer Inter. Coord.	\$20.00/hr					
Home Instruction	\$20.00/hr					
Eighth Grade Sponsor	Yrly. Stipend of \$300					
Science Fair	Yrly. Stipend of \$300					
Spelling Bee	Yrly. Stipend of \$300					
Pep Club	Yrly. Stipend of \$300					
Dance Team	Yrly. Stipend of \$500					

\* This person will coach the Freshman team during any year in which such a team exists.

The percentages in each experience category shall be applied to a BA base of \$34,180 July 1, 2013, \$34,522 July 1, 2014, \$34,867 July 1, 2015.

Only years of experience for a specific sport or activity will be counted to determine the placement on the supplemental Salary Schedule.

The salaries above will be paid only when persons are employed to fill the positions.

The Board need not fill any or all supplemental positions on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when and whether to fill the vacancy. The failure to fill a position shall not be subject to bargaining with the Association.

Acceptance of a supplemental position shall be voluntary.

If during the term of this Agreement, the Board creates a new supplemental position and the Superintendent determines to fill any such position, The Association shall receive written notice of such intention. The Board shall not be required to bargain about the creation of the position or the initial salary established. In subsequent negotiations under Article I, the parties shall bargain about the salary for the Position.

Varsity coaches whose team or individual athlete completes in the second level of tournament plan will receive a \$200 stipend in addition to the listed

percentage of base salary. Varsity coaches whose team or individual athlete competes in the third level of tournament play will receive \$200 stipend in addition to the \$200 stipend at the second tournament level and the listed percentage of base salary. Varsity coaches whose team or individual athlete competes in a state tournament will receive a \$200 stipend in addition to the \$200 stipend at the second and/or third levels of tournament play and the listed percentage of the base salary.

## **ARTICLE VIII**

### **MILEAGE REIMBURSEMENT**

Teachers who use their personal vehicles for required travel on official school business shall be compensated for all approved actual and necessary mileage. Requests for reimbursement shall be submitted monthly on forms prescribed by the Board and shall be approved by the Superintendent or his/her designee prior to payment. Reimbursement shall be made at the current IRS rate.

## **ARTICLE IX**

### **SEVERANCE PAY**

- A. A teacher may elect, at the time of acceptance for retirement by the State Teachers Retirement System (STRS), to receive severance pay if his/her date of retirement is within one hundred eighty (180) days of his/her last day of service with the District.
- B. In the event an employee retires through the State Teacher's Retirement System (STRS) he/she shall receive a payment equal to twenty-five percent (25%) of his/her accumulated but unused sick leave. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement.

## **ARTICLE X**

### **INSURANCE**

- A. Health Care

The Board shall pay 85% of the cost of family group hospitalization and major medical insurance premiums, and 85% of the cost of single group and major medical insurance premiums.

B. Life Insurance

The Board shall provide group term life insurance coverage in the amount of fifty thousand dollars (\$50,000.00).

C. Dental Insurance

The Board shall pay one hundred percent (100%) of the monthly premium per employee toward the cost of group dental insurance coverage.

D. Health Insurance Cost to Employees

Maximum out-of-pocket in Network will not exceed \$1,750 for an individual or \$3,500 for a family for a policy/calendar year if a single option plan is offered. If a dual option plan is offered, maximum out-of-pocket in Network for the second option will not exceed \$3,500 for an individual or \$7,000 for a family.

Out-of-pocket is defined as the maximum payable amount by an employee for a policy/calendar year. The out-of-pocket amount will include deductibles and co-insurance amounts only and will exclude any co-pays.

Co-pays are defined as flat dollar amounts that are payable by the teacher for office visits, urgent care visits, emergency room visits, prescription drugs, or inpatient or outpatient services. These flat dollar amounts may be paid each time one of these events occurs and do not accumulate toward deductibles or out-of-pocket.

Co-insurance is defined as the percentage amount paid by the employee after the deductible is met.

Deductible is defined as the dollar amount that must be met before the co-insurance begins.

E. Insurance Study Committee

In order to facilitate an understanding of current employee insurance coverages and to periodically explore the market place for improved coverages and/or reduced costs, an Insurance Study Committee will be established by the Board and Association. Both will appoint up to three (3) representatives to serve on this committee. The Insurance Study Committee will establish its own rules for meeting and operations. The Committee will have the authority to analyze and monitor claims utilization, review benefits plans, and screen different plans for recommendation to the parties. The Board shall retain the authority to accept, reject or modify the Committee's recommendation. In no instance, shall any confidential medical information be viewed by the Committee.

## **ARTICLE XI**

### **BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS**

- A. The Board shall assume and pay, or pick up, the mandatory employee contribution to STRS required for all STRS participants, subject to the provisions of this section, in lieu of payment of those contributions by said members.
- B. For purposes of this Pickup Plan total salary or salary per pay period for each member shall be the salary otherwise payable under their contracts and applicable Board policies. The total annual salary or salary per pay period of each member shall be payable by the Board in two parts: (1) deferred annual salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary, per pay period which is required from time to time by the Ohio State Teacher's Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to the STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's combined total expenditures for members' total annual salaries or salaries per pay period otherwise payable under this Section (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- C. The Board shall compute and remit its employer contributions to STRS based upon total annual salary or salary per pay period, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary or salary per pay period, less the amount of the "pickup". The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- D. The "pickup" shall be included in the member's total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- E. The Pickup Plan shall be effective no later than 45 days after the effective date of this Agreement. The Plan shall terminate immediately if any provision hereof is determined to be contrary to law or if employer pickup should no longer be authorized by the Internal revenue Service, Ohio Attorney General or by the Ohio State Teacher's Retirement System.

**ARTICLE XII**  
**ACADEMIC STIPEND**

- A. Teachers with at least three years of full-time experience in the Eastern Local School District shall be reimbursed for actual tuition costs at the rate of up to one hundred fifty dollars (\$150.00) per semester or up to sixty dollars (\$60.00) per quarter hour for coursework taken from an accredited institution in a field related to teaching or administration approved in advance by the Superintendent. No teacher shall be reimbursed for more than six semester hours or nine quarter hours per fiscal year. Semester and quarter hour limits apply to the hours taken in that fiscal year, though reimbursement is sought in subsequent fiscal year. The Board shall appropriate a maximum of ten thousand dollars (\$10,000.00) per school year to implement the terms of this article.
  
- B. In order to receive reimbursement, a teacher must receive a grade of B or better in the course for which tuition reimbursement is sought. Reimbursement shall be made within sixty (60) days following submission of a grade report and evidence the fee has been paid. Applications for reimbursement will be processed in the order in which they are received in the office of the Superintendent until the funds appropriated for a particular year are exhausted. Applications shall be in writing and a copy shall be returned to the Treasurer.
  
- C. Applicants must apply for approval of reimbursement before course work is taken, and notice of approval or disapproval shall be given to the applicant at the time of application.

**ARTICLE XIII**  
**DUTY FREE LUNCH**

Every teacher in the bargaining unit shall be granted a minimum of a thirty, (30) minute duty free uninterrupted lunch period.

**ARTICLE XIV**  
**FORM RETURN**

For any absence requiring the bargaining unit member to complete a form, the Board shall return a copy of the form to the member following appropriate administrative action.

The Superintendent or designee shall give a teacher written notice of his/her approval or disapproval within five (5) work days, if the teacher has submitted the request for leave form at least ten (10) work days before the intended absence.

## **ARTICLE XV**

### **DISTRIBUTION OF CONTRACT**

Each teacher, administrator, Board member, County Supervisor, and school library shall be provided with a professionally printed copy of this contract as soon as practicable after ratification and adoption by the parties. Teachers new to the district, will receive a copy upon employment. The President of the Association shall be given ten (10) copies of the contract for use of the Association. The Board shall likewise receive ten (10) additional copies for its use. Costs of printing the contract shall be shared equally by the Association and the Board.

## **ARTICLE XVI**

### **SENIORITY**

- A. The definition of seniority and all other procedures delineated in this Article shall be used during a reduction in force and all contractual provisions using seniority.
- B. Seniority will be computed from a teacher's most recent date of hire with the Eastern Local Schools or its predecessors and will begin to accrue as of his/her first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff.
- C. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. A tie in seniority shall be broken by the following method to determine the most senior member:
  - 1. The member with the first day worked; then
  - 2. The member with the earliest date of employment (date of hire); then
  - 3. By lottery, with the most senior unit member being the one whose name is drawn first, etc.

- E. Seniority shall be lost when a bargaining unit member retires or resigns; is terminated for cause or is non-renewed, or otherwise leaves the employment of the Board or is on layoff for more than two (2) years.
- F. The Superintendent will provide the Association President with an updated seniority list no later than September 30<sup>th</sup> of each school year. Such list shall include name, certification(s) held, type of contract (continuing or limited), and the first day of continued employment. The Association shall have fifteen (15) working days to advise the Board in writing of any inaccuracies contained in the list. The Board shall investigate all inaccuracies alleged by the Association, and make any necessary corrections within fifteen (15) working days. The Board shall make the revised list available to the Association President within five (5) working days.

## **ARTICLE XVII**

### **SUBSTANCE ABUSE**

- A. No employee of the Eastern Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess, or use alcohol, narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, or any other controlled substances as defines in Federal and State Law.
- B. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicles used to transport students to and from school or school activities; any school employee in charge of students off school property during any school-sponsored or school-related activity, event, function, such a field trip or athletic event where students are under the jurisdiction of the Eastern Local School District.
- C. As a condition of employment, each employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.
- D. Any employee who violates the terms of this policy with respect to the personal use or possession for personal use of alcohol, narcotic drugs or other controlled substances shall enroll and participate in a drug abuse assistance or rehabilitation program approved by the Board of Education. If the employee fails to enroll and participate in such a program, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination.

- E. An employee who violates this policy with respect to the manufacture, distribution, dispensing, or possessing of alcohol, narcotic drugs or other controlled substances for purposes of sale or distribution will be subject to disciplinary action under the ORC and the negotiated contract up to and including termination.
- F. A copy of this notice shall be distributed to all employees. In addition, information will be provided to all employees about any drugs and alcohol counseling and rehabilitation and re-entry programs available to employees.

## **ARTICLE XVIII**

### **SECTION 125 PLAN**

- A. A plan under IRS Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified shall have the right, but is not required, to participate in the premium (salary reduction section only of Section 125). And is not required to purchase additional or supplemental coverage.
- B. The Board shall select a company to provide for the implementation of the plan and the Treasurer shall keep the Association President informed. Forms provided by the Board shall be completed by the employee in order for him/her to be able to participate in the plan. The forms shall be submitted to the Treasurer on or before March 1, of each year.
- C. Once an employee has volunteered to participate in the plan he/she must continue in the plan for the school year except for reasons of death, resignation, or retirement.

## **ARTICLE XIX**

### **CRIMINAL RECORDS CHECK**

The parties acknowledge that ORC 3319.39 requires the Board of Education to release a conditionally hired individual from employment if, upon a criminal records check, he or she has been convicted of and/or pled guilty to offenses listed in ORC 3319.31. No conditionally hired employee shall be considered a member of the bargaining unit until such time as the provisions of ORC 3319.39 have been completed and the applicant is found eligible for employment she/he shall have all the rights and benefits, under the negotiated agreement, retroactive to the first day of employment.

**ARTICLE XX**  
**SCHOOL CALENDAR**

The Association will appoint one certificated employee who, with one non-certificated employee from the District, will meet with one representative of the certificated employees and one representative of the non-certificated employees from each of the other School Districts in the County to develop options for the next schools year's calendar. The committee shall transmit the options it develops to the Superintendent by February 1. The Superintendent, along with other Superintendents from the County, will review the options for compliance with law and avoidance of paid holidays. Options not in conflict with paid holidays and otherwise in compliance with law shall be submitted to a countywide vote of school employees during the month of March.

The Association agrees that the final authority to set the school calendar is legally and exclusively that of the Board.

**ARTICLE XXI**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

A task force shall be established of Board representatives, Association representatives, and member of the community to recommend rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such written rules and regulations shall be distributed to students, teachers, and parents at the beginning of each school year.

**ARTICLE XXII**  
**SAFETY AND HEALTH**

- A. Before exercising his or her right under ORC §4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of ORC §4167.06, the employee must exhaust the process set forth in paragraph C (1)-(2) below.
  
- B. An employee who wishes to assert a claim of discrimination as defined in ORC §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means

for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

- C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to ORC §4167.10 until the following process has been completely exhausted:
1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal within two work days of the occurrence of the alleged violation.
  2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two workdays after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within seven (7) workdays after the conference, the Superintendent shall provide his written response to the alleged violation.

## **ARTICLE XXIII**

### **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Eastern Local School District in accordance with the following provisions:

1. The purpose of the committee shall be to oversee, review, and approve professional development plans for course work, continuing education units, or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the district, and any other activity established by law for LPDCs.
2. The committee shall be composed of the following members: three (3) teachers, one (1) principal, and one (1) other administrator. Terms shall

be for two (2) years each, except that initial selection for two (2) teacher and one (1) administrator shall be for three (3) year terms.

3. Teacher members shall be selected by the ELCTA.
4. Administrator members shall be selected by the Superintendent.
5. The LPDC shall meet on a regular basis, as needed, and shall adopt its own regulations for such meetings.
6. Committee members may be reappointed for successive terms, without limitation.
7. The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230 and relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a teacher may appeal the decision of the LPDC.
8. If any LPDC member is unable to complete his/her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.
9. The Board shall provide the funds needed for the LPDC to function in an effective manner. Release time may be provided to members of the LPDC to complete the necessary functions in compliance with the law. Each member of the LPDC shall receive \$15.00 per hour for reasonable and necessary time spent outside the regular workday.

## **ARTICLE XXIV**

### **MENTOR PROGRAM**

The Board shall participate in the Entry-Year program offered by the Pike County Educational Service Center. Should the ESC Entry-Year/Mentor Program be discontinued, the Board and the Association shall immediately enter into negotiations pursuant to the collective bargaining agreement to establish a locally controlled Entry-Year/Mentor Program that meets state requirements.

## **ARTICLE XXV**

### **JUST CAUSE PROVISION**

No teacher shall be disciplined, including termination and non-renewal, without just cause. Prior to taking action to terminate or non-renew a teacher, the Board or its designee shall afford the teacher due process by providing the teacher with notice and an opportunity to be heard. In the case of non-renewals, this opportunity to be heard shall not be later than May 20<sup>th</sup>. Notice of non-renewal shall be provided to the teacher no later than April 30<sup>th</sup>. This provision supersedes ORC 3319.11, 3319.111, and 3319.16.

## **ARTICLE XXVI**

### **CONTRACT MAINTENANCE**

#### **A. Waiver of Negotiations**

The Board and the Association acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this contract, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in the contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this contract.

#### **B. Entire Agreement Clause**

This contract supersedes all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### **C. Conflict with the Law**

The provisions of this Agreement govern the wages, hours and terms and conditions of members of the bargaining unit. This agreement supersedes all applicable state or local laws pertaining to wages, hours, or terms and conditions of employment to the extent permitted by Section 4117.10 (A) of the Ohio

Revised Code. If a court of competent jurisdiction determines, after all appeals or times for appeal have been exhausted, that any provision of this Agreement violates Ohio or federal law, such provision shall be inoperative but the remaining provisions herein shall remain in effect. At such time, both parties shall meet to discuss and renegotiate the item affected.

D. No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other similar cessation or disruption of services for the term of the Agreement.

E. Gender

All references to individuals in this Agreement designate both sexes, and wherever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

F. No Reprisals Clause

There shall be no reprisals of any kind against either party (the Association or Board), its officers, members, or agents, or against any employees for any action or activity related to the management functions of the district as recognized in Article I or any activities related to participation in the bargaining unit.

Disputes concerning this provision shall be grievable under the grievance procedure in this contract.

## **ARTICLE XXVII**

### **REDUCTION IN FORCE**

Any reductions in force will be conducted in accordance with ORC 3319.17. For the purpose of reductions in force, seniority will be defined by Article XVI of the Master Agreement between the Eastern Local Classroom Teachers' Association and the Eastern Local Board of Education, assuming that such definition does not conflict with ORC 3319.17.

## **ARTICLE XXVIII**

### **DISTRICT CALENDAR**

Requests by bargaining unit members to use the facilities of the K-12 complex outside of the regular school day shall be made in writing to the appropriate building principal

using the Rental of Facilities form. Once approved by both the appropriate principal and the Superintendent, the approved activities will be logged onto a District Calendar of Events.

**DURATION:** This contract shall be in effect from July 1, 2013, through June 30, 2016.

**IN WITNESS WHEREOF,** the parties have caused this Contract to be executed on the day and year first mentioned above.

FOR THE EASTERN LOCAL SCHOOLS  
BOARD OF EDUCATION

Micki Atkins  
Its President

Neil Teest  
Superintendent

Rodney Schett  
Treasurer

Frank Bennis  
Bargaining Team Member

FOR THE EASTERN LOCAL  
CLASSROOM TEACHERS'  
ASSOCIATION

Ray McFarland  
Its President

Susan Alley  
Bargaining Team Member

Off Litch  
Bargaining Team Member

Cheryl Selbee  
Bargaining Team Member

Teresa Southworth  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Labor Relations Consultant

**REQUEST FOR PERSONAL LEAVE  
EASTERN LOCALSCHOOL DISTRICT**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

I request personal leave for \_\_\_\_\_ (mm/dd/yy).

\_\_\_\_\_  
Substitute

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Date Disapproved

\_\_\_\_\_  
Date Disapproved

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Superintendent Signature

---

**REQUEST FOR PERSONAL LEAVE WITHOUT PAY**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

No. of days requested \_\_\_\_\_ Date(s) requested \_\_\_\_\_

\_\_\_\_\_  
Substitute

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Date Disapproved

\_\_\_\_\_  
Date Disapproved

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Superintendent Signature

REQUEST FOR PROFESSIONAL LEAVE

Employee name \_\_\_\_\_ Date \_\_\_\_\_

I request professional leave for \_\_\_\_\_  
Month Day Year

Purpose and Place of Request \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach brochure and/or letter describing conference if available.

I do affirm the above information to be correct to the best of my knowledge.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Substitute signature

\_\_\_\_\_  
Date approved

\_\_\_\_\_  
Date approved

\_\_\_\_\_  
Date disapproved

\_\_\_\_\_  
Date disapproved

\_\_\_\_\_  
Principal signature

\_\_\_\_\_  
Superintendent signature

GRIEVANCE REPORT FORM, LEVEL ONE  
EASTERN LOCALSCHOOL DISTRICT

Grievance # \_\_\_\_\_

\_\_\_\_\_  
Name of Grievant Date

\_\_\_\_\_  
Building Assignment

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

B. 1. Statement of Grievance and provision(s) of contract allegedly violated

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

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

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

\_\_\_\_\_  
Signature of Grievant/Date

C. Disposition of Principal/Immediate Supervisor \_\_\_\_\_

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

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

GRIEVANCE REPORT FORM II, LEVEL TWO  
EASTERN LOCALSCHOOL DISTRICT

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORM, LEVEL ONE (attached):

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Date

B. Date Received by Superintendent \_\_\_\_\_

C. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

GRIEVANCE REPORT FORM III, LEVEL THREE  
EASTERN LOCALSCHOOL DISTRICT

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORM I AND II (attached):

A. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Date

B. Date Received by Board \_\_\_\_\_

C. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

GRIEVANCE REPORT FORM IV, LEVEL FOUR  
EASTERN LOCALSCHOOL DISTRICT

Grievance # \_\_\_\_\_

In regard to GRIEVANCE REPORT FORMS I, II, AND III (attached) a request is made for a hearing before an arbitrator as provided in Level IV of the grievance procedure.

\_\_\_\_\_  
Signature of Grievant/Date

Received by the Superintendent or his/her Designated Representative

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

## **APPENDIX G**

### **SUBSTANCE ABUSE NOTICE**

YOU ARE HEREBY NOTIFIED that it is a violation of the policy of the Eastern Local School District for any employee to unlawfully manufacture, distribute, dispense, possess or use on or in the workplace any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined by State and Federal Law.

"Workplace" is defined as the site that includes any place where work for a school district is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-approved activity, event or function, such as field trip or athletic event, where students are under the jurisdiction of the school district.

YOU ARE HEREBY NOTIFIED, that it is a condition of your continued employment that you will comply with the above policy of the school district and will notify your supervisor of your conviction of any criminal drug statute for a violation occurring in the workplace. Such notification shall be no later than five (5) days after such conviction.

An employee who violates the terms of this policy with respect to the personal use or possession for a personal use of any narcotic drug or other controlled substance shall enroll and participate in a drug abuse assistance or rehabilitation program approved by the Board of Education. If the employee fails to enroll and participate in such program, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination.

An employee who violates this policy with respect to the manufacture, distribution, dispensing, or possessing of any alcohol, narcotic drug or other controlled substance for purposes of sale or distribution will be subject to disciplinary action under the ORC and the negotiated contract up to and including termination.

**EASTERN LOCAL SCHOOL DISTRICT  
MEDIA SPECIALIST OBSERVATION FORM**

Evaluatee/  
Media Specialist \_\_\_\_\_ Observation Date \_\_\_\_\_

Evaluator/Administrator \_\_\_\_\_

Starting Time \_\_\_\_\_ Ending Time \_\_\_\_\_

Appraisal Scale:        S = Satisfactory—Sufficient to meet the requirement. Does not mean perfect or excellent performance and may be accompanied by a suggestion for improvement.  
                                  U = Unsatisfactory  
                                  N/A = Not applicable

H.     ORGANIZATIONAL PROCEDURES

- \_\_\_\_\_ Prepares and administers the building media center budget.
- \_\_\_\_\_ Plans for effective scheduling of the media center.
- \_\_\_\_\_ Instructs student aides and/or adult volunteers to work in the media center.
- \_\_\_\_\_ Maintains communication with the staff and the administration.

II.    EDUCATIONAL

- \_\_\_\_\_ Selects and orders materials and equipment to support the course of study, as funds are available.
- \_\_\_\_\_ Provides staff development. Assists and informs staff regarding resources available.
- \_\_\_\_\_ Teaches a sequential curriculum of library, media skills.
- \_\_\_\_\_ Provides interlibrary loan service to other schools in the district.
- \_\_\_\_\_ Gathers materials appropriate for various classroom units as requested.

III.   TECHNICAL

- \_\_\_\_\_ Classifies, catalogs, and processes materials according to accepted methods.
- \_\_\_\_\_ Is responsible for the circulation, return and shelving of materials.
- \_\_\_\_\_ Weeds the collection, as time allows.
- \_\_\_\_\_ Arranges for the repair and rebinding of materials, as funds are available.
- \_\_\_\_\_ Maintains a sufficient supply of projection bulbs and A/V equipment.
- \_\_\_\_\_ Does inventory of collection during uninterrupted time.

COMMENTS: (Evaluator/Administrator)

COMMENTS: (Evaluatee/Media Specialist)

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluatee \_\_\_\_\_ Date \_\_\_\_\_  
(Signature means that I have seen this report, but not necessarily that I agree with it.)

**EASTERN LOCAL SCHOOL DISTRICT  
MEDIA SPECIALIST EVALUATION FORM**

Evaluatee/  
Media Specialist \_\_\_\_\_ Observation Date \_\_\_\_\_

Evaluator/Administrator \_\_\_\_\_

Starting Time \_\_\_\_\_ Ending Time \_\_\_\_\_

Appraisal Scale:        S = Satisfactory—Sufficient to meet the requirement. Does not mean perfect or excellent performance and may be accompanied by a suggestion for improvement.  
                                  U = Unsatisfactory  
                                  N/A = Not applicable

I.        \_\_\_\_\_ ORGANIZATIONAL PROCEDURES

II.       \_\_\_\_\_ EDUCATIONAL

III.      \_\_\_\_\_ TECHNICAL

COMMENTS: (Evaluator/Administrator)

COMMENTS: (Evaluatee/Media Specialist)

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluatee \_\_\_\_\_ Date \_\_\_\_\_  
(Signature means that I have seen this report, but not necessarily that I agree with it.)

**EASTERN LOCAL SCHOOL DISTRICT  
GUIDANCE COUNSELOR OBSERVATION FORM**

Evaluatee/  
Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_

Evaluator/Administrator \_\_\_\_\_ Time \_\_\_\_\_

Appraisal Scale: S = Satisfactory—Sufficient to meet the requirement. Does not mean perfect or excellent performance and may be accompanied by a suggestion for improvement.

U = Unsatisfactory

N/A = Not applicable

**I. INFORMATION SERVICES**

Students

- \_\_\_\_\_ Schedule new students
- \_\_\_\_\_ Distribute student registration booklets and registration forms by grade level to students
- \_\_\_\_\_ Provide students with handbooks containing course descriptions and graduation requirements
- \_\_\_\_\_ Visit feeder schools to discuss scheduling procedures and course selection
- \_\_\_\_\_ Work with administrators to coordinate orientation programs for new students
- \_\_\_\_\_ Make available to students information regarding careers, study skills, and personal-social development
- \_\_\_\_\_ Provide students with information about post-secondary education and training including resources of financial aid
- \_\_\_\_\_ Provide information related to PSAT
- \_\_\_\_\_ Collect and disseminate resource information
- \_\_\_\_\_ Provide information about career opportunities at Career Centers

Staff

- \_\_\_\_\_ Provide staff with information as requested on topics such as "skills," community agencies, the world of work and career opportunities for students, substance/chemical abuse and student referral procedures and agencies for counseling: family, social adjustment, and personal issues

Parents

- \_\_\_\_\_ Assist with orientation meetings
- \_\_\_\_\_ Provide parents with information about community agencies which may provide assistance to them and/or their family, as requested
- \_\_\_\_\_ Schedule "A College Planning Night" for parents. Provide parents with information on post-secondary education and training, including sources of financial aid.

**II. PUPIL APPRAISAL AND RECORDS SERVICES**

Identify student skills and abilities

- \_\_\_\_\_ Coordinate testing program (achievement, ability, competency)
- \_\_\_\_\_ Coordinate and communicate interpretation of test results (students, parents, staff)

- \_\_\_\_\_ Use test data and teacher recommendation to identify students with special needs, talents, abilities, achievements, and interests
- \_\_\_\_\_ Keep on file a list of students recommended for special honors
- \_\_\_\_\_ Confer with staff, administrators, parents, and students for placement in advanced or developmental classes, using test data and teacher recommendations
- \_\_\_\_\_ Assist Diagnostic Team
- \_\_\_\_\_ Establish folder with graduation worksheet, showing grades, credits, and courses completed
- \_\_\_\_\_ Update graduation worksheet at the end of each school year
- \_\_\_\_\_ Notify student and legal guardian or credit deficiencies
- \_\_\_\_\_ Compute GPA's at the end of the 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grades for students
- \_\_\_\_\_ Compute GPA's for identified students after first semester of 10<sup>th</sup> grade for consideration of special honors

### III. GROUP GUIDANCE SERVICES

- \_\_\_\_\_ Provide group guidance services to students
- \_\_\_\_\_ Provide students an opportunity to discuss personal goals and problems (divorce, death and dying, friend to friend, etc.)
- \_\_\_\_\_ Provide students with information about the high school curriculum, facilities, policies, extra-curricular activities, etc.
- \_\_\_\_\_ Provide students with information on career opportunities available at Career Centers
- \_\_\_\_\_ Provide students with information on various requirements for Career Centers and how to meet these requirements
- \_\_\_\_\_ Provide information on college planning
- \_\_\_\_\_ Provide information concerning prevention of chemical abuse

### IV. INDIVIDUAL COUNSELING SERVICES

- \_\_\_\_\_ Provide counseling services to students

### V. CONSULTATIVE SERVICES

- \_\_\_\_\_ Provide consultative services to staff and parents
- \_\_\_\_\_ Share relevant information about students with classroom teachers

### VI. PARENT CONFERENCE SERVICES

- \_\_\_\_\_ Provide parents with information about guidance program
- \_\_\_\_\_ Meet with parent groups during orientation, open house and at other appropriate times to explain the guidance services available in our schools
- \_\_\_\_\_ Coordinate and facilitate parent conferences on an "as needed" basis
- \_\_\_\_\_ Assist parents in interpreting test results

### VII. PLACEMENT SERVICES TO STUDENTS

- \_\_\_\_\_ Students will be scheduled into classes
- \_\_\_\_\_ Coordinate placement of students into appropriate classes
- \_\_\_\_\_ Inform students that course and program offerings are available to all students regardless of sex, race, or religion
- \_\_\_\_\_ Assist with placement of students in work-study programs
- \_\_\_\_\_ Provide placement services for students (Orientation)
- \_\_\_\_\_ Provide information about post-secondary educational and training and military opportunities

VIII. RESOURCE COORDINATION SERVICES

Provide target groups with information about appropriate referral agencies

- Make printed information available to target groups
- Coordinate the referral process

COMMENTS: (Evaluator/Administrator)

COMMENTS: (Evaluatee/Counselor)

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluatee \_\_\_\_\_ Date \_\_\_\_\_  
(Signature means that I have seen this report, but not necessarily that I agree with it.)

**EASTERN LOCAL SCHOOL DISTRICT  
GUIDANCE COUNSELOR EVALUATION FORM**

Evaluatee/  
Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_

Evaluator/Administrator \_\_\_\_\_ Time \_\_\_\_\_

Appraisal Scale:        S = Satisfactory—Sufficient to meet the requirement. Does not mean perfect or excellent performance and may be accompanied by a suggestion for improvement.  
                                  U = Unsatisfactory  
                                  N/A = Not applicable

- I.     \_\_\_\_\_ INFORMATION SERVICES: The information service provides for the collection, maintenance, and dissemination of current educational, occupational, and personal-social information.
  
- II.    \_\_\_\_\_ PUPIL APPRAISAL AND RECORDS SERVICES: This service involves the areas of testing, interpretation of test results, identification of special needs students and maintenance of guidance folders (graduation requirements, etc.).
  
- III.   \_\_\_\_\_ GROUP GUIDANCE SERVICES: The counseling service is effective with small groups of students with similar problems.
  
- IV.    \_\_\_\_\_ INDIVIDUAL COUNSELING SERVICES: This counseling service provides assistance and support for individual students with personal problems.
  
- V.     \_\_\_\_\_ CONSULTATIVE SERVICES: The consultative service assists concerned adults in working together to help students.
  
- VI.    \_\_\_\_\_ PARENT CONFERENCE SERVICES: The main purpose of parent conference services is to maintain a line of open communication between the home and the school.
  
- VII.   \_\_\_\_\_ PLACEMENT SERVICES TO STUDENTS: This service focuses on proper educational placement. Counselors collect information regarding the special needs of students that will assist them in making placement recommendations.
  
- VIII.  \_\_\_\_\_ RESOURCE COORDINATION SERVICES: This service involves the identification and coordination of community resources (individual and agencies) who may be of assistance in meeting the special needs of a student.

COMMENTS: (Evaluator/Administrator)

COMMENTS: (Evaluatee/Counselor)

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluatee \_\_\_\_\_ Date \_\_\_\_\_  
(Signature means that I have seen this report, but not necessarily that I agree with it.)

**EASTERN LOCAL SCHOOL DISTRICT  
SCHOOL HEALTH NURSE OBSERVATION FORM**

Evaluatee/  
Nurse \_\_\_\_\_ Date \_\_\_\_\_

Evaluator/Administrator \_\_\_\_\_ Time \_\_\_\_\_

Appraisal Scale:        S = Satisfactory—Sufficient to meet the requirement. Does not mean perfect or excellent performance and may be accompanied by a suggestion for improvement.  
                                  U = Unsatisfactory  
                                  N/A = Not applicable

**I.     STUDENT SERVICES**

- \_\_\_\_\_ Maintains current health records for all students enrolled in the EasternLocalSchool District for which he/she is responsible
- \_\_\_\_\_ Conducts vision screening in grades Kindergarten 1-3-5-7-9 and Special Education Classes
- \_\_\_\_\_ Conducts hearing screening in grades Kindergarten 1-2-3-9 and Special Education Classes
- \_\_\_\_\_ Conducts hearing/vision screening for students referred by teachers, parents, or psychologists
- \_\_\_\_\_ Checks students for undetermined rashes and diseases when referred by teachers or parents. (Fifth disease, poison ivy and oak, scabies, chicken pox, impetigo, scarlet fever, allergies, pink eye, sore and/or infected ears and throat.)
- \_\_\_\_\_ Checks students for pediculosis (head lice) as necessary
- \_\_\_\_\_ Administers first aid treatment (bumps, bruises, scratches, cuts) when on duty in the building
- \_\_\_\_\_ Notifies emergency squad for assistance from local paramedics for injured students as necessary
- \_\_\_\_\_ Works with the special needs of handicapped students as necessary

**II.    PARENT SERVICES**

- \_\_\_\_\_ Notifies parents, in writing, of exclusion from school for student with incomplete immunization records
- \_\_\_\_\_ Informs parents of students who do not pass vision/hearing screenings
- \_\_\_\_\_ Provides parents instruction and literature on current procedures for treatment of student and family (pediculosis, fifth disease, impetigo) and general health hygiene.
- \_\_\_\_\_ Assists with home visits when necessary
- \_\_\_\_\_ Serves as a resource person for parents, using information and materials from the County and State Health Departments, local physicians, dentists, and service agencies
- \_\_\_\_\_ Informs new Kindergarten parents of health services during orientations

**III.   RECORD KEEPING SERVICES**

- \_\_\_\_\_ Compiles health information from emergency cards and medical authorization forms
- \_\_\_\_\_ Prepares exclusion letters of students with incomplete immunization records

- \_\_\_\_\_ Establishes and maintains a system of accounting and record keeping for all classes served
- \_\_\_\_\_ Completes end of year report for administrator and the County Board of Health on duties performed during the school year
- \_\_\_\_\_ Compiles data on immunizations for the State Health Department. (This data includes incomplete, in process, objection to, and new students with mumps vaccine.)
- \_\_\_\_\_ Compiles report to the State Health Department on all visual handicapped students.

IV. STAFF SERVICES

- \_\_\_\_\_ Provides teachers with health information folders with lists of special health problems of their students
- \_\_\_\_\_ Conducts inservice programs for staff on special health problems or concerns, as requested

V. PROFESSIONAL DEVELOPMENT

- \_\_\_\_\_ Attends monthly coordination meetings with other school nurses, health secretaries and supervisor. Attends meeting with supervisors concerning policies and procedures.

COMMENTS: (Evaluator/Administrator)

COMMENTS: (Evaluatee/School Nurse)

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluatee \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature means that I have seen this report, but not necessarily that I agree with it.)

**EASTERN LOCAL SCHOOL DISTRICT  
SCHOOL HEALTH NURSE EVALUATION FORM**

Evaluatee/  
Nurse \_\_\_\_\_

Date \_\_\_\_\_

Evaluator/Administrator \_\_\_\_\_

Time \_\_\_\_\_

Appraisal Scale:      S = Satisfactory—Sufficient to meet the requirement. Does not mean perfect or excellent performance and may be accompanied by a suggestion for improvement.  
                                  U = Unsatisfactory  
                                  N/A = Not applicable

- I.      \_\_\_\_\_ STUDENT SERVICES
- II.     \_\_\_\_\_ PARENT SERVICES
- III.    \_\_\_\_\_ RECORD KEEPING SERVICES
- IV.    \_\_\_\_\_ STAFF SERVICES
- V.     \_\_\_\_\_ PROFESSIONAL DEVELOPMENT

COMMENTS: (Evaluator/Administrator)

COMMENTS: (Evaluatee/School Nurse)

Signature of Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Signature of Evaluatee \_\_\_\_\_

Date \_\_\_\_\_

(Signature means that I have seen this report, but not necessarily that I agree with it.)