

MASTER CONTRACT

09-MEO-03-0342
K26608
1378-01

2009-07-01 to 2011-07-31

between the

**ELYRIA BOARD
OF EDUCATION**

and the

**ELYRIA
EDUCATION
ASSOCIATION**

January 1, 2010 – July 31, 2011

TABLE OF CONTENTS

			Page
ARTICLE	I	Recognition and Negotiations Procedures	1
		I. Recognition	1
		II. Procedures.....	2
		A. Formal Procedures.....	2
		B. Dispute Resolution	3
		III Definitions	4
ARTICLE	II	Exclusive Rights.....	5
		A. Board of Education.....	5
		B. Elyria Education Association	5
ARTICLE	III	Grievance Procedure	12
		STEP ONE.....	13
		STEP TWO.....	13
		STEP THREE.....	14
		STEP FOUR.....	15
ARTICLE	IV	Professional Negotiations Items	17
		Administrative Positions (15).....	27
		Adult Basic Literacy Education (18).....	28
		After School Conferences (06).....	22
		Assignment (20).....	29
		Bargaining Unit Member Evaluation, Criteria for Acceptable Level of Performance of a Teacher's Regular Duty Limited Contract, and Evaluation of Special Teachers (26).....	44
		Bargaining Unit Members Contracts (01)	17
		Bargaining Unit Member Transfer (21)	31
		Bargaining Unit Member Transfer Request.....	36
		Building Substitutes (68)	95
		Change in Salary Classification (36).....	65
		Classroom Conditions (28).....	57
		Class Size (14)	26
		Condition of Insurance Coverage (44)	81
		Court Duty Leave (46).....	82
		Curriculum Study Committee (08).....	23
		Death Benefits (33).....	64
		Economic Fringe Benefits (43).....	77
		Elementary AMPS (66)	93
		Elementary Guidance (65).....	93
		Entry Year Program (74)	104
		Faculty Facilities (29).....	57
		Health and Safety of Staff Members (30).....	58
		Home Instruction (19).....	29
		Hourly Rate (34)	65
		In-service Training (58)	91
		Interschool Mail (63)	92
		Job Sharing (64).....	92
		Lead Teacher (71).....	102
		Lesson Plans (62).....	92

Local Professional Development Committee (72).....	103
Lunch Time and Planning Time (04)	21
Mileage Reimbursement (42)	77
NEOEA Day (10)	24
Non-Discrimination (16)	27
Non-Teaching Duties (05)	22
Number of Working Days (09).....	24
Other Pay Schedules (39)	68
Parental/Family Leave (50)	84
Parental Complaint Procedure (73)	104
Payroll Deductions (41).....	74
Personal Freedom (55).....	89
Personal Leave Deduct (49).....	84
Personal Leave - No Deduct (48).....	83
Personnel Records (56).....	89
Physical Therapists and Occupational Therapists (69)	97
Posting and Interview Procedure (22)	33
Procedures for Non-Renewal, Termination, Suspension, and Continuing Contracts (25)	41
Professional Development Through Travel (53).....	88
Professional Growth (52).....	87
Prorated Salary (37)	66
Reduction in Personnel (24)	37
Reemployment of Retired Teachers (75)	106
Related Teachers (23)	37
Sabbatical Leave (51)	86
Salary and Longevity (31)	59
School Calendar (11)	24
School Discipline and Teacher Protection (27).....	52
School Staff Meetings (07).....	23
Severance Pay (32)	64
Sick Leave (47).....	82
Site-Based Decision Making Joint Study Committee (70).....	98
Sports Supplementals (39).....	68
Staff Participation in School Design (57).....	90
Starting and Ending Times (03).....	21
STRS - Salary Reduction/Salary Restatement (Sheltering) (60).....	92
Substitute Teachers (13)	25
Summer School (17).....	27
Superintendent-EEA Liaison (59)	91
Supplemental Compensation (38)	66
Supplemental Pay for Substitute Work (12).....	24
Supplemental Pay Periods (40).....	74
Teacher Exchange (61)	92
Teachers' Salary Schedule Index	61
Theft Insurance (45).....	81
Time and Method of Salary Payment (35)	65
Tuition Reimbursement (54)	89

		Tutors (67).....	93
		Workday (02).....	17
ARTICLE	V	Conflict of Law.....	107
ARTICLE	VI	Extent and Duration of Agreement	107
ARTICLE	VII	Continuity of Service.....	108
ARTICLE	VIII	Modification of Provisions	109
Appendix A		Contract Overview.....	110
Appendix B		District Forms	114

ARTICLE I

RECOGNITION AND NEGOTIATIONS PROCEDURES

A. RECOGNITION

1. The Elyria City Schools Board of Education, hereafter referred to as the Board, recognizes the Elyria Education Association, Inc., **an OEA/NIA affiliate**, hereafter referred to as the Association, as the **sole and exclusive** representative for all staff certificated under Ohio laws and regulations governing teacher education and certification employed by the Board under a regular written contract which shall include: classroom teachers, school counselors, media specialists, psychologists, itinerant teachers, home liaisons, school nurses, speech and language pathologists, ROTC Instructors, long-term substitutes, building substitutes, lead teachers, instructional coaches, occupational therapists, physical therapists and tutors, and shall exclude casual substitutes and district substitutes.

2. Administrative personnel excluded from the bargaining unit shall include: superintendent, associate superintendent(s), director of human resources, director(s), administrative assistant(s), principal(s), coordinator(s), supervisor(s), assistant principal(s), assistant director(s), business manager

3. Such recognition shall be for the purposes of bargaining collectively in all matters as they affect wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of the existing provisions of this collective bargaining agreement except as otherwise specified in this Agreement.

A long term substitute is a teacher who is employed to fill a specific opening for a consecutive period of more than sixty days resulting when (1) a teacher is granted a leave of absence; (2) a teacher resigns after August 1 during the school year (as defined in ORC Section 3313.62); or (3) a teacher's contract is terminated during the school year. For the purposes of determining whether an employee has worked for more than sixty consecutive days, absences due to illness shall not be considered as a break in consecutive days, nor shall such days be considered days worked for determining whether the employee has worked more than sixty days under this definition.

A building substitute is defined as a teacher who is regularly assigned to a specific building or buildings for a school year as a substitute.

4. The Board will notify the EEA President(s) when it creates a new position and will provide the President(s) with a copy of the job description and whether or not the Board considers the position to be a bargaining unit

1 position. If the EEA disagrees with the Board's determination, it shall
2 within five (5) school days or five (5) calendar days if school is not in
3 session of the notification, meet with the Superintendent/designee to discuss
4 the matter. If no resolution is reached within five school or calendar days, as
5 appropriate, of the meeting, the EEA may demand to arbitrate the issue in
6 accordance with the provisions set forth in Article III, Section J, Step Four.
7 The hearing shall be held in accordance with the AAA expedited arbitration
8 rules.

9
10 The criteria to be used for determining whether or not the position shall be
11 included in the bargaining unit shall be: (1) community of interest with the
12 bargaining unit; (2) supervisory responsibilities with regard to directing,
13 evaluating, hiring or firing bargaining unit members; (3) requirement of an
14 administrative certification under ORC 3319.02; (4) wages; (5) hours; (6)
15 other working conditions; and (7) the District's administrative structure.

- 16
17 5. **All work currently performed by bargaining unit members shall be**
18 **deemed bargaining unit work. When certified applicants are not**
19 **available, the assignment may be temporarily filled by non-bargaining**
20 **unit members and the position will remain posted until filled by a**
21 **bargaining unit member.**

22
23 **B. NEGOTIATIONS PROCEDURES**

24
25 1. Formal Procedures

- 26
27 a. A formal written request for negotiations shall be submitted
28 by either party no later than one hundred twenty (120) days
29 prior to the expiration of this Contract. Within twenty (20)
30 working days of the receipt of said letter, the parties shall
31 **schedule** the first formal session. All formal meetings will
32 be at mutual convenience.
- 33
34 b. Either party may be represented by a team consisting of no
35 more than four (4) representatives, a chief spokesperson and
36 four (4) observers at each formal session.
- 37
38 c. The parties agree to provide each others' negotiations
39 committee, upon request and in reasonable time, both prior to
40 and during formal negotiations, such information as will
41 assist the parties in developing accurate proposals. However,
42 neither party is obligated to gather data or information not in
43 existence or to rework, redraft, summarize or otherwise
44 develop data or information in other than its existing form.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Information made available to the Association in the past shall be continued upon request.

- d. The negotiating parties may create joint study committees with specific purposes, duties and deadlines. Such committees shall meet outside the negotiations procedures and have recommendation powers only.
- e. During formal sessions news releases may be made by mutual agreement.
- f. Tentative agreements, when reached, shall be reduced to writing and initialed by the parties. When total agreement is reached, the negotiations teams shall recommend approval to the Board and the Association for their action.

2. Dispute Resolution

- a. If after sixty (60) calendar days from the first formal negotiations sessions agreement has not been reached on all items under negotiations either party may call for the services of the Federal Mediation and Conciliation Service to appoint a mediator.
- b. The mediator shall meet with the parties or their representatives and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement. The mediator shall not, without consent of both parties, make findings of fact or recommend terms of settlement.
- c. The parties agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C. The parties further agree that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Revised Code provided that the employee organization representing the employees has given an appropriate lawful notice at least ten days before the commencement of the strike. If the ten day strike notice is determined to be unlawful, the ten day notice requirement shall be void.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

d. If during the life of the contract, bargaining is necessary due to impact, severability, or a specified reopener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth above.

C. Definitions

Consensus: As used in this contract, consensus shall mean unanimity or general agreement of all participating.

Long Term Substitute: A long term substitute is a teacher who is employed to fill a specific opening for a consecutive period of more than sixty days resulting when (1) a teacher is granted a leave of absence; (2) a teacher resigns after August 1 during the school year (as defined in ORC Section 3313.62); or (3) a teacher’s contract is terminated during the school year. For the purposes of determining whether an employee has worked for more than sixty consecutive days, absences due to illness shall not be considered as a break in consecutive days, nor shall such days be considered days worked for determining whether the employee has worked more than sixty days under this definition.

Building Substitute: A building substitute is a teacher who is regularly assigned to a specific building for a school year as a substitute.

Half-Day: For the purposes of Article IV, Section 09, a half day shall mean three and one half hours.

Part-Time: Anyone who works less than a full time assignment.

ARTICLE II
EXCLUSIVE RIGHTS

1 The Board and Association agree to certain exclusive rights of each group. These rights
2 include, but are not limited to the following, except as may otherwise be specified in this
3 Agreement:

4
5 A. Board of Education

- 6
7 (1) Determine matters of inherent managerial policy which include, but are not
8 limited to areas of discretion or policy such as the functions and programs of
9 the public employer, standards of services, its overall budget, utilization of
10 technology, and organizational structure;
- 11
12 (2) Direct, supervise, evaluate or hire employees;
- 13
14 (3) Maintain and improve the efficiency and effectiveness of governmental
15 operations;
- 16
17 (4) Determine the overall methods, process, means, or personnel by which
18 governmental operations are to be conducted;
- 19
20 (5) Suspend, discipline, demote, or discharge for just cause; or lay off, transfer,
21 assign, schedule, promote or retain employees;
- 22
23 (6) Determine the adequacy of the work force;
- 24
25 (7) Determine the overall mission of the employer as a unit of government;
- 26
27 (8) Effectively manage the work force: A complete set of forms used by the
28 certified staff will be maintained in each building. Any additions or
29 revisions to said forms will be taken to Superintendent/EEA Liaison for
30 implementation as consensus is reached;
- 31
32 (9) Take actions to carry out the mission of the public employer as a
33 governmental unit.

34
35 B. Elyria Education Association

36
37 (1) Bulletin Board

38
39 Use of bulletin boards and faculty mailboxes for Association information,
40 provided such material does not engage in solicitation for a business or

1 product, or is not contrary to the curriculum, in an area mutually agreed to by
2 the EEA building representative and the building principal.

3
4 (2) Time at Faculty Meetings

5
6 Time at faculty meetings for the Association building representative to make
7 announcements as long as the representative notifies the principal in
8 advance.

9
10 (3) Use of PA Systems

11
12 Use of the building PA system to make announcements prior to or after the
13 student day or at homeroom period, with prior notice to the appropriate
14 building administrator.

15
16 (4) Use of School Equipment

17
18 Use of school equipment for Association business if the equipment is
19 otherwise not in use. Supplies for such equipment will be furnished or paid
20 for by the Association. All equipment will be checked as to condition by the
21 building principal or his/her designated representative and the Association
22 building representative prior to its use so that, in the event of damage or
23 breakage, the Association will be responsible for repair or replacement costs.

24
25 (5) Use of School Buildings

26
27 Use of school buildings in accordance with Board policy governing after
28 school facility use. EEA shall pay for additional costs, if any, which may
29 occur in accordance with the same Board policy.

30
31 (6) Dissemination of Materials

32
33 The Association shall have the right to place organization identification on
34 the mailboxes of all bargaining unit members who are members of the
35 Association, and to place notices, circulars, and other material in all
36 bargaining unit member's mailboxes. Such identification shall not be used
37 for harassment purposes and shall be placed in a location mutually agreed
38 upon by the Association building representative and the building principal.

39
40 (7) School Board Agenda

41
42 Receive prior to each public Board meeting a complete agenda and all
43 pertinent reports not of a confidential nature. The monthly financial
44 statement will be given to the Association after Board action on same.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

Requests for other material shall be handled through the auspices of the Superintendent-EEA Liaison procedure.

A copy of the Board agenda will be mailed to the president of the Association at the same time as it is mailed to the members of the Board.

(8) Personnel Directory

Receive a list of employees by building at the time the list is sent to building principals. An effort will be made to distribute this list by August 20th of each year. Names and addresses (as provided on employment applications) of newly-employed staff members shall be provided to the Association president following the Board approval of their contracts.

(9) Bargaining unit members Orientation

The Association president shall have the right to participate in planning for all district-wide orientation meetings for new staff members, including the right for the EEA executive cabinet and mentor teachers to attend the orientation meetings, provide refreshments, to address new bargaining unit members, and to provide materials to new bargaining unit members.

(10) Right to Access to Buildings of President or Designee

The President of the Association and/or a designee shall have the right to visit schools during a member's planning, conference, lunch time, or before or after the student day. These visits cannot interfere with scheduled faculty or staff meetings.

(11) Copies of Contract

The administration will provide a copy of this contract to all professional staff members at the time of this agreement, or at the time of employment, whichever shall later occur with the cost of printing and the production of an individual being shared between the Board and Association.

(12) No Reprisal Clause

There will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the Association or participation in negotiations, or the grievance process.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

(13) Policy Manuals

Twenty-four (24) copies of the Board Policy Manual shall be distributed to employees as designated by the Association president. Additional copies will be available at a fixed expense to be determined by the Board. A copy will be placed in each building media center.

Under the provisions of the Superintendent-EEA Liaison procedure, the Association will be given the opportunity to advise and make recommendations concerning items to be included in the section of the Board Policy Manual which pertain to members of the negotiating unit.

(14) Time for Bargaining

Negotiation meetings shall not be scheduled during normal school hours except by mutual agreement. If negotiation meetings involving the Board and the Association are scheduled during a school day, the superintendent may elect to grant professional leave to permit participation in such meetings. Released time shall be granted for mediation sessions occurring during the regular school day.

(15) Association Leave

The Board shall authorize absence for 25 days of a noncumulative total, to be used by the Association President or designee and by Association members elected as representatives at the OEA representative assembly. To be valid, an absence leave request for use of this leave must be submitted by the president of the Association to the superintendent or his / her designee.

(16) Association Elections

The Association shall have the right to conduct elections during the duty-free lunch period or before and after student day.

(17) Certificated Staff List

The Association President will receive a list of certificated staff, by building, on or before October 1 of each year.

(18) Fair Share Fee

A. An annual fair share fee will be assessed. Proof of membership shall be provided annually by the Association to the Board's treasurer not later than October 20 during each year of this Agreement by submitting a list of employees' names who are current members of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

the Association. The Association recognizes its obligation to fairly and equitably represent all bargaining unit members whether or not they are members of the Association. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of the Association, shall be transmitted by the Association to the Board's treasurer by October 20 of each year during the term of this Agreement. The Association shall also transmit to the Board's treasurer by October 20 the names of the bargaining unit members who have elected not to join the Association (those who will be paying a fair share fee) as well as those for each bargaining unit member who are Association members. The list shall include the amount of dues for each bargaining unit member. The Board's treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join the Association beginning with the first paycheck after January 15. The annual fair share fee shall be deducted in substantially equal payments for the remainder of the paychecks until the same date in June when Association members' dues deduction cease per Section 41 (B) of Article IV.

B. The Board's treasurer shall inform the Association when there is a newly-hired bargaining unit member after the school year begins within five (5) calendar days of that bargaining unit member being hired. If that bargaining unit member elects not to join the Association, the Association shall inform the Board's treasurer of that within thirty (30) days of that bargaining unit members' date of hire and shall also inform the Board's treasurer as to that bargaining unit member's annual fair share fee prorated. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck after January 15. If an employee retires or otherwise leaves the district, any remaining prorated fair share fee deductions shall be deducted in a lump sum from the employee's final paycheck and forwarded to the EEA Treasurer in the biweekly payment to EEA.

C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. No bargaining unit member is required to become a member of the Association.

The Association on behalf of itself and the OEA and NEA agree to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to the Association within ten (10) working days of receiving the written claim;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose the Association or its affiliates application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

D. All bargaining unit members who are long-term substitutes who are paid at their per diem rate for less than thirty days shall be exempt from this fair share fee provision.

(19) Super Seniority

The EEA President(s) shall be granted super seniority over all other similarly certificated bargaining unit members in the event of a layoff. At the end of his/her term of office, he/she shall return to the status he/she would have had but for the super seniority.

(20) Release Time President

The Association President shall receive release time as per the following parameters:

- A. The Association President will be assigned to a .5 position effective with the beginning of each school year with the remainder of his/ her day as release time to perform his/ her duties as EEA President. The Superintendent shall have the right to assign the President to a position that in his/her judgment has the least impact on the education of students.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

- B. The President shall hold the .5 position during his / her term or the end of the school year, whichever is later, unless mutually agreed otherwise.
- C. At the end of his /her term as President, he/she shall be guaranteed an equivalent position as held prior to assuming the Association Presidency. Such equivalent position shall become effective at the beginning of the school year unless mutually agreed otherwise.
- D. There will be no cost to the Board for the release time in that the EEA shall be responsible for payment of the total cost of the President's compensation and benefits for the release time. This amount shall be remitted to the Treasurer in equal installments on a monthly basis beginning December 1 and the entire amount shall be paid in full by June 1. The terms "compensation and benefits" shall include: wages, the Board's and employee's share of STRS contributions, health insurance costs, which include vision, dental, drug, medical, life insurance, and accident and sickness insurance plans. The EEA cannot utilize Association Leave to compensate the District for its share of these costs. The EEA shall not be responsible for the payment of compensation and benefits for the .5 period of time in which the President is performing his/ her duties under paragraph (c) above.
- E. At no time shall more than one President be granted release time.

ARTICLE III

GRIEVANCE PROCEDURE

- 1 A. The primary purpose of the grievance procedure shall be to expeditiously obtain
2 solutions to grievances which may arise.
3
- 4 B. Grievance is defined as a complaint limited to an alleged violation, misapplication,
5 or misinterpretation of the written provisions of the negotiated agreement between
6 the Association and the Board.
7
- 8 C. A grievant is an individual member, the Association, or group of members of the
9 bargaining unit, alleging a violation, misapplication or misinterpretation of a written
10 provision of this negotiated agreement. A group grievance shall have arisen out of
11 the same circumstances affecting each member of said group. Each member of a
12 group grievance shall be identified on the grievance report form, which may be
13 processed by the Association president or grievance chairperson.
14
- 15 D. A decision on a group grievance applies to all employees in the group and each shall
16 be given a copy of the decision. An employee may withdraw, without prejudice, in
17 writing, from a group grievance anytime before a decision is rendered; however,
18 he/she then waives any right to initiate the same or a substantially similar grievance.
19 No more than three (3) parties to the grievance shall represent the group at hearings
20 for Steps One, Two and Three conducted for resolution of a group grievance.
21 However, this does not preclude members of the group being called as witnesses.
22
- 23 E. Any individual grievance may be withdrawn, without prejudice or record, by the
24 grievant at any time.
25
- 26 F. A day(s) shall be defined as an employee workday(s) in the adopted school calendar,
27 excluding holidays and vacation periods. During summer vacation, day(s) shall be
28 considered weekdays exclusive of weekends and holidays.
29
- 30 G. The number of days indicated at each step is considered a maximum. Either party
31 shall give notice to the appropriate person at the level the grievance is filed, stating a
32 reasonable basis for delaying the filing of, processing of, or responding to the
33 grievance, and the reasons shall be agreed to in writing by both parties.
34
- 35 H. Nothing contained in this procedure shall be construed as limiting the individual
36 right of an employee having a complaint or problem to discuss the matter informally
37 with members of the administration through normal channels of communications as
38 listed under the complaint procedure.
39
- 40 I. There will be no reprisals of any kind taken against any professional staff member
41 by reason of their participation in this process. No records, documents, or

1 communications concerning a complaint or grievance will be placed in the personnel
2 file of any of the participants.
3

4 **J. Meetings and hearings held under this procedure shall be conducted at a time
5 and place which will afford a fair and reasonable opportunity for all persons
6 entitled to be present to attend.**
7

8 K. A grievance which is not resolved informally shall be processed as a formal
9 grievance. The grievance shall be filed with the person whose alleged action
10 precipitated the grievance. The procedures beginning at the lowest
11 administrator/supervisor are as follows:
12

13 **STEP ONE**

14

- 15 1. Within fifteen (15) school days of the alleged incident which is the subject of
16 the grievance, the grievant will reduce the grievance to writing, and will
17 present it to the administrator/supervisor.
18
- 19 2. The Grievance Form shall be dated and initialed by the administrator/
20 supervisor upon receipt.
21
- 22 3. Within five (5) school days after the grievance is submitted, the
23 administrator/supervisor will discuss the grievance with the grievant
24 involved and attempt to resolve it.
25

26 Discussion at this step and any further step shall be confined to the issues as
27 written and stated on the Grievance Form; and to the relief sought. The
28 employee may be accompanied at the meeting by an Association grievance
29 chairman, Association officer, or Association representative. The
30 administrator/supervisor may be accompanied by another administrator.
31

- 32 4. Within five (5) school days after this meeting, the administrator/supervisor
33 will state his/her decision in writing on the Grievance Form and provide a
34 copy to the grievant and the Association president.
35

36 **STEP TWO**

37

- 38 1. If the grievant is not satisfied with the decision concerning his/her grievance
39 made at Step One, the employee may within five (5) school days of receipt
40 of the Step One decision, submit the grievance to the superintendent or
41 designee. The superintendent or designee shall schedule a hearing to be held
42 within ten (10) school days of receipt of the grievance and shall notify the
43 grievant of the time and place of such hearing. The grievant may not be
44 accompanied by an attorney, but may be accompanied by no more than two
45 (THREE WHEN ASSOCIATION IS THE GRIEVANT) of the following

1 persons: Grievance chairperson, Association officer, Association
2 representative. The superintendent and/or his designated administrative
3 representative will conduct the hearing, and may be accompanied at the
4 hearing by a consultant. Any individuals who have pertinent information to
5 the grievance may be called to the hearing by the superintendent or designee
6 or the grievant or the Association so as to facilitate an informal disposition of
7 the grievance.

8
9 2. Within five (5) school days after such hearing, the superintendent shall
10 notify the grievant and Association president of the decision in writing.

11
12 3. **If the superintendent was the administrator rendering the disposition in**
13 **Step I, then this step will be waived.**

14
15 **STEP THREE**

16
17 1. If the grievant is not satisfied by the decision of Step Two, the grievant may
18 within five (5) school days of the date of the decision in Step Two forward
19 the grievance to the Board treasurer who will then forward the grievance to
20 the Board of Education. If so advanced, the grievance shall be placed on the
21 agenda of the next regularly scheduled Board meeting or a special meeting
22 may be called to hear the grievance. The Board treasurer shall notify the
23 grievant of the time and place of such hearing. All hearings shall be in
24 executive session.

25
26 2. The president of the Board or his/her designee shall conduct the hearing.
27 The hearing shall allow for presentation by both sides.

28
29 a. Each hearing shall be held in the presence of all parties and shall
30 consist of: initial presentation of grievant's case, presentation of
31 administrations' case, questioning by Board members, rebuttals by
32 both parties, and final summaries by each side.

33
34 b. Hearings under this procedure shall be conducted at a time and place
35 which will afford a fair and reasonable opportunity for all persons,
36 including witnesses, entitled to be present to attend.

37
38 3. Within fifteen (15) school days after the hearing, the Board shall state its
39 decision in writing and forward a copy to the employee, his/her supervisor,
40 the Association president and the superintendent.

41
42 4. The EEA may at its option bypass this Step and proceed immediately to Step
43 Four. Similarly, the Board may decline to hear a grievance appealed by the
44 EEA to Step Three. If the Board so declines, the EEA may proceed directly
45 to Step Four. If the Board does not accept the Step Three appeal at its next

1 regularly scheduled meeting, it shall be deemed to be declined and the EEA
2 may then proceed to Step Four.
3

4 **STEP FOUR**
5

- 6 1. A. If the grievant is not satisfied with the disposition of the grievance at
7 Step Three, the grievant may request a hearing before an arbitrator,
8 or may request that the Association refer the matter to arbitration and
9 the Association shall determine whether or not to proceed to
10 arbitration. The grievant's request for arbitration shall be made
11 within five (5) days following the receipt of the disposition of the
12 grievance. The grievant's request for arbitration shall be by certified
13 mail with a copy to the superintendent and the Association president,
14 if applicable.
15
- 16 B. In the event the Association determines, at any level of the grievance
17 procedure, that a grievance should not be carried further, the grievant
18 may continue the procedure but shall be liable for any expenses
19 incurred thereafter in such proceeding.
20
- 21 2. Such request for binding arbitration of the grievance shall specify the act or
22 condition upon which the grievance is based, the names and addresses of the
23 parties, the contractual clause(s) alleged to have been misinterpreted or
24 misapplied and the remedy sought. The American Arbitration Association
25 (AAA) will provide both parties with a list of seven (7) names from which
26 an arbitrator will be selected in accordance with the rules of the AAA. A
27 second list of seven (7) names may be requested by either party.
28
- 29 3. Once the arbitrator has been selected, he/she shall conduct a hearing on the
30 grievance in accordance with the voluntary rules and regulations of the
31 AAA.
32
- 33 4. The arbitrator shall set the necessary hearing and issue the decision within
34 such time as may be agreed upon. The decision shall be in writing and a
35 copy sent to all parties present at the hearing. The decision of the arbitra
36 shall be binding and final.
37
- 38 5. *The arbitrator shall not have the authority to add to, subtract from, modify,*
39 *change or alter any of the provisions of this collective bargaining contract,*
40 *nor add to, detract from or modify the language therein in arriving at his/her*
41 *decision concerning any issue presented that is proper within the limitations*
42 *expressed herein. The arbitrator shall expressly confine himself/herself to*
43 *the precise issue(s) submitted for arbitration and shall have no authority to*
44 *decide any other issue(s) not so submitted to him/her.*
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

- 6. Except as provided in this Agreement, the arbitrator 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.
- 7. The costs for the services of the arbitrator, including his/her per diem expenses, if any, shall be born equally by the Association (except as provided in Step Four 1.B) and the Board.
- 8. The grievant(s) may be accompanied by the Association president and the Association representative.

ARTICLE IV

PROFESSIONAL NEGOTIATIONS ITEMS

1 **01 - Bargaining Unit Members Contracts**
2

3 Employees hired by the Board shall be issued written regular bargaining unit
4 member duty contracts or salary notices in accordance with the Ohio Revised Code.
5 Such contracts shall include at least the following information:
6

- 7 1. Name of school district and Board employing said bargaining unit member
- 8
- 9 2. Type of contract, Limited, Continuing or Entry Year.
- 10
- 11 3. Name, address and social security number of bargaining unit member.
- 12
- 13 4. Position (teacher, counselor, etc.).
- 14
- 15 5. Number of days in the school year.
- 16
- 17 6. Education and experience (e.g., B.A. +5).
- 18
- 19 7. Annual base salary.
- 20
- 21 8. Base contract additions, if applicable.
- 22
- 23 9. Longevity, if applicable.
- 24
- 25 10. Provision for the signature of the bargaining unit member and the date of
26 such signing.
- 27
- 28 11. Provision for the signature of the Board President and Treasurer.
- 29
- 30 12. If there is a conflict between the written regular bargaining unit member's
31 duty contract and/or salary notice and a provision of the Master Agreement, the
32 Master Agreement shall prevail.
- 33
- 34 13. An updated salary notice will be issued when a change in salary status
35 occurs.
- 36

37 **02 - Workday**
38

39 A. The workday for the bargaining unit member is set forth in the following
40 subsections. As used in this section, conference and planning time is defined as a total time
41 the teacher is required to be at school excluding time assigned to teach and / or supervise

1 and excluding a thirty minute duty free lunch. Bargaining unit members shall be free to
2 leave on Friday or the last day of the week as soon as school is dismissed but after most
3 students have had an opportunity to leave the building or premise. A bargaining unit
4 member may leave earlier only with the permission of his/ her supervisor. However, the
5 scheduled conference and planning time following dismissal of students is to be counted in
6 the weekly accrual of conference and planning time even though the teacher is allowed to
7 leave early.

8
9 B. Secondary Classroom Teachers

- 10
11 1. With the exception of those classes that traditionally have multiple
12 periods such as laboratory classes, industrial or vocational education,
13 music, art, physical education or duty under Article IV, Section 13,
14 the instructional load is not to exceed five full period classes or the
15 equivalent as defined by the total number of instructional minutes in
16 the Building Master Schedule unless otherwise agreed to by the
17 teacher.

18
19 If the teacher agrees to the greater load or is assigned the greater load
20 under the exception clause, they shall be relieved of any duty
21 assignment. Extra duties shall be defined as those duties performed
22 for more than five (5) minutes with the exception of homeroom duty.
23 Every effort will be made to establish class schedules to be
24 instructionally sound.

- 25
26 2. The total time a high school teacher / or high school counselor will
27 be required to be at a school except as provided in Article IV,
28 Sections 06 and 07 shall not exceed 7 hours and 35 minutes.
29 Instructional time shall be determined as set forth in (B) (1) above.

- 30
31 3. The total time a **middle school** teacher / or **middle school** counselor
32 will be required to be at school except as noted in Article IV,
33 Sections 06 and 07 shall not exceed 7 hours and 35 minutes.
34 Instructional time shall not exceed 6 hours and 15 minutes.

- 35
36 4. Except as provided in Article IV, Section 12, secondary classroom
37 teachers shall be entitled to a thirty (30) minute duty free lunch and a
38 minimum of two hundred and forty (240) minutes of conference and
39 planning time each five (5) day week.

40
41 C. Elementary AMPS

- 42
43 1. For the duration of this agreement, the following conditions shall be
44 implemented.
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- a. In grades **full –day kindergarten** through 3, each classroom shall be scheduled within a range of 25 to 35 minutes per week for each AMPS subject.
- b. In grades 4 through 6, each classroom teacher shall be scheduled within a range of 30 to 40 minutes per week for each AMPS subject.
- c. Kindergarten teachers shall receive no less than sixty (60) minutes of AMPS per week. This does not insure equivalent amounts of art, music, and physical education time. The superintendent and his/her designee(s) and the Elyia Education Association representatives will meet each July to review the AMPS for kindergarten if either party determines it is necessary.
- d. AMPS teachers will **upon request meet with the building administrator to discuss** their building schedules.

- 2. Special Education Related Services, teachers of Art, Music and Physical Education, shall maintain the same time schedule as the teachers of the building to which they are assigned regarding arrival and departure. If assigned to an elementary building and a secondary building the same day, they are to follow a schedule not to exceed 7 hours and 35 minutes.
- 3. Such teachers shall be entitled to a thirty (30) minute duty free luncheon. Elementary AMPS shall have a minimum of two hundred and forty (240) minutes of conference and planning time in each five (5) day week.
- 4. Elementary AMPS teachers shall be permitted to use three (3) of five (5) elementary conference half-days in their respective buildings as determined by the administration. The remaining two half-days shall be used for departmental in-service under the appropriate supervisor or administrator.
- 5. Elementary Art teachers, who order and maintain supplies for their buildings shall be provided one (1) day extended time prior to the start of the school year at the teacher's per diem rate.

D. Elementary Classroom Teachers

- 1. The total time an elementary classroom teacher /or elementary counselor will be required to be at school, with the exceptions noted

1 in Article IV, Sections 06 and 07, shall not exceed seven (7) hours
2 and fifteen (15) minutes. The instructional day shall not exceed five
3 (5) and one-half hours which excludes a 30 minute duty free lunch.
4 On parent-teacher conference days, the teacher /or elementary
5 counselor workday shall not exceed six (6) hours and forty-five (45)
6 minutes exclusive of lunch.
7

8 2. An elementary classroom teacher who has a full time equivalent
9 classroom teaching assignment shall have a minimum of two
10 hundred and forty minutes (240) minutes of preparation time during
11 each five (5) day work week during which he/she shall not be
12 assigned duties. Such time shall be construed as protected time for
13 use of planning, lesson preparation, conference duties, and/or staff
14 meetings. AMPS time shall be considered protected time and shall
15 be in addition to the 240 minutes of conference and planning time
16 specified above. Time away from the classroom for AMPS shall be
17 utilized for conference, planning or material preparation.
18

19 3. If an elementary teacher is assigned to student activity supervision
20 outside the student day, he/she shall receive compensatory time equal
21 to such time spent outside the student day. This section does not
22 apply to activities supervised beyond the workday, i.e., camping
23 and/or outdoor program and field trips.
24

25 4. Nothing herein shall be construed as precluding additional
26 conference time.
27

28 E. Psychologist and Home Liaisons
29

30 Psychologist and Home Liaisons shall have an eight (8) hour workday which
31 shall include a thirty (30) minute duty free lunch.
32

33 F. Supervisory Duties
34

35 The assignment of supervisory duties **of students** will be scheduled in
36 accordance with Section 03.3. Any unassigned time shall be considered to
37 be conference and planning time.
38
39

1 **03 - Starting and Ending Times**

2
3 1. The school starting and ending times will be as follows:

4
5 **MIDDLE** **HIGH** **ELEMENTARY** **KV and** **SPRING**
6 **SCHOOL** **SCHOOL** **Spring Valley** **VALLEY EC**
7 **Full-Day K**
8
9 Teachers Report 7:15 a.m. 7:40 a.m. 8:15 a.m. 8:45 a.m. **8:45 a.m.**
10 Doors Open 7:25 a.m. 7:45 a.m. 8:55 a.m. 9:15 a.m. **9:15 a.m.**
11 Classes Start 7:30 a.m. 7:55 a.m. 9:10 a.m. 9:30 a.m. **9:15 a.m./12:45 pm**
12 Classes End 2:15 p.m. 2:36 p.m. 3:10 p.m. 3:30 p.m. **11:45 am/3:15 pm**
13 Teachers Leave 2:35 p.m. 3:00 p.m. 3:30 p.m. 3:50 p.m. **3:50 p.m.**

14
15 a. If it becomes necessary to change the starting and ending times due
16 to transportation or other such logistical issues, the issue will be
17 brought before EEA-Liaison for discussion and resolution.

18
19 2. The teacher reporting and leaving times may be modified by the building's
20 site based committee. The site-based committee shall have as a goal to
21 develop a 40 minute block of time in the a.m. for collaboration at the
22 elementary level.

23
24 3. The site-based committee will, where appropriate, develop a rotating teacher
25 supervisory schedule of no more than 10 minute blocks. Any teachers who
26 have supervisory responsibility will have his/her workday adjusted to
27 compensate for the supervisory time.

28
29 4. All site-based recommendations under 2 and 3 above shall be reported to the
30 Superintendent-EEA Liaison Committee no later than September 15 of each
31 school year.

32
33 **04 - Lunch Time and Planning Time**

34
35 **A.** During time designated as duty-free lunch periods, bargaining unit members
36 may receive visitors and/or leave the building on personal business after
37 notifying the office.

38
39 **B.** During the time designated for planning, preparation, and conference,
40 bargaining unit members may receive visitors and/or leave the building after
41 first notifying the Building Principal or designee. **Planning time will be**
42 **assigned to employees as evenly and equitably as possible throughout**
43 **the work week.**
44

1 **05 - Non-Teaching Duties**

2
3 It is not the intention of the Board of Education to regularly assign bargaining unit
4 members to non-teaching duties beyond the workday. The Board and Association
5 recognize that exceptions to this statement may occur.
6

7 If non-teaching duties need to be assigned to bargaining unit members, outside of the
8 teacher's workday, the Administration shall first seek volunteers to perform such
9 duties. If volunteers are not available, bargaining unit members shall be assigned in
10 an equitable manner and granted compensatory time equal to the time of the
11 non-teaching duty.
12

13 **06 - After School Conferences**

14
15 A. Building Meetings
16

17 Nothing in a teacher's workday shall be construed as making mandatory
18 attendance at meetings called by the building principal which extend more
19 than one hour beyond the end of the workday except Open House unless
20 compensatory time is provided.
21

22 B. Parent-Teacher Conferences
23

24 Parent-teacher conferences which extend more than one hour beyond the end
25 of the workday will be held at a mutually agreed time by bargaining unit
26 member and parent. An amount of time equal to conference periods
27 scheduled after more than one hour beyond the end of the workday will be
28 given the teacher at a time mutually acceptable between bargaining unit
29 member and principal, said time to be equal to the time normally used for
30 scheduled parent-teacher conference. Buildings, through their site-based
31 committees, or written individual teacher / principal agreement may adjust
32 their conference day schedules to accommodate evening conferences or
33 other conference schedules.
34

35 Bargaining unit members who wish to assure that a building administrator
36 will be available in the building during such conferences that may be
37 scheduled after the regularly scheduled day for bargaining unit members
38 shall make arrangements with the building principal prior to scheduling of
39 the conference.
40

41 C. Makeup Conferences
42

43 The makeup of regularly scheduled conferences missed as a result of
44 legitimate bargaining unit member absence shall be determined by
45 consultation between the bargaining unit member and the building principal.

1
2 Makeup conferences deemed necessary by the above will be scheduled by
3 the bargaining unit member. The makeup conference is not to interfere with
4 the daily thirty-minute duty-free lunch and should be accomplished within
5 the conference and planning time presently included in the Master Contract
6 in Section 02.
7

8 **07 - School Staff Meetings**
9

10 For the purpose of building meetings, the employee's work schedule may be
11 extended at the discretion of the building principal not earlier than 7:00 a.m. and not
12 more than one hour beyond the regularly scheduled school day for employees unless
13 compensatory time is granted. A bargaining unit member shall not be required to
14 attend more than one such meeting in any particular day.
15

16 District-wide meetings may be called by the superintendent or designee upon
17 approval by the superintendent. Such meetings will not extend more than one hour
18 beyond the end of the workday unless by mutual agreement. Mandatory meetings
19 may be called throughout the year by authorized central office personnel.
20 Mandatory meetings will be considered as one of the four meetings per month that
21 employees may be required to attend. If attendance is mandatory, as much notice as
22 is reasonably possible will be given.
23

24 The total number of building level and district-wide meetings will not exceed four
25 (4) such meetings per month unless agreed to by the employee. Exceptions may be
26 made for specially funded district-wide projects by mutual agreement between the
27 building principal and building staff.
28

29 Individuals holding a supplemental contract such as a Department Chair or an
30 extended duty contract such as a school counselor may be required to attend no more
31 than five meetings per month inclusive of any building level or district wide
32 meetings they are required to attend.
33

34 **08 - Curriculum Study Committee**
35

36 Committees may be appointed to make recommendations with respect to the
37 following:
38

- 39 1. New adoptions for textbooks and supplementary materials.
- 40 2. **Review/Revisions of assessments, curriculum maps, and materials**
41 **currently in use.**
- 42 3. **Integrating curriculum with state standards.**
43
44
45

1 An effort shall be made to include on the committee a majority of bargaining unit
2 members from those curricular areas involved in the study and in keeping with the
3 criteria cited in the job posting. **Any curriculum study work done outside regular
4 school hours, whether during the school year or during the summer, will be
5 compensated at the hourly rate set forth in Section 34.**
6

7 **09 - Number of Working Days**
8

9 The number of working days for employees shall consist of 180 instructional days
10 and five (5) in-service days. Should the Board be required by law to provide paid
11 holidays for bargaining unit employees, the required holidays will be placed on the
12 school calendar without any additional compensation for bargaining unit members.
13 Paid holidays, if any, will not be counted as working days.
14

15 The five (5) in-service days shall consist of: one (1) days at the beginning of the
16 school year with the equivalent of one half (1/2) day for district and / or building
17 meetings and the other one half (1/2) day for elementary and secondary work day;
18 November = one (1) day elementary work day; and one (1) day secondary work day;
19 January = one (1) day elementary and secondary in-service; End of the 3rd grading
20 period = one (1) day elementary work day and one (1) day secondary work day;
21 June = one (1) day at the end of the year for bargaining unit members to process
22 records and reports. For the purpose of this section, a half day shall mean three and
23 one half hours.
24

25 **10 - NEOEA Day**
26

27 The day on which NEOEA meets shall not be considered a part of the required
28 working days set by the Board of Education and will not be one of the days upon
29 which the employee's salary is based.
30

31 **11 - School Calendar**
32

33 At the January Superintendent-EEA Liaison meeting, the Association President shall
34 first be provided copies of the proposed calendars. Prior to Board action to adopt or
35 to amend the school calendar, the Association will be provided the opportunity to
36 make recommendations regarding such calendar and/or any revisions pertaining
37 thereto.
38

39 **12 - Supplemental Pay for Substitute Work**
40

41 When in the absence of a classroom teacher for whom a suitable substitute is
42 unavailable another classroom teacher is temporarily assigned to instruct or
43 otherwise supervise the pupils of the absent teacher, provision for additional
44 compensation will be made as indicated below:
45

1 a. A secondary classroom teacher will be paid on the basis of the hourly rate as
2 specified in the item entitled Hourly Rate for any of his/her planning,
3 preparation, and conference time during the student day that he/she is
4 required by the principal or designee to utilize for instructing/supervising the
5 pupils ordinarily assigned to an absent classroom teacher for the given time.
6

7 b. An elementary classroom teacher or AMPS teacher will be paid on the basis
8 of the hourly rate as specified in the item entitled Hourly Rate for the time
9 that he/she is required by the principal or designee to instruct/supervise the
10 pupils ordinarily assigned to an absent teacher for the given time, or will be
11 paid a prorated amount if the pupils are divided among several teachers.
12

13 During a time scheduled for a special teacher of elementary Art, Vocal
14 Music, or Physical Education (AMPS), if such special teacher is absent from
15 their regularly assigned duty without a substitute, the regular classroom
16 teacher or AMPS teacher will be paid at the hourly rate stipulated above for
17 conducting the AMPS instruction for his/her class during such time.
18 Exception to this procedure is when the AMPS teacher(s) is reassigned in
19 building to prepare for a school-wide program.
20

21 Payment for duties referred to above will be made no later than two (2) pay
22 periods after such duties are performed if the treasurer's office receives the
23 prescribed application within five (5) days of the date the work was
24 performed.
25

26 c. At the beginning of the school year, a volunteer list shall be posted so that
27 interested bargaining unit members may sign up to volunteer to cover classes
28 under this section. The principal shall first seek volunteers, assuming it will
29 not materially affect the educational process, to cover the classes. If no
30 volunteer is available and another teacher must give up his/her conference
31 and planning time, the principal will do so on a rotation basis.
32

33 **13 - Substitute Teachers**

34

35 The administration shall attempt to obtain substitutes for all absent regular classroom
36 teachers (as reported in the current Ohio Department of Education SF-1 Form.),
37 Special Education classroom teachers, and teachers of elementary Art, Music, and
38 Physical Education. The provisions for substitutes as defined in the item
39 Supplemental Pay for Substitute Work shall apply when substitutes are not secured
40

41 In order to minimize the occasions that enough substitutes cannot be secured, the
42 administration shall maintain an adequate pool of substitutes throughout the school
43 year.
44

1 The classroom teacher may request through the principal or designee that a
2 particular substitute be returned or not be returned to his/her classroom. Such
3 request shall be in writing stating documentable reasons for the request and a copy
4 shall be forwarded to the director of human resources.
5

6 The regular teacher shall make available for use of the substitute teacher lesson plans
7 and any other information or materials which will be helpful in carrying out the
8 specific duties of the assignment. These materials will be made accessible to the
9 substitute teacher in accordance with procedures established by the building
10 principal.

11
12 Copies of the substitute teacher's report form shall be given to the teacher and the
13 principal.
14

15 **14 - Class Size**

16
17 The Board of Education shall follow the mandated student/teacher ratio established
18 by the State Department of Education.
19

20 Prior to the beginning of the school year, the EEA President and Human Resources
21 Director shall meet to review the most recent student enrollment numbers and
22 projected class size numbers.
23

24 A Standing Class Size Review Committee shall be formed prior to the last teacher
25 work day of each year. The committee shall consist of:

- 26
27 1. The superintendent or designee;
- 28
29 2. The president of the Association or designee;
- 30
31 3. Three members appointed by the superintendent;
- 32
33 4. Three members appointed by the President of the Association (One
34 elementary, one Junior High, and one Secondary).
35

36 The EEA President and Director of Human Resources shall meet with the
37 Committee prior to the end of the school year, no later than May 1, to review the
38 most recent student enrollment numbers and any projected class size numbers.
39 Similar meetings shall be held no later than August 15 and the second week of
40 October.
41

42 A teacher may file a complaint with the principal regarding class size beginning
43 with the Friday after Labor Day or the first Friday of the second semester.
44

1 The affected teacher and/or principal shall have the opportunity to make a
2 presentation to the committee. The committee shall have authority to investigate
3 complaints regarding class size and to make recommendations with respect to such
4 complaints. The committee shall consider, among other things, the number of
5 students with IEPs, the severity of the disability, and the supportive services
6 provided by the District for the student.
7

8 The committee shall meet within five days of the time a complaint is filed with the
9 principal.
10

11 The committee shall make its advisory recommendation to the superintendent, the
12 EEA President and to the teacher(s) and building principal involved within three (3)
13 workdays of its meeting.
14

15 The principal and teacher shall submit a written follow up outlining the actions
16 taken and results to the Standing Class Size Committee within fifteen (15)
17 workdays following receipt of the recommendation.
18

19 **15 - Administrative Positions**

20
21 *Vacancies for any certificated position included in the administrative salary schedule*
22 *shall be publicized by sending a written notice to each building for posting in the*
23 *principal's office, faculty lounge, or other appropriate place in each school or*
24 *department, except when schools are not in regular session. Postings will be listed*
25 *on the District's web site.*
26

27 *Notice of vacancy shall clearly set forth the qualifications for the position.*
28 *Bargaining unit members who desire to apply for such vacancies shall file their*
29 *application in writing with the director of human resources within the time limit*
30 *specified in the notice.*
31

32 *Additional listings of negotiating unit vacancies will be made as indicated in the*
33 *item on Bargaining Unit Member Transfer (See item 21).*
34

35 **16 - Non-Discrimination**

36
37 The Board and the Association will not discriminate against any employee because
38 of race, creed, color, age, sex, handicap, or national origin. **The employer shall not**
39 **discriminate against employees because of membership in the union or**
40 **participation in union activities.**
41

42 **17 - Summer School**

43
44 A. A list of probable summer school positions will be sent to each building for
45 posting by the principal. Postings will be listed on the District's web site.

1 The list will be posted at least three weeks prior to the Board's action to
2 employ summer school bargaining unit members. If necessary, a subsequent
3 notice will be sent announcing positions for which a probable need is later
4 identified. In addition to the probable positions the list shall include at least
5 the following information:
6

- 7 a. Effective starting date
- 8
- 9 b. Deadline for application
- 10

11 B. The Summer School Director shall select, assign, and recommend to the
12 Board bargaining unit members to be employed for summer school.
13 Consideration for selection will be made from the properly certificated
14 applicants based on the following priorities:
15

- 16 a. Elyria school personnel
- 17
- 18 b. Instructional effectiveness
- 19
- 20 c. Prior successful services in summer school
- 21
- 22 d. Length of service in Elyria
- 23

24 C. Bargaining unit members to be recommended for employment will be
25 notified of such intention by June 1 to the extent that the need for summer
26 school teachers has been determined by that time. Other employees that
27 have applied may inquire of the summer school director as to their status.
28

29 **18 - Adult Basic and Literacy Education**

30

31 A. A list of probable Adult Basic and Literacy Education (ABLE) school
32 positions will be sent to each building for posting by the principal. Postings
33 will be listed on the District's web site. The list will be posted at least three
34 weeks prior to the Board's action to employ ABLE teachers. If necessary, a
35 subsequent notice will be sent announcing positions for which probable need
36 is later identified. In addition to the probable positions the list shall include
37 at least the following information:
38

- 39 a. Effective starting date
- 40
- 41 b. Deadline for application
- 42

43 B. The superintendent shall select, assign, and recommend to Board teachers to
44 be employed for ABLE. Consideration for selection will be made from the
45 properly certificated applicants based on the following priorities.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- a. Elyria school personnel
- b. Instructional effectiveness
- c. Prior successful services in Adult Basic and Literacy Education
- d. Length of service in Elyria

C. Staff members to be recommended for employment will be notified of such intention at least one week prior to the starting date for ABLE to the extent that the need for ABLE teachers is determined by that time. Other employees that have applied may inquire of the ABLE director as to their status.

19 - Home Instruction

Information will be sent to the building principals for posting regarding the possible need for teachers of pupils who may be approved for state-reimbursed home instruction. Interested bargaining unit members may submit their names at any time to the Pupil Services office indicating the areas in which they are qualified to teach

Assignments will be made in the following priorities:

- 1. Classroom Teacher
- 2. Teachers from the student's home school
- 3. Regular certificated personnel of the Elyria City Schools
- 4. Other certificated persons

In the event the student's teacher has not indicated a prior interest, the teacher will still be granted first choice upon application.

20 - Assignment

As used in this section, the term "assignment" shall mean intrabuilding movement.

A written notice of the grade level or subject area assignment as authorized by the superintendent or designee will be given to returning employees by the last day of the school year if a change in assignment is expected to the extent known at that time. Unless such a notice is received, the employee is assigned to the same assignment as held the previous year.

1
2 Prior to the issuance of such written assignment notices to bargaining unit
3 members, each principal or designee will communicate with bargaining unit
4 members within his/her area of responsibility concerning proposed regular
5 teaching duty assignments for the next school year, and will provide an
6 opportunity for bargaining unit members to discuss assignments with the principal
7 or designee.
8

9 If a change in a teacher's regular teaching duty assignment becomes necessary,
10 including those occurring during the summer, an attempt will be made by the
11 Superintendent or designee to discuss the proposed change of assignment prior to
12 giving the bargaining unit member a written notice of assignment change.
13

14 Once school has started, assignment changes will be made only under
15 extraordinary circumstances.
16

17 Assignments may be made for building, systemic or educational needs. Upon
18 request of the bargaining unit member or Association designee, the rationale shall
19 be shared with the affected bargaining unit member and the Association President.
20 Assignments shall not be arbitrary or capricious.
21

22 Bargaining unit members displaced due to declining enrollment will be placed
23 according to Section 21 (B) (2). All vacancies within a building due to
24 resignation, retirement, death, non-renewal, establishment of a new position or
25 termination shall be filled in the following manner:
26

- 27 1. The building principal may reassign bargaining unit members for building,
28 systemic or educational needs. Upon request, the rationale shall be shared
29 with the affected bargaining unit member and the Association President.
30 The assignment shall not be arbitrary or capricious.
31
- 32 2. Any remaining openings will be announced at a building staff meeting.
33 After the opening is announced to the regular bargaining unit members
34 within the building, it will be posted in accordance with the posting
35 procedure set forth in Section 22.
36

37 Secondary Openings

38
39 If changing enrollment at the secondary level requires realignment of courses
40 and/or classes, volunteers within the affected building staff will be first sought
41 before any involuntary changes in courses and/or classes will occur.
42
43
44
45

1 Special Program Teachers
2

3 Bargaining unit members in special programs such as special education shall have
4 the same opportunity to be considered for a regular classroom position as stated
5 for general education teachers in this section. The involuntary transfer of special
6 education teachers shall be in accordance with the voluntary transfer provisions
7 set forth above.
8

9 **21 - Bargaining Unit Member Transfer**
10

11 All transfers shall be classified as Voluntary or Involuntary. As used in this
12 section, the term "transfer" shall mean movement between buildings. The
13 following procedure shall be followed in each transfer classification.
14

15 A. Voluntary Transfer
16

- 17 1. Annually bargaining unit members may submit a general request
18 for transfer to another bargaining unit position for the following
19 school year for which an opening may occur in the future. Such
20 request shall specify schools and/or positions which the bargaining
21 unit member would prefer or would reject. Such requests shall be
22 submitted by the close of business of the second Friday in January.
23
- 24 2. *Beginning the second Friday in January through July 10, the*
25 *Human Resource Department shall publish a listing of vacant*
26 *teaching positions available for the coming school year as they*
27 *occur. Posted lists shall include all positions vacated during the*
28 *school year for which a long-term substitute was employed and to*
29 *which the vacating person is not eligible to return by reasons of*
30 *parental leave, or other approved reason. The listing shall be*
31 *available to all bargaining unit members. Bargaining unit*
32 *members may submit written transfer requests in response to the*
33 *specific openings on the published listing. Such request shall be*
34 *submitted within seven (7) calendar days after date of posting*
35 *unless otherwise noted. Any vacancy the Administration is aware*
36 *of before July 10 will be posted in accordance with the posting*
37 *procedure.*
38
- 39 3. A copy of all postings shall be provided to the EEA president. The
40 postings shall state the grade level and/or subject area and
41 building. These positions shall be posted in a prominent place in
42 each building on a weekly basis during the school year and
43 thereafter at the district office and the high school until July 10th.
44 A weekly update will also be available by phone mail. In addition,

1 all posting for any certificated vacancy, including administrative
2 vacancies, shall be listed on the District's web site.
3

- 4 4. Unless canceled in writing, all requests for transfer shall be
5 considered in effect until August 15 and consideration shall be
6 given to seniority and qualifications when an applicable vacancy
7 occurs.
8
- 9 5. If requested at the time of submission of the transfer request,
10 arrangements will be made for bargaining unit members being
11 considered for transfer to visit the prospective building and
12 interview with the principal or team at that building unless either
13 bargaining unit member or principal is not available.
14
- 15 6. Applications for positions shall be submitted to the director of
16 human resources within seven (7) calendar days following the
17 posting.
18

19 B. Involuntary Transfer
20

- 21 1. The Director of Human Resources may initiate the transfer of a
22 bargaining unit member from one position to another to meet the
23 changing administrative needs of the school system and to provide
24 programs based on student need. Transfers initiated under this
25 Article shall not be arbitrary and/or capricious.
26
- 27 2. If a building needs to reduce bargaining unit members due to
28 enrollment decline, said bargaining unit members shall be treated
29 as "displaced bargaining unit members".
30
- 31 a. The bargaining unit member may first be reassigned to a
32 vacancy within their current building.
33
- 34 b. Preference of grade, subject, building previously submitted
35 voluntary transfer forms will be given consideration.
36
- 37 3. When a transfer is involuntary, the bargaining unit member shall
38 be consulted and then notified in writing at the earliest possible
39 time before the effective date of the transfer.
40
- 41 4. When involuntary transfers are to be made, the recommendations
42 of principals concerned will be considered.
43
- 44 5. Involuntary transfers shall be subject to expedited grievance
45 arbitration.

- 1
2 6. A bargaining unit member who has been involuntarily transferred
3 may bid on open positions for which the bargaining unit member is
4 qualified as they are posted.
5

6 A transferee from an established position to fill a new position or vacancy for
7 which a candidate for employment or a voluntary transferee is not available, may,
8 at the conclusion of the year request, through the Human Resources Director,
9 transfer to an available opening for which the person is certified / licensed and
10 highly qualified. That request will be given preference over requests for transfer
11 (Unless otherwise noted, "highly qualified" refers to compliance with federal law
12 and /or state licensure standards.)
13

14 Prior to transfer the bargaining unit member(s) may schedule a conference
15 concerning the transfer with the director of human resources at a mutually
16 agreeable time.
17

18 C. Building Consolidations
19

- 20 1. When buildings are closed or consolidated, bargaining unit
21 members in those buildings are considered to be "displaced
22 bargaining unit members."
23
24 2. The Administration and EEA shall jointly survey the displaced
25 bargaining unit members to find their preferences as to grade,
26 subject and building.
27
28 3. Displaced bargaining unit members shall be assigned in order of
29 seniority giving consideration to their preferences (see #2 above)
30 whenever possible.
31
32 4. Following placement of displaced bargaining unit members, then
33 voluntary transfer requests shall be given an opportunity of
34 interview and be placed, after which a general posting shall be
35 made in accordance with A.3 above.
36

37 **22 Posting and Interview Procedures**
38

- 39 A. Each building shall establish an interview team for each certified
40 bargaining unit vacancy.
41
42 B. The interview team shall be selected by the Principal and the Building
43 Representative. If the vacancy to be filled is a district position, the
44 Program Coordinator and the Association President or designee shall
45 select the interview team. In addition to the building interview team, every

attempt will be made to include at least one (1) bargaining unit member who will be working directly with the candidate.

C. The Principal, Program Coordinator, Building Representative and Association President shall be trained in techniques that afford a consistent and uniform interviewing of all candidates.

D. Following the procedures in Section 20 and 21, voluntary transfers and bidders within the District will be interviewed.

The Director of Human Resources will provide the building interview committee a list of the voluntary transferees and bidders who are appropriately certified / licensed and highly qualified for each position. The transferees and bidders will be listed and interviewed according to each transferee's and bidder's date of hire. If the transferee/bidder is not available at the time the interview is scheduled, the committee will decide if and when the interview will be rescheduled.

If and only if no bargaining unit member is acceptable to the committee, then applicants outside the bargaining unit maybe interviewed.

E. Building Interview Committees

The building Interview Committee shall not be required to interview the same individual for multiple positions within the building. However, the individual may be required to undergo additional interviews for a different position with a building if requested to do so by the Building Interview Committee. The bargaining unit interviewees shall be notified in writing of the outcome of the interview within ten (10) work days, or ten (10) calendar days if the interviews are conducted while school is not in session, after the interview committee makes its selection.

The building interview committee shall determine the methods used by the interview committee.

F. The Director of Human Resources shall be responsible for uniform and consistent posting of all certified vacancies. All applicants, both internal and external, must file his/her application with the Office of the Director of Human Resources. If the application is not filed with the Office of the Director of Human Resources within the application period, it will not be considered.

G. Upon request to the Director of Human Resources, an internal applicant who is not selected for the position shall be given an opportunity to view his/her composite rating explaining the committee's rationale for the final

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

selection. The applicant shall not have the right to grieve the substance of the composite rating.

- H. The Director of Human Resources will meet with the Association President at least annually to identify high need areas for new bargaining unit member recruiting purposes. The members of the high need area interview committee shall select a representative to attend hiring fairs with the Director of Human Resources. The District will be permitted to offer contracts at the hiring fair to those individuals in identified high need areas. Those individuals offered contracts at the hiring fairs will not be subject to the same interview and hiring process as other new employees and the District has the right to assign these individuals to a vacant position within the District.

- I. Prior to the end of the school year, the Association President and Director of Human Resources shall meet and establish an interview procedure for those vacancies considered during the summer months.

Bargaining Unit Member Transfer Request

Name _____ Date of Request _____

School _____ Type of Certificate/License _____

Current Assignment _____ Years in Present Position _____

_____ I wish to apply for a transfer

Elementary changes in order of your priority:

Grade Level Interests: _____

Building Preferences: _____

Secondary interests other than current placement:

Grade Level Interests: _____

Subject Assignment (s): _____

Building Preferences: _____

This form must be received by the Director of Human Resources no later than the second Friday in January.

1 **23 - Related Teachers**

2
3 Related teachers may be assigned to the same building.
4

5 **24 - Reduction in Personnel**

6
7 I. The following definitions are applicable to this item:

8
9 A. “Employer” refers to the Board and the superintendent in their
10 respective or combined functions relative to the determination of
11 personnel needs and the employment, non-renewal, termination, or
12 suspension of contracts of employees pursuant to the provisions of
13 the Ohio Revised Code.

14
15 B. “Teaching field” or “field” refers to a specific area of certification
16 /license as designated on the certificate /license issued by the Ohio
17 Department of Education, but does not include a temporary
18 certificate or license.

19
20 C. “Seniority” refers to the length of the most recent period of
21 continuous service in the Elyria City School District for full time and
22 part time (minimum .5) personnel. The seniority begins to run as of
23 the date an employee assumes the duties of his/her position (not
24 necessarily the same as the date scheduled to assume the duties).
25 Continuous service for a given period means that the employee has
26 been under contract for active service for each employee workday
27 designated on the Board-adopted calendar(s) for that period.
28 Effective with the 1982-83 contract year authorized leave of absence
29 for not to exceed two consecutive calendar years from the beginning
30 date of the leave for any given leave and approved sick leave, assault
31 leave, and personal leave days will be counted both for seniority and
32 continuous service. There is no building seniority.

33
34 D. “Attrition” refers to a reduction in the number of employees resulting
35 from not employing replacement for employees who die, retire,
36 resign, or whose limited contracts are not renewed on the basis of
37 performance.

38
39 E. When a long-term substitute is hired as a regular employee with no
40 break in service, placement on the seniority list will be determined by
41 the last date hired.
42
43
44

1 II. Except as provided in Section K, below, the following procedures will
2 govern the reduction in the number of employees made necessary as
3 determined by the Employer through decreases in student enrollments,
4 curricular changes, and shortage of funds.
5

6 A. Attrition. The reduction in staff will first be accomplished through
7 attrition insofar as it is possible to do so.
8

9 B. Long term substitutes and building substitutes, if any, shall be
10 nonrenewed.
11

12 C. Suspension of Contracts. If the employer determines that further
13 reduction is necessary, additional reduction will be made by
14 suspending limited contracts of employment. Such employees will
15 be suspended in the order of their seniority beginning with persons
16 having the lowest seniority. Seniority will be applied as described in
17 this section.
18

19 Reductions will be achieved in accordance with the procedures for
20 suspension of contracts as set forth in Section 3319.17, Ohio Revised
21 Code. Employees with continuing contracts will be the last to be
22 considered for contract suspension, and within such group of
23 employees those with the lowest seniority in their field will be the
24 first to have their contracts suspended.
25

26 D. Application of Seniority. Seniority as a criterion for determining the
27 order of suspension of contracts will be applied by teaching field to
28 those employees who hold valid certification in the respective fields.
29 A temporary certificate or license shall not be considered "valid
30 certification" under this section.
31

32 E. Tie-Breaking Procedures. If all persons with the same seniority as
33 applied in D, above, do not need to have their contracts suspended,
34 the tie-breaking procedures below will be followed in order of
35 priority:
36

37 1. The larger the number of years of service in the Elyria City
38 School system prior to the latest uninterrupted period upon
39 which the seniority is based, the greater the seniority.
40

41 2. Within any group formed by the application of 1, above, the
42 larger the number of years of service in another school
43 district that was recognized for credit on the salary schedule
44 at the time of appointment to a position in the Elyria City
45 School District, the greater the seniority.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- 3. Within any group formed by the application of 1 and 2 above, the earlier the date of Board action to hire, the greater the seniority.
- 4. Within any group formed by application of 1, 2, and 3 above, the earlier the date of the bargaining unit member signing the contract, the greater the seniority.
- 5. With respect to any group formed by the application of 1 and 2, 3 and 4 above, if all such employees are to have their contracts suspended, the final selection will be made by drawing lots.

F. Notification. Employees whose contracts are to be suspended will be notified on or before April 30 of their current contract year.

G. Later offers of employment. When an opening occurs after the reduction in personnel has been effected, it will be offered to the employees concerned in the reverse order of their suspension of contract, using the respective mailing addresses on file in the human resources department. It shall be the responsibility of each employee to notify the human resources department of any change of address. The employee's address as it appears on the human resources department's records shall be conclusive when used in connection with this item.

An employee shall be eligible for re-employment under these procedures for twenty-five (25) calendar months following the effective date of the suspension.

An employee who is offered and declines re-employment, or who fails to respond within ten (10) calendar days of the mailing date to a written offer sent by certified mail, shall be considered to have voluntarily waived any further rights to re-employment under the provisions of this item. Conclusive evidence of the mailing date shall be the Post Office Receipt for Certified Mail obtained at the time of mailing.

H. Return to service. Personnel who return to service pursuant to G, above, will have the same seniority and contract status as if they had not had their contracts suspended. Placement on the salary schedule, however, will be determined by years of active service that can be credited when employment resumes, but not less than that which had accrued at the time their contracts had been suspended.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

I. When a reduction in force is imminent a good faith effort will be made to advise the president of the Association prior to announcing the same to members of the bargaining unit.

No less than ten (10) days prior to a Board action to reduce personnel the Board will advise the Association to the extent known:

- (1) Why the reduction is necessary
- (2) The areas which are going to be affected
- (3) The extent of the reduction in personnel
- (4) The seniority of employees in the bargaining unit for which
 - a. Limited Contract bargaining unit members will include:
 - (i) The date of initial assumption of duties for the most recent period of continuous service
 - (ii) The duration of any leaves of absence (beginning and ending date) prior to the 1982-83 contract year
 - (iii) All fields of teaching in Elyria for which the employee holds valid certification
 - (iv) Where employees having the same seniority will be affected by the reduction the following information will be added: The number of years of service in the Elyria system prior to the date of initial assumption of duties for the most recent period of continuous service, and the number of years of service in another school district that was recognized for credit on the salary schedule at the time of appointment to a position in Elyria.
 - b. Continuing contract bargaining unit members will include the initial date of employment and all fields of teaching in Elyria for which the employee holds valid certification.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- J. The provisions of this section do not apply to:
 - 1. Long-term substitutes
 - 2. Bargaining unit members employed after August 1 of any school year for the Auxiliary Services program for non-public school pupils unless such bargaining unit members have been previously employed by the Board.
 - 3. Building substitutes
 - 4. Employed retirees hired on or after August 1, 2005.

- K. Bargaining unit members suspended under Section II.B will be given preferential consideration as substitute bargaining unit members and part-time bargaining unit members. However, employment as a substitute or part-time bargaining unit member shall not disqualify that bargaining unit member from placement or continued placement on the reduction in force list for full time employment.

- L. A draft seniority list shall be provided to the Association President before October 25th each year. The EEA shall distribute this draft and return all corrections to the Director of Human Resources by November 30th of that school year. A finalized seniority list shall be given to the EEA President by January 1st of that school year. Once the final list is given to the EEA President the list shall be deemed accurate for the remainder of the school year and both parties may rely upon its accuracy for any actions taken under this section.

25 - Procedures for Non-Renewal, Termination, Suspension, and Continuing Contracts

- A. Suspension and termination during the term of the teaching contract shall be in accordance with state statutes pertaining thereto.

- B. Non-renewal of all regular teaching duty limited contracts other than for Long-term Substitutes and building substitutes shall be in accordance with the following:
 - 1. The superintendent's decision to recommend non-renewal of a limited contract will be based upon evaluation. Criteria for evaluation shall be those criteria developed by the Criteria Revision Committee during the 1993-94 school year. The Board and/or Association may request that the criteria be reviewed for possible

1 revision. If so, the review and possible revision shall be developed
2 by a committee composed of four members appointed by the
3 superintendent which will include the Director of Human Resources
4 and three members appointed by the Association president. Both the
5 Director of Human Resources and the Association president shall be
6 members of the committee and shall act as co-chairs. The
7 recommendations of this committee will be subject to approval by
8 the Board prior to implementation. Implementation of any changes
9 will be at the beginning of the next school year.

10
11 When the decision to recommend non-renewal is based upon the
12 bargaining unit member's performance, the evaluation will include
13 evidence of the official notification report, the action plan, and at
14 least three (3) observations and subsequent conferences. The
15 conferences shall be scheduled within five (5) working days to occur
16 no sooner than thirty (30) days apart during the school year(s) in a
17 twelve (12) month period where specific deficiencies have been
18 noted and identified. The conference report will be signed by the
19 bargaining unit member to indicate acknowledgement of the
20 conference. If the bargaining unit member disagrees with the
21 conference report in any significant way, he/she shall within ten (10)
22 working days after inspection of the material provide a written
23 statement to be attached to the conference report. Such statement
24 will contain specific reasons why the bargaining unit member
25 disagrees with the report.

26
27 The above procedures and timeliness exceed and shall supersede the
28 provisions of Section 3319.111 of the Ohio Revised Code.

29
30 2. The superintendent or designee shall discuss the reason(s) for a
31 recommendation for non-renewal with the bargaining unit member
32 prior to official action of the Board not to renew a limited contract.
33 At the meeting where such discussions are held, the bargaining unit
34 member shall have the right to have a representative of his/her choice
35 present.

36
37 3. If after this conference, the superintendent or designee recommends
38 non-renewal and, following official notification from the
39 superintendent or designee of his/her recommendation, the
40 bargaining unit member shall have five (5) days to submit to the
41 superintendent a written request to meet with the Board and discuss
42 the causes of such recommendation. Within ten (10) days after
43 receipt of such request, the Board shall arrange to meet with said
44 bargaining unit member. The failure or incapacity of the bargaining
45 unit member to attend the meeting with the Board shall not

1 constitute cause for the Board to delay action on the superintendent's
2 recommendation. However, another meeting will be scheduled if the
3 bargaining unit member's failure or incapacity to attend was caused
4 by act of God, unforeseen emergency, or personal illness.
5

- 6 4. If the Board acts to non-renew the bargaining unit member's
7 contract then the bargaining unit member shall have all the
8 procedural rights set forth in Section 3319.11(G) and (H) of the Ohio
9 Revised Code.

10
11 C. Eligibility for Continuing Contract

12 In order to be eligible for a continuing contract for the first time you must:

- 13
14
15 1. Have been employed in the district three years under a 4-year
16 Provisional Certificate or Permanent (Life) Certificate or
17 Professional Educator License.
18
19 2. Be a holder of a current 8-year Professional Certificate or Permanent
20 (Life) Certificate or Professional Educator License.
21
22 3. Have a Master's Degree or 30 semester hours of graduate work.
23
24 4. Be recommended by the building principal or immediate supervisor
25 and superintendent.
26
27 5. If a bargaining unit member has held a continuing contract in
28 another school district and is a holder of a current 8-year Professional
29 or Permanent (Life) Certificate or Professional Educator License,
30 they are eligible for a continuing contract after teaching two years in
31 the district upon completion of the appropriate appraisal program and
32 recommendation of the building principal and superintendent.
33

34 D. Withholding of continuing contracts shall be in accordance with the
35 following:

- 36
37 1. Same criteria as for B-1 above.
38
39 2. The superintendent or designee shall discuss the reason(s) for a
40 recommendation not to grant continuing contract status prior to
41 official action of the Board. The bargaining unit member shall have
42 the right to have a representative of his/her choice present at said
43 conference.
44

1 3. Further consideration of continuing contracts shall be in accordance
2 with state statutes.

3
4 E. After the above procedures have been followed, the decision of the Board
5 shall be final except for an appeal provided by statute.

6
7 26 - **Bargaining Unit Member Evaluation, Criteria for Acceptable Level of**
8 **Performance of a Teacher's Regular Duty Limited Contract**

9
10 **1. BARGAINING UNIT MEMEBER EVALUATION:**

11
12 **Purpose:**

- 13
14 A. **To assess an employee's work performance.**
- 15
16 B. **To help the employee to achieve greater effectiveness in performance**
17 **of the work assignment.**
- 18
19 C. **To constitute the basis for personnel decisions including promotions,**
20 **reassignments, continuing contract status, or contract non-renewal or**
21 **termination.**

22
23 **Overview:**

- 24
25 A. **The evaluation process is based on Charlotte Danielson's "*Enhancing***
26 ***Professional Practice; A Framework for Teaching*".**
- 27
28 B. **There shall be one evaluator for each bargaining unit member and**
29 **shall consist of the following:**
- 30
31 1. **Teacher---Building Administrator**
32 2. **Counselor---Building Administrator**
33 3. **GATE Teacher---Building Administrator, with GATE**
34 **Coordinator input**
35 4. **Home Liaison---Reporting Supervisor**
36 5. **Content Coach---Building Administrator, with Acad. Svcs. Dir.**
37 **input**
38 6. **Intervention Specialist---Building Administrator, with Sp.**
39 **Educ.**
40 **Dir. input**
41 7. **Media Specialist---Building Administrator, with Data Svcs.**
42 **Coord.**
43 **Input**
44 8. **Nurse---Building Administrator, with Pupil Svcs. Dir. input**
45 9. **OT/PT/Speech Therapist---Special Education Director**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

3. A bargaining unit member that transfers to a new assignment and is in the cycle for an evaluation will be informed by the building principal/designee at the start of the school year.

4. Observation Cycle:

a. A minimum of two observations cycles shall be completed during evaluation process. The first observation shall be completed by January 15th and the second observation shall be completed no later than May 15th.

b. An observation cycle will include the following:

1) Pre-Observation Conference:

a.) To facilitate/promote communication, the Pre-observation form shall be utilized.

b) Both the bargaining unit member and the principal/designee identify components of the professional practices to be observed and the methods of observation to be utilized.

2) Observation Period:

a) This is the time period in which the principal/designee is actually observing the bargaining unit member implementing a lesson or performing a task or duty.

b) The length of the observation shall be consistent with the full lesson or job duty/task.

c) All observations will be performed in an open environment with full knowledge of the bargaining unit member.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

3) Post-Observation Conference:

- a) **This is the time for professional dialogue review and to evaluate the activities that occurred during the actual observation.**

- b) **A copy of the observation form (Appendix) will be provided to the bargaining unit member. The form will be signed by the principal/designee and the bargaining unit member. Signing of the form is acknowledgement of having reviewed the documentation and does not indicate agreement/disagreement. The original evaluation documentation is placed in the bargaining unit member's personnel file.**

- c) **Post-observation conferences are to be held within five (5) school days from the date of the actual observation.**

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

5) Improvement Plan:

- a) **At any time during the evaluation process, if it has been determined through the observation cycle that a bargaining unit member displays area(s) in need of significant improvement, the principal/designee will initiate an improvement plan.**

- b) **The improvement plan will be incorporated into the evaluation process and will be documented on the Improvement Plan form (Appendix).**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

c) So that an improvement plan can be effective and achieve positive results, it should be initiated within five (5) school days from date of the actual observation.

6) Professional Development Folder:

a) In order to enhance the evaluation process a bargaining unit member shall maintain a professional development folder that will be incorporated into the actual evaluation.

b) Professional development folders may include but not be limited to the following; parental communication, record keeping, committee work, IPDP, documentation of walk throughs, bargaining unit member’s record attendance/punctuality and other evidence relevant and appropriate to the evaluation process.

G. There shall be no mention of “progressive discipline” or any progressive discipline step, including misuse of sick/personal leave in any evaluation document.

H. In the event a bargaining unit member experiences an extended absence or leave of absence which interrupts the evaluation process they will be placed in a full or partial appraisal cycle for the following year as appropriate.

Responsibilities

If the evaluation process is to be effective, both the principal/designee and the bargaining unit member must assume certain responsibilities.

A. Principal/Designee
The principal/designee is the primary evaluator of all bargaining unit member’s and their obligations shall include but not be limited to:

- 1. Manage the evaluation process as a tool/resource to improve teaching and learning.
- 2. Exercise open, honest and timely communication and dialogue.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

3. **Communicate with the bargaining unit member of their upcoming participation in the evaluation process.**
4. **Effectively manage the evaluation process, maintain timelines and complete the observation cycles two (2) times for each bargaining unit member.**
5. **Provide the bargaining unit member with all written documentation within the prescribed timelines.**
6. **Provide timely and appropriate support of the bargaining unit members who may be considered for non-renewal or dismissal.**
7. **Be forthcoming to the bargaining unit member with performance concerns, areas for improvement and areas of strength throughout the evaluation process.**

B. Bargaining Unit Member

The bargaining unit member's responsibilities and obligations to the evaluation process shall include but not be limited to:

1. **Manage the process as a vehicle to improve teaching and learning.**
2. **Exercise open and honest communication throughout the evaluation process.**
3. **Maintain a complete and thorough knowledge of the evaluation standards and process procedures and timelines.**
4. **Be prepared to share and include any relevant information as part of the professional development folder.**
5. **Attend and provide documentation of the various conferences involved in the evaluation process.**
6. **Be proactive in implementing any appraisal recommendations and support provided.**
7. **Look for and initiate additional opportunities for professional growth.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

2. **Criteria for Acceptable Level of Performance of a Teacher's Regular Duty Limited Contract:**

A. The purpose of defining criteria for acceptable level of performance of a bargaining unit member's regular duty limited contract is to establish a process whereby deficiencies in job performance can be duly noted by the evaluator and brought to the attention of the bargaining unit member so corrections can be made.

All evaluators shall have university course work and/or in-service education in evaluation prior to any recommendations for non-renewal being accepted by the superintendent. All evaluators must have a valid administrative assignment for evaluation by job description.

Bargaining unit members may be placed on the Criteria for Acceptable Level of Performance of a Limited Contract for deficiencies listed in the following job descriptions previously approved by the Board of Education and effective on 5/27/94. Any subsequent changes in these job descriptions shall be mutually agreed upon by the Administration and the EEA with formal Board approval.

General Duties in all job descriptions plus the specific duties as listed in each job description.

1. Teacher - Specific Duties I A-S
2. School Psychologist - Specific Duties I A-C and II A-E
3. School Nurses - Specific Duties I A-E and II A-G
4. Itinerant teacher - Specific Duties I A-C and II A-I
5. Speech and Language Pathologist - Specific Duties I A-F and II A-G
6. Home Liaison - Specific Duties I A-C and II A-I
7. Guidance counselor / school counselor - Specific Duties I A-G and II A-L
8. Occupational Therapist - Specific Duties I 1-3, II 1-3, and III 1-6
9. Physical Therapist - Specific Duties I 1-5, II 1-3, and III 1-6

In addition, a bargaining unit member may be placed on the Criteria for Acceptable Level of Performance of a Limited Contract for gross inefficiency, immorality, or willful and persistent violation of reasonable regulations of the Board of Education; or for other good and just cause.

1 The Criteria for Acceptable Level of Performance as developed in
2 1993-94 shall be used solely for the purpose of recording ineffective
3 job performance. The following procedure shall be used:
4

5 1. Office Notification Report completed by the administrator
6 and given to bargaining unit member with copies to
7 administrator, Director of Human Resources and the EEA
8 President.
9

10 2. By mutual agreement, the administrator and the bargaining
11 unit member must schedule a meeting as soon as possible but
12 no later than ten (10) working days to devise an action plan to
13 address deficiencies stated in the Official Notification Report.
14 Each party may request an additional person to be present at
15 the action plan meeting. Failure to schedule a meeting within
16 the ten (10) days will make the Official Notification Report
17 null and void.
18

19 3. Implementation of the action plan.
20

21 4. The bargaining unit member shall be removed from the
22 CALP or recommended for non-renewal.
23

24 B. A principal and/or bargaining unit member may request an appropriate
25 administrator that has direct supervisory responsibility for that bargaining
26 unit member be used for evaluative purposes. A copy of the
27 principal's/bargaining unit member's written request shall be given to the
28 other party at the time it is sent to the administrator. An administrator used
29 for evaluative input under this Section shall confine their written comments
30 to a memorandum to both parties.
31

32 C. Only the principal shall have the authority to place a member on the Criteria
33 for Acceptable Level of Performance (CALP) except in situations where
34 another administrator has direct supervisory responsibility for that
35 bargaining unit member.
36

37 D. The CALP Notification Report, Action Plan, and Conference Report shall be
38 signed by the building principal or appropriate administrator that has direct
39 supervisory responsibility for that bargaining unit member.
40
41

1 27 - **School Discipline and Teacher Protection**

2
3 A. Assault Leave

4
5 Employees absent from assigned duties because of physical disability
6 directly resulting from a physical assault occurring during the performance
7 of their employment assignment will be maintained on full pay status during
8 the period of approved absence.

9
10 In accordance with Section 3319.143 of the Ohio Revised Code, the
11 following rules are established by the Elyria City Board of Education.

- 12
13 1. Assault leave shall not be based on a predetermined number of days
14 nor shall any accrual of assault leave be earnable. The
15 superintendent, or designee, shall grant upon request of an employee,
16 assault leave with full pay up to the number of days as determined by
17 the attending physician. Should the employee request additional
18 days of assault leave, the superintendent, or designee, shall have the
19 sole discretion of extending the assault leave previously granted.
20
21 2. Employees who have been physically attacked or a witness to the
22 attack, if any, shall make an immediate report of the attack to the
23 building principal or such other school administrator who may be on
24 duty. A written report shall be made by the employee to the proper
25 school administrator before the end of the day or as soon as the
26 employee is physically able. Such report shall contain all relevant
27 facts and include the names of teachers, students and/or other persons
28 who were witnesses or may have participated in the attack.
29
30 3. If the assaulted employee decides to file criminal charges against a
31 person making a physical assault on the employee, such employee
32 shall file the complaint with the appropriate court, and provide such
33 reports as may be required to the office of the prosecutor.
34
35 4. Employees absent from assigned duties as a result of a physical
36 attack on the employee by another person during the period of their
37 employment assignment shall submit a signed request for assault
38 leave on Form 0308.08 immediately upon their return to their regular
39 assignment. If medical attention was required as a result of the
40 physical assault, the certificate from a licensed physician stating the
41 nature of the disability and its duration shall be required before
42 assault leave can be paid and before the employee may be allowed to
43 resume the regular assigned duties.
44

- 1 5. Assault leave shall not be charged against sick leave earned by the
2 employee under Section 3319.141 of the Ohio Revised Code.
- 3
- 4 6. Employees who have filed complaints of physical assault suffered
5 during their employment assignment in an appropriate court and who
6 are required by court to be absent from assigned duties at a later date
7 for purposes of appearing in court shall request and receive assault
8 leave with full pay for the day(s) of absence required by the court.
- 9
- 10 7. If an employee is convicted of criminal assault in a court of
11 competent jurisdiction, which resulted in the injury this article shall
12 not apply.
- 13

14 The Board and school administrators will cooperate in every reasonable way
15 with bargaining unit members who sustain injuries from physical assaults as
16 cited above. It should be understood that, when a physical assault occurs, the
17 bargaining unit member has the right to use and apply such amount of force
18 as is reasonable and necessary to quell a disturbance threatening physical
19 injury to others, to obtain possession of weapons or other dangerous objects
20 upon the person or within the control of the pupil for the purpose of
21 self-defense or for the protection of persons or property, as provided by the
22 Ohio Revised Code. The bargaining unit member may also obtain
23 assistance. It also should be fully understood that a bargaining unit member
24 assaulted in the course of employment as a member of the Workers'
25 Compensation Fund, has the right to file a claim with the State for
26 reimbursement of hospital and doctor bills and will be properly and promptly
27 assisted by a member of the administrative staff.

28

29 B. Verbal Assault

30

31 In case of verbal assault the procedures to be followed shall include, but are
32 not limited to, the following:

33

- 34 1. A bargaining unit member who has been verbally assaulted may
35 make an oral report to the principal or his/her designee. The
36 bargaining unit member shall make a written report to the principal
37 before leaving school that day or as soon as possible. The report
38 shall contain all relevant facts and include the names of bargaining
39 unit members, students and/or other persons who were witnesses to
40 the assault.
- 41
- 42 2. The principal shall notify the superintendent or designee regarding
43 verbal assault involving threats against persons or property when
44 there is probable cause for believing that the threatened actions could
45 become reality. In such cases, the principal, if he/she deems it

1 necessary, shall notify the police. In any case, the bargaining unit
2 member, acting in a personal capacity may notify the police if he/she
3 judges such notification to be necessary. If it is determined that
4 charges should be filed against the student, the bargaining unit
5 member will file a complaint with the Juvenile Court or the City
6 Solicitor, as appropriate, and provide such reports as may be required
7 for the processing of the case.
8

9 Also, in such cases the accused student or students shall be removed
10 from classes immediately and detained by the principal pending an
11 investigation and decision regarding disciplinary action appropriate
12 to the case. Charges may be filed against the student as indicated in
13 the previous paragraph. If the charges are filed and substantiated,
14 and if and when the student may be permitted to return to classes, he
15 will be transferred out of the assaulted teacher's class upon the
16 teacher's request provided a suitable alternative class assignment can
17 be made.
18

19 C. Due Process

20
21 The above procedures shall be carried out in a manner consistent with
22 requirements of due process of students.
23

24 D. Teacher Appeals

25
26 If a bargaining unit member is dissatisfied with administrative handling of
27 student discipline problems, he/she may initiate a complaint with the
28 building principal who shall respond to the complaint within three working
29 days, except at the end of the school year, when the response shall be within
30 five calendar days. If as a result of the complaint, the complainant believes
31 that a procedure should be developed or modified, the issue shall be referred
32 to the Building Discipline Committee. If the matter is not resolved by the
33 Building Discipline Committee within five calendar days, the Discipline
34 Resource Group shall provide assistance.
35

36 E. Every effort will be made to inform the appropriate bargaining unit
37 member(s) of any known data regarding students which is pertinent to
38 maintaining classroom control. There shall be no violation of any
39 information privileged under law.
40

1 F. School Discipline

2
3 1. Building Action Discipline Plan

- 4
5 a. Every school shall develop and implement a building action
6 discipline plan ("The Plan") no later than November 1. This
7 plan shall be a part of the Building Continuous Improvement
8 Plan.
9
- 10 b. The plan will include but shall not be limited to: (1) building
11 focus and mission statement; (2) guidelines for staff and
12 students; (3) methods of implementation and communication;
13 and (4) process of monitoring; (5) if a mandatory in-school
14 suspension room or intervention room is established in a
15 building, it shall be staffed by a certified staff member or
16 classified member.
17
- 18 c. Annually each building will designate a committee and/or
19 subcommittee of the site-based committee. The plan will be
20 developed by a joint committee, school improvement team,
21 minimally composed of four (4) persons, half of which will
22 be selected by the EEA and half selected by the building
23 principal. All committee recommendations will be made by
24 consensus.
25
- 26 d. Responsibility for implementation of the discipline plan will
27 be shared equally by all staff members and administrators.
28
- 29 e. This plan shall not supersede the district pupil code of
30 conduct, state, federal or local laws, rules or regulations.
31
- 32 f. Problems of interpretation shall be first referred to the
33 Discipline Resource Group and if no resolution is reached to
34 the EEA/Superintendent Liaison Committee.
35

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

2. Discipline Resource Group

a. The Discipline Resource Group (DRG) shall provide assistance to school employees in the following ways:

Upon request, assist building in the development and implementation of building discipline plans;

Provide behavioral management training based on current research and best practices;

Enhance communication regarding discipline issues;

Instruct staff concerning Elyria's Code of Pupil Conduct;

Provide behavioral consultations.

b. The Discipline Resource Group (DRG) shall be composed of:

Superintendent or designee;

EEA officer;

Four (4) teachers (elementary, middle school, high school, special education)

Four (4) administrators (special education director or designee, elementary, middle school, high school)

A behavioral consultant

A pupil service representative.

c. The DRG shall report to and be accountable to the EEA / Superintendent Liaison Committee.

d. The DRG shall adopt policies and procedures. These policies and procedures, as developed and / or amended by consensus of the committee, shall be reviewed at the Superintendent / EEA Liaison at least once a school year.

e. The meeting schedule of the DRG will be established at the first committee meeting of the school year. That meeting will be held by November 1 of each school year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

28 - Classroom Conditions

Staff members will work under safe and healthful conditions. Questions concerning classroom conditions shall be discussed with the building principal. Adequate facilities will be maintained.

Whenever the temperature of a school building and/or classroom falls below 60°F, in a secondary building or below 62°F, in an elementary school building, the principal in consultation with as many affected bargaining unit members and other employees as feasible shall determine whether a recommendation for closing the school will be forwarded to the superintendent. If the temperature falls below the levels specified above, the bargaining unit member shall so notify the principal as soon as possible.

If the temperature of a classroom other than gymnasium remains below 60°F in a secondary school building or below 62°F in an elementary school building for a ninety-minute period during which students are present, the principal will arrange to move the class to a warmer location.

This item shall not supersede government regulations on energy conservation.

The administration will endeavor to maintain 67°F, in elementary classrooms and 65°F, in the secondary classrooms during regular instructional hours.

29 - Faculty Facilities

The Board shall endeavor to provide educational facilities and faculty lounges that conform to local and state health and safety codes.

Bargaining unit members will be provided restroom facilities that are separate from those provided for students.

As approved by the superintendent or designee, beverage-dispensing and coffee-making devices may be placed in a school building and made available to employees.

A refrigerator will be provided for bargaining unit members' use in each school building.

If not already provided and if requested by the individual employees concerned, the Board will endeavor to make available the following:

- 1 1. For each employee a desk or work space and a file cabinet in at least one of
2 the buildings where the employee is assigned to work.
- 3
- 4 2. Telephones, in at least the number indicated as follows, for bargaining unit
5 members to use for conducting school business.
 - 6
 - 7 a. One telephone in each elementary school and middle school building
 - 8
 - 9 b. Two telephones in each senior high school building
- 10
- 11 3. The number of teaching staff in a building will be taken into consideration
12 when decisions are made to replace and/or add copy machines. Bargaining
13 unit members shall have access to building copy machines. The use of copy
14 machines utilized by office staff, special organizations or specific
15 departments may be restricted at designated times.
- 16
- 17 4. When not being used for student instruction, computers will be made
18 available in each building for bargaining member use.
- 19

20 In cases where on-school property or street parking is not available for all employees
21 who drive to school, if requested, the Board will endeavor to provide additional
22 parking facilities in proximity to the assigned building.

23

24 **30 - Health and Safety of Staff Members**

25

26 *If an employee has reasonable cause to believe that in the performance of his/her*
27 *assigned duties a condition exists which endangers his/her health or safety, the*
28 *employee will transmit such information to the principal or immediate supervisor*
29 *who will investigate and issue instructions regarding the matter. If the employee is*
30 *not satisfied with the decision of the principal, or immediate supervisor, he/she may*
31 *request a review of that decision by the superintendent or designee whose decision*
32 *shall not be grievable under Article III of this agreement.*

33

34 If the superintendent and/or his delegate or representative determines that there is a
35 general civil disturbance in the area of the school, no bargaining unit member will
36 be required to attend that school while the emergency exists. In the event of disorder
37 or other emergency while school is in session and a bargaining unit member is in
38 charge of pupils such bargaining unit member shall use the judgment of a prudent
39 person in caring for the safety and welfare of such pupils.

40

41 If the State Superintendent of Public Instruction determines that a school was closed
42 because of epidemic or other public calamity as provided by law, or if school is
43 closed due to utility failure, affected employees shall be paid for the days that their
44 school was closed to the extent that such payment is permitted by law. However, if
45 the school calendar must be extended to meet the minimum number of days that

1 school must be open for instruction as designated by law, the total payment to an
2 employee will not exceed the salary stipulated in the employee's contract for that
3 school year.

4
5 In the case of absence resulting from travel difficulties between the staff member's
6 local residence and place of employment, provided these difficulties are caused by
7 flood, storm, terrorism or other uncontrollable conditions (acts of God), the
8 superintendent shall waive salary deduction if, in his/her judgment, the employee
9 has made every reasonable effort to get to his/her place of employment. In the case
10 of absence due to damage or serious and immediate threat of damage to a member of
11 the professional staff's residence resulting from flood, storm, or other uncontrollable
12 conditions, the superintendent shall waive the salary deduction if, in his/her
13 judgment, such absence was imperative to the protection of property and/or personal
14 safety or the employee and his/her immediate family. Leave granted for any of the
15 absences in this paragraph shall be considered personal leave and any personal leave
16 accumulated by the employee would be charged accordingly.

17
18 No bargaining unit member will be expected to report to work while the school(s) is
19 closed for instruction by the superintendent. Bargaining unit members will not be
20 required to work beyond the days specified in the contract unless compensated for
21 same at the bargaining unit member's daily rate of pay.

22
23 Crisis plans will be reviewed and distributed by October 31st of each school year.

24
25 **31 - Salary and Longevity**

26
27 A. Salary

28
29 Effective for
30 contract year

31
32

1/1/2010	\$32,573.00
8/1/2010	\$32,899.00
1/1/2011	\$33,228.00

33
34
35

36 B. Home Liaisons Salary Schedule

37
38 Home Liaisons shall be placed on the new bargaining unit members' salary
39 schedule. They will be placed at the appropriate step up to step 8 based on
40 their current status. The Home Liaisons contract will consist of 185 days.
41

1
2 C. Psychologists Salary Schedule
3

4 Effective 8/1/94, the psychologists will be placed at their appropriate step on
5 the new bargaining unit member's salary schedule.
6

7 D. Junior ROTC Instructor Salary Schedule
8

9 Effective with the start of the 2003 – 2004 school year, the Junior ROTC
10 Instructors will be placed on the bargaining unit members' salary schedule at
11 a level that provides compensation to meet the instructor's pay as if they
12 were on active military duty less their military pension. Placement on the
13 bargaining unit member's salary schedule will also include the instructor's
14 educational level.
15

16 E. Longevity Pay
17

18 In addition to regular salary, a longevity payment determined by multiplying
19 the Bachelor's degree/no experience base salary by the percents specified
20 below will be made to teachers under contract with the Board for full-time
21 employment and who are credited with years of experience as shown
22

<u>Years of Experience</u>	<u>Longevity Payment (% of BA base salary)</u>
14–19 inclusive	2.0%
20-24 inclusive	Another 2.0% for a total of 4%
25-28 inclusive	Another 4.0% for a total of 8%
29 or more	Another 4.0% for a total of 12%

30
31 Credited years of experience will be determined by the number of years of
32 experience credited to the teacher when placed upon the salary schedule at
33 the time of original employment by the Board plus the number of years of
34 subsequent full-time service (or approved leave of absence) in the Elyria
35 Public School.

THE ELYRIA SCHOOLS
 SALARY SCHEDULE &
 SALARY PROJECTION SPREADSHEET FOR 2009 - 2010
Increase is effective 1/1/10 - 7/30/10

ENTER BASE SALARY HERE

32,573 <<<<<<<<

ENTER #OF DAYS HERE

185 <<<<<<<<

INDEX FACTORS ARE LISTED BELOW [INDEX IS REPEATED IN CELLS WHERE THERE IS NO CHANGE]

 ENTER DEGREE COLUMN HEADINGS ON THE LINE BELOW: [COPY TO SAL SCHED]

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	PHC
0	1.0000	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416
1	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918
2	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439
3	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980
4	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540
5	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122
6	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725
7	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351
8	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000
9	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674
10	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372
11	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097
12	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.0849
13	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.0849	2.1629
14	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
15	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
16	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
17	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
18	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
19	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
20	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
21	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
22	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
23	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
24	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
25	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
26	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
27	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
28	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
29	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
30	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
31	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
32	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
33	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
34	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
35	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
36	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
37	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
38	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
39	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
40	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829

 [This grid will be "read" by the salary projection spreadsheet]
 FISCAL YEAR 2009-10 - Effective 1/1/2010 - 7/30/2010
 ELYRIA CITY SCHOOLS CERTIFICATED EMPLOYEES' SALARY SCHEDULE

	B	C	D	E	F	G	H	I	J
	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	PHD
0	32,573	33,791	35,055	36,368	37,729	39,140	40,606	42,123	43,700
1	33,791	35,055	36,368	37,729	39,140	40,606	42,123	43,700	45,335
2	35,055	36,368	37,729	39,140	40,606	42,123	43,700	45,335	47,032
3	36,368	37,729	39,140	40,606	42,123	43,700	45,335	47,032	48,794
4	37,729	39,140	40,606	42,123	43,700	45,335	47,032	48,794	50,618
5	39,140	40,606	42,123	43,700	45,335	47,032	48,794	50,618	52,514
6	40,606	42,123	43,700	45,335	47,032	48,794	50,618	52,514	54,478
7	42,123	43,700	45,335	47,032	48,794	50,618	52,514	54,478	56,517
8	43,700	45,335	47,032	48,794	50,618	52,514	54,478	56,517	58,631
9	45,335	47,032	48,794	50,618	52,514	54,478	56,517	58,631	60,827
10	47,032	48,794	50,618	52,514	54,478	56,517	58,631	60,827	63,100
11	48,794	50,618	52,514	54,478	56,517	58,631	60,827	63,100	65,462
12	50,618	52,514	54,478	56,517	58,631	60,827	63,100	65,462	67,911
13	52,514	54,478	56,517	58,631	60,827	63,100	65,462	67,911	70,452
14	53,166	55,130	57,169	59,283	61,478	63,752	66,113	68,563	71,104
15	53,166	55,130	57,169	59,283	61,478	63,752	66,113	68,563	71,104
16	53,166	55,130	57,169	59,283	61,478	63,752	66,113	68,563	71,104
17	53,166	55,130	57,169	59,283	61,478	63,752	66,113	68,563	71,104
18	53,166	55,130	57,169	59,283	61,478	63,752	66,113	68,563	71,104
19	53,166	55,130	57,169	59,283	61,478	63,752	66,113	68,563	71,104
20	53,817	55,781	57,820	59,934	62,130	64,403	66,765	69,214	71,758
21	53,817	55,781	57,820	59,934	62,130	64,403	66,765	69,214	71,758
22	53,817	55,781	57,820	59,934	62,130	64,403	66,765	69,214	71,758
23	53,817	55,781	57,820	59,934	62,130	64,403	66,765	69,214	71,758
24	53,817	55,781	57,820	59,934	62,130	64,403	66,765	69,214	71,758
25	55,120	57,084	59,123	61,237	63,433	65,706	68,068	70,517	73,058
26	55,120	57,084	59,123	61,237	63,433	65,706	68,068	70,517	73,058
27	55,120	57,084	59,123	61,237	63,433	65,706	68,068	70,517	73,058
28	55,120	57,084	59,123	61,237	63,433	65,706	68,068	70,517	73,058
29	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
30	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
31	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
32	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
33	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
34	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
35	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
36	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
37	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
38	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
39	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361
40	56,423	58,387	60,426	62,540	64,736	67,009	69,371	71,820	74,361

THE ELYRIA SCHOOLS
 SALARY SCHEDULE &
 SALARY PROJECTION SPREADSHEET FOR 2010-2011
Increase is effective 8/1/10 - 12/31/10

ENTER BASE SALARY HERE

32,899 <<<<<<<<

ENTER #OF DAYS HERE

185 <<<<<<<<

INDEX FACTORS ARE LISTED BELOW [INDEX IS REPEATED IN CELLS WHERE
 THERE IS NO CHANGE]

 ENTER DEGREE COLUMN HEADINGS ON THE LINE BELOW: [COPY TO SAL SCHED]

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	PHD
0	1.0000	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416
1	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918
2	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439
3	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980
4	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540
5	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122
6	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725
7	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351
8	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000
9	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674
10	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372
11	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097
12	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.0849
13	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.0849	2.1629
14	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
15	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
16	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
17	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
18	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
19	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
20	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
21	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
22	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
23	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
24	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
25	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
26	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
27	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
28	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
29	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
30	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
31	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
32	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
33	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
34	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
35	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
36	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
37	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
38	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
39	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
40	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829

[This grid will be "read" by the salary projection spreadsheet]

FISCAL YEAR 2010 - 2011 Effective 8/1/2010 - 12/31/2010

ELYRIA CITY SCHOOLS CERTIFICATED EMPLOYEES' SALARY SCHEDULE

	B	C	D	E	F	G	H	I	J
	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	PHD
0	32,899	34,129	35,406	36,732	38,107	39,531	41,012	42,545	44,137
1	34,129	35,406	36,732	38,107	39,531	41,012	42,545	44,137	45,789
2	35,406	36,732	38,107	39,531	41,012	42,545	44,137	45,789	47,503
3	36,732	38,107	39,531	41,012	42,545	44,137	45,789	47,503	49,283
4	38,107	39,531	41,012	42,545	44,137	45,789	47,503	49,283	51,125
5	39,531	41,012	42,545	44,137	45,789	47,503	49,283	51,125	53,040
6	41,012	42,545	44,137	45,789	47,503	49,283	51,125	53,040	55,024
7	42,545	44,137	45,789	47,503	49,283	51,125	53,040	55,024	57,083
8	44,137	45,789	47,503	49,283	51,125	53,040	55,024	57,083	59,218
9	45,789	47,503	49,283	51,125	53,040	55,024	57,083	59,218	61,436
10	47,503	49,283	51,125	53,040	55,024	57,083	59,218	61,436	63,732
11	49,283	51,125	53,040	55,024	57,083	59,218	61,436	63,732	66,117
12	51,125	53,040	55,024	57,083	59,218	61,436	63,732	66,117	68,591
13	53,040	55,024	57,083	59,218	61,436	63,732	66,117	68,591	71,157
14	53,698	55,682	57,741	59,876	62,094	64,390	66,775	69,249	71,815
15	53,698	55,682	57,741	59,876	62,094	64,390	66,775	69,249	71,815
16	53,698	55,682	57,741	59,876	62,094	64,390	66,775	69,249	71,815
17	53,698	55,682	57,741	59,876	62,094	64,390	66,775	69,249	71,815
18	53,698	55,682	57,741	59,876	62,094	64,390	66,775	69,249	71,815
19	53,698	55,682	57,741	59,876	62,094	64,390	66,775	69,249	71,815
20	54,356	56,339	58,399	60,534	62,752	65,048	67,433	69,907	72,476
21	54,356	56,339	58,399	60,534	62,752	65,048	67,433	69,907	72,476
22	54,356	56,339	58,399	60,534	62,752	65,048	67,433	69,907	72,476
23	54,356	56,339	58,399	60,534	62,752	65,048	67,433	69,907	72,476
24	54,356	56,339	58,399	60,534	62,752	65,048	67,433	69,907	72,476
25	55,672	57,655	59,715	61,850	64,068	66,364	68,749	71,223	73,789
26	55,672	57,655	59,715	61,850	64,068	66,364	68,749	71,223	73,789
27	55,672	57,655	59,715	61,850	64,068	66,364	68,749	71,223	73,789
28	55,672	57,655	59,715	61,850	64,068	66,364	68,749	71,223	73,789
29	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
30	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
31	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
32	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
33	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
34	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
35	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
36	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
37	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
38	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
39	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105
40	56,988	58,971	61,031	63,166	65,383	67,680	70,065	72,539	75,105

THE ELYRIA SCHOOLS
 SALARY SCHEDULE &
 SALARY PROJECTION SPREADSHEET FOR 2010-2011
 Increase is effective 1/1/11 - 7/31/11

ENTER BASE SALARY HERE

33,228 <<<<<<<<

ENTER #OF DAYS HERE

185 <<<<<<<<

INDEX FACTORS ARE LISTED BELOW [INDEX IS REPEATED IN CELLS WHERE
 THERE IS NO CHANGE]

 ENTER DEGREE COLUMN HEADINGS ON THE LINE BELOW: [COPY TO SAL SCHED]

	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	PHD
0	1.0000	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416
1	1.0374	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918
2	1.0762	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439
3	1.1165	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980
4	1.1583	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540
5	1.2016	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122
6	1.2466	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725
7	1.2932	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351
8	1.3416	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000
9	1.3918	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674
10	1.4439	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372
11	1.4980	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097
12	1.5540	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.0849
13	1.6122	1.6725	1.7351	1.8000	1.8674	1.9372	2.0097	2.1049	2.1829
14	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
15	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
16	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
17	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
18	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
19	1.6322	1.6925	1.7551	1.8200	1.8874	1.9572	2.0297	2.1049	2.1829
20	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
21	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
22	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
23	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
24	1.6522	1.7125	1.7751	1.8400	1.9074	1.9772	2.0497	2.1249	2.2030
25	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
26	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
27	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
28	1.6922	1.7525	1.8151	1.8800	1.9474	2.0172	2.0897	2.1649	2.2429
29	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
30	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
31	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
32	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
33	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
34	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
35	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
36	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
37	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
38	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
39	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829
40	1.7322	1.7925	1.8551	1.9200	1.9874	2.0572	2.1297	2.2049	2.2829

 [This grid will be "read" by the salary projection spreadsheet]
 FISCAL YEAR 2010 - 2011 Effective 1/1/2011 - 7/31/2011
 ELYRIA CITY SCHOOLS CERTIFICATED EMPLOYEES' SALARY SCHEDULE

	B	C	D	E	F	G	H	I	J
	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	PHD
	=====	=====	=====	=====	=====	=====	=====	=====	=====
0	33,228	34,471	35,760	37,099	38,488	39,927	41,422	42,970	44,579
1	34,471	35,760	37,099	38,488	39,927	41,422	42,970	44,579	46,247
2	35,760	37,099	38,488	39,927	41,422	42,970	44,579	46,247	47,978
3	37,099	38,488	39,927	41,422	42,970	44,579	46,247	47,978	49,776
4	38,488	39,927	41,422	42,970	44,579	46,247	47,978	49,776	51,636
5	39,927	41,422	42,970	44,579	46,247	47,978	49,776	51,636	53,570
6	41,422	42,970	44,579	46,247	47,978	49,776	51,636	53,570	55,574
7	42,970	44,579	46,247	47,978	49,776	51,636	53,570	55,574	57,654
8	44,579	46,247	47,978	49,776	51,636	53,570	55,574	57,654	59,810
9	46,247	47,978	49,776	51,636	53,570	55,574	57,654	59,810	62,050
10	47,978	49,776	51,636	53,570	55,574	57,654	59,810	62,050	64,369
11	49,776	51,636	53,570	55,574	57,654	59,810	62,050	64,369	66,778
12	51,636	53,570	55,574	57,654	59,810	62,050	64,369	66,778	69,277
13	53,570	55,574	57,654	59,810	62,050	64,369	66,778	69,277	71,869
14	54,235	56,238	58,318	60,475	62,715	65,034	67,443	69,942	72,533
15	54,235	56,238	58,318	60,475	62,715	65,034	67,443	69,942	72,533
16	54,235	56,238	58,318	60,475	62,715	65,034	67,443	69,942	72,533
17	54,235	56,238	58,318	60,475	62,715	65,034	67,443	69,942	72,533
18	54,235	56,238	58,318	60,475	62,715	65,034	67,443	69,942	72,533
19	54,235	56,238	58,318	60,475	62,715	65,034	67,443	69,942	72,533
20	54,899	56,902	58,983	61,140	63,379	65,698	68,107	70,606	73,201
21	54,899	56,902	58,983	61,140	63,379	65,698	68,107	70,606	73,201
22	54,899	56,902	58,983	61,140	63,379	65,698	68,107	70,606	73,201
23	54,899	56,902	58,983	61,140	63,379	65,698	68,107	70,606	73,201
24	54,899	56,902	58,983	61,140	63,379	65,698	68,107	70,606	73,201
25	56,228	58,232	60,312	62,469	64,708	67,028	69,437	71,935	74,527
26	56,228	58,232	60,312	62,469	64,708	67,028	69,437	71,935	74,527
27	56,228	58,232	60,312	62,469	64,708	67,028	69,437	71,935	74,527
28	56,228	58,232	60,312	62,469	64,708	67,028	69,437	71,935	74,527
29	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
30	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
31	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
32	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
33	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
34	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
35	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
36	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
37	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
38	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
39	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856
40	57,558	59,561	61,641	63,798	66,037	68,357	70,766	73,264	75,856

1 **32 - Severance Pay**

- 2
- 3 1. Bargaining unit members who retire from active service with the Elyria City School
- 4 District Board of Education and who have ten or more years of service with the State of
- 5 Ohio, any of its political subdivisions, or any combination thereof shall, upon the filing
- 6 of the proper application with the treasurer, be granted severance pay in an amount set
- 7 forth below:
- 8
- 9 a. For not to exceed 215 days of accrued sick leave credit a bargaining unit
- 10 member will be paid for one-fourth the value of such unused sick leave credit.
- 11 Severance pay will be paid based upon a daily rate of pay as determined from
- 12 the bargaining unit member's basic contracted salary plus longevity, exclusive
- 13 of all supplemental contracts and extended time allowances. Severance pay
- 14 under this provision shall not exceed the value of 53 days of accrued but unused
- 15 sick leave.
- 16
- 17 2. Payment for sick leave on the basis set forth above shall be considered to eliminate all
- 18 sick leave credit accrued by the bargaining unit member. Such payment shall be made
- 19 only once to any bargaining unit member. A waiver to this effect will be executed at
- 20 the time payment is received. **If an employee dies before payment is made such**
- 21 **payment will be made to the authorized representative of the employee's estate**
- 22 **after the employee has been accepted for retirement by STRS.**
- 23
- 24 3. For the purpose of implementing this policy, retirement is deemed to occur when the
- 25 bargaining unit member has been accepted for retirement, by the Ohio State Teachers'
- 26 Retirement Board and has been notified of the effective date that retirement pay will
- 27 begin. The bargaining unit member may then apply to the treasurer for severance pay,
- 28 which shall be paid in a lump sum on the first pay date the following January, if the
- 29 amount is less than \$10,000. If the amount is \$10,000 or more the sum shall be paid in
- 30 halves, one the first pay date the first January following retirement and the second half
- 31 on the first pay date the second January following retirement.
- 32
- 33 4. Any bargaining unit member planning to retire pursuant to the rules and regulations of
- 34 the STRS at the end of the school year and who gives the Director of Human Resources
- 35 an irrevocable letter of retirement prior to the second Friday in January shall receive a
- 36 notification bonus of \$250.00.

37

38 **33 - Death Benefits**

39

40 If an employee has qualified for severance pay as provided in the item entitled Severance Pay,

41 and the employee dies before payment is made, such payment will be made to the authorized

42 representative of the employee's estate.

43

1 **34 - Hourly Rate**

2
3 The hourly rate for home instruction, ABLE, curriculum study committees, summer school, for
4 the supplemental pay for substitute work shall be .00076 multiplied by the B.A. base salary
5 throughout the duration of this Master Contract.
6

7 **35 - Time and Method of Salary Payment**

8
9 The total amount of annual salary of employees will be paid in twenty-four equal installments.

10
11 Other provisions will be as follows:

- 12
- 13 1. All checks shall be delivered to the buildings to which the employee is assigned unless
14 the pay date falls at a time when employees are not in school, in which case the check
15 shall be mailed to the employee's address as indicated in the payroll records, unless the
16 checks are distributed in advance by the treasurer.
17
 - 18 2. Individual building staff and principals shall develop a procedure whereby paychecks
19 are provided to the employee in a manner which will insure confidentiality.
20
 - 21 3. Bargaining unit members on direct deposit shall receive a pay stub in lieu of a
22 paycheck on each payday.
23
 - 24 4. All bargaining unit members shall receive their pay by direct deposit effective 30 days
25 following ratification of this agreement.
26

27 **36- Change in Salary Classification**

28
29 For Graduate Course Work to be acceptable for a change in salary classification the following
30 requirements shall be met:

- 31
- 32 I. A. College or university to be accredited by a recognized accrediting association.
33 B. Credit from a teacher training institution approved by the State of Ohio
34 Department of Education.
35 C. Out-of-state credits require a letter from the State Department of Education
36 from said state that credits are applicable for teacher certification /licensure
37 purposes, and that the institution giving credit is approved for teacher training
38 in that state.
39
 - 40 II. Coursework to apply to:
41 A. Related to area of teaching assignment or
42 B. Related to area of administrative assignment or
43 C. Related to area of supervisory assignment or
44 D. Related to area of professional development or
45

- 1 B. Certification requirements in the field of education or
- 2
- 3 C. Work towards an institutionally approved degree program in the field of
- 4 education.
- 5

6 Any course which might not meet the above requirements should receive prior approval from

7 the director of human resources prior to taking of the course.

8

9 Employees will be given two window periods for horizontal movement on the salary schedule

10 due to the completion of additional training. Employees desiring horizontal movement on the

11 salary schedule upon the completion of additional training shall file with the director of human

12 resources by September 30th for work completed prior to that date with an official transcript or

13 other documentation supporting such training. Changes requested due to additional training or

14 not supported by transcript until after September 30th shall not be considered until January 31

15 of the school year. Salary adjustment will begin with the first pay in November for the training

16 for which paperwork has been submitted by September 30th and subsequently approved by the

17 Director of Human Resources and with the first pay in March for the training for which

18 paperwork has been submitted by January 30th and subsequently approved by the Director of

19 Human Resources. Payments shall be retroactive to September 1 for the first period and

20 February 1 for the second period.

21

22 **37 - Prorated Salary**

23

24 **Part-time employees and** employees involved in a job share whose active service occurs less

25 than the equivalent of one half the school year will be credited with one year's experience for

26 the purpose of calculating the employee's salary every two years as long as the **sixty days**

27 equivalent is reached in that second year.

28

29 Compensation of part time and job share employees shall be prorated on the basis of the

30 portion of a full-time assignment for which he/she is employed.

31

32 **38 - Supplemental Compensation**

33

34 **The supplemental salary schedule for 2009-2010 shall remain unchanged. The**

35 **supplemental salary schedule for the 2010-2011 school year shall be increased by 2%.** The

36 Board will provide supplemental compensation for positions designated by the Board as

37 covering duties other than regularly assigned teaching duties.

38

39 Any new supplemental duty position created by the Board shall be added to the Master

40 Contract Supplemental Salary Listing. Prior to Board action to employ a person for the

41 position, the Association president will be given the opportunity for consultation on the rate of

42 pay for the position. The supplemental compensation for such position shall be subject to

43 negotiations at the next round of negotiations on the supplemental pay schedule subsequent to

44 the establishment of the position.

45

1 Staff members who are given limited contracts for the additional-duty positions listed in Item
2 40 (Other Pay Schedules) will be given the job description for such additional-duty position at
3 the time the initial contract is offered.
4

5 Special categorical aid programs under limited terms provided by state or federal funds are
6 exempt from the provisions of this item.
7

8 Transportation used for groups traveling to and from any school event shall be safe and
9 reliable.
10

11 No bargaining unit member shall evaluate or supervise another bargaining unit member.
12

13 A. Selection Procedures
14

15 1. If a bargaining unit member continues in a supplemental position from the previous
16 year, that position shall not be posted.
17

18 2. If a bargaining unit member does not continue in the supplemental position, then the
19 following procedures shall be followed:
20

21 a. The bargaining unit member shall first be notified in writing. **The written**
22 **notification shall be provided by a designated district administrator and/or**
23 **the bargaining unit member and shall specify the reason(s) for concluding**
24 **the supplemental contract.** The position shall **then** be posted in accordance
25 with the procedures in Section 22A.
26

27 3. The following procedures will be used where applicable for selecting personnel for
28 supplemental positions.
29

30 a. *The selection process to choose from candidates for athletic positions will be as*
31 *follows: an interview committee that includes the appropriate principals, the*
32 *Athletic Director, a representative of the EEA mutually agreed to by the*
33 *building representative and building principal and Director of Human*
34 *Resources, if necessary. The committee will conduct one or more rounds of*
35 *interviews with the head coaches who have indicated a desire to continue in the*
36 *position.*
37

38 b. If a certified bargaining unit member continues in the supplemental position, it
39 shall not be posted. If two certified bargaining unit employees hold the
40 equivalent supplemental position and those positions are consolidated, then
41 each if interested will be given the opportunity to interview with the building
42 principal for the position for the following school year.
43

- c. Any position held by any person other than a certified bargaining unit member shall be posted annually. If there are no qualified bargaining unit members, then the position may be filled outside the bargaining unit.
- d. The following music supplementals are an integral part of the teaching assignment: High School Band Director, High School Assistant Band Director, High School Choir Director, High School Orchestra Director, **Middle School**/Elementary Instrumental Music, **Middle School** Vocal Music, Elementary Vocal Music, Assistant Choir Director and Assistant Orchestra Director.

39 - Other Pay Schedules

- 1. Supplemental contracts for all persons who are also employed in a non-supplemental position by the Elyria City Schools shall be paid at a percentage of the base pay based on experience at the same level or higher in the specific field that the supplemental represents. These Percentages can be found in the accompanying charts. (If a person held a supplemental position in 1998-1999 please see #3 below.)
- 2. Supplemental contracts for all persons who are not also employed in a non-supplemental position by the Elyria City Schools shall be paid at the percentage based on 0 years of experience in that specific field. This should be at the first step found in the accompanying charts.
- 3. Supplemental contracts for all persons who held a supplemental position in the 1998-1999 school year and who are also employed in a non-supplemental position by the Elyria City Schools shall be paid at the higher level between the pay established in the previous contract and the pay established in this contract.
- 4. When counting experience for a position only four (4) years experience may be counted for work done in districts other than the Elyria City Schools.
- 5. Employees who are working under a supplemental contract with the Elyria City Schools shall be allowed to leave their assigned buildings at the end of the student day to perform the duties required by that supplemental.

The supplemental compensation for the following additional –duty positions will be determined by multiplying the Bachelor’s degree / no experience base by the percent indicated for the respective positions.

Sports Supplementals

Non-specific	0-2 YEARS	3-5 YEARS	6+ YEARS
Faculty Manager-Sr Hi	22	23	25
Faculty Mgr- Middle School	11	12	13

1	Trainer 22	23	25	
2	Cheer-Vars	8	9	10
3	Cheer-JV	6	7	8
4	Cheer- Middle School	3.5	4	4.5
5	Cheer – Freshman	3.5	4	4.5
6				
7				
8	FALL	0-2 yrs.	3 – 5 yrs.	6 + yrs.
9				
10	Football-HS/Head	22	23	25
11	Football-HS/Asst	14	15	16
12	Football- Middle School /Head	10	11	12
13	Football- Middle School /Asst	7	8	9
14	X-Country-HS/Head	10	11	12
15	X-Country-HS/Asst	7	8	9
16	X-Country- Middle School /Head	6	7	8
17	Volleyball-HS/Head	17	18	20
18	Volleyball-HS/Asst	10	11	12
19	Volleyball- Middle School /Head	7	8	9
20	Soccer-HS/Head	17	18	20
21	Soccer-HS/Asst	10	11	12
22	Tennis-HS/Head	10	11	12
23	Tennis-HS/Asst	7	8	9
24	Golf-HS/Head	10	11	12
25	Golf-HS/Asst	7	8	9
26				
27	WINTER			
28				
29	Basketball-HS/Head	22	23	25
30	Basketball-HS/Asst	12	13	14
31	Basketball- Middle School /Head	9	10	11
32	Basketball- Middle School /Asst	7	8	9
33	Wrestling-HS/Head	17	18	20
34	Wrestling-HS/Asst	10	11	12
35	Wrestling- Middle School /Head	8	9	10
36	Wrestling- Middle School /Asst	6	7	8
37	Swimming-HS/Head	14	15	16
38	Swimming-HS/Asst	10	11	12
39				
40	SPRING			
41				
42	Track-HS/Head (Indoor and Outdoor)	18	19	21
43	Track-HS/Asst (Indoor and Outdoor)	13	14	15
44	Track- Middle School /Head	7	8	9
45	Track- Middle School Asst	5	6	7

1	Baseball-HS/Head	14	15	16
2	Baseball-HS/Asst	9	10	11
3	Baseball-HS/Fresh	9	10	11
4	Softball-HS/Head	14	15	16
5	Softball-HS/Asst	9	10	11
6	Softball-HS Fresh	9	10	11
7				
8	High School	0-2 yrs	3-5 yrs	6+ yrs
9				
10	Band Director	14	15	17
11	Asst. Band Director	9	10	11
12	Student Council Advisor	9	10	11
13	Yearbook Advisor	11	12	13
14	Choir Director	9	10	11
15	Thespian Advisor	9	10	11
16	Stage and Lighting Director	9	10	11
17	Orchestra Director	9	10	11
18	Sr. Class Advisor	7	8	9
19	Junior Class Advisor	7	8	9
20	School Paper Advisor	7	8	9
21	Academic Challenge	5	6	7
22	Musical Director (Per Production)	5	6	7
23	Play Director (Per Production)	5	6	7
24	Core Team	3.5	4	4.5
25	Teen Institute	5	6	7
26	Future Teachers Advisor	4	5	6
27	Tech Director (Per Production)	3.5	4	4.5
28	National Honor Society	3.5	4	4.5
29	Department Chair	8	9	10
30	Choreography	2	3	4
31	Assistant Choir	4	5	6
32	Assistant Orchestra	4	5	6
33	Debate Coach	3.5	4	4.5
34	Intramural for each			
35	Approved position	2	3	4
36	EHS Fiddlers	7	7	7
37				
38	Middle School	0-2 yrs	3-5 yrs	6+ yrs
39				
40	Student Council	8	9	10
41	Core Chairperson	3.5	4	4.5
42	Teen Institute	3.5	4	4.5
43	Middle School/Elem. Instrumental Music	4	5	6
44	Vocal Music	3.5	4	4.5
45	Academic Challenge	1.5	2	2.5

1	Spelling Bee	1.5	2	2.5
2	Math Counts	1.5	2	2.5
3	Yearbook Advisor	3.5	4	4.5
4	Drama Advisor	3.5	4	4.5
5	Honors Choir Pianist	0.5	1	1.5
6	Family Math (Northwood)	2.5	3	3.5
7	Honors Choir	1.5	2	2.5
8	Northwood Homework Club	2.5	3	3.5
9	Westwood FEA	2	2.5	3
10				
11	Elementary	0-2 yrs.	3-5 yrs.	6+ yrs.
12				
13	Student Council	3.5	4	4.5
14	Intramurals (Roosevelt, Ely, Cascade)	4	5	6
15	Safety Patrol	2.5	3	3.5
16	Vocal Music	2.5	3	3.5
17	Young Astronauts (Windsor)	2.5	3	3.5
18	Art Club (Windsor)	1.5	2	2.5
19	Space Science Club (Windsor)	1.5	2	2.5
20	Summer Strings	1.5	2	2.5
21	Computer Club (Cascade, Ely, Windsor)	2.0	2.5	3.0
22	Positive Student (Cascade)	.5	1	1.5
23	Operetta/Musical (Windsor)	2.5	3	3.5
24	Camp Director (Windsor)	1.5	2	2.5
25	Juggling Club (Windsor)	.5	1	1.5
26	Lego Club (Franklin)	.5	1	1.5
27	Basketball (Franklin)	2	2.5	3
28	Family Science (Ely, Windsor)	.5	1.0	1.5
29	Family Math (Ely)	.5	1	1.5
30	Dare Club (Ely)	2	2.5	3

B. Minimum criteria used when issuing a new supplemental contract not limited to district-wide are:

1. The number of students involved.
2. Overall impact on the student body and district.
3. The educational value of the activity.
4. Must have a teacher advisor initially.
5. Number of hours worked per month.
6. Number of weeks worked per year.
7. Must have a job description for the advisor with the goals and objectives of the activity.
8. Building level activities must be in place for at least one school year before they may be considered for a discretionary supplemental contract.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- C. Criteria used when determining the compensation rate for supplemental contract are:
1. Length of contract (season).
 2. Number of hours worked.
 3. Number of students involved.
 4. Degree of responsibility and liability.
 5. Comparison with other similar positions within and outside the district.
 6. Amount of budget and fund raising responsibilities.
 7. Title IX compliance be maintained.
 8. Availability of funds.
- D. In order to provide the opportunity for consideration of supplemental contracts for activities not limited to district-wide, the following discretionary funds are established:
1. Each elementary principal would have a discretionary fund of 6%. All new discretionary supplemental contracts beginning with the 2002 – 2003 school year and beyond will receive a 1% discretionary rate. Current discretionary contracts will be “grandfathered”.
 2. Each secondary principal would have a discretionary fund of 3%. All new discretionary supplemental contracts beginning with the 2002 – 2003 school year and beyond will receive a 1% discretionary rate. Current discretionary contracts will be “grandfathered”.
 3. Restrictions regarding the issuing of discretionary supplemental contracts are as follows:
 - a. The activity must meet the criteria established for proposing a new position.
 - b. The activity must have been in operation and successful for one school year.
 - c. The member of the bargaining unit presents a verbal and written proposal for a discretionary supplemental contract to the building principal for approval. The bargaining unit member may have a building representative in attendance if they so choose.
 - d. Discretionary positions to be presented for Board action must be sent to the office of the superintendent or his designee by September 30.
 - e. After final review by the superintendent and the EEA president in the October Liaison meeting, the approved contract(s) will be submitted to the Board of Education for final approval.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

- f. Only those activities that have been in operation and successful for two (2) school years would be eligible to be considered for a discretionary contract for the current school year.
- g. Discretionaries will only become supplemental contracts on the “Other Pay Schedules” as part of contract negotiations. A subcommittee will be chartered to address this as part of the negotiations process. When discretionaries become supplemental contracts they will be negotiated to the prevailing supplemental rate.
- h. Once placed on the other pay schedule from a discretionary position, all others wishing to participate in the same activity must operate and show a successful activity for one year before being recommended for a supplemental contract.

II. The supplemental compensation for the following additional-duty positions will be determined as indicated:

A. Secondary guidance/ school counselors, psychologists, and Itinerant teachers, and home counselors shall be paid at the appropriate per diem rate.

Psychologists shall have a supplemental for additional duties of thirty (30) days at his/her per diem rate. Ten (10) of these days shall be for time during the regular school year for time spent beyond the regular work day.

B. OWA, OWE, Distributive Education, Work/Study Coordinator and Vocational Home Economics

Five additional days: 2.5% of regular salary from bargaining unit members’ Salary Schedule

Ten additional days: 5% of regular salary from bargaining unit members’ Salary Schedule

Fifteen additional days: 7.5% of regular salary from bargaining unit members’ Salary Schedule

Twenty additional days: 10% of regular salary from bargaining unit members’ Salary Schedule

C. Supplemental Salaries

Teacher Coordinator	Home Ec. & Ind. Arts	BA Min. x .10
---------------------	----------------------	---------------

1 Major Project Coordinator BA Min. x .10

2 Minor Project Coordinator BA Min. x .08

3 Lead Teacher BA Min. x .25

4 D. Base Contract Additions

5 Special Education (Hired prior to 1974) \$300.00

6 Speech Therapy (Hired prior to 1974) \$350.00

7 E. Bargaining unit members involved in extracurricular activities may request that
8 consideration be given for supplemental compensation. Requests shall be directed to
9 his/her building principal, who may discuss said request with the superintendent. This
10 request may also be presented at Superintendent-EEA Liaison. Nothing herein shall be
11 construed as requiring the establishment of an additional supplemental position by the
12 Board/Administration.
13

14 **40 - Supplemental Pay Periods**

15
16 An employee with a supplemental contract may have the following options for receiving
17 his/her supplemental pay:
18

- 19 1. In a lump sum at the end of the term of the supplemental duty.
- 20
21 2. In equal installments beginning the first pay period after the beginning of the term of
22 supplemental duty and continuing through the remaining pay periods for his/her regular
23 duty salary.
- 24
25 3. If a preference of 1 or 2 is not noted on the signed contract, the employee will be paid
26 in a lump sum as described in No. 1 above.
- 27
28 4. Any person employed on a supplemental contract and not a regular certified employee
29 will be paid in a lump sum as described in No. 1 above.
30

31 **41 - Payroll Deductions**

32
33 Authorization for any of the deductions listed below will be made on the form(s) approved by
34 the treasurer.
35

36 The following payroll deductions are permitted and will be reflected on the payroll information
37 stub in addition to retirement to date, income tax (local, state and federal) to date, and gross
38 income to date:
39

1 A. Annuities
2

3 Employees may make a written request on or before dates set forth to the treasurer that
4 annuity payments be withheld from their paychecks in accordance with the following:
5

- 6 1. Enrollment can occur at any time and changes may occur once in every 12-
7 month period.
- 8
- 9 2. Written cancellation may be submitted at any time during the school year.

10
11 B. Association Dues
12

13 Employees shall have the option of using a payroll deduction plan for the payment of
14 membership dues which they desire to have paid to and through the Association.
15

16 Such membership dues shall be deducted in fifteen (15) equal installments beginning
17 with the first paycheck in November. If necessary to delay the beginning of the
18 deductions until the second pay in November, the membership dues shall be deducted
19 in fourteen (14) equal installments.
20

21 Except as provided in Article II, Section **18**, deductions will be made on the basis of
22 deduction authorizations signed by the respective member and supplied to the treasurer
23 by the Association. Such authorization shall continue in effect until the member
24 submits a written cancellation to the treasurer and the Association treasurer.
25

26 No later than October 15th of each year, the Association shall provide to the treasurer
27 an alphabetized list of new members, by building, along with the signed authorization
28 form for each new EEA member. Also no later than October 15th, if there is any
29 modification in the current members' dues deductions from the previous year, the
30 Association president shall certify such changes to the treasurer by providing an
31 alphabetized list by building indicating the new deductible amount.
32

33 C. Political Contributions
34

- 35 1. Employees may request on the prescribed form a payroll deduction for a
36 political contribution.
- 37
- 38 2. The treasurer shall deduct from the amount of political contributions to be
39 transmitted an annual (contract year) fee of one dollar (\$1.00). The total
40 political contribution and the total fee to be deducted will be equally prorated
41 over the total number of pay periods remaining in the school year after the
42 effective date of the deduction.
- 43
- 44 3. Political contribution deductions may be discontinued upon submission of a
45 written notice to the treasurer.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

D. School Employees' Lorain County Credit Union

1. Any employee interested in membership with the S.E.L.C.C.U. may request on the prescribed form a payroll deduction. Those employees enrolled on or before the 15th of any month will have authorized the payroll deduction effective the first pay date of the following month.
2. The deduction will be continuous unless the treasurer is notified in writing by the person signing the original deduction authorization.
3. A reasonable effort will be made by the treasurer to forward the amount deducted from the employee's pay to the credit union on the day said deduction is made.

E. Supplemental Group Life Insurance

For the basic group life insurance plan provided in Section 43 (Economic Fringe Benefits), there will be secured a carrier which will also provide the opportunity for employees to apply for supplemental life insurance through a payroll deduction plan subject to the underwriting requirements of the carrier. Such supplemental plan will be rated separately from the basic group life insurance plan.

F. United Way

Any employee desiring to contribute to the United Way may do so through use of the payroll deduction. Proper deduction authorization forms must be submitted to the treasurer's office by October 15th each year, and the first deduction will be made on the second pay date in November. Payroll deductions must be renewed in writing each year by persons participating in the program.

G. U.S. Savings Bonds

Employees may obtain United States Series EE Bonds through a payroll deduction plan under the following provisions:

1. Upon presentation of the proper payroll deduction authorization form to the treasurer's office not later than November 1st, deductions will begin with the second pay in November.
2. The values of the bonds purchased will be limited to the amounts authorized by the U.S. Department of Treasury. The amount deducted from each pay shall be designated on the treasurer's form.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

- e. The Board recognizes, during the term of any agreements now in effect between the Board and the Elyria Education Association, that any modifications, changes and/or alterations regarding the specification for the insurance coverages on specific benefits shall be recommended by consensus of the JOINT COMMITTEE ON INSURANCE (“JCOI”) and ratified by the Board and the Association.
- f. The Board, in concert with the Elyria Education Association (EEA), will establish funding targets annually that will outline the level of internal rate stabilization expectations for the program.
- g. The Joint Committee on Insurance shall have the authority to investigate cost containment alternatives and to recommend, by consensus, changes in benefits to the Board and the Association for ratification.
- h. The membership of the Joint Committee on Insurance shall consist of a total of six (6) certified staff members appointed by the EEA which includes its consultant, a total of six (6) classified staff members appointed by the ESSS which includes its consultant and a total of (6) management representatives from the School District’s Administration which includes any consultant. Appointments to the committee will be made by the respective parties no later than September 1st annually. There shall be no more than three chairpersons, one selected by the EEA, one selected by the ESSS and the District’s Benefits Administrator.
- i. The Joint Committee on Insurance shall be able to, subject to all legal requirements of the Ohio Revised Code and Board of Education Policies and Procedures, employ a full time Benefits Coordinator / Administrative Specialist as an employee of the district and contract for consultants to assist in the administration and selection of programs to assist in claim administration and other matters affecting the operations of the self-funded insurance program. Expenditures associated with the administration of the fund will be the responsibility of the fund.
- j. The Joint Committee on Insurance (JCOI) shall meet at least quarterly to monitor the activity of the self-funded insurance program. The JCOI shall be provided information on claims paid to premiums paid by month for each line of insurance, claims tracking, administrative costs, and information regarding specific and aggregate stop-loss usage of the self-funded insurance program.
- k. The Joint Committee on Insurance shall record the activities and recommendations of the committee and provide interested parties with all necessary information.

1 Except as set forth in Article VI, this agreement shall be in effect beginning **January 1, 2010,**
2 **through July 31, 2011.**

3
4 For full-time employees under contract with the Board, the economic fringe benefits to be
5 made available by the Board will be as follows:
6

7 1. A Hospital / Medical Insurance plan with benefits at least equivalent to the Medical
8 Mutual of Ohio contract number 847891-012 in effect on March 1, 2002.
9

10 a. Group contract for Certain Health Care Benefits incorporating the 120 day
11 Extended Benefit Employee Certificate are as follows:
12

13 Health Care Certificate
14 Extended Health Certificate
15 Skilled Nursing Facility Benefits Rider
16 Laboratory and Pathological Services Rider
17 Emergency Medical Care Rider
18 Consultation Services Rider
19 Emergency Room Deductible Rider
20 COBRA Provisions-Coverage Continuation
21 (Rider 666)
22 Order of Benefits-Birthday Rule
23 (Rider 588)
24 Base Schedule of Benefits
25 Base Health Care Certificate
26

27 b. Group Contract for Supplemental Hospital Expense Benefits
28

29 Major Medical Coverage
30 Supplemental Major Medical Coverage Rider
31 Effective 7/1/93
32 Routine Mammogram Rider
33 Well Child Care Rider
34 Coordinator of Benefits and Subrogation Rider
35 Routine Pap Rider
36 Supplemental Major Medical Rider Schedule
37 Of Benefits
38 Supplemental Major Medical Rider
39

40 As assembled September 11, 2001
41

42 c. The joint Committee on Insurance adoptions from 12/1/2001 on mental health
43 benefits and colonoscopy.
44

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

- d. The Joint Committee on Insurance adoptions from 2/1/02 on hearing and Well Child Care.
- 2. A Prescription Drug plan with benefits at least equivalent to **CAREMARK** with a **10/20/40** co-pay in effect on **January 1, 2010**.
- 3. A Dental Health plan with benefits at least equivalent to Delta Dental in effect on March 1, 2002.
- 4. A Vision Care Plan with benefits at least equivalent to Vision Service Plan in effect on March 1, 2002.
- 5. A group term life insurance plan with coverage for each employee in an amount equal to such employee's base salary (pro-rated for part-time employees) plus an equal amount of accidental death and dismemberment coverage.
- 6. An accident and sickness income insurance plan at least equivalent to the **UNIM** in effect on **July 1, 2008**.
- 7. Liability Insurance
 - a. The Elyria City Board of Education shall make available for full-time employees under contract Liability Insurance at least equivalent to Nationwide Insurance Coverage policy 91 GP 401-533-0001L, CAS 408L, CAS 3119 CAS 2700C (2-90).
 - b. Upon the request of an OEA-NEA member, and with the concurrence of the OEA-NEA Liability Insurance Carrier, the carrier shall provide primary coverage, and designate legal counsel to represent that member. If a member is provided a defense by the OEA-NEA Liability Carrier that individual shall hold harmless the Board of Education and its insurance carrier for any and all damages, claims and/or fees arising out of the action.
 - c. The Board and its members, the Administration, the Board's insurance carrier, the EEA officers, cabinet and/or representative, the OEA/NEA insurance carrier and members of the bargaining unit shall be barred from making media releases regarding any potential or actual liability suit except by mutual agreement of the parties.

1
2 **44 - Condition of Insurance Coverage**
3

4 For those economic fringe benefit coverages which the Board pays all or part of the premiums
5 for full-time employees, the Board will pay such premiums for part-time employees on a
6 prorated basis.
7

8 For those insurance plans for which the Board provides employee-only coverage, a payroll
9 deduction plan may be used by employees to purchase dependents' coverage as available from
10 the carrier of the basic plan.
11

12 Insurance coverage for participating employees will be effective as follows:
13

- 14 A. Employees whose first workday is on or prior to the 14th of any given month
15 shall be covered by all fringe benefits effective from the first day of that month.
16
17 B. Employees whose first workday is on or after the 15th of any given month shall
18 be covered by all fringe benefits effective from the first day of the following
19 month.
20

21 Present employees must submit to the regulations prescribed by the present hospitalization plan
22 and other insurance plans described under said carrier for enrollment purposes.
23

24 Except as provided elsewhere in this Agreement, if so requested an employee may continue
25 participation in the group insurance plan during such leave, if underwriting requirements of the
26 respective carriers permit, by remitting the premiums to the treasurer. Remittance must be
27 submitted by the time specified by the treasurer if continuous coverage is to be maintained.
28 Such remittance shall not be required more than thirty (30) days in advance.
29

30 Upon separation from employment the bargaining unit member shall have the right to assume
31 life insurance coverage from Medical Life plan or the current carrier, at his / her own expense
32 at the rates and guidelines established by the carrier.
33

34 **45 - Theft Insurance**
35

36 An employee who is required to collect or be responsible for money collected for school
37 purposes will be insured against loss resulting from theft of such school money in the amount
38 of up to \$500 if such theft occurs on school premises during the time that the employee is on
39 duty. The employee will promptly report such theft to the police through the building principal
40 in order to be eligible later to file a claim for loss.
41

42 Except in unusual circumstances bargaining unit members will be afforded the opportunity to
43 deposit funds with the building principal or designee during the regularly-scheduled workday.
44

1 **46 - Court Duty Leave**

2
3 Any full time employee called for jury duty or subpoenaed as a witness or required to be in
4 Court on a job-related matter shall upon request be excused to perform such service and will
5 receive regular compensation for the time required to fulfill this obligation during regular work
6 hours. The employee shall pay to the Board the amount of money received for such duty or
7 any per diem fees available from the party issuing the subpoena. Time served for court duty
8 under these provisions will not be charged to any other leave. To be eligible for compensation,
9 the employee must provide the superintendent or designee (a) notice of his/her summons or a
10 copy of the subpoena (as soon as possible prior to the date of such service) and (b) a Clerk of
11 Court's certificate or other documentation of the Court stating the dates served and
12 compensation received together with a statement of actual time served. Employees desiring
13 full compensation for any partial date of Court duty shall immediately notify the superintendent
14 or designee when excused by the Court for the day and then report promptly to their regular
15 duty locations unless the superintendent or designee instructs them otherwise.

16
17 **47 - Sick Leave**

18
19 Unused sick leave accrued to an employee in accordance with ORC 3319.141 will be
20 cumulative to a maximum of 250 days. Any bargaining unit member unless otherwise
21 excluded in the Master Contract who is on sick leave with pay when schools are closed for
22 calamity days, shall receive their regular pay. Such days shall not be charged to sick leave.

23
24 Each full-time employee of the Elyria City Board of Education under annual or regular school
25 year contract, shall earn one and one-quarter (1-1/4) days of sick leave credit for each month of
26 completed service to a maximum of 15 days per year.

27
28 Bargaining unit members, unless otherwise excluded in the Master Contract and staff members
29 beginning their teaching in Ohio are automatically advanced five days of sick leave credit.
30 Additional sick leave credit does not accumulate until said bargaining unit member has been in
31 the Board's employment a sufficient time to have earned the five (5) days so credited.

32
33 Unused sick leave credit accumulated in the Ohio Public Schools and other public agencies in
34 Ohio only is transferable, and such transfer must occur within ten (10) years of their separation
35 from the previous public agency employment.

36
37 "Immediate Family" as used in this section shall mean husband, wife, son, daughter, father,
38 mother, brother, sister, father-in-law, mother-in-law, grandparent grandchild daughter-in-law,
39 son-in-law and step-children or anyone who has been living in the same household as integral
40 part of the family and stands in a similar position to the aforelisted persons, and is meant to
41 cover areas where a relative or even a person who is not a relative has accepted the privileges
42 of the home as a continuous occupant thereof and has become a part of the family life.

1 Sick leave not to exceed one (1) day shall be granted to attend the funeral of a grandparent,
2 niece, nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, or son-in-law, or
3 daughter-in-law.
4

5 In addition to the above, the superintendent may grant an employee sick leave not to exceed
6 one (1) day to attend a funeral when it is clearly the obligation of the employee to attend such
7 funeral.
8

9 Sick leave use will only be approved in segments of whole or half days. Half days will be
10 charged for absence due to illness up to three and one half hours in duration, and whole days
11 will be charged for absence due to illness in excess of three hours.
12

13 Bargaining unit members absent from regular duties because of illness or other leaves shall file,
14 in duplicate, a statement on the prescribed forms supporting the use of sick leave credit during
15 their absence. Such statements must be filed with the director of human resources within thirty
16 (30) calendar days after the return to work. A separate statement is required for each separated
17 period of absence. Failure to submit the prescribed form within thirty (30) calendar days of
18 absence may result in a loss of pay for the day(s) of absence. Effective the 2001 – 2002 school
19 year, if the Board has a reasonable basis, including but not limited to the timing or pattern of
20 absences, to suspect an employee is falsifying the use of sick leave, the Director of Human
21 Resources will meet with EEA Presidents(s) to review the matter and afterwards may
22 require the employee to provide additional documentation including an actual physician's
23 statement setting forth the basis of and necessity for sick leave.
24

25 Falsification of a signed statement supporting the use of sick leave is grounds for suspension or
26 termination of employment.
27

28 An employee may use up to two personal leave days for religious purposes. Such days shall not
29 be counted as days absent for attendance bonus purposes.
30

31 **48 - Personal Leave - No Deduct**
32

33 An employee shall be allowed not to exceed three (3) days of personal leave during a school
34 year with no salary deduction for the purpose of conducting personal business which in the
35 judgment of a prudent person could not be performed other than on school time. If such leave
36 is requested for the day before or the day following a vacation period, the employee must
37 submit the reasons in writing to the superintendent or designee for a final decision. If an
38 employee was absent on an Inservice Day the previous year, the employee must submit the
39 reasons in writing in advance to the building principal for approval of a personal leave request
40 for an Inservice Day in the current year. Personal leave days without salary deduction shall not
41 be cumulative. Any unused personal days shall be converted to sick leave days at the end of
42 the school year and added to sick leave accumulation.
43

1 **49- Personal Leave Deduct**
2

3 Bargaining unit members may request a personal leave without pay for purposes not covered
4 by other leave policies. All requests for personal leave shall be considered on their own merits
5 and no accrual and/or right to any specific number days shall exist.
6

7 Such leave shall be deducted from the employee's salary. The amount deducted shall be equal
8 to the bargaining unit member's per diem rate. Deduction for the absence shall occur within
9 two pay periods from the date of absence.
10

11 All absence for personal reasons under this section, except in cases of emergency or
12 extenuating circumstances, shall have prior approval of the building principal or immediate
13 supervisor. The proper form shall be filed with the director of human resources for final
14 approval. This policy shall be uniformly administered.
15

16 **50 - Parental/Family Leave**
17

18 It is the good faith intent of the Board and the Association to comply with the provisions of
19 P.L. 103-3, the Family and Medical Leave Act of 1993.
20

21 I. Use of Sick Leave
22

23 An employee may use sick leave for absence due to disability caused or contributed to
24 by pregnancy or serious health condition in the immediate family as defined in Section
25 47.
26

27 II. Use of Unpaid Maternity/Paternity Leave
28

29 An employee shall be eligible for maternity/paternity leave without pay commencing
30 with the date the doctor verifies that she is able to return to work and continuing
31 through the date determined in part 2 below.
32

33 Maternity/paternity leave shall be governed by the following conditions:
34

35 1. The employee will request the leave of absence in writing to the Director of
36 Human Resources at least a month (30 calendar days) in advance of the first
37 effective day of the requested leave. In the event of premature birth or
38 complications related directly to the pregnancy as attested to by the physician,
39 the thirty-day (30) period may be waived.
40

41 2. A meeting with the Director of Human Resources will be arranged to discuss a
42 mutually convenient separation date as well as the date of expected return to
43 full employment, which shall be at the end of a grading period, unless mutually
44 agreed to otherwise.
45

- 1 3. The employee and the Director of Human Resources will complete the
2 maternity/paternity leave application after the prescribed conference.
3
- 4 4. A staff member approved for unpaid maternity/paternity leave in any given
5 school year may request an extension for the following school year by January
6 1. If the sick leave/unpaid maternity/paternity leave spans two (2) school years,
7 the bargaining unit member may request an extension for the balance of the
8 second school year at least 30 days prior to the agreed upon return date. If the
9 birth occurs during the summer, the bargaining unit member may request an
10 extension for the balance of the new school year at least 30 days prior to the
11 agreed upon return date.
12
- 13 5. Requests for unpaid maternity/paternity leave shall be presented to and
14 approved only by the Board.
15
- 16 6. Associated with the pregnancy, the Board will pay hospitalization or other
17 benefits for employees on sick leave/unpaid maternity/paternity leave up to a
18 maximum of 12 work weeks. After the 12 work weeks the employee may
19 remain on group coverage by making their own premium payments to the
20 Treasurer of the Board in advance of the billing date.
21
- 22 7. A new employee who is employed to replace an individual who has been
23 granted a maternity/paternity leave will be hired as a Long-Term Substitute. A
24 Long-Term Substitute will not be granted a leave of absence until his or her
25 replacement classification is changed.
26
- 27 8. Staff members who will be on unpaid maternity/paternity leave to become
28 effective at the termination of the period of disability caused or contributed to
29 by pregnancy shall be entitled to use sick leave during the period of disability to
30 the limit of their accrued sick leave only.
31

32 III. Adoption Leave 33

34 *A staff member who is adopting a child may request a leave of absence without pay for*
35 *adoption reasons to begin upon the receipt of custody, and for the balance of the school*
36 *year and for the following school year if requested prior to January 1.*
37

38 *Application for Leave - Applications for adoption leave shall be in writing, and shall*
39 *contain a statement of the date of obtaining custody, the date on which the leave of*
40 *absence is requested to commence, and the date the staff member may anticipate return*
41 *to service. Applications for adoption leave should be made at least thirty days in*
42 *advance of anticipation of custody.*

43 *Associated with the adoption, the Board will pay hospitalization or other benefits for*
44 *employees on unpaid adoption leave up to a maximum of 12 work weeks. After the 12*

1 work weeks the employee may remain on group coverage by making their own
2 premium payments to the Treasurer of the Board in advance of the billing date.

3
4 IV. Foster Care Leave/Serious Health Condition Leave

5
6 An employee who has need of Foster Care Leave or Serious Health Care Leave in the
7 immediate family shall contact the Director of Human Resources. Provisions for Foster
8 Care Leave and Serious Health Care Leave shall comply with the provisions of P.L.
9 103-3, the Family and Medical Leave Act of 1993.

10
11 Associated with foster care leave and serious health condition leave in the immediate
12 family, the Board will pay hospitalization or other benefits for employees on the unpaid
13 leave up to a maximum of 12 work weeks.

14
15 V. Reinstatement

16
17 Upon return from approved leaves listed in this Article at the time set forth in the
18 application for leave, the staff member shall be entitled to reinstatement to the same
19 position which he/she held prior to the leave, or if that position is no longer in
20 existence, to a substantially equivalent position for which the staff member holds valid
21 certification.

22
23 If the staff member desires to return to active service prior to the stated date given on
24 the application for leave, the staff member shall notify the Director of Human
25 Resources in writing that an early return to service is requested; and the date upon
26 which the staff member requests to return. In this case, the staff member will be placed
27 in a position at the earliest possible time a suitable vacancy occurs.

28
29 **51 - Sabbatical Leave**

30
31 Employees may request an unpaid leave of absence for study purposes in accordance with the
32 following provisions:

33
34 I. Eligibility for Professional Improvement Leave

35
36 A. An employee must have completed at least five years of service in the Elyria
37 City Schools prior to the granting of approval for professional improvement
38 leave.

39
40 B. Candidates for professional improvement shall have at least five years expected
41 service remaining at the time such leave is requested.

42
43
44 II. Procedure for Applying for Professional Improvement Leave

- 1 A. A written application shall be submitted to the director of human resources
2 including an outline of the proposed study.
3
4 B. Applications and all other pertinent materials shall be submitted to the director
5 of human resources no later than May 1 proceeding the year for which the leave
6 is being requested.
7
8 C. Such requests shall be submitted to the Board for approval or rejection by
9 June 1 following the application.
10

11 III. General Conditions

- 12
13 A. Employees granted leave for professional improvement may retain group
14 hospitalization coverage by requesting such in writing to the treasurer and by
15 submitting a check by the first of each month to cover the premium.
16
17 B. Employees on professional improvement leave shall not accept full-time
18 teaching jobs with another district.
19
20 C. The Board reserves the right to limit the number of persons on professional
21 improvement leave to one (1) percent of the number of employees in the
22 bargaining unit.
23
24 D. Leaves shall be limited to one school year.
25
26 E. Individuals returning from leave for professional improvement will be placed in
27 the same position if possible as determined by the superintendent or designee,
28 but they may be assigned to another position for which they are certified.
29
30 F. Employees returning from leave for professional improvement shall assume the
31 same contractual status held at the time the leave began with the exception that
32 additional compensation may be granted for additional graduate credit gained
33 while on leave. Official transcripts of such credit shall be submitted to the
34 director of human resources in accordance with administrative regulations.
35
36 G. Employees on leave for professional improvement shall notify the director of
37 human resources in writing by April 1, preceding the year of their intended
38 return.
39

40 **52 - Professional Growth**

41
42 If requested by the administration and approved by the superintendent, any bargaining unit
43 member who enrolls in a course related to his/her instructional responsibilities at an accredited
44 college or university shall receive partial or full reimbursement from the Board for tuition and
45 books upon the completion of such course(s).

1
2 If approved by the superintendent, released time may be granted to attend professional
3 meetings, conferences, or visitations which may provide the opportunity for the staff member's
4 professional growth.
5

6 Interested employees may check with the principal, supervisor or coordinator to determine if
7 financial assistance will be available for attendance at such activities.
8

9 Applications for professional leave and financial assistance for such leave shall be made on the
10 prescribed form well in advance of the registration deadline, which is to be indicated on the
11 application, in order to permit the application to be routinely processed in sufficient time to
12 meet the needs of the applicant. In any case, such application is to be submitted not less than
13 two weeks prior to the date for which the professional leave is requested. If priority processing
14 is needed under special circumstances, the applicant may telephone or personally contact the
15 supervisor concerned to request and to arrange for special handling of the application. Unless
16 approved by the Director of Human Resources, no more than twenty (20) professional leaves
17 requiring a substitute shall be approved on a particular day. Requests shall be considered on a
18 first come, first served basis based upon receipt by the Director of Human Resources.
19

20 Prior to the beginning of each school year, the superintendent will determine the budget for
21 discretionary professional leave. This amount shall be in addition to funds allocated for
22 district-wide goals and mandated professional leave. The dollars will be allocated per teacher
23 and distributed per building. Persons who work in more than one building will seek approval
24 of the building administrator who is responsible for evaluating that employee.
25

26 The staff and principal will establish guidelines for the distribution of such funds within the
27 building. Substitute costs, if needed, will be deducted from the building professional leave
28 budget. Any professional leave dollars remaining at the end of the school year will be carried
29 over for that building's professional leave account the following year.
30

31 **53 - Professional Development Through Travel**

32

33 To assist in obtaining possible tax deduction for travel that can be related to teaching
34 assignments, bargaining unit members may consult with their principals or supervisors in
35 advance concerning the relevance of the proposed travel to the teaching responsibilities. Such
36 travel, though considered appropriate, is not required.
37

38 The bargaining unit member may request approval by submitting a written description of such
39 travel to the principal or supervisor. If the principal or supervisor deems such travel to be
40 relevant, he/she will approve and sign a statement thereon.
41
42
43

44 **54 - Tuition Reimbursement**

45

- 1 1. The Board agrees to pay up to \$200.00 per semester hour (2/3 of this amount will be
2 paid for quarter hours) to full-time certified employees who successfully complete
3 (grade B or better) courses taken. Only course work taken by full time certificated
4 employees in accordance with his /her approved individual professional development
5 plan (IPDP) and are fulfilling a licensure applies under this section.
6
- 7 2. An employee may receive reimbursement for a maximum of six (6) semester hours or
8 nine (9) quarter hours per school year under this provision. A certified transcript and a
9 receipt for tuition payments must be submitted to the Treasurer to be eligible for tuition
10 reimbursement.
11
- 12 3. An employee must teach in the District the year following the earning of the
13 coursework credit to be eligible to receive tuition reimbursement.
14
- 15 4. The Board will appropriate for tuition reimbursement purposes a maximum of Sixty
16 Thousand Dollars (\$60,000) per school year to be allocated \$40,000 for the classes
17 taken between January 1 through August 31 and another \$20,000 shall be allocated for
18 the classes taken between September 1 and December 31. Any amount left over from
19 the \$20,000 allocation shall be rolled into the allocation for the second period. This
20 amount shall not accumulate from school year to school year. If the amount of valid
21 tuition reimbursement requests exceeds these amounts, eligible employees will be
22 *reimbursed on a prorated basis computed by dividing the appropriated amount by the*
23 *total number of credit hours District wide for which reimbursement is requested.*
24 *Payment will be made during February for the classes completed prior to December 31*
25 *and during October for the classes completed prior to August. Transcripts and proof of*
26 *payment must be filed with the Director of Human Resources no later than January 15*
27 *for the February payment and September 15 for the October payment.*
28
- 29 5. The amount of tuition reimbursement shall not exceed the actual cost of the tuition paid
30 by an employee for coursework. Additionally, employees who are reimbursed by
31 another agency shall be eligible for the difference, if any, between reimbursement to
32 which they would be entitled and the amount received from the agency.
33

34 **55 - Personal Freedom**

35
36 Those personal rights as guaranteed to every individual by the Constitution of the United States
37 shall be adhered to by the Board and the administration and the Elyria Education Association.
38

39 **56 - Personnel Records**

40
41 Any bargaining unit member will be given a copy of an evaluation hereafter made of his/her
42 behavior as an employee of the Board prior to the placement of such material in his/her
43 Personnel Department folder. The bargaining unit member shall acknowledge that he/she has
44 received a copy and has read the material by affixing his/her signature to the copy to be filed.
45 The signature will indicate that the evaluation has been inspected by the bargaining unit

1 member but does not necessarily indicate agreement with the contents of the material.
2 However, if the bargaining unit member disagrees with the evaluation in any significant way,
3 he/she shall within ten (10) days after inspection of the material reply in a written statement to
4 be attached to the filed copy. Such statement will contain specific reasons why the teacher
5 disagrees with the evaluation.
6

7 Anonymous letters or materials will not be placed in a bargaining unit member's file nor will
8 they be made a matter of record.
9

10 In general, employees are expected to maintain their own files of records which would be
11 available to them upon their request to the original source. However, to assist a bargaining unit
12 member having an urgent need to consult such records, school officials shall, upon request,
13 provide a bargaining unit member the opportunity to see them in the presence of the director of
14 human resources or designee and a representative of the Association if requested by the
15 bargaining unit member. In addition, upon request, each bargaining unit member will be given
16 the opportunity in the presence of the director of human resources or designee and a
17 representative of the bargaining unit member choice to review other items from the bargaining
18 unit member's personnel folder.
19

20 A personnel file for each bargaining unit member shall be kept at the Board office.
21 Additionally, each building principal may continue to have a file on each bargaining unit
22 member at the building. The contents of a teacher's file shall be disclosed to someone other
23 than the teacher only as required by law with prior notice to the teacher.
24

25 All materials placed in a bargaining unit member's file subsequent to the adoption of this
26 agreement shall be clearly marked with the date of filing and a copy to the teacher.
27

28 A bargaining unit member may review his/her personnel file at the building or Board level and
29 is entitled to copies of his/her personnel file at his/her expense at the copying cost of 10 cents
30 per page.
31

32 Without superseding the provisions as stated above, nothing in this item is to be construed as
33 permitting access by the employee or other than specifically authorized personnel to
34 recommendations or letters of reference pertaining to such employee.
35

36 **57 - Staff Participation in School Design**
37

38 Employees will be given the opportunity to be involved in developing the educational
39 specifications for new educational facilities. In addition to persons who may be selected from
40 other groups the superintendent or designee will select from among employees, if any,
41 nominated by the Association for involvement.
42

1 **58 - In-service Training**
2

3 Administrators shall endeavor to develop in-service educational programs which are responsive
4 to the needs of the bargaining unit members involved. An opportunity will be provided for the
5 Association to have input into the planning of in-service programs.
6

7 Districtwide Professional Development Days (“Waiver Days”) shall be limited to two (2) full
8 days per year. Elementary and Secondary Waiver Days shall be held on the same day. The
9 content of the districtwide professional development days shall be developed by an elementary
10 and secondary planning committee, each composed of seven (7) members as follows: an
11 appropriate principal, two (2) designees appointed by the Superintendent, a member of the
12 EEA executive cabinet, a special education bargaining unit member and two (2) members
13 appointed by the EEA President.
14

15 **59 - Superintendent-EEA Liaison**
16

17 The president of the Elyria Education Association and the superintendent shall meet no later
18 than the end of the second week of school to establish a calendar for the school year for the
19 Liaison meetings. If there is a conflict with a scheduled meeting, it shall be rescheduled as
20 soon as possible. These meetings are designed to discuss any matters pertaining to the
21 Association or its membership and to discuss any matters the superintendent deems
22 appropriate. Respective agendas shall be shared at least five working days prior to the
23 scheduled meeting. Before a matter is brought before the Superintendent EEA Liaison
24 Committee it must first be discussed with the building or program administrator. The
25 bargaining unit member presenting the issue need not be the person to raise it with the building
26 or program administrator. Rather, the building representative or any Association officer or
27 representative may bring the issue before the administrator.
28

29 The Liaison’s agenda and responsibilities does not preclude complaints from the Association,
30 an individual bargaining unit member, or group of bargaining unit members pertaining to the
31 alleged misinterpretation, misapplication, or violation of an established Board policy,
32 administrative regulation or procedure to present their case to the Board of Education so long
33 as the issue was first addressed in Liaison.
34

35 The president of the Association and/or the superintendent may be accompanied to these
36 meetings by one other person at his/her discretion and by such other persons as may be
37 arranged in advance by mutual agreement.
38

39 The Superintendent-EEA Liaison committee shall be the only forum for negotiating mandatory
40 items of bargaining under Ohio Revised Code 4177.08 during the duration of the contract.
41
42

1 **60 - STRS - Salary Reduction/Salary Restatement (Sheltering)**

2
3 The salaries of all bargaining unit members shall be reduced by an amount equivalent to the
4 teacher's STRS contributions as provided by law. The Board of Education shall forward such
5 contributions to STRS, although these contributions will be designated as employee
6 contributions for STRS purposes. It is understood that they are being forwarded by the Board
7 in lieu of contributions otherwise taxable by the employee. It is further agreed that in the event
8 such Board-paid contributions are determined to be taxable to the employee by IRS or other
9 taxing authority, or determined to be illegal by any board, agency, or court of competent
10 jurisdiction, the salaries of all bargaining unit members will be increased by an amount
11 equivalent to the teacher's STRS contributions for taxing purposes.

12
13 **61 - Teacher Exchange**

14
15 The Elyria City Board of Education may grant permission for members of the teaching staff to
16 participate in the International Teaching Fellowship Program, Fulbright, or any comparable
17 program. Any individuals selected for participation shall be required to return and teach in the
18 Elyria City Schools for the same length of time he/she spent in the International Teaching
19 Fellowship Program, Fulbright, or any comparable program.

20
21 **62 - Lesson Plans**

22
23 Lesson plans shall conform with the State Minimum Standards. Lesson plans shall be
24 developed weekly in advance by the teacher. Lesson plans shall be available to administrators
25 by the close of the teacher day on Friday or the beginning of the teacher day on Monday.
26 Lesson plans shall be detailed enough for the teacher's and/or a substitute's use. Lesson plans
27 are considered a guideline for effective instruction. It is essential that all teachers maintain
28 current daily lesson plans which will provide a framework for such instruction. A teacher shall
29 not be expected to submit lesson plans when he/she is absent for extended periods of time.

30
31 **63 - Interschool Mail**

32
33 Except for multi-addressed correspondence, interschool mail shall be opened only by the
34 addressee.

35
36 **64 - Job Sharing**

37
38 Job sharing has been and is being permitted in the Elyria City Schools. A bargaining unit
39 member wishing to participate in a job share will, to the extent possible, be included in the
40 selection of a partner.

41
42 After a mutually agreed upon plan between the two bargaining unit members involved the
43 building principal involved, and the central office administration with input from the EEA is
44 approved, the job sharing plan will be taken to the Board of Education for final approval on a
45 case-by-case basis.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Prior to Board approval of any job sharing plan, the EEA shall be notified via the Superintendent-EEA Liaison.

Salary and fringe benefits shall be available on a prorated basis. Employees who work the equivalent of a half the school year in a job sharing assignment will be recognized for a full year of credit on the salary schedule.

All bargaining unit members involved in a job sharing plan shall have all rights and protections under the Master Contract as all other members of the bargaining unit, including a full year of seniority for each year of service in a job sharing plan.

This does not include the normal practice of part-time assignment which may be determined by the administration as being needed to fill given vacancies.

Job sharing bargaining unit members will attend staff meetings scheduled on their work time and will consult with the building principal to obtain pertinent information covered in the staff meetings scheduled outside their work time.

65 - Elementary Guidance

Every attempt will be made to make a phone and room available for elementary school counselor's use.

66 - Elementary AMPS

Elementary AMPS teachers shall be permitted to use three (3) of five (5) elementary conference half-days in their respective buildings as determined by the administration. The remaining two half-days shall be used for departmental in-service under the appropriate supervisor or administrator.

67 - Tutors

Tutors employed by the Board have duties and responsibilities which differ from those of teachers in many ways and shall be employed under annual tutor limited contracts for the number of days specified in each tutor's contract.

The following Articles and Sections only shall apply to tutors:

Article I		
Article IV		
Section	11	<u>School Calendar</u>
	16	<u>Non-discrimination</u>
	17	<u>Summer School</u>
	18	<u>Adult Basic and Literacy Education</u>

1	19	<u>Home Instruction</u>
2	23	<u>Related Teachers</u>
3	24	<u>Reduction in Personnel</u> - (Within their own area) Tutors shall be
4		on a separate seniority list for purpose of Reduction in Force
5		after serving a one (1) year probationary period. Tutor seniority
6		shall be determined by the length of continuous service of the
7		individual tutor in the bargaining unit. Tutors shall be eligible
8		for rehire only to like positions following a contract
9		non-renewal. If two or more tutors have the same length of
10		continuous service, then seniority will be determined by:
11		A. Date of the Board Meeting at which the tutor was hired.
12		B. The date on which the tutor submitted a completed job
13		application.
14		C. By lot.
15	25B	<u>Non-Renewal Procedures</u>
16	26	<u>Criteria of Acceptable Level of Performance Only</u>
17	32	<u>Severance Pay (DPIA and Auxiliary only)</u>
18	33	<u>Death Benefits</u>
19	34	<u>Hourly Rate</u>
20	38	<u>Supplemental Compensation</u>
21	39	<u>Other Pay Schedules</u>
22	40	<u>Supplemental Pay Period (Item #1 only)</u>
23	41	<u>Payroll Deductions</u>
24	42	<u>Mileage Reimbursement</u>
25	43	<u>Economic Fringe Benefits</u> - Tutors working a minimum of 15
26		hours per week have the option to purchase benefits.
27	46	<u>Court Duty Leave (DPIA and Auxiliary only)</u>
28	47	<u>Sick Leave (DPIA and Auxiliary only)</u>
29	48	<u>Personal Days</u>
30	50	<u>Parental/Family Leave</u>
31	51	<u>Sabbatical Leave</u>
32	55	<u>Personal Freedom</u>
33	56	<u>Personnel Records</u>
34	59	<u>Superintendent-EEA Liaison</u>
35	63	<u>Interschool Mail</u>
36		

37 A tutor may grieve only violations of these specified articles and sections pursuant to Article III
38 of this agreement. All other articles and sections of this agreement shall be inapplicable to
39 tutors. Furthermore, the provisions of Sections 3319.11 and 3319.111 (H.B. 330) are not
40 applicable to tutors.

41
42 Tutors shall be employed on annual tutor contracts which shall be limited contracts and which
43 are not teacher contracts.

44
45 The annual hiring/recall of tutors depends in part, but is not limited to, need.

1
2 Tutors shall not be eligible for continuing contracts.

3
4 Tutors shall be compensated at the hourly rate in Section 34 - Hourly Rate.

5
6 Each tutor shall be paid at the hourly rate for required attendance at departmental in-service
7 meetings and parent-teacher conferences.

8
9 The provisions of this section of the agreement are controlling, notwithstanding any provisions
10 of the Ohio Revised Code including but not limited to Sections 3319.08, 3319.09, 3319.10,
11 3319.11, 3319.111, 3317.13 and 3317.14. Notwithstanding any other provisions of the Ohio
12 Revised Code now in effect or hereinafter enacted, tutors shall be entitled only to the
13 employment benefits specifically provided in this Section 69 and shall accept said benefits
14 provided in lieu of any and all statutory employment rights which are hereby specifically
15 waived and superseded.

16
17 Scheduling shall be worked out by the Director of Human Resources after consultation with the
18 building principal and tutor.

19
20 DPIA and Auxiliary tutors only shall be paid for all calamity days as determined and granted
21 by the State Superintendent of Public Instruction at their regular rate.

22
23 **68 - Building Substitutes**

24
25 In accordance with Article I, a building substitute is a teacher who is regularly assigned to a
26 specific building or buildings for a school year.

27
28 Building Substitutes employed by the Board have duties and responsibilities which differ from
29 those of regular teachers in many ways and shall be employed under annual building substitute
30 limited contracts for the number of days specified in building substitute's contract.

31
32 The following Articles and Sections only shall apply to building substitute:

33
34 Article I

35 Article II, (B) (17)

36 Article IV

37

38	Section	02	<u>Workday</u>
39		03	<u>Starting and Ending Times</u>
40		04	<u>Lunch and Planning Time</u>
41		05	<u>Non-Teaching Duties</u>
42		06	<u>After School Conferences</u>
43		07	<u>School Staff Meetings</u>
44		09	<u>Number of Working Days</u>
45		11	<u>School Calendar</u>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- 12 Supplemental Pay for Substitute Work
- 16 Non-discrimination
- 17 Summer School
- 18 Adult Basic Literacy Education
- 19 Home Instruction
- 23 Related Teachers
- 33 Death Benefits
- 34 Hourly Rate
- 38 Supplemental Compensation
- 39 Other Pay Schedules
- 40 Supplemental Pay Period (Item #1 only)
- 41 Payroll Deductions
- 42 Mileage Reimbursement
- 43 Economic Fringe Benefits - Building Substitutes
working a minimum of 15 hours per week have the option to
purchase benefits.
- 47 Sick Leave
- 48 Personal Days
- 50 Parental/Family Leave (if qualified)
- 51 Sabbatical Leave
- 55 Personal Freedom
- 56 Personnel Records
- 59 Superintendent-EEA Liaison
- 63 Interschool Mail

A building substitute may grieve only violations of these specified articles and sections pursuant to Article III of this agreement. All other articles and sections of this agreement shall be inapplicable to building substitutes. Furthermore, the provisions of Sections 3319.11 and 3319.111 (H.B. 330) are not applicable to building substitutes.

Building substitutes shall be employed on annual building substitute contracts which shall be limited contracts and which are not teacher contracts. Their rate of pay shall be \$125.00.

The annual hiring/recall of building substitute depends in part, but is not limited to, need.

Building substitute shall not be eligible for continuing contracts.

The parties agree and understand that building substitutes will have the conference and planning time of the teacher he/she replaces. This may result in a situation where the building substitute has less conference and planning time than specified in the agreement.

The provisions of this section of the agreement are controlling, notwithstanding any provisions of the Ohio Revised Code including but not limited to Sections 3319.08, 3319.09, 3319.10, 3319.11, 3319.111, 3317.13 and 3317.14. Notwithstanding any other provisions of the Ohio Revised Code now in effect or hereinafter enacted, a building substitute shall be entitled only to

1 the employment benefits specifically provided in this Section 43 and shall accept said benefits
2 provided in lieu of any all statutory employment rights which are hereby specifically waived
3 and superseded.

4
5 Scheduling shall be worked out by the Director of Human Resources after consultation with the
6 building principal and building substitute.

7
8 A building substitute will have the opportunity to be considered for any vacant bargaining unit
9 position for which he/she meets the eligibility criteria only after all regular teachers have
10 exercised their rights under the Master Contract.

11
12 Building subs will be eligible for sick leave in accordance with ORC 3319.141 under Article
13 IV, Section 48 of the Master Contract. Eligibility for any other benefit will be determined by
14 the Insurance Sub-Committee. Building subs working more than 15 hours per week may enroll
15 in and pay the full premium for medical/drug, dental and vision plans as offered to other
16 employees.

17
18 When a building substitute is not subbing for a teacher in the building or assigned to another
19 building, he/she shall perform instructional duties such as intervention, or tutoring, but shall not
20 do clerical work.

21
22 **69 - Physical Therapists and Occupational Therapists**

23
24 Physical Therapists and Occupational Therapists employed by the Board have duties and
25 responsibilities which differ from those of regular teachers in many ways and shall be
26 employed under annual limited contracts for the number of days specified in Physical
27 Therapists and Occupational Therapists contract.

28
29 The following Articles and Sections only shall apply to Physical Therapists and Occupational
30 Therapists:

31
32
33 Article I

34 Article IV

35	Section	11	<u>School Calendar</u>
36		16	<u>Non-discrimination</u>
37		17	<u>Summer School</u>
38		18	<u>Adult Basic Literacy Education</u>
39		19	<u>Home Instruction</u>
40		23	<u>Related Teachers</u>
41		33	<u>Death Benefits</u>
42		34	<u>Hourly Rate</u>
43		38	<u>Supplemental Compensation</u>
44		39	<u>Other Pay Schedules</u>
45		40	<u>Supplemental Pay Period (Item #1 only)</u>

1	41	<u>Payroll Deductions</u>
2	42	<u>Mileage Reimbursement</u>
3	43	<u>Economic Fringe Benefits</u>
4	47	<u>Sick Leave</u>
5	48	<u>Personal Days</u>
6	50	<u>Parental/Family Leave (if qualified)</u>
7	51	<u>Sabbatical Leave</u>
8	55	<u>Personal Freedom</u>
9	56	<u>Personnel Records</u>

10
11 A Physical Therapist and Occupational Therapist may grieve only violations of these specified
12 articles and sections pursuant to Article III of this agreement. All other articles and sections of
13 this agreement shall be inapplicable to Physical Therapists and Occupational Therapists.
14 Furthermore, the provisions of Sections 3319.11 and 3319.111 (H.B. 330) are not applicable to
15 Physical Therapists and Occupational Therapists.

16
17 Physical Therapists and Occupational Therapists shall be employed on annual OT/PT contracts
18 which shall be limited contracts and which are not teacher contracts.

19
20 The annual hiring/recall of Physical Therapists and Occupational Therapists depends in part,
21 but is not limited to, need.

22
23 Physical Therapists and Occupational Therapists shall not be eligible for continuing contracts.

24
25 The provisions of this section of the agreement are controlling, notwithstanding any provisions
26 of the Ohio Revised Code including but not limited to Sections 3319.08, 3319.09, 3319.10,
27 3319.11, 3319.111, 3317.13 and 3317.14. Notwithstanding any other provisions of the Ohio
28 Revised Code now in effect or hereinafter enacted, OT/PT shall be entitled only to the
29 employment benefits specifically provided in this Section 43 and shall accept said benefits
30 provided in lieu of any and all statutory employment rights which are hereby specifically
31 waived and superseded.

32
33 Scheduling shall be worked out by the Director of Human Resources after consultation with the
34 building principal and Physical Therapists and Occupational Therapists.

35
36 Effective 8/1/02, the OT / PT's will be placed at their appropriate step on the new teachers'
37 salary schedule. If this would mean a decrease in salary for a currently employed OT / PT, they
38 shall be grand-fathered in at their current salary. They will remain at that salary until such time
39 that their experience credit and column placement becomes equal to or greater than their
40 current salary.

41
42 **70 - Site-Based Decision Making Joint Study Committee**

- 43
44 1. Site-Based decision making is an educational concept supported by the Board of
45 Education and the Elyria Education Association, designed to promote efficient learning

1 environments in the Elyria Schools. This concept empowers those most directly
2 affected to have greater control of building decisions.

3
4 2. Each building will establish a Site-Based Decision Making Steering Committee
5 (SBDMC) by November 5 of each year. The SBDMC will be composed of a minimum
6 of five members (4 bargaining unit members and the principal) and a maximum of
7 twelve (11 bargaining unit members and the principal). The process of selecting the
8 bargaining unit members will be determined by the home based bargaining unit
9 members.

10
11 3. Members volunteering to serve on the committee should do so with the understanding
12 that additional commitments of time will be required on their part. The SBDMC for
13 each building must determine a process of rotating membership among bargaining unit
14 members and the possible addition of representatives from other groups.

15
16 The SBDMC will assume responsibility to make decisions designed to improve the
17 education of the students in its building. The committee will use data, information and
18 the suggested ideas from all stake holders in an effort to create an efficient and effective
19 learning environment. Subject to the provisions of this Master Contract the SBDMC
20 may choose to make decisions solely within the committee, or the committee may
21 choose to involve the staff and community as a whole.

22
23 4. The focus and authority of the SBDMC shall include, but not be limited to proposals
24 for deviations of the Master Contract. Additionally, each SBDMC shall work to
25 establish building educational goals consistent with the philosophy and goals of the
26 Elyria City Schools and develop a culture of shared decision making that could include
27 staff selection and interviews, budgeting or any other activity that enhances efficient
28 and effective learning environments.

29
30 5. Any staff member may discuss and present ideas to SBDMC, or individuals on the
31 SBDMC, on any topic that meets the purpose identified in paragraph one.
32 Additionally, the only areas of the Master Contract where deviation is permitted in
33 Article IV, are as follows:

- 34
35 02 - Work Day
36 03 - Starting and Ending Time
37 04 - Lunch and Planning Time
38 06 - After School Conferences
39 07 - School Staff Meetings
40 09 - Number of Working Days
41 10 - NEOEA Day
42 29 - Faculty Facilities
43 52 - Professional Growth /Program Development designed to meet the specific and
44 unique needs of students at the building
45 57 - Staff Participation in School Design

- 1 **58** - In-service Training
- 2 **62** - Lesson Plans
- 3 **66** - Elementary AMPS
- 4

5 In addition, the site based committee may address the following non-contractual issues:

- 6
- 7 a. Arrangement of students and staff time during the day.
- 8 b. Involvement in personnel recommendations (determining the number and staff
- 9 employed at the building, staff selections).
- 10 c. Building level budgets for teacher travel and conferences, instructional supplies
- 11 and other supplies, based on allocation determined by the Superintendent and
- 12 Treasurer, with the ability to save or reallocate money without District
- 13 recapture of dollars at the end of the fiscal year.
- 14 d. Supplemental instructional materials in addition to those core instructional
- 15 materials adopted by the Board of Education.
- 16 e. Collection and spending of student fees and fines.
- 17 f. Curriculum adaptations (designed to provide for the special and unique needs of
- 18 students in the building, i.e. interdisciplinary work).
- 19 g. Looping
- 20

21 Additionally, bargaining unit member meetings outside the workday will be considered

22 by the SBDMC.

23

24 The qualifiers for processing ideas are as follows:

- 25
- 26 A. No additional cost to the district
- 27 B. No adverse effect on other buildings
- 28 C. Must meet the criteria of promoting efficient and effective learning
- 29 environments in Elyria Schools.
- 30

31 6. The SBDMC will review all ideas, seek additional resources where helpful, and invite

32 discussion from all members of the staff. Prior to making recommendations to the staff

33 as a whole, the SBDMC will have reached consensus regarding proposed deviations.

34 Such deviation will be presented in writing to the Superintendent and President of the

35 EEA through Liaison.

36

37 7. All recommendations under **Section 70** that require deviation from the current Master

38 Contract will be presented in writing to the Superintendent and EEA President at least

39 five (5) days before a scheduled Superintendent-EEA Liaison meeting. If affirmed by

40 liaison, it shall be brought to the Staff as a whole for discussion.

41

42 8. Prior to any waivers for contract deviation being instituted, a sample ballot stating the

43 full language changes, duration of changes, and explanations of the changes are to be

44 provided to the staff. The staff may accept or reject the recommendations as stated on

45 the ballot through a secret vote, monitored by the members of the EEA on the SBDMC.

1 A seventy percent (70%) affirmative vote of those members voting shall be required to
2 deviate from any item or provision found in the Master Contract. The building
3 SBDMC, with input from the staff, will determine a method of evaluating the change.
4

5 9. All waivers approved by the staff shall be signed by the members of the SBDMC.
6 Copies will be sent to the Director of Human Resources and the President of the Elyria
7 Education Association.
8

9 10. In cases where a misapplication or dispute arises from the process of contract deviation,
10 such complaint shall be brought to the Superintendent/EEA Liaison meeting. The
11 complaint may be resolved at the Superintendent/EEA Liaison meeting or a process for
12 dispute resolution may be developed at the Liaison meeting.
13

14 11. The Board of Education and the Elyria Education Association understand that support
15 is needed to ensure the success of school Site-Based Decision Making Teams. With
16 that end in mind, the Board of Education and the Elyria Education Association will
17 work cooperatively to provide training during the 2002-2003 school year and every two
18 years thereafter in the following areas:
19

- 20 a. Budget development, projects and allocations.
- 21 b. Site-Based Committee team training.
- 22 c. Administrative training in shared decision-making and participative
23 management.
- 24 d. Other areas based on needs defined by each building or the District.
25

26 12. Effective with the 2000-01 school year, site-based decisions and contract waivers will
27 continue in effect for a period not to exceed three years. After three years, an
28 evaluation of the effectiveness of the waivers or decisions will be made and a
29 reaffirmation vote will be required for any decision or waiver to continue. A seventy
30 (70) percent affirmative vote of those members voting shall be required to discontinue
31 the waiver or decision. Any such decision or waiver which has been in effect for at
32 least three years at the conclusion of the 2000-01 school year is subject to this
33 reaffirmation.
34

35 13. Areas that are not subject to Site-Based Decision making at the building level:
36

- 37 a. Raising revenue and determining the District budget (both general fund and
38 capital improvement money).
- 39
- 40 b. Capital expenditure - new construction, renovation, major repairs and
41 equipment.
- 42
- 43 c. Establishing educational performance outcomes at each grade level and within
44 each subject area.
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

- d. Approval and adoption of core instructional materials that meet the educational performance outcomes.
- e. Staff Development for Courses of Study and its implementation, including core instructional materials, CBE implementation, and other curriculum/instruction needs.
- f. District services such as transportation, food service, extra-curricular programs.
- g. Screening of candidates for jobs.
- h. Substitute lists for employees within various job categories.
- i. General District community relations programs.
- j. Board of Education policy, procedures, and contracts dealing with employee benefits, salary, Association rights, employee rights, due process, and requirements mandated by Federal, State or Local laws.
- k. District Code of Pupil Conduct, and student rights, due process and protections under Federal, State and Local law.
- l. Gathering data regarding student performance and achievement.

14. Dispute Resolution

- a. Disputes among members of a Site-Based Committee will be referred to the Joint Committee for Site-Based Decision Making will:
 - 1. Solve the problem.
 - 2. Refer the problem to the Superintendent-EEA Liaison meeting.
- b. Disputes between District and buildings will be resolved by the Superintendent/EEA Liaison.

71 - **Lead Teacher**

Only bargaining unit members with a minimum of three years of bargaining unit service in the district shall be selected as Lead Teachers. Lead Teachers shall be and shall remain a full time teacher. Expansion or enhancement in the Lead Teacher programs shall be done through the Superintendent EEA Liaison Committee.

1 72 - Local Professional Development Committee

2
3 A. Purpose

4
5 A Local Professional Development Committee (LPDC) shall be established to oversee
6 and review professional development plans for course work, continuing education
7 units, and/or other equivalent activities that are based on improving student
8 achievement.

9
10 **The purpose of the LPDC is limited to the review and approval of individual**
11 **professional development plans and professional development activities for**
12 **recertification and licensure as specified by ORC 3319.22 and OAC 3301-24.**

13
14 **The LPDC shall have no authority or affect to revise, delete, add to or modify any**
15 **article or section of this negotiated agreement. Actions of the LPDC are not to be**
16 **contrary to the negotiated agreement or law.**

17
18 B. Committee Composition and Selection

19
20 1. The committee shall be comprised of 13 members as follows:

- 21
22 • Members
- 23 3 Elementary Teachers selected by EEA
 - 24 3 Secondary Teachers selected by EEA
 - 25 3 Administrators selected by all Administrators
- 26 • These positions should be constant
- 27 EEA Member of Executive Cabinet
 - 28 Director of Human Resources
 - 29 Academic Services (elementary and secondary)
- 30 • LPDC committee can consult with content area specialist as needed.
- 31 • Co-chairs: Director of Human Resources and E.E.A. Exec. Cabinet
- 32 Member.

33
34 2. The LPDC shall adopt policies and procedures. These policies and procedures,
35 as amended from time to time, shall be reviewed and approved by the Liaison
36 Committee. These policies and procedures will be distributed to each certified/
37 licensed employee. **In the event of an in-term vacancy or removal, the**
38 **teacher member shall be replaced by the association.**

39
40 3. **The association shall determine the length of the term of office for the**
41 **teacher members of the LPDC. The length of terms shall vary to allow**
42 **for staggered terms.**

1 **C. Training, Compensation and Support**

2
3 Members of the LPDC shall be afforded the opportunity to attend training on the
4 purpose, responsibilities, functioning, and legal requirements of the LPDC /
5 certification / licensure. The Committee shall decide on appropriate training and LPDC
6 members shall be reimbursed for all actual and necessary expenses incurred as part of
7 the training. Any leave that is necessary, for the above training, will be charged against
8 professional leave.
9

10 The meeting schedules of the LPDC will be established at the first committee meeting
11 of each school year. If release time is not granted, bargaining unit members shall be
12 paid the hourly rate specified in Article IV, Section 34.
13

14 **73 - Parental Complaint Procedure**

- 15
16 1. If a parent contacts an administrator with a complaint concerning a bargaining unit
17 member, other than complaints concerning allegations of abuse or other similar
18 issues, the building principal will notify the bargaining unit member of the
19 complaint and the bargaining unit member must contact or schedule an
20 appointment with the parent to address the problem.
21 2. The bargaining unit member must attempt to contact and/or schedule the meeting
22 within two school days of notification by the building principal. The bargaining
23 unit member must document the attempts made to contact the parent. If the
24 bargaining unit member does not attempt to contact and/or schedule the meeting
25 within two school days, the parent may then involve the building principal.
26 3. If the problem is not resolved by the building principal, Central Office
27 Administrators may become involved. If the problem is one of a reoccurring
28 nature, the building principal may **attempt to resolve** the problem **with the parent**
29 without first involving the bargaining unit member.
30

31 **74 – Entry-Year Program**

32
33 A. Purpose

34
35 In accordance with the 1998 Teacher Education and Licensure Standards and the
36 accompanying rules and guideline, the purpose of the Entry-Year Program is to
37 provide a program of support and formative assistance for teachers. Teachers new to
38 the profession who hold either a two-year provisional license or a provisional
39 certificate will participate in the program. The program is designed to enhance the
40 teacher's skills and shall provide the teachers with the support necessary to obtain their
41 five-year license. This program shall not replace the negotiated employee evaluation
42 system.
43
44
45

1 B. Entry Year Committee

2
3 The committee shall be comprised of nine (9) members as follows:

- 4
5
- 6 • Director of Human Resources
 - 7 • An EEA Officer
 - 8 • Four (4) EEA members (2 elementary, 1 **middle school**, 1 senior high) who are appointed by the Association.
 - 9 • Three (3) administrators who are appointed by the Superintendent.
 - 10 • All members must be available to meet during the summer
 - 11 • Each appointed committee member shall have a minimum term of one school year which may be renewed for succeeding school years.
- 12
13

14 C. Responsibilities of the Entry Year Committee

- 15
- 16 • Collaborate in the design and implementation of the program and selection, assignment and provision for the training of mentors and entry-year teachers.
 - 17
 - 18 • Annually review and revise, if needed, the guidelines and procedures for the Entry Year Program. The committee shall also act as a screening committee to select teachers who will act as Mentor Teachers.
- 19
20
21
22

23 D. Meetings and Compensation

- 24
- 25 • Meeting schedules shall be established at the first committee meeting of each school year.
 - 26
 - 27
 - 28 • If release time is not granted, members shall be paid at the hourly rate specified in Article IV, Section **34**.
- 29
30

31 E. Minimal Selection Criteria for Mentor Teachers

32
33 Mentor teachers must have taught for three years in the Elyria City School District. Mentors must have the knowledge, skills, attitudes, values and professionalism for becoming a mentor.

34
35
36
37 Mentors must be willing to attend training designated appropriate by the Entry Year Committee.

38
39
40 F. Release Time / Compensation

- 41
- 42 • Provisions shall be made for the release of each Mentor Teacher based on the selection of the program model and district needs.
- 43
44

- In addition to released time, the Mentor Teacher shall receive a supplemental contract of \$1,000 for each entry year teacher mentored.

G Entry Year Teachers Who Do Not Obtain Licensure

This section only applies to those teachers who have not satisfied their licensure requirements and does not impact the teacher or Board's rights under this agreement with respect to nonrenewal or termination of contract for reasons unrelated to failure to obtain licensure. Entry year teachers who do not successfully complete the entry year program within the given timeframe will not be entitled to any rights or procedures under this agreement or applicable state laws, including rights or procedures governing nonrenewal or termination of contract.

75 – Re-Employment of Retired Bargaining Unit Members

A. Employment

The Board retains the right to re-employ retired bargaining unit members. The Board will make these determinations on a case-by-case basis.

B. Salary Placement and Index

Bargaining unit members that have retired under STRS and subsequently are reemployed by the Elyria City Schools may be employed at Step 10 of the salary schedule if they retired with at least 30 years experience. The reemployed retired bargaining unit member will progress on the salary schedule as any other member of the bargaining unit.

The salary for an employed retiree will reflect the most recent education level (BA + 10, MA, etc.) and will be adjusted as appropriate in accordance with the negotiated agreement.

C. Insurance

The employed retiree **will be entitled to the same health care benefits as other members.**

D. Sick Leave

Employed retirees shall be eligible for a maximum of fifteen days sick leave per year, non-accumulative. The employed retiree shall not be eligible for severance pay when they leave the employment of the Board.

1 E. Contracts

2
3 The employed retiree will be hired to a one year limited contract and will not be
4 eligible for or granted continuing contract status. The contractual and statutory
5 evaluation procedures shall not apply.
6

7 F. Reduction in Force

8
9 An employed retiree shall accrue seniority rights pursuant to the negotiated agreement
10 from the date that he/ she is re-employed by the Board. No previous service time shall
11 be used to determine seniority for purposes of a reduction in force. Any retired
12 bargaining unit member hired on or after August 1, 2005 shall not accrue seniority for
13 purposes of reduction in force. All terms, conditions, rights and responsibilities
14 afforded to members of the bargaining unit shall apply to all employed retirees unless
15 expressly stated above.
16

17 **ARTICLE V – CONFLICT OF LAW**

18
19 **A. This contract supersedes and prevails over all statutes of the State of Ohio (Except**
20 **as specifically set forth in Section ORC 4117.10 (A). However, should the State**
21 **Employment Relations Board or any Court of competent jurisdiction, determine,**
22 **after all appeals or times for appeal have been exhausted, that any provision**
23 **herein is unlawful, such provision shall be automatically terminated but all other**
24 **provisions of the Contract shall remain in full force and effect.**

25
26 **B. The parties shall meet within ten (10) work days after the final determination of**
27 **unlawfulness to bargain over its impact and to bring the Contract into**
28 **compliance. If the parties fail to reach agreement over the affected provision, the**
29 **contractual dispute settlement procedure shall be utilized to resolve the dispute.**
30

31 **ARTICLE VI - EXTENT AND DURATION OF AGREEMENT**

32
33 This Contract shall be in effect from **January 1, 2010 through July 31, 2011.**
34

- 35 **1. Effective January 1, 2010, the BA, Step 0 of the current salary schedule shall be**
36 **increased by 2%.**
37
38 **2. Effective August 1, 2010, the BA, Step 0 of the current salary schedule shall be**
39 **increased by 1.0%.**
40
41 **3. Effective January 1, 2011, the BA, Step 0 of the then current salary schedule shall**
42 **be increased by 1.0%.**
43
44 **4. Effective January 1, 2010, the employee contribution to the cost of the health**
45 **insurance shall be capped at 12.5% of the insurance costs as calculated by the**

1 **Joint Health Care Committee for the 2009-2010 school year. The employee**
2 **contribution for the 2010-2011 school year shall be capped at 12.5% of the**
3 **insurance costs as calculated by the Joint Health Care Committee, or if such**
4 **committee no longer exists, as calculated by the Board of Education. Any person**
5 **working less than a full time assignment, i.e. five days a week at the hours as set**
6 **forth in Article IV, Section 02 (B), (C), (D) and (E) with the employee paying**
7 **12.5% plus an additional amount prorated to the time schedule to work. For**
8 **example, if an employee works 70% schedule, the employee will be responsible for**
9 **payment of 42.5% of the premium cost.**

- 10
- 11 **5. Either party may give written notice no later than March 1 of the year this**
12 **agreement expires that it wishes to commence negotiations for a successor**
13 **agreement. At the time this notice is given, the party giving the notice shall have**
14 **the right to include economic fringe benefits set forth in Article IV, Section 43 as**
15 **an item for negotiations in the successor agreement. In such cases, all aspects of**
16 **the economic fringe benefits shall be a subject for negotiations between the parties**
17 **and the provision in Section 43 removing it from negotiations shall be null and**
18 **void. If the notifying party does not include specific notice that it intends to**
19 **negotiate the economic fringe benefits set forth in Article IV, Section 43 as part**
20 **of the successor agreement, the other party shall have the right within ten (10 work**
21 **days from receipt of the notice to notify the other party in writing that it intends**
22 **to negotiate the economic fringe benefits set forth in Article IV, Section 43 as part**
23 **of the successor agreement. If such notice is given, all aspects of the economic**
24 **fringe benefits shall be a subject for negotiations between the parties and the**
25 **provision in Section 43 removing it from negotiations shall be null and void.**

26

27 **This Agreement supersedes and cancels all previous agreements, verbal or written, and constitutes the**
28 **entire agreement between the parties. Any amendment supplemental hereto shall not be binding upon**
29 **either party unless executed in writing by the parties hereto.**

30

31 **ARTICLE VII - CONTINUITY OF SERVICE**

32

33 **The Board and the Association mutually pledge a continuity of service in keeping with the legal**
34 **requirements and the terms and conditions of this contract.**

35
36
37
38
39
40
41
42
43
44
45

1
2 **ARTICLE VIII - MODIFICATION OF PROVISIONS**
3

4 Except as provided in Article VI, there shall be no modifications of this Agreement except pursuant to
5 the formal negotiations or Memorandum of Understanding procedures provided herein.
6

7 In witness of this Agreement the following parties have caused their names to be hereunto subscribed
8 and attested to on this day 21 of April, 2010.
9

10 **ELYRIA EDUCATION ASSOCIATION**
11 **OF EDUCATION**

ELYRIA CITY SCHOOL DISTRICT BOARD

12
13 BY: *Amanda G. Talante*
14 Its President

BY: *Donald F. Bradley*
Its President

15
16 BY: *Mark W. Smith*
17 Its Vice-President

BY: *[Signature]*
Its Treasurer

Appendix A

Contract Overview

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Contract Overview

Article I Recognition and Negotiations Procedures

- I Recognition (who is in the unit, new positions)
- II Procedures (used in negotiations)
 - A. Formal Procedures
 - B. Dispute Resolution
 - C. Definitions (negotiated definitions)

Article II Exclusive Rights

- A. Board of Education (some exclusive rights of the Board)
- B. Elyria Education Association (exclusive rights including: bulletin boards; time at faculty meetings; use of PA Systems, school equipment, school buildings; dissemination of material; school board agendas; personnel directory; new teacher orientation; right of access to buildings by President; copies of contract; no reprisal; policy manuals; time for bargaining; association leave; association elections; certificated staff list; fair share fee; super seniority; and released time for the President).

Article III Grievance Procedure

- Explanation
- Informal
- Formal:
- Step One (meeting with administrator / supervisor)
 - Step Two (meeting with superintendent)
 - Step Three (Arbitration)

Article IV Professional Negotiated Items

- (01) Teacher contracts
- (02) Workday (times per level and / or positions)
- (03) Starting and Ending Time (including modifications that may be made)
- (04) Lunch Time and Planning Time
- (05) Non-Teaching Duties (how to assign)
- (06) After School Conferences (including building meetings; parent-teacher conferences, mandatory district-wide inservice; and make-up conferences)
- (07) School Staff Meetings (defines time allotments and number of conferences)
- (08) Curriculum Study Committees (description and compensation)

- 1 (09) Number of Working Days
- 2 (10) NEOEA Day
- 3 (11) School Calendar
- 4 (12) Supplemental Pay for Substitute Work
- 5 (13) Substitute Teachers
- 6 (14) Class Size (including committee definition and time-line)
- 7 (15) Administrative Positions
- 8 (16) Non-Discrimination
- 9 (17) Summer School Positions
- 10 (18) Adult Basic Education
- 11 (19) Home Instruction
- 12 (20) Assignment (intra-building movement)
- 13 (21) Bargaining Unit Member Transfer (including voluntary, involuntary
- 14 and procedures used to fill openings due to enrollment or
- 15 consolidation)
- 16 (22) Posting and Interview Procedures (including job fairs)
- 17 (23) Related Teachers
- 18 (24) Reduction in Personnel (RIF – definitions and procedures)
- 19 (25) Procedures for Non-Renewal, Termination, Suspension and
- 20 Continuing Contracts
- 21 (26) **Bargaining Unit Member Evaluation**, Criteria for Acceptable Level
- 22 of Performance of Teacher’s Regular Duty Limited Contract (CALP)
- 23 and Evaluation of Special Teachers
- 24 (27) School Discipline and Teacher Protection (including disruptive
- 25 students, assault leave, building action discipline plan and Discipline
- 26 Resource Group – DRG)
- 27 (28) Classroom Conditions
- 28 (29) Faculty Facilities
- 29 (30) Health and Safety of Staff Members
- 30 (31) Salary and Longevity including index and salary schedule
- 31 (32) Severance Pay
- 32 (33) Death Benefits
- 33 (34) Hourly Rate
- 34 (35) Time and Method of Salary Payment
- 35 (36) Change in Salary Classification (course work)
- 36 (37) Prorated Salary
- 37 (38) Supplemental Compensation (selection procedures)
- 38 (39) Other Pay Schedules (list of supplementals, discretionary contracts,
- 39 additional duty positions)
- 40 (40) Supplemental Pay Periods
- 41 (41) Payroll Deductions (including Association Dues; Political
- 42 contributions; credit union; supplemental group life; United Way;
- 43 U.S. Savings Bonds; direct deposit)
- 44 (42) Mileage Reimbursement

1	(43)	Economic Fringe Benefits (including memorandum form insurance committee)
2		
3	(44)	Condition of Insurance Coverage
4	(45)	Theft Insurance
5	(46)	Court Duty Leave (jury duty, witness on job related matter)
6	(47)	Sick Leave (approval, forms, compensation at end-of year)
7	(48)	Personal Leave – No Deduct
8	(49)	Personal Leave Deduct (prior approval except in emergencies)
9	(50)	Parental / Family Leave (including use of sick leave, foster care leave / serious health condition leave in the family, reinstatement)
10		
11	(51)	Sabbatical Leave (for professional improvement for one year)
12	(52)	Professional Growth (release time for conferences, number of releases / district)
13		
14	(53)	Professional Development Through Travel
15	(54)	Tuition Reimbursement
16	(55)	Personal Freedom
17	(56)	Personnel Records (teacher’s file, access to and materials in the file)
18	(57)	Staff Participation in School Design
19	(58)	In-Service Training (Waiver Days)
20	(59)	Superintendent – EEA Liaison
21	(60)	STRS – Salary Reduction / Salary Reinstatement
22	(61)	Teacher Exchange
23	(62)	Lesson Plans
24	(63)	Interschool Mail
25	(64)	Job Sharing
26	(65)	Elementary Guidance (room and phone)
27	(66)	Elementary AMPS (conference days)
28	(67)	Tutors (articles and sections which apply)
29	(68)	Building Substitutes
30	(69)	Physical Therapists and Occupational Therapists
31	(70)	Site-Based Committees
32	(71)	Lead Teacher
33	(72)	Local Professional Development Committee (LPDC)
34	(73)	Parental Complaint Procedures
35	(74)	Entry-Year Program (mentors)
36	(75)	Re-employment of Retired Teachers
37		
38	Article V	Conflict of Law
39		
40	Article VI	Extent and Duration of Agreement
41		
42	Article VII	Continuity of Service
43		
44	Article VIII	Modification of Provisions
45		

Appendix B

District Forms

**THE ELYRIA SCHOOLS
NOTIFICATION OF ABSENCE/REQUEST FOR LEAVE**

INSTRUCTIONS: This form is used to record all employee absences. Submit all copies of this form to your immediate supervisor for approval. A copy will be returned to you with your supervisor's signature for your records. A final copy will be returned to you to verify approval. Please refer to the appropriate sections of the employment contract for explanation of leaves. One form per absence unless days are consecutive. **Failure to return a verified absence form within 30 (10 for Classified) calendar days from date of return from absence may result in a loss of pay.** Falsification of information is grounds for dismissal.

_____ Certified _____ Classified

Name: _____ Date: _____
 Building: _____ Assignment: _____
 Dates of Absence/Leave: _____ Total days absent: _____
 If half day indicate: _____ A.M. _____ P.M. Total hours away from work (Classified): _____
 Total days away from work: _____ Total hours worked per day (Classified): _____
 Substitute Needed: _____ Yes _____ No Time Sub Needed: _____

Sub Info Charge: Amount Charged: \$ _____ _____ Bldg. _____ Dist. _____ Grant	Grant Name _____ Grant Accounting Numbers _____ Supervisor's Initials _____
--	---

PAID LEAVES

- _____ A. Personal illness or injury: Physician consulted? _____ Yes _____ No
 If yes, name of physician: _____ Date consulted: _____
- _____ B. Illness or injury in immediate family whose relationship to me is: _____
- _____ C. Bereavement Leave
 _____ Immediate family whose relationship to me is _____
 _____ Other person whose relationship to me is: _____
- _____ D. Personal (**Pre-approval required if day before or after a holiday**)
- _____ E. Jury Duty/Court Duty (attach copy of summons/subpoena, and check)
- _____ F. Assault Leave
- _____ G. Vacation (12 month employees only)
 Date(s) Requested: _____
 Date(s) to be Cancelled: _____
- _____ H. Professional Leave: (submit two weeks in advance. Certified staff submits to supervisor/principal)
 Type of Meeting: _____
- _____ I. Religious Observance (personal)

UNPAID LEAVES

- _____ J. Personal Illness or Injury Leave (if more than one day, attach statement)
- _____ K. Family Illness or Injury (attach letter)
- _____ L. Professional Improvement
- _____ M. Personal Leave (other than illness or injury) (attach letter)
- _____ N. Bereavement - Relationship to me _____

Applicant's Signature _____ Date _____

Immediate Supervisor/Principal _____ Date _____

Human Resources Director _____ Approved _____ Disapproved _____ Date _____

LEAVE FORM DISTRIBUTION:

- White - Human Resources Department Files
- Yellow - Employee after signature of Human Resources Director's signature
- Pink - (For Professional Leave: to the Academic Services) Employee/Supervisor after Human Resources Director's signature
- Golden Rod - Employee (before sent to Administration Building)

_____ CLASSIFIED

_____ CERTIFIED (Please check one)

ELYRIA CITY SCHOOLS
Elyria, Ohio

Form 1329 00
Rev. 08/07/02

SUPPLEMENTAL COMPENSATION APPLICATION
(Substitute Work)

Name of Applicant _____ Building _____

Absent Teacher _____ Date of Absence _____

Absent Educ. Counselor
Special Ed. Para. _____ Date of Absence _____

Class or grade level _____ Number of students assigned to me _____

Substitution time amount: Hours _____ Minutes _____

Date Filed _____
Signature of Applicant _____

I certify that I have performed the substitute service for which I wish to be paid:

Principal:

Percentage (%) of class assigned to above applicant: _____

I certify that the substitute work listed on this application was performed at my direction under terms of the negotiated agreement and due to lack of a suitable substitute teacher/EC/Spec. Ed. Para.

Date Approved _____
Signature of Principal _____

Date Approved _____ Amount of Payment Approved \$ _____

Director of Human Resources

(Forward all copies to the Director of Human Resources)

- Distribution of Copies:
- Original - Treasurer
 - Yellow - Applicant
 - Pink - Building Principal
 - Goldenrod - Human Resources Department

**THE ELYRIA SCHOOLS TUITION REIMBURSEMENT PROGRAM
CERTIFICATED**

Name: _____ Date: _____

Building: _____ Assignment: _____

Educational Institution: _____

Course(s)	Course No. (s)	Day & Time of Class	# Credit Hours	Cost of Tuition
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Objective in taking the above course(s) _____

To be eligible to participate in the Elyria Schools Tuition Reimbursement Program you must be a full time certificated employee of the Elyria Schools at the commencement and completion of your coursework. Only coursework taken by full time certificated employees in accordance with an approved Individual Professional Development Plan (IPDP) for fulfilling state licensure requirements will be eligible for tuition reimbursement.

A refund of up to \$200.00 per semester hour (2/3 of this amount for quarter hours) will be paid to you when you successfully complete the course with a grade of B or above. If the amount of tuition requests exceeds the Board established allocations during the school year, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours District-wide for which reimbursement is requested.

Pay the tuition fees with your own money when you register and upon successful completion of the coursework, present your original receipt of tuition payment and your original grade transcript to the Human Resources Department for reimbursement. COPIES OF ORIGINALS WILL NOT BE ACCEPTED. Reimbursements will be made during February for classes completed prior to December 31 and during October for classes completed prior to August 31. Transcripts and proof of payment must be received no later than January 15 for February payment and September 15 for October payment.

Employee's Signature (Date)

Approved by:

Human Resources Director (Date)

White Copy: Human Resources Yellow Copy: Payroll Pink Copy: Employee