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Agreement

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Between the

**SOUTH EUCLID-LYNDHURST
TEACHERS ASSOCIATION**

AND

**BOARD OF EDUCATION
SOUTH EUCLID-LYNDHURST
SCHOOL DISTRICT**

SCHOOL YEARS

July 1 2009-2010
2010-2011
2011-2012 *June 30*

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I. PREAMBLE

It is the purpose of this Agreement to establish the relationship between the Board of Education and the South Euclid-Lyndhurst Teachers Association, and to set forth an orderly procedure for the consideration and resolution of matters subject to negotiations. Thus, the parties do hereby agree as follows:

II. RECOGNITION

A. RECOGNITION OF ASSOCIATION

The South Euclid-Lyndhurst Board of Education, hereinafter referred to as the Board, recognizes the South Euclid-Lyndhurst Teachers Association (SELTA), hereinafter referred to as the Association, as the exclusive representative of regularly employed certificated/licensed personnel including those on leave or eligible for recall as provided in Article XXIII, for the purpose of negotiations on matters specified in Article IV, Section C. Such representation shall extend to classroom teachers, art, music, physical education, reading and math specialists, guidance counselors, psychologists, social workers, librarians, speech and language pathologists, but shall not include any building or central office administrators or any individuals whose job responsibilities involve the administrative direction or evaluation of certificated personnel in accordance with ORC 4117.

The recognition granted to the South Euclid-Lyndhurst Teachers Association shall remain in effect during the term of this Agreement, subject to the provisions of ORC 4117.

B. RECOGNITION OF BOARD

The Association recognizes the Board as the locally elected body charged with the control, supervision, and administration of public education in the South Euclid-Lyndhurst School District and as the employer of all certificated personnel of the school system.

C. RECOGNITION OF SUPERINTENDENT

The Association recognizes the Superintendent as the chief executive officer and primary professional advisor of the Board as well as the educational leader of the school system.

III. DEFINITIONS

A. TEACHER

Shall refer to all regularly employed professional personnel represented by the South Euclid-Lyndhurst Teachers Association as defined in Article II, Section A, and referred to as the

collective bargaining unit. Provisions of this Agreement shall be applied evenly to all members of the bargaining unit unless otherwise specifically indicated elsewhere in this Agreement. (For example, the use of the term classroom teacher, guidance counselor, etc., indicates specific portions of the bargaining unit, and occasionally throughout this Agreement, specific provisions are intended to apply to portions of the bargaining unit and not to the entire teaching staff.)

B. DAYS

Shall mean actual working days.

C. PER DIEM

The teacher's daily rate of pay determined by dividing the teacher's salary from the current salary, inclusive of longevity and pay pursuant to positions on Appendix C, but exclusive of pay pursuant to positions on Appendix D, by one hundred and eighty-five (185) days per school year.

D. PARTY(IES)

Refers to the Board of Education and/or SELTA.

E. ELEMENTARY TEACHER

A teacher who is assigned to grades K-6.

F. SECONDARY TEACHER

A teacher who is assigned to grades 7-12.

G. COLLECTIVE BARGAINING AGREEMENT

Refers to this negotiated Agreement between the Board and SELTA.

H. EXTRAORDINARY CIRCUMSTANCES

Circumstances beyond the immediate control of the parties; that is, not scheduled by the parties.

I. SCHOOL YEAR

A school year shall begin with the first teacher workday in either August or September, as the case may be, and shall conclude with the last calendar day prior to the first teacher workday in the succeeding school year. This definition is intended solely for this contract and is not intended to modify or alter the definition of School Year as set forth and used in the ORC.

J. SCHOOL CONTRACT YEAR

Refers to the one hundred and eighty-five (185) day school year consisting of four (4) teacher workdays, one (1) professional growth day, and one hundred and eighty (180) student attendance days (two of which may be conference days).

K. SCHOOL DAY

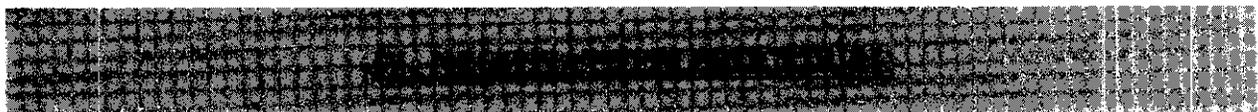
The time between the start of the instructional day for students and the conclusion of the instructional day for students.

L. BARGAINING UNIT OPENINGS

An opening in a bargaining unit position shall occur whenever a teacher dies, resigns, retires, is terminated, is non-renewed, or otherwise leaves the bargaining unit with an intent not to return, or takes a leave of absence for the school year or the balance of the school year which shall be at least thirty (30) days in that school year, or whenever a new bargaining unit position is created, provided that the Board shall not be obligated to fill an opening if the position is eliminated. The foregoing does not apply to the exchange program leave. The foregoing does not apply to sick leave, except that after the thirtieth (30th) day of sick leave compensation for a substitute teacher shall relate back to the first day of substitution in the position and the teacher shall be compensated at the regular rate on the salary schedule for the entire period of substitution. After the sixtieth (60th) day of sick leave the substitute teacher shall begin to receive the monetary fringe benefits provided in the contract and shall continue to receive such benefits so long as the teacher continues to substitute for the teacher on sick leave. The Association shall be notified when a position is eliminated. It is not intended that this language impose any obligation with respect to when an opening is filled, nor that this language in any way limits the Board's authority to non-renew limited contracts. However, when an opening is filled, it shall be considered bargaining unit work. The contracts of newly hired teachers, filling bargaining unit positions that are for less than a full school year, shall be self expiring and not subject to the provisions of ORC 3319.11 or 3319.1111, or Article XVI Teacher Appraisal. Furthermore, the provisions of ORC 3319.17 and Article XXIII, Reduction in Force, shall not apply.

M. ELECTRONIC INSTRUCTION

Electronic instruction includes, but is not limited to, instruction provided via various forms of technology, including on-line classes, distance learning, and virtual learning.



A. REPRESENTATION

Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with established procedures. Unless otherwise agreed, the negotiating teams shall consist of at least three (3), but no more than five (5), representatives or designees

of the Board and at least three (3), but no more than five (5), representatives or designees of the Association. Either team may bring an observer/consultant to increase their total to no more than seven (7).

B. AUTHORITY OF NEGOTIATORS

While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

C. SUBJECTS OF NEGOTIATION

The subjects of negotiation shall include remuneration, benefit provisions, working conditions, and other mutually agreed upon terms and conditions of professional service.

D. GOOD FAITH NEGOTIATING

“Good faith” means coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith bargaining requires that the parties be willing to react to each other’s proposals. Good faith bargaining also requires the parties to recognize negotiations as a shared process, not to be demeaned, in which each party is free to offer its candid opinion without censure or penalty. Good faith does not require either side to make a concession.

E. NEGOTIATIONS SCHEDULE

The parties agree that a meeting to finalize the negotiations process (e.g. traditional or problem solving) shall occur no later than March 15 of the school year in which the Agreement expires. No later than April 1 the agreed-to negotiation process shall commence.

F. MEETINGS

Negotiations shall be closed to the press and the public. Meetings shall be held at a mutually agreed-upon location.

During the meeting, either group may recess for independent caucus or conference as necessary.

Negotiation items which are agreed upon during each meeting shall be initialed by a representative of each party. Such agreements shall be tentative in nature pending completion of the entire agenda.

When it is mutually agreed that negotiations shall take place during the school day, any teacher so engaged shall be released from regular duties without loss of salary or any other benefits, nor shall the teacher receive any additional benefits as a result of engaging in the negotiations process.

G. EXCHANGE OF INFORMATION

The Board and the Superintendent or designee shall furnish the Association's negotiating committee or its designee, in accordance with their reasonable requests, all available information concerning financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals. In turn, the Association shall furnish all available pertinent information to the Superintendent or designee or the Board upon reasonable request.

H. CONSULTANTS

The parties may utilize the services of qualified professional and lay consultants to assist in all negotiations. The cost of such consultants shall be borne by the party requesting them.

I. JOINT STUDY COMMITTEES

By mutual consent, joint ad hoc study committees may be appointed to research, study, and develop reports and recommendations relative to matters under consideration. The committee shall operate under procedures approved by the parties involved and shall report all of their findings directly to them.

J. REPORTING

Periodic progress reports and news releases may be issued during negotiations provided that any such release shall have the prior approval of the participants.

K. AGREEMENT

When an agreement is reached through negotiating, the outcome shall be reduced to writing and signed by the parties. Signature by the Association's team and the Board's team shall indicate that a majority of each team is in favor of the agreement and will recommend it when it is submitted to the Association and the Board for formal approval. A copy of the Board minutes incorporating any agreements reached shall be furnished to the Association. The terms of the resulting collective bargaining agreement shall be deemed to be a part of each individual contract of employment, and, in the event of any conflict between an individual's contract of employment and the collective bargaining agreement, the terms of the collective bargaining agreement shall prevail. No provisions of the resulting agreement shall discriminate against any collective bargaining unit member regardless of membership or non-membership in the Association.

L. DISAGREEMENT

1. RESPONSIBILITIES

Recognizing their respective responsibilities for the educational welfare of the children of the school district, the parties accept their obligations to attempt to avoid interrupting the operations of the school system. To this end the parties pledge themselves to negotiate in

good faith, and in event of failure to reach agreement, to utilize in good faith such mediator and advisory facilities as are provided in Section L, 2-3.

2. BREAKDOWN IN NEGOTIATIONS

Upon a breakdown in negotiations and prior to the utilization of advisory facilities, the Association's negotiating team shall have the privilege of presenting its position to the Board, with the Board's negotiators in attendance. Likewise, the Board's negotiating team shall have the right to make a presentation to the Association's Executive Board in the presence of the Association's negotiators. Such presentation(s) shall be followed by the resumption of negotiations or by third party intervention as provided hereafter.

3. MEDIATION

In the event that the foregoing procedures do not produce an agreement either party may declare the unresolved issues to be at impasse.

If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator for the purpose of assisting the parties in reaching an agreement. In the event that the services of a mediator are called upon, the mediation process shall occur over a minimum period of five (5) calendar days or until the expiration date of the contract, whichever is later and shall consist of at least two (2) sessions with the Federal Mediator.

4. COSTS

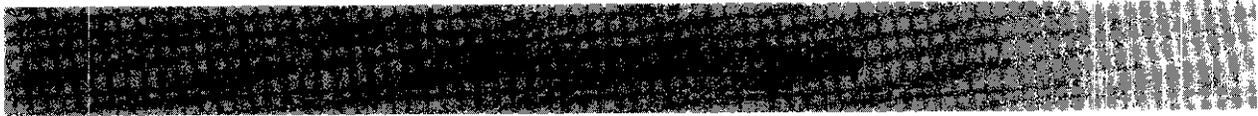
Costs incurred in securing and utilizing the services of a neutral shall be shared equally by the Board and the Association.

5. EXCLUSIVITY

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in ORC 4117.14, which statutory time limits and procedures are hereby mutually waived. Mediation, as described in Section L, 3 above, constitutes the parties' mutually agreed upon, final, and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in ORC 4117.14. The arrangements for Section L, 3, Mediation, shall be commenced immediately following a breakdown in negotiations even though one or both parties elect to exercise the rights provided in Section L, 2, Breakdown in Negotiations.

6. PRESENTATION TO MEMBERSHIP

Following the expiration of the time period set forth in Article IV, Section L, for Mediation, if the Board thereafter decides to present a "final offer" to the Association, then the Board may send a written presentation of its position directly to the teachers so that the presentation may be considered by the membership before they vote on the "final offer." A copy of this written presentation shall be provided to the Association's negotiating team not less than forty-eight (48) hours before it is sent to the membership.



A. INTRODUCTION

Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation, and good faith. The parties acknowledge that it is desirable for teachers and the principal or other immediate supervisor to resolve complaints and disagreements involving welfare and working conditions through free and informal interaction. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.

B. DEFINITION

Any claim brought by a teacher or group of teachers based on an act, event, or condition which is considered to be a violation, misinterpretation, or misapplication of this Agreement shall constitute a "grievance." Such a grievance may be resolved by the procedure set forth herein, unless precluded by statutory provisions.

C. THE PROCEDURE

As a first step in resolving a potential grievance, the teacher shall informally discuss the concern with his/her SELTA building representative and principal or other immediate supervisor. This request for informal discussion is to be submitted within thirty (30) days after the teacher knew, or should have known, of the act, event, or condition on which the grievance is based. It is incumbent upon the teacher to request the informal meeting. It is the responsibility of the principal or immediate supervisor to meet within six (6) days of the teacher's request for informal discussion. Failure on the part of the principal/supervisor to do so, waives the requirement for the informal discussion.

1. LEVEL ONE

If a problem is not resolved informally, a teacher may present a formal grievance in writing to his/her principal or other immediate supervisor. Such grievance is to be submitted in writing on the appropriate grievance form (Appendix M) no later than ten (10) days following the date of the informal discussion and shall identify the facts upon which the grievance is being filed, the specific provision of the Agreement allegedly violated, misinterpreted or misapplied and the relief/remedy requested. The administrator, upon receiving the grievance, shall forward a copy of it to the President of the Association.

Either the aggrieved person(s) or the principal/supervisor involved may request a conference prior to the rendering of a decision, in which case the discussion shall take place within five (5) days after the filing of the grievance.

Within five (5) days after the receipt of the alleged grievance or five (5) days after the conference, whichever is later, the principal/supervisor shall render a written decision (Appendix M), together with a specific discussion of supporting reasons for the determination, including reference to contract violations alleged in the grievance, to the aggrieved person(s) and the President/designee of the Association.

2. LEVEL TWO

If the grievance is not resolved at Level One, the aggrieved person(s) may, within ten (10) days after receiving the administrator's decision, appeal in writing on the appropriate form (Appendix M), on his/her own or through the Association, to the Superintendent or designee. If the aggrieved person(s) decides not to appeal the Level One decision, the Association may appeal the decision in writing on the appropriate form to the Superintendent within ten (10) days after receiving the Level One decision. Either the aggrieved person(s) or the Association or the Superintendent/designee may request a conference prior to the rendering of a decision, in which case the hearing shall take place within ten (10) days after receipt of the appeal. No later than five (5) days after the hearing, the Superintendent or designee shall communicate his/her decision in writing, together with a specific discussion of the supporting reasons for the determination, including reference to contract violations alleged in the grievance, to the aggrieved person(s) and the President/designee of the Association. If a hearing is not held, the Superintendent/designee shall render a decision within ten (10) days of receipt of the appeal.

3. LEVEL THREE

If the Superintendent or designee fails to resolve the grievance, a written request for arbitration may be submitted by the grievant, with the concurrence of the Association, personally or through the Association, to the Superintendent or designee within ten (10) days after receiving the decision from Level Two. Within five (5) days after receiving such request, the parties shall mutually contact the American Arbitration Association for selection of an arbitrator in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Cost incurred in securing and utilizing the services of an arbitrator shall be shared equally by the Board and the Association.

4. PRE-ARBITRATION CONFERENCE

Upon the request of either party, a pre-arbitration conference will be held at a mutually convenient date no later than ten (10) days prior to the date of any scheduled arbitration. At this conference, the parties and their representatives agree to:

- a. Make a final attempt to resolve the grievance;
- b. Discuss and provide each other with sufficient information to understand the contractual and factual basis of each party's position in arbitration;
- c. Identify joint exhibits, if any;

- d. Attempt to reach a joint stipulation of the issue(s) presented for arbitration and any agreed-upon stipulations of fact.

D. MISCELLANEOUS

1. Any grievance may be withdrawn at any level without prejudice to other grievances, but the specific grievance which is withdrawn may not be reopened.
2. Since it is important that grievances be processed as expeditiously as possible, the number of days stipulated should be considered as a maximum. However, the time limits may be extended by mutual agreement.
3. When a grievance is filed which might not be resolved prior to the end of the school contract year, and which if left unresolved until the beginning of the following year could result in irreparable damage to any of the persons involved, the time limits set forth herein shall be reduced so that the grievance process may be exhausted prior to the end of the school contract year or as soon thereafter as practicable.
4. Failure to appeal a grievance disposition from any level to the next within the time limits specified herein shall be considered a waiver of the right to appeal to the next level of this Grievance Procedure.
5. Failure to dispose of a grievance filed at any level of the Grievance Procedure within the time limits specified herein shall allow the aggrieved person(s) or the Association to advance the grievance to the next higher level of the Grievance Procedure at any time up to thirty (30) days following receipt of the decision rendered by the appropriate administrator, without loss of remedy.
6. Grievants shall have the right to be accompanied by a representative of their choice at any stage of the Grievance Procedure. However, at Level One and Level Two, this shall not prevent any aggrieved person(s) from presenting a grievance and having it adjusted as long as the adjustment is not inconsistent with the terms of this Agreement and providing the Association President/designee has the right to be present and present the Association's point of view.
7. No reprisal of any kind shall be taken against any person involved in the grievance proceedings because of such participation.
8. If a grievance arises from a decision by an administrator above the level of principal, the grievance may be presented initially at Level Two by the aggrieved person(s) or the Association. However, the thirty (30) day time limit for initial presentation, as specified at Level One, shall apply.
9. To facilitate the operation of the grievance process, the necessary forms shall be developed jointly by the Association and the Administration and made available to teachers by the Superintendent or designee. (See Appendix M).

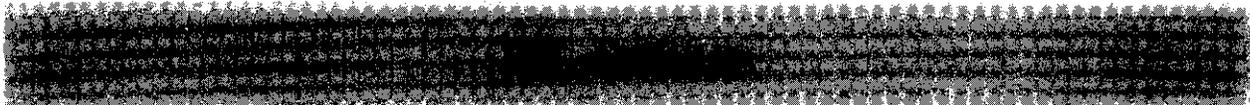
10. All written and printed matter dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
11. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that to the extent possible the investigation and processing of any grievances shall be conducted at such times and in such way as not to cause interruption or interference with established teaching schedules and duties.
12. The Board and the Association agree to cooperate in the investigation of any grievance and agree to provide necessary and relevant information to the other party upon reasonable written request.
13. Potential grievances shall not be submitted unless a specific fact situation occurs which impacts on one or more persons in the Association.



Nothing in this Agreement shall prohibit any teacher(s) from presenting views, proposals, or grievances to the Superintendent or the Board in accordance with established procedures.



Subject to the terms of this Agreement, the Board reserves the right and authority conferred upon it by law.



The salary schedules, policy statements, and regulations, included herein as Articles and/or Appendices, are made a part of this Agreement, and shall in the future be negotiated in conformance with the procedures described above.



A. GENERAL PROVISIONS

1. AUTHORIZED ABSENCE

Absences and leaves are specifically provided for in this Article. Approval for authorized absences and leaves shall be contingent upon receipt of an appropriate form for the leave

or absence or reporting the absence using the AESOP system, whichever applies. Teachers shall complete and submit such forms promptly. In addition, in order to allow for the provision of a substitute, teachers are obligated to report all absences promptly to the Human Resources Department and/or by utilization of the Employee Absence Report Line (AESOP).

2. ELIGIBILITY FOR LONG-TERM LEAVES

Teachers shall be eligible for no more than one of the following leaves identified in Section D. Professional Improvement with Compensation, Section E. Professional Improvement Leave without Compensation, Section F. General Leave, and Section H. Exchange Program Leave, during any five (5) school year period.

Additionally, if a teacher has taken a long-term leave and the five (5) school year limitation has expired, the teacher shall be eligible for an additional long-term leave only if:

- a. The number of other applicants for long-term leave whose applications are being approved has not reached the contractual maximum, if any; and
- b. These applicants properly submitted their requests in a timely fashion (e.g. by April 1, if the contract so states).

3. EARLY RETURN FROM LONG-TERM LEAVES

(Sections D, E, F, H, I and J of this Article)

Teachers wishing to return from any long-term leave of absence prior to the established date of return, may submit a written request to the Superintendent setting forth the date she/he proposes returning. Early termination of such leave shall be within the discretion of the Superintendent and, absent an abuse of discretion, a decision to reject a request for an early termination of a long-term leave shall not be subject to challenge through the grievance procedure or otherwise.

4. RETURN TO DUTY FROM LONG-TERM LEAVES

In order to be assured of a return to a position at the expiration of a leave, teachers absent on any of the long-term leaves identified in Section D, E, F, or H, shall notify the Director of Human Resources by certified mail or other verifiable written notification by March 1 either of their intention to return to active duty or not to return for the next school year. When any long-term leave is approved, this requirement shall be specified on the leave approval notice, and the teacher shall also be advised of the requirement to keep the Board informed of any address or telephone number change(s). If notice of the teacher's intention is not received by March 1, the Director of Human Resources will mail an inquiry by certified mail to the member's last known address with a copy to the Association President. If no response is received within ten (10) days of the date of mailing such notice, the Director of Human Resources and the Association President

shall confer and, following this conference, if neither can secure an immediate response from the teacher, the teacher's employment will be considered terminated.

A teaching position shall be available as of the commencement of the school year to any individual who makes timely notification according to the terms of this provision unless the teacher has been nonrenewed in accordance with Article XVI, Teacher Appraisal, or the teacher has been placed on the recall list in accordance with Article XXIII, Reduction in Force.

Except as otherwise provided in this Article, a teacher returning from leave shall be assigned the same position the employee left or an equivalent one for which the employee is qualified and certified/licensed and shall receive all rights with respect to contract status or other benefits provided by law or the collective bargaining agreement, except that, in the case of unpaid leave time, seniority shall not accumulate.

5. SALARY SCHEDULE CREDIT FOR YEARS OF SERVICE AFFECTED BY LEAVES OF ABSENCE

In order to receive experience credit on the salary schedule, a teacher must work or receive pay for one hundred and twenty (120) or more days during the school contract year.

6. NOTIFICATION OF OPENINGS WHILE ON LEAVE

Teachers on approved Board leaves of absence may elect to receive notification of openings in any positions for which they are qualified. To be eligible for this service, a teacher must inform the Superintendent or designee in writing of the types of openings in which he/she is interested and for which he/she is qualified, and the date when such notification procedure should begin. Notices will be mailed to the teacher's last recorded address on file in the Central Office and e-mailed to the teacher's District e-mail.

B. SICK LEAVE

1. RATE OF ACCRUAL AND ACCUMULATION

Each teacher shall earn sick leave at the rate of one and one-fourth (1-1/4) days per month of completed service. Unused sick leave days may be accumulated to an unlimited amount.

2. SICK LEAVE ADVANCE

A new teacher or a teacher who exhausts sick leave during a school year shall be advanced up to five (5) days of sick leave with this advance to be repaid by the teacher's subsequent sick leave accrual within the school year of the advancement.

Advancements of sick leave must be repaid through future accumulations earned at the rate of one and one-quarter (1¼) days per month of completed service. If an employee leaves the employment of the Board prior to repaying an advancement, the sick leave

paid in salary for days advanced, but not yet repaid, shall be deducted from the employee's final pay.

3. COMPLIANCE WITH OHIO REVISED CODE

Teachers may use sick leave in compliance with the ORC 3319.141. No more than five (5) days may be used per death in the immediate family.

4. IMMEDIATE FAMILY DEFINED

For purposes of illness or injury, immediate family is defined as the employee's spouse, child, mother, father, mother-in-law, father-in-law, sister or brother, or any member of the family or household who clearly has stood in the same relationship with the teacher as any of these. For purposes of death, immediate family shall include the foregoing relationships and grandchild, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law or any member of the family or household who clearly has stood in the same relationship with the teacher as any of these.

5. SICK LEAVE MEDICAL VERIFICATION

If medical attention is secured by the teacher and the absence exceeds ten (10) consecutive days, the Board shall, upon written request, be provided with a written statement from the teacher's physician or other appropriate health care provider that indicates that the teacher has been under the physician's care. In the event the teacher's absence exceeds fifteen (15) consecutive days, the Superintendent may request and shall receive within five (5) days a physician's statement regarding the reason(s) for the teacher's absence. If the teacher's absence exceeds fifteen (15) consecutive days, the Superintendent may request and shall be granted an examination of the teacher from a Board appointed doctor at Board expense.

In the event the teacher's absence exceeds ten (10) consecutive days and is due to illness or injury in the immediate family, the Superintendent or Director of Human Resources may request and shall receive written verification relating to the need for the absence. In the case of an absence due to an illness or injury in the immediate family which exceeds fifteen (15) consecutive days, the Superintendent may request and shall receive within five (5) days, written verification from a physician or other appropriate health care provider relating to the illness or injury in the immediate family precipitating the employee's absence.

6. TRANSFERRABILITY FROM PREVIOUS EMPLOYMENT

Sick leave which has been earned in previous public employment in Ohio is transferable pursuant to ORC 3319.141.

7. FALSIFICATION AS GROUNDS FOR DISCIPLINARY ACTION

Falsification of the Leave Report Form or any of the statements/verifications identified above is grounds for disciplinary action up to and including termination.

C. PERSONAL LEAVE

1. RATES OF ACCRUAL AND USAGE

A teacher may be absent for a maximum of three (3) days per school year for personal reasons. Personal leave shall be prorated for teachers hired after the beginning of any school year, or who are absent on unpaid leave for a portion of the school year. Teachers employed on a part-time basis shall be eligible to accrue and use personal leave on a prorated basis.

2. CRITERIA FOR USAGE

Request shall be granted if:

- They cannot reasonably be handled outside of school hours.
- The timing cannot reasonably be controlled by the individual making the request.
- They are not essentially for recreational purposes.

3. EXAMPLES OF APPROPRIATE USAGE

Examples of Personal Leave include:

- a. Mandatory court appearances.
- b. Serious illness of persons not covered by sick leave.
- c. Urgent or infrequent family obligations not covered by sick leave, such as weddings, graduations, (high school or higher, military, etc.) religious ceremonies or similar matters not scheduled by the teacher.
- d. Recognized religious holidays.
- e. Funerals of persons not covered by sick leave.
- f. Attendance at ceremonies where the teacher or a member of the teacher's immediate family is receiving an award of major significance, graduation exercises, or the like.
- g. Damage to the teacher's house or property.
- h. Moving.
- i. Necessary legal or business matters that cannot reasonably be performed outside of school hours.
- j. Participation in honorary events, award programs, or activities which offer the teacher an opportunity for personal or professional growth.

k. Other legitimate reasons.

4. **PERSONAL LEAVE SUBMISSION PROCESS**

A teacher who has available personal leave and wishes to use one or more days has the responsibility to notify the office of the Director of Human Resources in advance of the intended use of personal leave. Notification shall be made using the AESOP system either through the computer log in process or the call in process. Advance notification shall be required unless the cause of the absence makes it impossible to provide advance notification, in which case notification shall be provided as soon as possible. In the event the teacher's use of personal leave involves any of the days identified in a, b, or c below, the Personal Leave Form (Appendix I) shall be submitted in accordance with the following requirements:

a. **Additional Information Requirement Preceding Vacations, etc.**

Information will be required when the absence occurs on professional development days or immediately preceding or following a vacation, legal holiday, or on the opening or closing day of the school contract year and teachers will be responsible for submitting such information on the Personal Leave Form (Appendix I) directly to the Director of Human Resources. Information may be required when valid reasons exist for questioning the leave day(s) in which case the request for additional information shall be in writing and shall state the reason on which the request is based. The teacher's response shall be in writing and shall provide sufficient information to establish that the leave meets the requirements of Section C, 2-3.

b. **First Day, Last Day, Work Days, Professional Development Days; Requirements or Prohibitions**

In addition, personal leave for reasons other than those set forth in Section C, 3a-g (which reason must be specified on the Personal Leave Form) will not be allowed in the following instances:

- i. The first day of the student school year;
- ii. The last day of the student school year; and
- iii. Teacher Work / Professional Development Days as listed on school calendar; and
- iv. Parent-teacher conference days or evening schedules of parent-teacher conferences (see Article XII, Paragraph B, i.e., "extraordinary or previously approved circumstances").

c. Days in Excess of Allowable Amount – Deduction

The deduction for any day of absence which meets the requirements of Section C, 2-3, beyond the credited number of Personal Leave days allowable shall be limited to the cost of a substitute, whether or not a substitute is required. In the event that a

teacher uses more than the credited number of personal leave days in a school year, the teacher shall be required to provide sufficient specific information to establish that the days beyond the credited number are for reasons included in this Personal Leave provision. A total accumulation of more than six (6) Personal Leave days per year must have the Superintendent's prior approval in each occurrence.

5. APPROVAL/DISAPPROVAL PROCESS

All Personal Leave shall meet the requirements of Section C, 2-3. All Personal Leave Forms submitted in accordance with 4. a., b., or c. shall be marked approved or disapproved. Leave forms shall be disapproved if the leave does not meet the requirements of Section C, 2-3. A copy of the leave form shall be returned to the teacher within two (2) days following its submission, unless the Superintendent or designee requests additional information in accordance with Section 4. a., or c., in which case the leave form shall be returned to the teacher within two (2) days following submission of the additional information. If the leave is disapproved, the reason for the disapproval shall be clearly stated on the leave form.

6. FALSIFICATION AS GROUNDS FOR DISCIPLINARY ACTION

The Superintendent or designee shall provide a copy of the written requests for additional information submitted in accordance with Section C.4.a to the Association President when it is sent to the teacher. Falsification of a statement on the Personal Leave Form is grounds for disciplinary action up to and including termination.

7. PERSONAL LEAVE/ATTENDANCE INCENTIVE

Teachers who have used no personal days in any year may have the option of receiving compensation for such days in the amount of four hundred dollars (\$400) or converting these days to accumulated sick leave. Any teacher opting to receive compensation must notify the Treasurer's Office, in writing, no later than June 30. If the option to receive four hundred dollars (\$400) is selected, the Treasurer will pay said amount no later than the second pay in August for the school year just ended. Where a request for compensation is not timely received or where an employee uses personal leave, the remaining unused personal leave days will be converted to accumulated sick leave.

Teachers credited with unused personal leave days pursuant to Article IX, Section B, 1 of the 1998-2001 Collective Bargaining Agreement shall maintain their rights to payment of severance upon retirement for twenty-five percent (25%) of unused personal leave days accumulated through the 2001-2002 school year. Each severance amount will be maintained in a separate account for the teacher and paid-out at the time of retirement as set forth in that Collective Bargaining Agreement.

D. PROFESSIONAL IMPROVEMENT WITH COMPENSATION

1. REQUIREMENTS TO QUALIFY

Upon approval of the Superintendent and the Board, teachers who have been employed in the South Euclid-Lyndhurst City Schools for at least three (3) consecutive years may be granted leave for not more than one (1) school year for the purpose of professional improvement, subject to the following conditions:

- a. Not more than two (2) classroom teachers and one (1) non-classroom teacher may be on leave at any one time (total 3).
- b. To be considered, a teacher shall present to the Superintendent a written request along with a plan for professional growth. This written request and plan must be submitted by April 1 of the school year preceding the school year in which leave is requested unless a later date is agreed to by the Superintendent and the Association President. In order to be assured of a return position at the expiration of the leave and eligible for compensation as set forth below, the teacher must also provide written notice of her/his intent to return the school year following the school year of the leave in accordance with Section A, 4 and shall be so notified in writing at the time the leave is approved.

2. AVAILABILITY OF SUBSTITUTE

A qualified substitute must be available, who shall be the next teacher on the recall list who is certified/licensed, or, if no one on the recall list is certified/licensed, a first year teacher at the bachelor's degree level if possible.

3. COMPENSATION

Upon evidence that the professional growth plan has been completed satisfactorily, the teacher shall be eligible for partial compensation in accordance with the following restrictions:

- a. The teacher must return to the employ of the School District in the school year immediately following the school year of the leave and remain employed for at least one (1) full school year following the leave; and
- b. Compensation shall be limited to the difference between the teacher's scheduled salary and BA Step 3 of the salary schedule, such compensation to be paid in two (2) equal installments in January and June during the year of return to service.

4. POSITION AND RIGHTS UPON RETURN TO DUTY

A teacher, upon return from leave as set forth above, shall be assured employment either in his/her former position or a comparable one for which he/she is qualified. All rights with respect to contract status, salary increments (except for experience credit for the

period of absence), and other benefits provided by law or granted by action of the Board shall be granted to the teacher upon return to employment as set forth above.

E. PROFESSIONAL IMPROVEMENT WITHOUT COMPENSATION

1. REQUIREMENTS TO QUALIFY

Teachers who have been employed by the South Euclid-Lyndhurst City schools for at least three (3) consecutive years may be granted leave for not more than one (1) school year for the purpose of professional improvement, subject to the following conditions:

- a. Not more than two (2) classroom teachers and one (1) non-classroom teacher may be on leave at any one time (total 3).
- b. To be considered, a teacher shall present to the Superintendent a written request along with a plan for professional growth. This written request and plan must be submitted by April 1 of the school year preceding the school year in which leave is requested unless a later date is agreed to by the Superintendent and the Association President. In order to be assured of a return position at the expiration of the leave, the teacher must also provide written notice of her/his intent to return the school year following the school year of the leave in accordance with Section A, 4 and shall be so notified in writing at the time the leave is approved.

2. AVAILABILITY OF SUBSTITUTE

A qualified substitute must be available.

3. RIGHTS UPON RETURN TO DUTY

Upon the return to service in the school year following the school year of the leave, the teacher shall resume the contract status previously held and shall be granted salary increments (except for experience credit for the period of absence), and other benefits provided by law or by action of the Board.

4. EXTENDED LEAVE REQUESTS

A request for an extension of such leave for not more than one (1) additional school year will be considered under special circumstances.

F. GENERAL LEAVE

1. REQUIREMENTS FOR FULL SCHOOL YEAR LEAVE OF ABSENCE

Upon the approval of the Superintendent, once during any five (5) school year period a member of the bargaining unit with three (3) or more years of seniority, may take an unpaid leave of absence. General leaves of absence which are for a full school year shall meet the following requirements:

- a. The request is provided in writing to the Superintendent by April 1 of the school year preceding the school year of the leave. Later requests may be considered at the Superintendent's discretion.
- b. A qualified substitute is available.
- c. The employee's absence will not result in a serious impairment to the curricular educational program.

2. REQUIREMENTS FOR PARTIAL SCHOOL YEAR LEAVE OF ABSENCE

General leaves of absence for less than a full school year shall meet requirements b. and c. above, and, except in extraordinary circumstances, must be preceded by thirty (30) calendar days written notification of the need for leave. The Association President shall receive copies of all approvals or denials of General Leave applications.

3. RETURN TO DUTY NOTIFICATION REQUIREMENTS

In order to be assured of a return position at the expiration of the leave, the teacher must also provide written notice of her/his intent to return in accordance with Section A, 4 and shall be so notified in writing at the time the leave is approved.

G. MILITARY LEAVE

1. ELIGIBILITY, REEMPLOYMENT, SENIORITY, AND SALARY SCHEDULE PLACEMENT

Any teacher who has left or leaves a teaching position, by resignation or otherwise excluding contract termination or nonrenewal, and within forty (40) school days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof, or such other services as are specified in ORC 143.22 is eligible for a military leave of absence. Application for military leave should be directed to the Director of Human Services and accompanied by enlistment documents.

Staff members granted military leave of absence who receive a discharge other than dishonorable shall be reemployed by the Board under the same type of contract as that which he/she last held in the District, if the teacher shall, within ninety (90) days after the discharge, apply to the Board of Education for reemployment. Upon such application, accompanied by a copy of the discharge papers, the teacher shall be reemployed on the first day of the next school semester, if the application is made not less than thirty (30) days prior to the first day of the next school semester, in which case the teacher shall be reemployed the first day of the following school year.

For the purposes of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service has been performed during such time. The Board of Education may suspend the contract of the teacher whose services become unnecessary

by reason of the return of a teacher from service in the armed services or auxiliaries thereof in accordance with Article XXIII, Reduction in Force.

2. STATUTORY COMPENSATION

Employees inducted or called to active duty in the armed forces shall be entitled to a leave of absence without loss of base compensation for a period of one (1) month per year pursuant to ORC 5923.05, unless the amount or duration of such compensation shall be modified pursuant to a collective bargaining agreement or subsequent legislative enactment.

3. COMPENSATION DIFFERENTIAL

Employees inducted or called to active duty in the armed forces shall be further entitled to additional compensation for periods beyond the initial one (1) month period described in Section G, 2 in an amount equal to the amount by which an employee's base salary exceeds active duty military compensation, including basic allowance for quarters and basic allowance for subsistence, payable during the employee's absence for a total period, including statutory compensation, not to exceed twelve (12) months from the date an employee's call-up begins.

4. CONTINUATION OF BENEFITS

Any employee inducted or called to active military duty shall be permitted to continue participating in all employee benefit programs offered by the District for a period not to exceed twelve (12) months commencing with the date an employee's call-up begins, if the employee so elects. The District and the employee shall continue to be responsible for the respective portion of the premiums or payments due for such benefits as prior to the employee's entry into military duty. The employee portion of premiums and payments shall continue to be paid on the basis of a payroll deduction throughout the period in which the employee is entitled to receive statutory or continuing compensation as described in Section G, 2-3 from the District. However, if an employee's compensation is insufficient to meet benefit expenses by payroll deduction, the District shall forward to the employee the appropriate billing statement for the amount owed for the employee's portion of that benefit. This continuation of benefits shall not apply to any benefit, which by its terms excludes periods of military duty, including, but not limited to, life insurance policies containing a war time exclusion.

5. RE-EMPLOYMENT RIGHTS

Employees returning from military duty shall be entitled to re-employment with the District. To be eligible for re-employment, an employee who served on active duty for ninety (90) days or more must apply for restoration of employment within ninety (90) days after relief from military duty or release from a period of hospitalization of not more than one (1) year, furnish proof of a discharge other than dishonorable conditions, and be physically qualified to perform the duties of such former position. For periods of active duty less than ninety (90) days, the time for application for re-employment shall be within thirty-one (31) days after relief from military duty or release from a period of

hospitalization of not more than one (1) year. Re-employment shall commence at the earliest possible time, but no later than thirty (30) days following the application for re-employment. An employee who is unable to perform former duties by reason of disability shall be placed in another position for which the employee is qualified and which provides the closest approximation of seniority, status, pay, and ability to carry out the assigned duties.

6. RIGHTS UPON RESTORATION OF RE-EMPLOYMENT

In addition to such other rights as may be granted pursuant to state or federal law, an employee shall be entitled upon restoration of employment to the seniority status which would have accrued if the employee had remained continuously employed during the military leave of absence, including total experience credit with the District.

7. STATE RETIREMENT FUNDS

The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

H. EXCHANGE PROGRAM LEAVE

1. REQUIREMENTS TO QUALITY

Upon approval of the Superintendent, a leave of absence without pay for one (1) school year will be granted to a teacher to serve in a recognized teacher exchange program. To be eligible for such leave, a teacher must have served a minimum of five (5) years in the South Euclid-Lyndhurst City Schools. The teacher must submit an application for participation in the teacher exchange program by April 1 of the school year prior to the school year of the leave so that final approval can be secured by July 10, unless a later date is agreed to by the Superintendent and the Association President.

2. RETURN TO DUTY NOTIFICATION REQUIREMENTS

In order to be assured of a return position at the expiration of the leave, the teacher must also provide written notice of her/his intent to return accordance with Section A, 4 and shall be so notified in writing at the time the leave is approved.

3. SALARY SCHEDULE INCREMENTS

Upon return from such leave in the school year following the school year of the leave, the teacher shall be granted any increments which would have been credited had he/she remained in active service.

I. PARENTAL LEAVE AFTER THE BIRTH OF A CHILD

1. ADVANCE NOTIFICATION REQUIREMENT

A teacher who is pregnant or whose spouse is pregnant and who anticipates taking a leave shall file a letter of notification with the Superintendent or designee no later than the end of the sixth (6th) month of pregnancy. This notification shall include the anticipated delivery date and shall indicate the employee's leave plans. Between the time leave is requested and two (2) calendar weeks following the delivery date, the teacher may change his/her leave plans or may cancel the leave upon written notification to the Superintendent or designee.

2. LEAVE OPTIONS

a. Parental Leave

If the teacher chooses to take a Parental Leave of Absence, the actual beginning of the leave shall be no later than six (6) weeks following the delivery date or at such earlier time as specified by the teacher (e.g., if the teacher does not have six (6) weeks of accumulated sick leave available). The leave shall extend through the remainder of the school year in which the leave begins or for a shorter period at the request of the teacher and with the approval of the Superintendent. Upon the request of the teacher, the leave may be extended for one (1) additional school year or two (2) additional school years if the birth occurs on or after March 1. Such leave shall be without compensation. The teacher returning from unpaid parental leave shall be assigned the same position the teacher left unless reassignment occurs in accordance with other provisions of this agreement.

- **Return to Duty Notification Requirements**

By March 1 (or June 15 if the birth occurs on or after March 1), individuals on Parental Leave shall notify the Superintendent or designee, by certified mail or other verifiable written indication, of his/her plans for the coming school year. In order to be assured of a return position at the expiration of the leave, the teacher must also provide written notice of her/his intent to return in accordance with Section A, 4. If notice of the teacher's intention is not received in a timely fashion, the Director of Human Resources will mail an inquiry by certified mail to the member's last known address with a copy to the Association President. If no response is received within ten (10) days of the date of mailing such notice, the Director of Human Resources and the Association President shall confer and, following this conference, if neither can secure an immediate response from the teacher, the teacher's employment will be considered terminated.

- **Medical Insurance Coverage During Leave and the FMLA**

Where both parents of a child are employees of the Board, paid benefits received in connection with parental leave and in accordance with FMLA shall not exceed a total of twelve (12) weeks for both parents.

In accordance with Section L, during the first twelve (12) weeks of any parental leave, the teacher's participation in the medical insurance coverage provided in Article XXX, Section B of this Agreement shall be continued at the level of Board contribution as provided therein. The provision of such continued coverage, at Board expense, shall be only for the first twelve (12) consecutive weeks of the parental leave, less any earlier period of qualified FMLA Leave utilized during that twelve (12) month period. Such coverage, at Board expense, shall not exceed twelve (12) weeks during any twelve (12) month period as set forth in Section L. In the event a teacher has taken paid sick leave, as described below, in connection with the birth of a child, the period of paid sick leave shall run concurrently and be deducted from the twelve (12) week period for continuation of health benefits, at Board expense, during the otherwise unpaid parental leave.

b. Use of Accumulated Sick Leave

A teacher may utilize accumulated Sick Leave for a period of up to six (6) weeks (thirty (30) full-time working days) following the delivery date. Use of Sick Leave beyond six weeks (thirty (30) full-time working days) following the delivery date requires written authorization from the teacher's physician and shall be submitted to the Superintendent or designee indicating that such continued Sick Leave is medically necessary. The teacher returning from Sick Leave shall be assigned the same position the teacher left unless reassignment occurs in accordance with other provisions of this Agreement.

J. ADOPTION LEAVE

1. ADVANCE NOTIFICATION REQUIREMENTS AND DURATION OF LEAVE

A teacher who adopts a child shall be granted a special exception and may access accumulated sick leave of up to thirty (30) days and may also take an unpaid leave of absence. Such leave shall extend through the remainder of the school year in which the leave begins and, upon the request of the teacher, for an additional school year. Individuals contemplating taking adoption leave shall notify the Superintendent or designee of this possibility at the time of their approval by the adoption agency or sixty (60) days prior to the beginning of the leave, whichever is earlier. The effective date of the adoption leave shall be established by notice to the Superintendent or designee at the time the teacher receives notice from the adoption agency of the adopted child's availability and this notice shall be forwarded as much in advance as possible. If the teacher is eligible for FMLA, the teacher's participation in the medical insurance coverage provided in Article XXX, Section B, should be continued at the level of Board contribution as provided therein for up to twelve (12) weeks consistent with the FMLA.

2. COMPENSATION

Such leave shall be without compensation, except as provided in the Leave Benefits provision of this Agreement.

3. RETURN TO DUTY NOTIFICATION REQUIREMENTS

By March 1 (or June 15 if the adoption occurs on or after March 1), individuals on Adoption Leave shall notify the Superintendent or designee, by certified mail or other verifiable written indication, of his/her plans for the coming school year. In order to be assured of a return position at the expiration of the leave, the teacher must also provide written notice of her/his intent to return in accordance with Section A, 4. If notice of the teacher's intention is not received in a timely fashion, the Director of Human Resources will mail an inquiry by certified mail to the member's last known address with a copy to the Association President. If no response is received within ten (10) days of the date of mailing such notice, the Director of Human Resources and the Association President shall confer and, following this conference, if neither can secure an immediate response from the teacher, the teacher's employment will be considered terminated.

K. ASSAULT LEAVE

1. DEFINITION AND DURATION OF LEAVE

A teacher who is absent due to physical or serious psychological injury resulting from an assault, or student initiated injury in the course of breaking school rules, which occurs in the course of Board employment and while on duty on school grounds or in attendance at a school-sponsored function, shall be eligible to receive assault leave. Such leave shall be granted for a period not to exceed ninety (90) days. At the written request of the teacher, up to an additional ninety (90) days of leave shall be granted if the need for such is verified through re-examination by a Board-appointed physician. This examination shall be at Board expense.

2. ASSAULT LEAVE FORM AND OTHER REQUIRED INFORMATION

Assault Leave shall be granted upon the teacher's filing of a completed Assault Leave Form (Appendix H) with the Treasurer. The teacher shall file a full written report concerning any assault after having the opportunity to consult with representation of his or her choice. An employee receiving assault leave agrees to give written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. In any case, the employee, acting in a personal capacity, retains the right to take whatever legal action desired. If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration. The Superintendent may require that the process of establishing a teacher's eligibility for assault leave may also include an examination by a Board-appointed physician. In that event, the examination shall be at Board expense.

3. ASSAULT LEAVE COMPENSATION

Payment for assault leave shall equal the teacher's per diem rate of pay inclusive of supplementary pay, less workers' compensation, if any, and will not be approved for payment unless and until the form and/or certificate, as provided above, are submitted to the Superintendent.

4. USE OF ACCUMULATED SICK LEAVE

Where the teacher exhausts the assault leave, he/she may utilize any of his/her accumulated and unused sick leave.

5. FALSIFICATION AS GROUNDS FOR DISCIPLINARY ACTION

Falsification of either the signed statement or a physician's certificate is grounds for disciplinary action up to and including termination pursuant to ORC 3319.16.

L. FAMILY & MEDICAL LEAVE

Teachers shall be entitled to leave as provided in the Family and Medical Leave Act (FMLA) and its associated regulations. For purposes of this Section, "Twelve (12) month period" is defined as the twelve (12) month period measured forward from the date a teacher's first Family and Medical Leave begins (i.e., the leave year is specific to each teacher). A teacher would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. The next twelve (12) month period would commence the first time Family and Medical Leave is taken after completion of any previous twelve (12) month period.

M. LEAVE BENEFITS

1. GROUP INSURANCE COVERAGE WHILE ON UNPAID LEAVE OF ABSENCE

Eligible teachers who are on an approved unpaid leave of absence shall have the opportunity of continuing to receive South Euclid-Lyndhurst group medical health insurance coverage (major medical, dental, vision, life¹ and prescription drug). Except as provided in Section L (i.e. FMLA leave of twelve (12) weeks during any twelve (12) month period) of this Article, such teacher must reimburse the Board for the premium costs. Failure of the teacher to forward payments to the Board at the stipulated times will terminate this option.

2. FMLA LEAVE RIGHTS AND COBRA CONTINUATION COVERAGE

In the event of a leave of absence granted as a result of (a) the serious health condition of the teacher, spouse, child or parent of the teacher, or (b) a qualifying military situation arising when a teacher's spouse, son, daughter, or parent is on active duty or is called to active duty status, or (c) a teacher who is the spouse, son, daughter, parent or next of kin of a covered service member who is required to care for the covered service member, the teacher shall be eligible for continuation, at Board expense, of the group hospitalization and major medical coverages provided under this Agreement consistent with the FMLA. Board payment toward the cost of such insurance coverages shall be at the level established under Article XXX, Section B. Continuation, at Board expense, of health insurance coverages during any period of an unpaid leave of absence for the reasons set

¹ Life insurance will be paid by the Board for the first six (6) months of the employee's unpaid leave. Thereafter, the employee must assume premium costs to maintain the insurance.

forth in (a) or (b), above, shall be for a period not to exceed a total of twelve (12) weeks in any school year. Continuation, at Board expense, of health insurance coverages during any period of unpaid leave of absence for the reasons set forth in (c), above, may be up to twenty-six (26) workweeks during a single twelve (12) month period. At the expiration of the period of Board payment, the teacher shall be able to continue at his/her own expense to participate in the Board's group insurance programs in accordance with COBRA. Subject to the requirements of federal law, the teacher will receive notification of this opportunity from the District's benefits administrator, and, shall make the election within sixty (60) days after the qualifying event or after the mailing of the COBRA election form. The teacher will have forty-five (45) days thereafter from the date of return of the election form to pay the back premium and thereafter shall make payments in the amounts and on the dates specified by the benefits administrator.

For purposes of this Section, a qualifying military situation arises when a teacher's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to the following types of situations:

- a. Attendance at official military-sponsored events,
- b. To provide or arrange for alternative childcare or schooling,
- c. To make financial or legal arrangements to address the member's absence while on active duty,
- d. Counseling,
- e. Rest and recuperation, and
- f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

In the event a teacher has taken paid sick leave for any of the circumstances for which she/he is eligible for FMLA, the period of paid sick leave shall be deducted from the twelve (12) week period for continuation, at Board expense, of health benefits during the otherwise unpaid leave of absence. It is the parties' intention that this Agreement comply with all aspects of the Board of Education and teachers' respective rights and obligations under the FMLA.

3. PREMIUM REPAYMENT OBLIGATION

If a teacher elects not to return to work following an unpaid leave of absence during which she/he has continued, at Board expense, on the health benefit programs provided under Article XXX, Section B and should the teacher's reason for not returning to work be other than the continuation, recurrence or onset of the health condition that gave rise to the leave, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the twelve (12) week period described above.

4. SALARY OPTIONS DURING AN APPROVED BOARD LEAVE OF ABSENCE

A teacher who is on an approved Board leave of absence may elect to receive payments for salary earned prior to the beginning of the leave via one of the following two (2) methods:

- a. To be paid earned salary on regularly scheduled payroll dates and no later than thirty (30) days following the effective date of such leave; or
- b. To continue to be paid according to the regular payroll schedule at the teacher's regular rate of pay until such earned salary has been paid in full. The final pay check shall be equal to or less than the teacher's regular rate of pay.

Regardless of which option is elected, during the period that such salary is being paid, the teacher will continue to receive Board paid benefits to the extent that he/she did prior to going on leave.

N. CATASTROPHIC ILLNESS

In the event a teacher experiences a catastrophic illness or injury and exhausts sick leave, the Association may petition the Superintendent to establish a catastrophic sick day bank for that individual teacher. If a bargaining unit member elects to contribute, each day of contribution shall result in the reduction of a day of sick leave from the member's sick leave accumulation. The maximum number of days per approved recipient shall be one hundred (100) days at the receiving teacher's per diem rate. The maximum number of per diem days which may be paid under this provision in any school year is one hundred (100) days.

In the event the total days contributed to a catastrophic sick day bank for any individual teacher exceeds the number of days required, then the excess days shall remain in the catastrophic sick day bank and be available for future catastrophic illnesses or injuries.

For purposes of this section, a "catastrophic illness or injury" shall include matters which constitute a significant and serious medical condition such as:

- Multiple fractures or amputation of a limb
- Spinal cord injuries
- Severe head injury/trauma
- Severe burns
- HIV spectrum disorders

Cancer
ALS (Amyotrophic Lateral Sclerosis)
Cerebral Palsy
Muscular Dystrophy
Hemophilia
Hepatitis
Stroke or cerebrovascular event/accident
Major surgery
Serious mental illness
Other serious rare disease(s)

Catastrophic or long term illness is not intended to include maternity leave and/or absence due to child birth. However, complications resulting from pregnancy or childbirth which result in a catastrophic illness or injury are included.

- Medical documentation shall be provided by the teacher to SELTA and made available when necessary for the determination of whether a catastrophic illness or injury has occurred and provided, as requested, to appropriate individuals
- SELTA shall provide the Treasurer with a list of teacher contributors to the sick leave bank and the number of days contributed by each.



A. SCHOOL CALENDAR ADOPTION PROCEDURE AND TIMELINES

A committee composed of two (2) representatives of SELTA, two (2) representatives of the Administration, one (1) representative of the Board, and a representative(s) from any other school group not to exceed two (2) per group as determined by the Superintendent, shall develop possible calendars for future school contract years. The committee developing calendar alternatives shall develop the alternatives by April 1 for the second school year following April 1. Such alternatives shall be voted on by all Board of Education employees, and the plan gaining the most votes shall be recommended to the Board for its consideration. The Board shall adopt a calendar by the end of May for the second school contract year from the May adoption date.

Compensatory time for parent-teacher conferences shall be placed in the calendar, which shall include identification of the scheduled dates and times for parent-teacher conferences at each building in the District, following its adoption by the Board, by the Association President/Designee and the Superintendent/Designee in accordance with Article XII, Section B. Placement of the Compensatory Time Days in the calendar shall be done not later than April 15th for the next school year. The Board shall retain the prerogative to amend the calendar when it is determined to be necessary and in the best interest of the school system, so long as the number of contractual days is not increased. In such eventuality, the Superintendent shall consult with the Executive Board of the Association, and, in the event a

calendar is changed, the Superintendent shall have the option of providing any employee who can provide proof of unavoidable loss with reimbursement or paid leave.

B. CONTRACTUAL DAYS

The school contract year for teachers shall consist of a maximum of one hundred and eighty-five (185) contractual working days. The school contract year shall include four (4) days which shall be teacher work days, one (1) of which can be used for convocation and opening of school staff meetings, and one (1) professional development day. New Employees may be required to attend up to three (3) days of orientation immediately preceding the start of the school contract year. During the orientation period, SELTA will be provided one half (1/2) day for new teacher orientation.

XI. PROFESSIONAL DEVELOPMENT DAYS

A professional development day shall be placed in the calendar in accordance with Article X, which shall be designed to provide professional growth opportunities to enhance student achievement, including but not limited to, performance on statewide assessments. The day shall be organized on a departmental, subject area, related service provider, grade, and/or building level.

Additional Professional Development Days (or partial Professional Development Days) can be established by the Board via use of the State Waiver Day Rules (subject to concurrence by the SELTA President) or Early Release Rules. These days will not add to the maximum of 185 contractual workdays.

On any occasion wherein a teacher is asked, and voluntarily accepts to make a professional presentation to the staff or facilitates a professional development day activity, such teachers shall receive 2.5 hours of preparation compensation for a half day or a 2.5 hour presentation and 5 hours of preparation compensation for a full day or a 5 hour presentation, payable at the rate of \$50 per hour. If such presentation is made during a bargaining unit member's regular contractual day, only preparation time will be compensated as set forth above.

XII. WORKDAY, EVENING ACTIVITIES, PLANNING TIME AND START TIMES

A. WORKDAY

1. LENGTH OF WORKDAY AND BEGINNING AND ENDING TIMES

The normal work schedule shall not exceed seven hours and forty minutes for elementary teachers. For secondary teachers, the normal work schedule shall not exceed seven and three-quarter (7-3/4) hours, except psychologists whose workday shall not exceed eight (8) hours. The normal workday shall not begin before 7:45 AM, except at Memorial

Junior High where it shall not begin before 7:30 AM, nor shall it end after 4:00 PM. Notwithstanding the above, up to six Junior High teachers are needed for an early starting time (one to start at 7:05 a.m., five to start at 7:15 a.m.). The first option to fill this need will be volunteers who can elect (1) to receive compensatory time (leave 25/15 minutes early, as appropriate) or (2) to be compensated at the annual rate of .06 of the base salary (for the 7:05 a.m. start) or .04 of the base salary (for the 7:15 a.m. start). Teachers who choose compensatory time are required to stay for staff meetings and will be compensated at the applicable .06/.04 base rate for the day of the staff meeting. If there are an insufficient number of volunteers the assignment will be rotated among those teachers without a homeroom duty and subject to the foregoing compensation options.

Each school shall adopt a workday consistent with these requirements for the ensuing school year prior to the conclusion of the current school year and inform teachers of the workday which shall not be changed except as provided for in Section A, 3.

Professional Development Days for all grade levels shall begin at 8:30 a.m. and conclude at 3:30 p.m., with a minimum of a one (1) hour lunch period provided.

2. LENGTH OF LUNCH PERIODS

The lunch period is included in the foregoing hours. Elementary school teachers' lunch periods shall be no less than fifty (50) consecutive minutes in length. Secondary school teachers' lunch periods shall be no less than forty (40) consecutive minutes in length. Psychologists shall have a lunch period of sixty (60) consecutive minutes.

3. PASSING TIME

The elementary specialist schedule for art, music, physical education and learning resource teachers will reflect a minimum time of five (5) minutes passing time between classes.

4. MEETINGS DURING LUNCH PERIODS

Except in extraordinary circumstances, the lunch period shall be duty free; however, in the elementary schools, meetings may take place during the lunch period at the discretion of the principal and staff of the building.

5. BUILDING SCHEDULE DEVIATION AND LENGTH OF WORKDAY

Should circumstances dictate that an individual school adopt a schedule which deviates from the above, the length of the normal work day shall be preserved.

6. FRIDAY, PRE-HOLIDAY DISMISSAL

On Fridays and days before holidays, teachers may leave their buildings at the conclusion of the school day unless the teacher has assigned supervision duties. Teachers with assigned supervision duties on Fridays or days before holidays may take equivalent

compensatory time on the next following work day only, either before or after the student day.

B. REQUIRED EVENING ACTIVITIES AND COMPENSATORY TIME

Evening activities requiring the attendance of teachers shall be limited to two (2) evenings, and four (4) evenings of parent teacher conferences. Parent teacher conferences and the related compensatory days will be scheduled not later than the end of May for the next school year. Every effort will be made to schedule other required evening activities prior to the start of the school contract year, but in no event less than fifteen (15) days prior to the activity.

When teachers are required to attend an evening program of parent-teacher conferences they shall be provided with compensatory released time.

In the absence of extraordinary or previously approved circumstances, sick leave will be the only approved leave for parent-teacher conferences. When a teacher misses a conference evening due to approved sick leave, he/she will be charged with one-half (1/2) day of sick leave (totaling one and one half [1-1/2] days if the teacher was absent for the regular school day). It remains the responsibility of the absent teacher to contact any parents who request such contact.

C. OTHER EVENING ACTIVITIES – ENCOURAGED ATTENDANCE AND ROTATIONAL COVERAGE

In addition, teachers are encouraged to attend other evening programs and activities. At the beginning of each school year, the principal shall meet with the SELTA unit officer or building representative to agree on the list of evening activities requiring supervision beyond those mentioned earlier in this Article XII, Section B. Events which the parties cannot agree to place on the list shall be referred to the building problem-solving committee which shall make the determination. The list shall then be circulated to all teachers in the building with the expectation that the necessary supervision for the evening activities will be provided by teachers electing to attend an equal or nearly equal number of events. An evening activity shall be defined as any school related function which begins one (1) hour or more after the conclusion of the normal daily work schedule for teachers in the building(s) affected.

Functions attended in fulfilling obligations under either the Specialists' Term and Ratio Salary Schedule or under a supplemental contract shall not be subject to the terms of this provision nor shall they be counted in this rotation.

D. PLANNING TIME

1. ELEMENTARY PLANNING TIME (GRADES K-6)

Elementary classroom teachers' preparation / planning time shall be two-hundred and forty (240) minutes per week of teacher directed conference and planning time which shall normally be one period per day of forty (40) minutes duration and one additional forty (40) minute period per week. The preparation / planning time shall be provided by specialists (in art, music, learning resource and physical education) and/or

certified/licensed teachers in the areas of global language, science, social studies, math, and /or language arts.

It is understood that special situations may require that the classroom teacher remain and assist the specialist. Such determination shall be made by the classroom teacher, the specialist and the building principal.

Specialists' classroom teaching responsibilities shall be scheduled to normally provide at least a total of two hundred forty (240) minutes of preparation / planning time each week during the student school day. Special situations may require that the specialists sacrifice some of this time during a given week.

2. SECONDARY PLANNING TIME (GRADES 7-12)

Secondary school classroom teachers shall have at least two (2) daily preparation / planning periods totaling at least eighty (80) minutes. No preparation / planning period shall be less than thirty (30) minutes.

Time during conference and preparation / planning periods shall be used for the completion of teacher directed professional duties.

3. NON-CLASSROOM TEACHER PLANNING TIME

Employees who are not classroom teachers are entitled to a reasonable amount of preparation and planning time within their daily work schedules. The determination of such time and scheduling of it shall be the result of consultation between the employee and his/her building principal.

4. PRE AND POST STUDENT ARRIVAL TIME

Time in the morning prior to the arrival of students and the time in the afternoon following the dismissal of students shall be used for preparation for the teacher's daily assignments, educational meetings (not to exceed two (2) per month), individual assistance to pupils, and parent conferences, in addition to other similar professional activities directed by the teacher. The building principal also may require the supervision of pupils during this time.

Except in extraordinary circumstances or as otherwise provided in this Agreement, supervision of pupils during pre and post student arrival time shall be limited to fifteen (15) minutes prior to the beginning of the student school day and fifteen (15) minutes following the end of the student school day. Prior to the start of each school year, the problem-solving committee in each building where supervisory duties will be performed during pre or post student arrival time will:

- Identify the needs for student supervision which need to be met
- Determine an adequate level of supervision

- Decide on a rotational schedule

In the event problem-solving committee does not reach a satisfactory solution, the issue will be brought to the District Leadership Team. Supervisory duties replacing homeroom responsibilities shall be exempt from the limitations of this provision.

If there is a need for student supervision at the K-6 buildings that extends beyond the fifteen (15) minutes identified above, up to three (3) teachers may be hired for an additional fifteen (15) minutes of student supervision. The first option to fill this need will be volunteers who can elect 1) to receive compensatory time (leave or start fifteen [15] minutes early or late), or 2) be compensated at the annual rate of .04 of the base salary. Teachers who choose compensatory time are required to stay for staff meetings and will be compensated at the .04 base rate for the day of the meeting. If there is an insufficient number of volunteers, the assignment will be rotated among all teachers in the building.

Participation in parent conferences, IAT, IEP and/or 504 meetings scheduled during the contractual work day of the teacher may occur during pre and post student arrival time, providing this does not significantly or routinely reduce the teacher's pre and post student arrival time.

5. TRAVELING EMPLOYEES

Secondary school teachers who are required to travel between buildings during the instructional day shall not be assigned a homeroom or any duty as replacement for a homeroom.

Elementary teachers who are required to travel between buildings during the instructional day shall have their daily work schedule adjusted to allow for thirty (30) minutes travel time.

E. STAFF MEETINGS

Except in emergency situations, there shall be no more than two (2) mandatory staff meetings per month for teachers which extend beyond the normal school day for teachers.

- Meetings at K-3 buildings may begin ten (10) minutes after the dismissal of students and the meetings shall last no more than thirty (30) minutes after the teacher contractual day.
- Meetings at the 4-6 building may begin thirty (30) minutes before the teacher contractual day.
- Meetings at the 7-8 building may begin ten (10) minutes after the dismissal of students and the meeting will last no longer than forty-five (45) minutes beyond the teacher contractual day.

- Meetings at the 9-12 building may begin ten (10) minutes after the dismissal of students and the meeting shall last no longer than forty-five (45) minutes after the teacher contractual day.

This Section does not prohibit teachers from meeting voluntarily either with the building administrator(s) or among themselves for longer periods or at times other than those provided in this Section.



A. RELEASED TIME FOR DEPARTMENT COORDINATORS

Released time for Building Department Coordinators shall be determined as follows:

| <u>Size of Department</u> | <u>Released Periods</u> |
|---------------------------|-------------------------|
| 1 - 5 staff members | 2-1/2 per week |
| 6 or more staff members | 5 per week |

Departments Coordinators compensation is also referred to in Appendix C.

B. RELEASED TIME FOR ACTIVITY PROGRAM SPONSORS

Released time for the following activity program sponsors shall equal one (1) class period daily:

- Brush High School Boys' Faculty Manager
- Brush High School Girls' Faculty Manager
- Brush High School Annual Advisor
- Brush High School Newspaper Advisor

With the approval of the Superintendent or designee, sponsors of additional co-curricular activities which require released time within the school day to operate effectively may be granted one (1) daily class period. Activity Program Sponsors compensation is also referred to in Appendix D.

C. CHANGES IN RELEASED TIME

The Board may make changes in the foregoing released time. Any such changes shall reasonably correspond to the change in duties connected with the position. A copy of the revised job description shall be presented to the Association President along with the rationale for the anticipated change prior to its implementation.

D. COMPENSATION FOR TEAM FACILITATORS

Team facilitators will receive compensation for performing the responsibilities in accordance with Appendix C, but will not receive released periods.



A. POLICIES AND REGULATIONS

All policies and regulations affecting teachers shall be in writing, shall be kept current, and shall be made available to each teacher. In the event of any conflict between these policies and regulations and this Agreement, the terms of this Agreement shall prevail.

B. UNINTERRUPTED INSTRUCTIONAL PERIODS

Except for good cause, teachers shall be entitled to uninterrupted academic instructional periods.

C. LEAVING BUILDING

Teachers may leave the building during lunch periods. Further, by following the prescribed building procedure, teachers will be permitted to leave the building during conference/preparation periods for personal business that cannot be conducted before or after the school day.

D. SCHOOL FACILITIES

The Board of Education shall make every effort to provide adequate classroom, lunchroom, restroom, lavatory, telephone, and parking facilities for use by the staff of each building. For teachers assigned to a course taught via electronic instruction, the Board will provide the teacher with the necessary technology on-site.

E. VENDING MACHINES

Upon request, vending machines shall be made available in each building so long as financial support by the staff is maintained.

F. ACCESS TO BUILDINGS

On days when school is scheduled to be open with students in attendance, a teacher shall have access to his/her assigned school building from one (1) hour prior to the beginning time for students to one (1) hour following the dismissal time for students.

G. STUDENT GRADES

No teacher shall be intimidated or coerced into changing a student's grade. However, if after consultation with a teacher, the building principal determines that the method by which a

grade in question was calculated does not adhere to approved grading practices, the principal may change the grade. In that event, such principal shall file a written statement containing the reasons for his/her action in the permanent record folder of the student whose grade was changed. The teacher shall be notified when a grade is changed and shall be advised of the new grade.

H. JOB POSTING

1. TIMELINES FOR JOB POSTINGS, JOB DESCRIPTIONS AND QUALIFICATIONS

Notice of vacant or newly created positions within the South Euclid-Lyndhurst School System shall be posted for a period of five (5) working days via District email. When it is necessary to fill a vacant position in a period of time less than five (5) days, the Association President and each teacher certified/licensed for that position will be notified of the vacancy before the position is filled. Currently employed teachers will be given the opportunity to apply for vacant or newly created bargaining unit positions. Position postings shall include the qualifications for the position which shall be reasonably related to the job description. Successful applicants must meet the posted qualifications, and, if the Board determines to alter the qualifications for a position, the job shall be re-posted for five (5) days after notification to the Association President. Such posting must remain consistent with the job description, unless the Board has made changes to the job description following consultation with SELTA as provided herein. No outside applicant shall be hired for vacancies if a teacher on the recall list is qualified, i.e., holds the requisite certificates/licenses for the vacancy.

2. SUMMER NOTIFICATION PROCESS

Positions occurring during the summer will be posted in accordance with 1. above.

3. VACANCIES IN POSITIONS INCLUDED IN APPENDICES C, D, AND E

Positions on Appendix C, D, and E, shall not be considered vacant unless the teacher loses preference for re-employment in accordance with Article XXXII, Section G, 2 or the employee resigns or otherwise leaves the position.

I. SECONDARY TEACHING ASSIGNMENTS AND PREPARATIONS

Since pupils are entitled to be taught by teachers who are working within their areas of competence, secondary school teachers shall not be assigned outside their area(s) of certification, or except for good cause, for more than two (2) daily preparations. This includes courses taught via electronic instruction.

J. SUBSTITUTE DUTY

A teacher will be asked to substitute for an absent teacher only when a qualified substitute cannot be found or when the absence is for less than one-half (1/2) day. Annually, and on a building basis, a list of teachers who volunteer for substitute duty shall be developed and this

list shall be used to provide substitute coverage when a qualified substitute is not available. In the event sufficient qualified substitutes and teachers who have volunteered for substitute duty are not sufficient to provide the necessary coverage, other teachers may be required to substitute during their preparation time if necessary on a building rotation basis, but, teachers who have not volunteered for substitute duty may “opt out” of the rotation on a given day, by providing notice of the “opt out” to the building principal before the start of the student day, or by mutual agreement, at the time of the request. If the teacher opts out of the rotation on a given day when the teacher would have been asked to substitute, the teacher shall remain at the top of the list for the next time this substitution is required and may not “opt out” again until the teacher has substituted.

Substitute duty shall be compensated in accordance with the following schedule:

| | |
|----------------------|---------|
| Period 0-30 minutes | \$20.00 |
| Period 31-45 minutes | \$25.00 |
| Period 46-60 minutes | \$30.00 |
| Period 61-90 minutes | \$55.00 |

The following rates take effect for the 2011-12 school year:

| | |
|----------------------|---------|
| Period 0-30 minutes | \$20.00 |
| Period 31-61 minutes | \$35.00 |
| Period 61-90 minutes | \$55.00 |

Payments shall be made with the first payroll on or after December 1, April 1, and with the last payroll prior to the end of the fiscal year.

K. BUS DRIVING

Bus drivers shall be provided, whenever possible, for all school related bus trips.

L. JOB DESCRIPTIONS

The Board and SELTA commit to review existing job descriptions. Where said descriptions are either nonexistent or out of date, the Administration shall consult with SELTA to appropriately create or revise them. Job descriptions for bargaining unit positions shall include qualifications of the position which shall be reasonably related to the duties of the position. Upon request, a current set of job descriptions will be made available to the Association President and each head building representative.

M. SYLLABUS

At the secondary level, teachers shall be responsible for distributing a written syllabus, which consists of an outline of course content, at the beginning of the year or the beginning of the semester for each course taught. This includes courses taught via electronic instruction.



A. ACCESS TO PERSONNEL FILES AND COPIES

A teacher, or, upon presentation of proper written authorization signed by the teacher, the teacher's representative, shall have the right to examine all material in his/her personnel file, except pre-employment information, at any time during the normal workday subject to the following:

- That this does not interfere with the teacher's assigned duties.
- That it is convenient for the Superintendent or designee to be present at the time the material is examined. (For this reason it is recommended that the teacher make an appointment in advance to examine his/her personnel file.)
- The teacher shall have the right to copy any materials in his/her file. The Board may charge actual cost for the copies of any material requested by the teacher.

B. REQUIREMENTS FOR INCLUSION OF MATERIAL IN THE FILE

Material contained in the personnel file must be job related. Teachers will be so notified whenever items are inserted into their personnel file.

C. COMMUNICATIONS UPON TERMINATION

Upon termination of his/her employment, no communication shall be made that may have an adverse effect upon the teacher's reemployment or compromise his/her professional integrity or competence unless such communication is verified by the contents of the teacher's personnel file.



A. RATIONALE AND PHILOSOPHY

Appraisal is a cooperative and continuous process designed to improve the quality of instruction, student learning and promote professional growth of teachers. It is also designed to enable the district to assess teacher performance with respect to the personnel decision making process.

B. PROCEDURES

1. PRIMARY EVALUATOR

The building principal is the primary evaluator of the teacher assigned to the building. Teachers who are assigned to more than one building, and non-classroom teachers shall be advised of the administrator responsible for the evaluation.

2. DELEGATION OF RESPONSIBILITY FOR APPRAISAL PROCESS

If the appraisal process is delegated to another administrator, the teacher will be advised. The designated administrator shall be responsible for conducting the evaluation as outlined in Article XVI.

3. ANNUAL REVIEW OF APPRAISAL PROCESS

The evaluator shall review the appraisal process with the teachers prior to October 1 of each school year.

4. APPRAISAL REPORT FORMS; TEACHERS RIGHT OF RESPONSE

All appraisal report forms shall be completed fully and signed by the administrator prior to requesting the teacher's signature. The teacher shall be given a copy and shall have the right to attach a written response to same. Any such response shall be filed by the teacher not later than thirty (30) days after the observation, preliminary evaluation, or evaluation conference.

5. REQUIREMENT FOR OPENNESS

The appraisal process shall be conducted openly and with full knowledge of the teacher.

6. TEACHER OPPORTUNITY TO REQUEST APPRAISAL BY ANOTHER ADMINISTRATOR

A teacher shall have the opportunity to request a formal observation(s) and evaluation(s) by another administrator. Such request must be made to the Superintendent/designee prior to January 15. Any such observation(s) and evaluation shall be included in the teacher's personnel file.

7. DISTRIBUTION OF OBSERVATION AND EVALUATION FORMS

Copies of observations and evaluations will go to the principal or the Delegated Administrator and/or his/her designee(s) and to the employee. The original of the evaluation will go to the Director of Human Resources to be included in the employees' personnel file.

8. CONSISTENCY REQUIREMENT

All observations and evaluations shall be consistent with the terms of this agreement and shall be done on the observation and evaluation forms included herein.

9. NOT APPLICABLE TO SUPPLEMENTAL CONTRACTS

The provisions of this Article do not apply to supplemental contracts.

C. COMPONENTS OF THE APPRAISAL PROCESS

The appraisal process consists of four components: professional goal setting, professional growth activities, observations, and evaluation.

1. PROFESSIONAL GOAL SETTING

Teachers shall at the beginning of the school year complete the Professional Goal Setting form for the purpose of self-appraisal and self-improvement. This form shall be submitted to the teacher's evaluator prior to October 15.

2. PROFESSIONAL GROWTH ACTIVITIES

Professional growth activities are those activities which the teacher selects to enhance the teachers professional background or credentials including, but not limited to, coursework taken, LPDC activities, professional visitations, books or articles read or written and the like; during any year in which the teacher is not on the evaluation cycle. During the month of May, the teacher will provide a written summary of their professional growth activities for the year which will be followed by a conference.

3. OBSERVATIONS

- a. Observations may be done by the Superintendent, Executive Director of Instruction, Director of Human Resources, Director of Pupil Services, building principal, or assistant principal.
- b. Observations, both formal and informal, formulate the basis for the teacher's final evaluation.
- c. Formal observations shall occur in the classroom or other appropriate work setting for the bargaining unit member being observed. Observations will not be conducted on the day prior to Thanksgiving, Winter, or Spring break, unless otherwise mutually agreed by the teacher and the evaluator.
 - Formal observations shall be a minimum of thirty (30) minutes in length.
 - Dated and signed classroom observation reports shall be submitted to the teacher within five (5) days following the observation.

- Either the teacher or the observer may request a conference to discuss the observation within five (5) days of the receipt of the observation report.
 - The formal observation is to be based solely upon what was observed during the formal observation time. If any category is marked “Not Successful” or “Needs Improvement,” the observer shall document the specific concerns observed that led to such rating.
- d. Informal observations may occur at any time in which the teacher is performing duties related to his/her job description. In the event an administrator draws negative conclusions about the teacher’s performance from any informal observation, the administrator shall reduce the observation and conclusions to writing within a reasonable time. The administrator will provide a copy to the teacher. The teacher may have a discussion with the administrator and/or file a response within thirty (30) days after receipt of the written document.

4. EVALUATION

All limited and continuing contract employees shall be evaluated.

- a. Assessments that correspond to job performance criteria in the areas of Planning and Preparation, Classroom Environment, and Instruction, shall represent the results of the observations. Assessment of the additional job performance criteria included on the evaluation form must be reasonably related to the teacher’s job duties.
- b. Adequate reasons are to be recorded on the form when rating is either in the category of “Needs Improvement” or “Not Successful.” Specific instructions for improvement of substandard performance shall be placed on or attached to the evaluation form.
- c. An evaluation conference shall be held to discuss a completed Teacher Evaluation form. The completed evaluation form shall be given to the teacher at least ten (10) days prior to the conference.
- d. In case of disagreement concerning an evaluation, the teacher may request, within ten (10) days of receipt of the completed evaluation form, a conference with the superintendent/designee to be attended by the evaluatee, the evaluator, and other appropriate parties, which may include a SELTA representative at the request of the bargaining unit member.

D. APPRAISAL PROCESS AND TIMELINES FOR LIMITED CONTRACT TEACHERS

1. THREE (3) OR FEWER YEARS OF DISTRICT SERVICE

The appraisal process for limited contract teachers with three (3) or fewer years in the district shall include submission of the Professional Goal Setting form prior to October 15, a minimum of four (4) formal observations, two (2) prior to December 15 (at least one (1) of which shall be announced and preceded by a pre-observation conference and

form), and two (2) between December 15 and March 31 (at least one (1) of which shall be announced and preceded by a pre-observation conference and form); a completed preliminary evaluation and conference during the first two (2) weeks of December; and a completed final evaluation and conference during the last two (2) weeks of March.

2. FOUR (4) OR MORE YEARS OF DISTRICT SERVICE

The appraisal process for limited contract teachers with four or more years in the district shall minimally include submission of the Professional Goal Setting form prior to October 15, a minimum of two (2) formal observations (at least one of which shall be announced and preceded by a pre-observation conference and form), one (1) prior to December 15 and one (1) between December 15 and March 31; and a completed final evaluation and conference during the last two (2) weeks of March. If the evaluator determines there is a need, a teacher may be placed in the following year into the appraisal cycle for teachers with less than three (3) years in the District. The evaluator shall notify the Superintendent and Association President when this appraisal option is utilized.

3. TENURE ELIGIBLE LIMITED CONTRACT TEACHERS

- a. The appraisal process for limited contract teachers eligible for tenure shall be the same as the process for limited contract teachers with three (3) or fewer years in the district.
- b. Each September, the Director of Human Resources will notify all limited contract teachers via District e-mail with a copy to the SELTA President that if they expect to qualify for continuing contract consideration, they must respond via District e-mail with a copy to the SELTA President on or before October 15. A teacher who fails to respond on or before October 15 will not be considered for tenure until April of the following year.

E. APPRAISAL PROCESS AND TIMELINES FOR CONTINUING CONTRACT TEACHERS

1. TRIENNIAL EVALUATION YEAR

Teachers with a continuing contract shall be evaluated every third year. The process shall include submission of the Professional Goal Setting form prior to October 15, a minimum of two (2) formal observations (at least one (1) of which shall be announced and preceded by a pre-observation conference and form), one (1) prior to January 15 and one (1) between January 15 and May 15; and a completed final evaluation and conference to be held during the first two (2) weeks of May.

2. PROFESSIONAL GROWTH ACTIVITIES DURING NON-TRIENNIAL EVALUATION YEARS

Teachers in years two (2) and three (3) of the appraisal cycle shall participate in professional growth activities that are more flexible and self-directed. This process

provides an opportunity for teachers to enhance professionalism in a non-evaluative manner.

- a. The teacher shall provide an outline of planned activities to his/her evaluator by October 15. A conference for clarification may follow if requested by the teacher or the evaluator. A conference shall take place in May at which time the teacher will provide a written summary of the teacher's professional growth accomplishments.
- b. If the evaluator determines there is a performance problem, a teacher may be placed in the evaluation phase of the appraisal cycle in years other than those where evaluation is otherwise required. The evaluator shall notify the Superintendent and Association President when this appraisal option is utilized.
- c. Nothing herein shall preclude a continuing contract teacher from requesting to be placed into the evaluation cycle or from requesting additional observations and evaluations.

F. NOTICE OF DEFICIENCY - PLAN OF ASSISTANCE

A plan of assistance will be written if the administrator has a significant concern(s) about the performance of a teacher.

1. CONFERENCE REQUIREMENT

The administrator will first initiate a conference with the teacher to discuss the concern.

2. NOTICE OF DEFICIENCY

If the administrator believes that a significant concern(s) about the performance of a teacher exists, a "Notice of Deficiency" (Appendix J) shall be provided to the teacher.

3. TIMELINE FOR DEVELOPMENT OF PLAN OF ASSISTANCE

Within ten (10) days of receipt of the Notice of Deficiency, the teacher and the administrator will meet to develop a Plan of Assistance (Appendix J). The plan of assistance will indicate the corrective steps that both the teacher and principal shall perform.

4. TIME FOR CORRECTION OF NOTED DEFICIENCIES

The Plan of Assistance will provide an adequate opportunity for the teacher to correct or show adequate progress in correcting the deficiencies noted therein before the deficiencies may be assessed in a formal evaluation.

G. NONRENEWAL PROCEDURES

1. APPLICATION OF LEVEL THREE OF THE GRIEVANCE PROCEDURE

The procedures for nonrenewal of limited contracts shall be those set forth in ORC 3319.11 in conjunction with the evaluation procedures set forth herein except that the parties agree that the Board hearing envisioned in ORC 3319.11(G)(5) shall be replaced by Level Three of the Grievance Procedure in Article V.

2. VIOLATIONS OF THE EVALUATION PROCESS

Violations of the evaluation procedures will be subject to the Grievance Procedure set forth in Article V.

3. EXCLUSIVITY OF THE GRIEVANCE PROCEDURE

Teachers may appeal the Board's decision to non renew a limited contract exclusively to Level Three of the grievance procedure.

H. STATUTORY OVERRIDE

It is the intention of the parties that the provisions of this Article shall supersede all provisions of ORC 3319.111.

A. STUDENT REFERRAL

Should it appear to a teacher that particular pupils require attention from counselors, social workers, law enforcement personnel, physicians, or other professional persons, all steps possible will be taken to assist the teacher in meeting the teacher's/district's responsibility for these students. Except for good cause, teachers shall be notified of any severe physical, mental, or social problems affecting their pupils and shall have access to information pertaining to these problems.

B. COMPLAINT PROCEDURE

As part of the investigation, the administrator receiving the complaint, if from an adult or non-student, shall request that the complaint be reduced to writing and include the source, time and nature of the complaint. If the complaining party is an adult or non-student and refuses the administrator's request, the administrator shall reduce this information to writing. If the complaining party is a student the student's identity may be kept temporarily confidential if necessary to conduct a reasonable investigation and this may also be done in the case of an adult or non-student complaint if necessary to conduct a reasonable investigation. Confidentiality may be maintained required by local, state or federal law or enforcement agencies. Normally, however, the investigation of a complaint shall begin by

informing the teacher of the complaint and permitting the teacher to respond to it. If further investigation is necessary, it shall begin with other adults if possible. Students may be used as part of the investigatory process when necessary to complete a reasonable investigation, but the use of students be avoided whenever possible. Investigation of any complaint which may form the basis for consideration of suspension or contract termination shall proceed only after notice to the Association President of the nature of the intended investigation. Upon request, the Association President/designee will be provided with all investigatory material which results from the investigation. If as a result of the investigation of a complaint, it is concluded that discipline may result, disciplinary action shall proceed in accordance with Section C. TEACHER DISCIPLINE, and Section D. DUE PROCESS PROCEDURES.

C. TEACHER DISCIPLINE

No teacher shall be disciplined without reason. Disciplinary action shall be commensurate with the teacher's offense and normally shall be progressive in nature. However, the parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity. Normally, discipline shall be imposed in the following progression:

- Informal Warning. It is expected that most cases will be disposed of by an informal warning, without further disciplinary action.
- Written Reprimand(s)
- Suspension With Pay
- Suspension Without Pay
- Termination. Only the Superintendent may recommend termination to the Board which may only terminate in accordance with the procedures of ORC 3319.16 and 3319.161.

D. DUE PROCESS PROCEDURE

1. WRITTEN REPRIMAND

After completion of an investigation and prior to the issuance of a written reprimand, the teacher shall be informed of the allegations which may lead to the reprimand. If the allegations are the result of a complaint investigated in accordance with B. above, the teacher shall be informed that the complaint has led to a preliminary conclusion that the teacher's actions which formed the basis for the complaint may result in discipline. No sooner than the next day, a conference shall be held with the teacher, and, if requested, the teacher's SELTA representative. Thereafter, if the administration concludes that a written reprimand will be issued, the reprimand will be issued within five (5) days.

2. SUSPENSION/TERMINATION

Except in cases requiring immediate suspension or initiation of termination proceedings, teachers shall be disciplined only after due process in accordance with the following procedures.

a. Notice of Allegation and Conference

A written notice setting forth the allegations which if substantiated could result in disciplinary action shall be provided to the teacher via personal delivery or by mail. The notice shall include the time and place of a conference to discuss the allegations: a copy shall be provided to the Association President.

b. Conference

A conference to discuss the allegations shall be offered to the teacher. The teacher may be accompanied by the teacher's Association representative (at the teacher's election). Unless the exigencies of the matter require otherwise, the conference normally will be scheduled at least two (2) days following the teacher's receipt of the notice set forth in Section D, 1.

c. Notification of Disposition

The teacher and Association President shall be notified in writing via hand delivery or certified mail of the disposition no later than fifteen (15) days following the conference or fifteen (15) days after the Section D, 1 notice if the teacher fails to attend the conference. If it is determined to take disciplinary action, the disposition notice shall include a statement of the administrator's conclusion and the disciplinary action to be taken. These timelines may be extended by mutual agreement.

d. Termination Proceedings

In case of immediate suspension or initiation of contract termination proceedings, the written notice of allegations shall be presented to the teacher and SELTA representative. Normally, the teacher and representative shall be afforded a preliminary conference prior to the imposition of the suspension or initiation of termination proceedings, with the conference preceded by a sharing, by the administration, of the evidence which might support the determination to suspend or to initiate contract termination proceedings.

e. Privacy of Proceedings

Exclusive of the Association President or other designated SELTA representatives, no teacher shall be reprimanded or otherwise disciplined in the presence of other employees or in a public setting.

E. MEMBERSHIP

There shall be no reprisals taken by the Administration, the Board, or the Association against a teacher because of his/her membership or non-membership in the South Euclid-Lyndhurst Teachers Association.

XVII. COMMUNICATION WITH PARENTS

A. RESPONSIBILITY TO COMMUNICATE; REQUIREMENTS AND ASSISTANCE WITH WRITTEN COMMUNICATION

Teachers recognize that they have a responsibility to communicate with parents regarding their students. Teachers who wish to communicate with parents through the mail concerning a pupil's school activities and/or educational progress shall have available to them, under the direction of the building principal, reasonable secretarial services. Such mailings shall be sent on forms or stationery supplied by the school office and shall be mailed at Board expense.

B. PARENT CONFERENCES DURING OR OUTSIDE THE WORKDAY **(see Communication with Parents)**

In addition to meeting with parents as part of established school programs such as those referred to in Article XII, Section B, teachers have an obligation to make themselves available for parent conferences at times during the workday established for planning or conference purposes. Administrators shall encourage parents to make appointments directly with teachers. If the parent cannot meet during the teacher's planning or conference portion of the workday, the teacher shall be obligated to meet at a reasonable time outside the workday by arrangements made between the teacher and parent.

XIX. PROFESSIONAL BEHAVIOR

The Association recognizes that abuse of personnel policies and regulations, willful deficiencies in professional performance, or overt violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school system, and may constitute failure on the part of the teacher to carry out his/her contractual responsibilities. Such alleged breaches of discipline or the Licensure Code of Professional Conduct for Ohio Educators shall be promptly reported to the teacher and the Association. Upon being informed, the Association and administration shall use their cooperative best efforts to correct breaches of professional behavior. This Article does not alter the Board of Education's reporting obligations under Amended H.B. 79.



A. ASSOCIATION RELEASED TIME

In order to administer this Agreement, the Association President will be permitted to leave his/her building following the dismissal of students. Association negotiating team members will be granted the same privilege on afternoons that Board-Association negotiating sessions are to be held. In order to attend meetings of the Association Representative Council or the Association Executive Board, individuals serving on those bodies will be allowed to leave their schools following the dismissal of students, with such permission limited to one (1) day per month for each of the above bodies on which the individual serves.

Prior to leaving the buildings early for any of the above purposes, teachers shall notify the school principal of the reasons for their early departure. No teacher shall use these privileges if doing so interferes with the fulfillment of his/her professional responsibilities for individual assistance to students, parental conferences, and the like.

B. ASSOCIATION DAYS

The Association shall be granted up to thirty-six (36) days per year of released time for use by members to participate in SELTA business. If a substitute is required for absences beyond eighteen (18) days, the Association shall bear the cost. Other than the Association President, no member shall be absent more than six (6) days for this reason. Absence requests shall be submitted to the building principal and the Superintendent for approval at least one (1) week prior to such meeting. Additional Association days may be taken by the Association President.

C. USE OF SCHOOL FACILITIES

The Association shall have the right to use school building facilities in accordance with established regulations.

D. USE OF SCHOOL MAIL

The Association shall be allowed to use inter-school mail delivery services and District e-mail for Association purposes and to place communications in staff mailboxes.

E. NOTICES, CIRCULARS, MATERIALS

At the time of posting or distribution in the staff mailboxes or via District e-mail, an information copy of all routine Association notices, circulars, and other materials which are being sent generally to the membership of the bargaining unit shall be sent to the Superintendent and the building principals.

F. ASSOCIATION CONSTITUTION, BYLAWS AND POLICIES AND ADMINISTRATIVE GUIDELINES MANUALS

The Association shall furnish to the Superintendent by September 30 of each school year a copy of its Constitution and current Bylaws. The Board shall furnish each school building by the same date a copy of its Bylaws and Policies and Administrative Guidelines Manual which shall be accessible to all teachers during the normal workday. Two (2) copies of the Bylaws and Policies and Administrative Guidelines Manual shall also be furnished for use by the Association.

G. BOARD AGENDAS

The Association President shall receive Board Agenda materials prepared for distribution to the public in advance of all Board meetings and shall also be sent a copy of the official minutes of such meetings.

H. NAMES OF NEW AND RETIRING TEACHERS

Upon request, the Association will be provided with the names and addresses of all new teachers and all those who are retiring. Such requests are to be directed to the Superintendent, who reserves the right to withhold the name of any retiring teacher who asks that his/her name be withheld.

I. CLASS SIZE STATISTICS

At the request of the Association President, the Superintendent or his designee will provide current class size statistics by the fifth (5th) student day of attendance each semester.

J. SYSTEMWIDE COMMUNICATIONS

The SELTA office shall receive an information copy of all routine notices, circulars, and other materials distributed systemwide to teachers.

K. ASSOCIATION MEMBERSHIP, DUES, AND FAIR SHARE FEES

1. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Both parties recognize that certificated personnel have the right to join or not to join any organization for their professional or economic improvement and that membership in any organization shall not be required as a condition of employment.

2. ASSOCIATION DUES

a. Amount of Dues and Schedule of Deductions

Each year the Association shall notify the Board's Treasurer on or before August 1 of the amount of annual dues to be deducted for forthcoming school year. The amount of annual dues shall then be deducted in twenty-four (24) installments from the pay of

each bargaining unit employee who has authorized deductions in writing. In the event a bargaining unit employee is hired or recalled after the initial pay date of the school year, payroll deduction for dues shall commence with the employee's first pay and the amount of the deduction shall be one twenty-fourth (1/24th) of the annual dues amount and shall continue for each pay thereafter. In the event an employee does not complete a school year on a paid basis, dues deductions shall cease with the employee's final pay. In the event an employee completes a school year on a paid basis and receives the balance of salary due in a final pay for the school year which pre-empts the twenty-four (24) pay date schedule, the balance of the annual amount of dues shall be deducted from the employee's final pay.

b. Authorization and Withdrawal of Dues Deductions

Authorization for payroll deduction of dues shall be on membership forms prescribed by the Association. Once an employee authorizes payroll deduction of dues, membership and dues deductions shall be continuous, except as the amount of annual dues may be subject to change in accordance with Section K, 2a. Authorization for payroll deduction of dues may be withdrawn by an employee providing the employee gives written notice to the Board's Treasurer and the Association President on or before August 1 in which case the withdrawal shall be effective commencing with the first pay date of the forthcoming school year and the former member shall become a fair share fee payer in accordance with Section K, 3.

c. Dues Deduction Depositions and Records

The total amount of dues deducted from all bargaining unit members shall be electronically deposited into the Association's account on each pay date, and the Board Treasurer shall provide a list of all members for whom dues have been deducted and the amount of the dues deduction to the Association Treasurer. This list shall separately identify additions and/or deletions by name from the previous pay date's record of depositions.

d. Exclusivity

Dues deductions shall not be provided for any other employee organization representing teachers except SELTA, and, if applicable, its affiliates.

3. FAIR SHARE FEES

a. Obligation to Pay and Right to Refrain from Membership

In the event that a bargaining unit member elects to decline membership in the Association or withdraws dues deduction authorization, the bargaining unit member shall become obligated to pay a fair share fee to the Association.

b. Obligation to Represent

The Association recognizes the obligation to fairly and equitably represent all members of the bargaining unit regardless of whether the teacher is or is not a member of the Association.

c. Amount of Fair Share Fee and Schedule of Deductions

The amount of the fair share fee shall be equal for all non-members and shall not exceed the annual dues paid by members. The schedule of fee deductions may vary from the schedule of dues deductions for Association members in order to accommodate a rebate process in conformity with Federal law. The schedule of fair share fee deductions and the per pay amount shall be discussed with the Board's Treasurer as may be reasonable necessary to be implemented efficiently and in conformity with Federal law.

d. Rebate Procedure and Exemption

It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to Federal law and ORC 4117.09(C). Any person who objects to paying the fair share fee because of religious beliefs shall be exempt from paying any fair share fees or union dues, as provided in ORC 4117.09(C).

4. INDEMNIFICATION

The Association agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees or dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding, to provide legal defense for the Board in any such suit, claim, or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fees.

L. EXCLUSIVITY

None of the special considerations provided to SELTA in this Article shall be provided to any other employee organization representing teachers, with the exceptions of Sections C, D, and G.



A. VOLUNTARY REQUEST FOR BUILDING OR ASSIGNMENT CHANGE

Prior to March 1 of each school year, each teacher will be given the opportunity to indicate any desired assignment changes or building transfers for the next contractual year. Such surveys shall be returned by the teacher as indicated by the Superintendent or designee. The survey forms will be retained for consideration until the beginning of the next contractual year or until the fulfillments of the request, whichever occurs first. The request for change may be withdrawn by written communication to the Superintendent or designee any time prior to notification that the request for change is to be granted.

B. INVOLUNTARY

1. WRITTEN STATEMENT OF REASONS, NOTICE, RETURN PROCESS

A person being involuntarily transferred or reassigned shall be entitled to a written statement of the reason(s) for the change upon written request to the appropriate administrator. The notice of reassignment shall be given at least ten (10) calendar days prior to the effective date of the transfer or reassignment.

When there is an available position in the teaching field from which a teacher was transferred involuntarily and the teacher is not returned to that opening, the teacher may request and shall be granted a hearing with the Superintendent. The teacher may be accompanied by the Association President. The results of this process shall not be grievable.

2. DECLINING ENROLLMENT AND BUILDING TRANSFERS – GRADES K-6

When transfers between buildings result from declines in enrollment and affect classroom teachers in grades K-6, the procedures set forth below shall apply.

a. When classes are eliminated due to declining enrollments:

- The principal and the classroom teacher(s) involved shall attempt to work out an arrangement using voluntary reassignment, whereby all changes in assignment can be made within that building.
- The principal(s) and classroom teacher(s) involved within the system shall attempt to work out an arrangement whereby all changes in assignment can be made through voluntary transfers. This shall be done during the last five (5) school days in June and again at later dates if subsequent enrollment changes require it.

- Persons on layoff may be recalled to their former position prior to arrangements being made in accordance with the preceding bullet unless their recall would result in the involuntary transfer of another classroom teacher from that building.
- b. If arrangements cannot be made through Section B, 2a and changes in building assignments are necessary due to declining enrollment, the classroom teacher(s) at the grade level(s) in the building where the enrollment decline takes place, with the least amount of seniority in the system, shall be the teacher(s) transferred.
 - c. Classroom teachers transferred under the procedure described in Item b above shall have an opportunity to fill all open positions created by staff reductions or other causes, provided that no teacher may be offered, nor forced to accept through involuntary transfer, a position for which the teacher is not certified/licensed.
 - d. If a classroom teacher should be transferred to another building and an opening for a classroom teacher should occur between April 15 and the beginning of the next school year in the building in which the classroom teacher was formerly assigned, that teacher will be informed of the opening created and have the opportunity to return to the former building of assignment, provided the teacher is certified/licensed for the open position.

3. DECLINING ENROLLMENT AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS - GRADES 7-12

Involuntary transfers and reassignments resulting from declines in enrollment at the secondary school level shall, to the maximum extent possible, affect the least senior person(s) assigned to the certification area from which the involuntary transfer or reassignment is to be made. Deviations from seniority may be made in order to fulfill curricular or extra-curricular requirements of the school system's educational program. In the case of each deviation, the Board will provide specific reasons for that deviation to the teacher(s) affected. If deviations do occur, they shall affect the least senior person(s) whose involuntary transfer or reassignment is allowable under this standard.

When transfers and/or reassignments result from declines in enrollment and affect classroom teachers in grades 7-12, the procedures set forth in Section B, 2a-d.

4. INVOLUNTARY TRANSFERS AND REASSIGNMENTS FOLLOWING THE START OF THE SCHOOL YEAR

Involuntary transfers and reassignments shall not be made following the commencement of the school year except in extraordinary circumstances.

5. RIGHT TO RESIGN

A teacher being involuntarily transferred or reassigned may choose to resign and shall not be the subject of a request for revocation of certification or license or other detrimental Board action if the Board is able to obtain a qualified replacement.



The procedures for nonrenewal of limited contracts shall be those set forth in ORC 3319.11 in conjunction with Article XVI.

If a teacher under a limited contract of employment is not to be tendered a further contract for the next academic year, due to performance reasons as identified through the evaluation procedure, that individual shall be so informed in writing at least ten (10) days prior to the Board meeting at which official action on nonrenewal is to be taken. Such action shall be taken no later than April 30. Teachers may appeal the Board's decision to non-renew a limited contract exclusively to Level Three of the grievance procedure.

Notice will be given and Board action taken for suspension of contract due to declining enrollment in the same manner and at the same time as nonrenewal notice and action is required above.

If the reason for suspension of a contract is a reduction in staff due to decreased enrollment or lack of funds, the individual so affected shall be so informed. At the request of the teacher, he/she shall be furnished with a list of names of people on the recall list; this list shall indicate the rank and order of recall in accordance with the provisions of Article XXIII.

This provision does not apply to supplemental contracts which are deemed automatically nonrenewed at the end of each year.



A. REDUCTION

In the event of a necessary reduction in the number of teachers due to decreased enrollment in a school, grade level, subject area, or department or for any of the other reasons delineated in ORC 3319.17 or Article XXII, the reduction shall proceed as follows:

1. TEACHING FIELDS AND DISTRICT-WIDE SENIORITY

Within each teaching field* affected, the teacher will be ranked according to district-wide seniority, i.e., the most senior teacher who holds the appropriate certification/licensure and meets the stipulations of Section A, 2 will be given preference.

a. Seniority Defined – Leaves of Absence, Resignation and Reemployment, Part-Time Service, Substitute Service

Seniority means consecutive years of service in a bargaining unit position. Seniority is established in a teaching field when a teacher holds current certification/licensure in that field. A teacher shall have seniority in a specific teaching field equal to the

consecutive years of bargaining unit service with the South Euclid-Lyndhurst Schools.

- Leaves of absence granted by the South Euclid-Lyndhurst Board of Education shall not be counted toward seniority unless required by law, nor shall they break the consecutive years of service.
- Seniority is not interrupted by resignation if the person is reemployed before missing any work time.
- Years of bargaining unit employment served on a part-time basis shall, for seniority purposes, be pro-rated as a fraction of full-time service. (Example: a teacher serving four (4) years at half-time will be considered to have accumulated two (2) years of seniority.)
- Teachers holding substitute contracts do not accumulate seniority unless and until they are awarded and begin teaching under regular teaching contracts (regular employment), at which time their seniority shall include all days of uninterrupted, consecutive substitute employment earned immediately prior to regular employment.

* Teaching Field: Teaching assignments for which a particular type of certification/licensure is required by the Standards of the Ohio State Board of Education.

b. Tie – Breaking Procedure

Priorities for breaking ties in seniority shall be made in the following order:

- Date the teacher signs an employment contract
- Highest degree and hours beyond it earned in graduate programs recognized by NCATE or an equivalent accrediting agency and the courses included therein
- Date that highest degree in preceding bullet was earned
- Level of certification in current teaching area
- Total years of teaching experience in chartered public and non-public schools

c. Priority for Continuing Contract Holders

Continuing contract holders shall be given priority over limited contract holders in the same teaching field for purposes of both reduction and recall provided they meet the requirements indicated in Section A, 2.

d. Seniority Lists – October 15 Timeline

The administration will furnish SELTA by October 15 of each year seniority lists of all teachers, showing each teacher's date of original employment, present teaching assignment, contractual status, and teaching fields for which the teacher has certificates/licenses on file.

2. RANKING CRITERIA FOR REDUCED STAFFING REQUIREMENTS AND BUMPING

The reduced staffing requirements in the teaching field affected will be filled in accordance with the ranking criteria set forth in Section A, 1, except that in the case of limited and continuing contract holders whose positions within a teaching field are eliminated by staff reduction, such teachers shall have the right to "bump" into other teaching fields, on a seniority basis, provided the teacher is currently certified/licensed to teach in the field.

All areas of certification or licensure must be on file in the personnel office by March 1 of each school year in order to qualify the teacher to bump for the next school year.

A teacher whose position within a teaching field is eliminated by staff reduction and who is eligible at the time of the reduction under the provisions of this Article as set forth above to "bump" into more than one other teaching field shall be required to "bump" into that field which results in the displacement of the teacher with the least seniority.

Teachers who are eligible to "bump" into another teaching field shall give written notification of either their intention to "bump" or to go on recall to the Superintendent or designee no later than five (5) school days prior to the Board meeting at which official action on nonrenewal/suspension of contracts is to be taken.

3. POSITIONS TO BE REDUCED

At least twenty (20) days prior to the Board meeting at which official action on nonrenewals and/or contract suspensions is to be taken, the Association President shall be provided with a list of all positions within each teaching field that are scheduled for reduction. This list shall also specify the building, subjects, and grade levels affected by the scheduled reduction.

4. PERSONS AFFECTED BY SCHEDULED REDUCTIONS; APPLICATION OF SENIORITY FOLLOWING THE TRANSFER AND REASSIGNMENT PROCESS

In order to maximize the benefit of seniority, transfers and/or reassignments shall be accomplished in a manner that results in the retention of the most senior staff possible.

When the position(s) to be eliminated to accomplish the RIF have been determined, the following will be the order of reducing the number of bargaining unit employees:

- a. Attrition: teachers leaving the employment of the Board due to resignation, retirement, or approved leaves of absence.
- b. Teachers with limited contracts in order of seniority who are certificated/licensed in the teaching field affected.
- c. Teachers with continuing contracts in order of seniority who are certificated/licensed in the teaching field affected.
- d. A suspended limited teaching contract will not be renewed beyond the teacher's period of recall rights.
- e. If the position of a teacher(s) in one "teaching field affected" is/are eliminated due to reduction in force, and the teacher(s) in that position is/are also certified/licensed in another teaching field or fields, the teacher(s) shall be moved to the seniority list of another area of his/her certification/licensure so that the outcome is that the least senior teacher(s) possible shall then be the teacher(s) whose contract is/are suspended.
- f. Examples:
 - 1. If a reduction of one position in the teaching field of language arts is scheduled and the least senior teacher teaching language arts has five years of seniority and also is properly certified/licensed to teach social studies, and there is currently a teacher teaching social studies with fewer than five years of service, the language arts teacher shall be permitted to "bump" the least senior teacher currently teaching social studies.
 - 2. If the least senior teacher teaching language arts has five years of service but is not certified or licensed in any other field, that teacher shall be the teacher laid off unless there is another language arts teacher with a social studies certificate or license, in which case that teacher will be transferred or reassigned to social studies, and the social studies teacher with fewer than five years of service shall be scheduled for reduction.
 - 3. If a transfer or reassignment of a language arts teacher is to be made in order to retain the least senior language arts teacher because that teacher has greater seniority than the least senior social studies teacher, the transfer or reassignment shall affect the least senior teacher in the language arts department with alternate certification/licensure in the teaching field of social studies.
 - 4. The social studies teacher with fewer than five years of service in 1. above shall "bump" the least senior teacher in any other teaching fields in which the teacher has alternate certification or license, etc.

The sequence of steps illustrated in the foregoing examples shall be the sequence of steps followed to achieve a reduction within each teaching field affected by the scheduled reduction.

- g. If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In that event, such teacher is not placed on the recall list. However, in the event a full-time position subsequently becomes available in that teacher's area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list. If the recall list contains a teacher more senior in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position.

5. MEETING TO DISCUSS SCHEDULE REDUCTIONS, TRANSFERS, AND REASSIGNMENTS

No less than ten (10) days prior to the Board meeting at which official action on nonrenewals and/or contract suspensions is to be taken, representatives of the Board and Representatives of SELTA shall meet to review the list of positions scheduled for reduction, the transfer and/or reassignments scheduled, and the persons to be reduced. The meeting shall be for the purpose of assuring that transfers and/or reassignments have affected the least senior teachers and the resulting persons scheduled for reduction are also the least senior teachers and that the most senior staff possible have been retained.

6. APRIL BOARD ACTION ON STAFF REDUCTIONS

The Board shall act on staff reductions before or during the month of April and reductions shall be effective as of the beginning of the next school contract year.

B. RECALL

1. PLACEMENT ON RECALL LIST AND RECALL RIGHTS

Individuals whose employment status is affected by staff reduction, and who cannot "bump" into another teaching field, shall be placed on the recall list. She/he will have the first opportunity to be placed in openings which occur, provided the teacher is certified/licensed for the position.

When a bargaining unit member is recalled into an opening after March 1, the administration may choose not to continue the position for the following year. The individual who was recalled will be returned to the recall list. In such cases, the notification requirements of Article XXII will not apply.

2. NOTICE OF RECALL AND TIME LIMIT FOR RESPONSE

Notice of recall shall be hand delivered to the teacher or sent by certified mail to the last address provided by the teacher to the Superintendent or designee and shall specify the ten (10) calendar day time limit for the teacher's response, as indicated in Section C, 1a.

3. DURATION OF RECALL RIGHTS – LIMITED AND CONTINUING CONTRACT TEACHERS

Limited contract holders shall remain eligible for recall for a period equal to their seniority or five (5) years, whichever is greater. Other limited contract holders shall remain eligible for a period equal to their seniority. Those on continuing contract shall remain eligible for an indefinite period except as otherwise provided in Section B, 4.

4. TERMINATION OF RECALL RIGHTS

Teachers shall remain eligible for recall unless:

- the time limit for right of recall has expired, or
- he/she resigns, or
- he/she fails to accept a position offered under this policy within ten (10) calendar days of receipt or attempted delivery of the notice of recall unless he/she is exercising a waiver right according to Section C, or
- the teacher does not confirm in writing his/her continued interest in recall within ten (10) calendar days of receipt of a request for confirmation of continuing interest in recall. Requests for confirmation of continued interest shall be sent on or about June 1 to all employees on the recall list. If the teacher does not confirm continued interest in recall within ten (10) calendar days, the Association President/designee shall be notified and, within ten (10) calendar days of such notification, the recall list shall be revised to exclude the non-confirming teacher, unless the teacher has otherwise responded indicating an interest in recall.

5. CONTRACT STATUS UPON RECALL, SALARY SCHEDULE CREDIT, SENIORITY ACCUMULATION DURING RECALL

Upon the return to service, the teacher shall resume the contract status previously held and shall be granted salary increments and other benefits provided by law or action of the Board. Experience credit for teaching in another district or chartered non-public Pre K – 12 school during the period of layoff will be granted provided the teacher teaches or is paid for one hundred and twenty (120) or more days during a school year. Otherwise, experience credit will not be granted for the period of layoff.

Seniority for suspended contract teachers shall continue to accumulate during any period of layoff for purposes of this Reduction in Force Article only. Such seniority shall accumulate during the layoff period at the level of service (e.g. full time, half time) performed by the teacher in the semester in which the layoff action is taken.

In the event a teacher in a full time position at the time of layoff accepts a recall to less than a full time position, she/he shall continue to accumulate full time seniority for layoff and recall purposes until recalled to a full time position.

6. ADDITIONAL TEACHING FIELDS – REQUIREMENT TO NOTIFY

A teacher who meets, or who intends to meet, the requirements for recall into teaching fields beyond those for which the teacher qualifies at the time of his/her reduction shall notify the Superintendent or designee of the additional teaching field(s) no later than the last week of school in June. Such teachers shall have the right to be recalled into the additional teaching field(s) based on his/her seniority upon presentation of appropriate proof of completion of the necessary courses. The appropriate proof must be presented to the Superintendent's or designee's Office prior to the opening of the school year which follows Board action on the proposed staff reduction.

C. VOLUNTARY WAIVER OF RIGHT TO RECALL

1. WAIVER RIGHTS FOR CERTAIN TEACHING FIELDS OR WHEN UNDER CONTRACT TO ANOTHER DISTRICT

A teacher shall have the option of waiving his/her right to recall into teaching field(s) for which he/she is or becomes eligible under Section A, 2. Such waiver shall be done annually no later than the last week of school in June and shall remain in effect for the following school year. Exercising this waiver right shall not extend the time limit for the teacher's right to recall. Regardless of the above, no teacher shall be able to waive recall into the teaching field(s) to which he/she was assigned at the time of the Board action on the proposed reduction with the following two (2) exceptions:

- a. A teacher who is under contract to another school district as provided herein and cannot obtain release from that contract may waive recall only for the school year in which the position is being offered.
 - If the teacher is a continuing contract teacher, the teacher shall retain his/her right to recall and shall be permitted to return to work with the Board at the beginning of the next school year following the notice of recall, providing he/she makes timely written notification to the Superintendent or designee. Timely written notification shall be sent within ten (10) calendar days following notice of recall. A job shall be available at the beginning of the next school year unless further reductions in force result in the suspension or nonrenewal of the teacher filling the position.
 - If the teacher is a limited contract teacher, the teacher shall retain his/her right to recall as provided in Section B, 3-4.
- b. A teacher who is substituting for a teacher who is scheduled to go on maternity or other extended leave may waive any opening that occurs prior to or during the leave of the teacher for whom the substitute service is being provided.

2. WAIVER RIGHTS FOR PART-TIME OR LESS THAN SCHOOL YEAR POSITIONS

A teacher shall be able to waive recall to a position which is part-time or to a position which is scheduled for less than a full school contract year.

3. WRITTEN WAIVER REQUIREMENTS

A waiver of a right to recall shall be in writing, signed by the teacher, and shall indicate the position and school year which are the subject of the waiver.

4. SUBSTITUTE WORK WHILE ON RECALL

Teachers on the recall list shall be asked to perform substitute work if the teacher so requests in writing.

5. DEFINITION OF OPENING - RECALL

For purposes of recall an opening shall occur whenever a teacher dies, resigns, retires, is terminated, is nonrenewed, takes a leave of absence which may reasonably be expected to exceed twenty (20) days, or whenever a new bargaining unit position is created, provided that the Board shall not be obligated to fill an opening if the position is eliminated. The Association shall be notified when a position is eliminated.

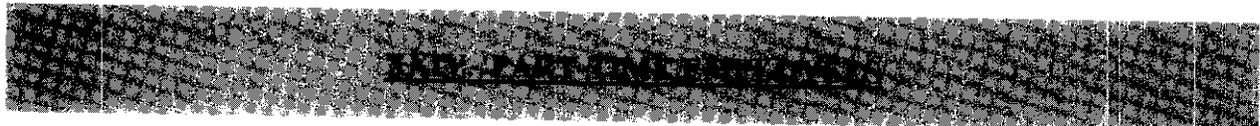
D. LIMITATIONS

1. APPLICATION TO SUSPENSION OF REGULAR, NOT SUPPLEMENTAL, CONTRACTS

This Article applies only to the suspension of limited and continuing contracts for the reasons set forth in Section A. Nothing in this Article shall be deemed to apply to the issue, renewal, nonrenewal, or termination of Supplemental Duty Contracts.

2. GRANDFATHERING OF NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not have a right to displace bargaining unit employees except for those non-bargaining unit employees identified in the seniority lists which were initialed by the spokespersons for the parties under date of May 16, 1984. Such employees shall retain their current seniority and continue to earn seniority so long as they are employed by the Board in an administrative or bargaining unit capacity.



A. PAY

Pay for teachers who are employed part-time shall be prorated according to the time worked.

B. BENEFITS

Benefits for part-time employees shall be in accordance with Article XXX, Section B.

C. CONTINUITY OF WORK SCHEDULE

Part-time employees shall have a schedule which is continuous in order to permit them to arrive subsequent to the normal beginning of the work day or leave prior to the normal end of the work day.

D. ADVANCEMENT TO GREATER EMPLOYMENT

Teachers who are regularly employed on a part-time basis shall be offered the opportunity to fill vacancies which provide greater employment in accordance with the seniority provision of Article XXIII.



A. INTRODUCTION

The professional staff of the South Euclid-Lyndhurst City Schools recognizes the need for continuous improvement in the quality of instruction. That improvement grows out of formal and informal educational activities undertaken by the professional staff and any bargaining unit member may participate in professional growth. Accordingly, the following plan has been devised to encourage professional growth and thereby to enhance the quality of instruction through the following means:

- By supplementing or providing alternatives to college courses as acceptable avenues of professional growth, and
- By providing ways to recognize and compensate professional growth.

B. PROFESSIONAL GROWTH ACTIVITIES

1. REIMBURSABLE ACTIVITIES

Upon approval of the Review Board, reimbursement for professional activities will be available to bargaining unit members for attending workshops or conferences and for tuition for college courses which are not covered under the Tuition Reimbursement Plan. Course work which is reimbursed through the Review Board cannot be applied for credit on the salary schedule.

2. CURRICULUM WRITING

Compensation for writing curriculum will be paid to bargaining unit members at the hourly rate of twenty five dollars (\$25) per hour. Effective with the 2011-12 school year,

compensation for writing curriculum will be paid to bargaining unit members at the hourly rate of thirty-three dollars (\$33) per hour and shall increase thereafter (effective with the 2012-13 school year) by the same percent and at the same time as any increase in the BA base salary.

3. VOLUNTARY DISTRICT-SPONSORED PROFESSIONAL DEVELOPMENT

Compensation for District sponsored Professional Development that is beyond the teacher work day shall be compensated at the rate of thirty dollars (\$30) per hour. Compensation for Saturday or summer District sponsored Professional Development shall be one hundred fifty dollars (\$150) per day for each six (6) hour day or seventy-five dollars (\$75) per half day for three (3) hours. Effective with the 2011-12 school year, compensation for District sponsored Professional Development that is beyond the teacher work day shall be compensated at the rate of thirty-three dollars (\$33) per hour and shall increase thereafter (effective with the 2012-13 school year) by the same percent and at the same time as any increase in the BA base salary.

Effective with the 2011-12 school year, compensation for Saturday or summer District sponsored Professional Development shall be one hundred sixty-five dollars (\$165) per day for each six (6) hour day or eighty-three (\$83) per half day for three (3) hours and shall increase thereafter (effective with the 2012-13 school year) by the same percent and at the same time as any increase in the BA base salary.

C. PROFESSIONAL DEVELOPMENT REVIEW BOARD – FUNCTION, SELECTION, AND FUNDING

The Professional Development Review Board's function is to receive, review, and determine the eligibility of professional growth activities under the professional growth plan, to report their findings as prescribed herein, and to administer the plans.

- Composition. Two (2) members of the administrative staff appointed by the Superintendent and three (3) members appointed by the Association President. The Association President will designate a chair.
- Compensation. Teacher members serving on the Professional Development Review Board will be paid two hundred dollars (\$200) per school year. The chair will be paid four hundred dollars (\$400) per year.
- Funding. Funding shall be ten thousand dollars (\$10,000) with no carryover in any year.

D. GUIDELINES FOR THE REVIEW BOARD

1. APPLICATION FOR PROFESSIONAL GROWTH COMPENSATION

A staff member must initiate application to the Review Board on forms provided for that purpose.

2. DETERMINATION

- a. Granting of compensated professional growth will occur within the dollars allocated in two (2) categories: Priority and Related.
- b. The dollar percentages and priorities within categories Priority and Related will be determined for each school year in the preceding spring. This will be done by a joint Administration/Association committee determining those areas most consistent with the district mission and upcoming district/building goals.
- c. The Review Board will follow these percentages and priorities in granting compensated professional growth within that school year.

3. REPORTING

- a. All official actions by the Review Board will be reported promptly in writing to the designated Central Office Administrator.
- b. Written notice of all action by the Review Board will be sent to the applicant, including the reason in case of refusal.
- c. The Review Board shall publish an annual report of professional growth activities.

E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE/LICENSURE RENEWAL

1. PURPOSE OF COMMITTEE (LPDC)

Pursuant to ORC 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a Local Professional Development Committee (LPDC) shall be established to review and approve Individual Professional Development Plans (IPDP) composed of course work and other professional development activities. LPDC and its individual members shall be responsible for complying with state law and regulations, including future amendments.

2. TERMS OF OFFICE OF COMMITTEE MEMBERS

The term of office for LPDC members shall be three (3) years, with initial terms staggered (one (1) year, two (2) years, and three (3) years) for teachers and administrators to provide continuity.

3. COMPOSITION OF COMMITTEE AND COMMITTEE DECISIONS

The LPDC shall have three (3) teacher members appointed by the Association President and three (3) administrators appointed by the Superintendent. Vacancies shall be filled in the same manner. Decisions of the LPDC shall be made in accordance with procedures established by the LPDC and shall follow state statutes and regulations now or hereafter adopted.

4. REQUIREMENT TO COMPLETE PROFESSIONAL DEVELOPMENT PLAN

The LPDC will be responsible for developing and implementing in-service programs for professional staff to explain the professional development plan process and the function of the LPDC. Each educator fulfilling the license renewal requirements is responsible for the design of an individual professional development plan, subject to the approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the school district.

5. COMPENSATION OF COMMITTEE MEMBERS

LPDC members shall receive an annual stipend paid twice each year in January and June in the annual total amount of five hundred dollars (\$500). Members of the committee shall be compensated at a rate of thirty dollars (\$30) per hour, not to exceed a total, for the entire committee, of five thousand dollars (\$5,000) per year, paid twice each year in January and June, for member attendance and participation in committee meetings which occur outside of the regular teacher workday.

Effective with the 2011-12 school year, LPDC members shall receive an annual stipend paid twice each year in January and June in the annual total amount of five hundred fifty dollars (\$550). Members of the committee shall be compensated at a rate of thirty-three dollars (\$33) per hour which shall increase thereafter (effective with the 2012-13 school year) by the same percent and at the same time as any increase in the BA base salary. The total for the entire committee shall not exceed five thousand five hundred dollars (\$5,500) per year. Payment is to be made twice each year in January and June, for members' attendance and participation in committee meetings which occur outside of the regular teacher workday.

6. DECISION APPEAL PROCESS

The LPDC shall be responsible for establishing an appeals process consistent with state guidelines for members of the bargaining unit.

7. COMMITTEE MEMBERS RELEASED TIME FOR REGIONAL/STATE TRAINING

LPDC members shall be granted release time to attend regional or state training programs not available outside the school day. Such training may constitute an "equivalent" activity for committee members' own professional development plans.

8. COLLABORATIVE ARRANGEMENTS WITH OTHER DISTRICTS

The LPDC may, at its discretion, enter into collaborative arrangements with other districts or educational service centers to complete the work of the LPDC. If additional Board funds are required, the Board must approve the expenditure of additional funds.

9. ORC 2744

LPDC membership and activities shall be deemed covered for purposes of ORC 2744.

10. ADMINISTRATIVE SUPPORT

Secretarial and filing support for LPDC shall be provided by the Administration.

F. VOLUNTARY DISTRICT SPONSORED PROFESSIONAL DEVELOPMENT

1. VOLUNTARY ATTENDANCE

Beyond the teacher work day, Saturday and summer professional development are voluntary activities. The eligible group is encouraged, but not required, by the Board to attend.

2. COSTS, COMPENSATION, AND GRADUATE CREDIT

The following will apply to employee attendance at all District sponsored voluntary professional development opportunities.

- a. Registration and associated costs and materials related to the professional development opportunity will be provided at Board expense.
- b. Professional development for graduate credit hours issued through an accredited college or university will be made available. Graduate credit hours will be included for salary schedule advancement. The amount of credit for each professional development opportunity and the location and date will be identified on the voluntary professional development announcement.
- c. Employees will receive a stipend of one hundred fifty dollars (\$150) per day for actual attendance at Saturday or summer professional development opportunities (no leaves of absence may be utilized, e.g., sick leave, personal leave, etc.) Employees will receive a thirty dollar (\$30) per hour stipend for actual attendance beyond the teacher work day for professional development opportunities.

Effective with the 2011-12 school year, employees will receive a stipend of one hundred sixty-five dollars (\$165) per day which shall increase thereafter (effective with the 2012-13 school year) by the same percent and at the same time as any increase in the BA base salary, for actual attendance at Saturday or summer professional development opportunities (no leaves of absence may be utilized, e.g., sick leave, personal leave, etc.). Employees will receive a thirty-three dollar (\$33) per hour stipend which shall increase thereafter (effective with the 2012-13 school year) by the same percent and at the same time as any increase in the BA base salary, for actual attendance beyond the teacher work day for professional development opportunities.

- d. Employees who wish to receive graduate credit shall have the option of Board payment of the tuition cost up to, but not to exceed, the amount of the stipend. If tuition cost exceeds the stipend, the employee must pay the difference. If tuition cost is less than the amount of the stipend, the difference will be paid by the Board to the employee (e.g., for a five (5) day program with a tuition cost of three hundred dollars (\$300), the employee may either be paid five hundred dollars (\$500), or have the tuition PAID and receive a stipend of two hundred dollars (\$200)). Stipends must be treated as any other wage payment and are therefore subject to retirement and all applicable taxes.
- e. Stipends/tuition cost is not available to an employee repeating a professional development course (e.g., an employee who took a “course level 1” cannot take “course level 1” again for the stipend or tuition, but may take “course level 2” or “course level 3”).
- f. Payment will be made within thirty (30) days of the end of the program, upon verification of attendance.

G. MASTER TEACHER COMMITTEE

A Master Teacher Committee of five persons, with three being teachers, will be appointed. The Board will appoint two members, and the Association will appoint three teachers. The Master Teacher Committee shall jointly establish its Plan of Operations. The operations procedures of the committee include, but are not limited to, time, location, and number of committee meetings.

The Association will determine the process for removing a teacher member from office if a vacancy occurs. The vacancy shall be filled by an Association member appointed by the Association.

Involvement in the activities of the Master Teacher Committee process shall have no adverse impact on a professional staff member’s employee evaluation.

The Board will provide on-going training for the Master Teacher Process.

Teacher members of the committee shall be compensated thirty dollars (\$30) per hour. Effective with the 2011-12 school year, Master Teacher Committee members shall be compensated at a rate of thirty-three (\$33) per hour which shall be increased by the same percent and at the same time as any increase in the BA base starting with the 2012-13 school year, not to exceed a total, for the entire committee, of five thousand five hundred dollars (\$5,500) per school year.



A. TUITION COST REIMBURSEMENT AND ELIGIBLE PROGRAMS

Full time teachers shall be eligible for reimbursement of one-half (½) the actual tuition for graduate work toward a Master's Degree, either a second Master's Degree or a doctorate in education or a field related to a teacher's area(s) of instruction, or toward additional educational certification/licensure such as in a subject area or counseling, psychology, or administration. In addition, intervention specialists who obtain highly qualified status in more than one core academic area, either voluntarily or at the request of the District, will be eligible for this tuition reimbursement benefit.

B. APPLICATION PROCEDURE AND PARAMETERS

1. GRADUATE STUDENT ADMISSION

The teacher must be accepted as a graduate student in an institution whose credits are recognized by the Ohio Department of Education.

2. SUBMISSION OF DEGREE-SEEKING PLAN

At the time of application for participation in the tuition reimbursement program, the teacher shall submit to the Superintendent or designee the plan which he/she intends to follow in pursuing a Master's Degree or additional educational certification and which must have received the prior approval of the institution the teacher will be attending. Such a plan must be accompanied by a listing of the institution's requirements relating to such a program.

Only overall programs, designed to contribute to a teacher's level of expertise in subject area knowledge or teaching strategies, or leading to additional education certification will be approved by the Superintendent or designee for reimbursement. Copies of all rejected programs will be sent to the Association President.

3. COURSE SUBMISSION REQUIREMENTS

The tuition reimbursement form must be submitted in triplicate for each course prior to enrollment in the course unless that specific course was approved as part of the overall program, in which case the form must be submitted prior to the completion of the course.

4. APPROVAL/REJECTION PROCESS

Tuition reimbursement forms are to be submitted to the Superintendent or designee. The Superintendent or designee may request a conference before rendering a decision. If the request is approved, one copy will be returned to the applicant following formal approval by the Superintendent or designee. If the request is rejected, the Superintendent or designee shall specify the reason(s) for the rejection on the form.

C. PAYMENT AND REIMBURSEMENT

1. PREPAYMENT

The applicant pays the tuition charge for the approved course work.

2. REIMBURSEMENT PROCEDURE

Upon completion of the approved course(s), the final grade report (or photostatic copy) along with the tuition receipts is to be presented to the Superintendent or designee for approval before payment is authorized.

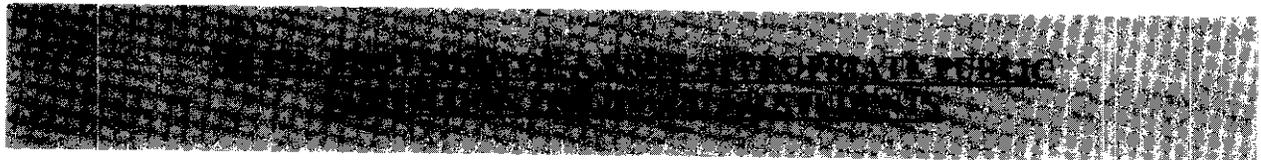
- a. The grade(s) earned must be acceptable for credit toward the Master's Degree/educational certification at the particular university.
- b. Costs other than tuition, such as matriculation fees, activity fees, supplies, etc., will not be recognized for the one-half (½) reimbursement payment.

3. TIMELINE FOR REIMBURSEMENT

Normally the reimbursement payment will be made at the end of the month following the Superintendent's or designee's authorization as indicated in Section C, 2a-b.

4. REPAYMENT OBLIGATION

A teacher who leaves the District as a result of the teacher's own volition without completing two (2) full years of service following any school year in which s/he received tuition reimbursement shall be required to repay such amounts for the last school year in which courses were taken upon separation from the District. In the absence of other arrangements, the Treasurer is authorized to withhold such amounts from such teacher's final pay(s), providing notice is first given both to the teacher and the SELTA President. For purposes of this provision, a year of service shall consist of a minimum of one hundred and twenty (120) days of actual teaching service and excludes time spent on leaves of absence.



A. PROVISION OF A FREE APPROPRIATE PUBLIC EDUCATION

SELTA and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under the IDEA and/or Section 504. The parties further recognize that federal and state statutes and regulations require that disabled students get educated "to the maximum extent appropriate" with children who are not handicapped by providing a special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties

acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

B. CONSIDERATIONS FOR THE CONTINUUM OF EDUCATIONAL OPTIONS

Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact of these obligations and options in the regular education classroom setting, the following factors will be considered:

- The education benefits, both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
- The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (i.e. unreasonable classroom disruptions or diversion of instructional time despite appropriate supplemental aids or services); and
- The cost of necessary supplementary services.

C. IEP PLAN PROCESS AND COPIES

Any teacher involved in educating a student who is being served under an IEP or 504 plan will be given a copy of that plan by the building principal when that plan is available and afforded an opportunity to provide input and feedback in the development, implementation or revision of that plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss questions and concerns related to Section B or seek revisions or interventions. At the elementary level, if it is anticipated that a regular classroom teacher will have significant responsibility for implementing the educational program of the student, and if that subsequent year teacher has been identified, she/he will be invited to attend and participate in the IEP meeting. At the secondary level, where it is anticipated that the student will receive a major portion of her/his educational program at a regular classroom setting, the IEP team chairperson shall be responsible for acquiring a working knowledge of the regular education classroom curriculum and shall provide the regular education classroom teacher with support and assistance on developing and implementing appropriate curricular adaptations.

D. DISTRICT PROACTIVITY

Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be pro-active in:

1. RESOURCE EXPLORATION FOR SUPPORT AND ASSISTANCE

Exploring resources that will support and assist the affected teachers in providing education in the least restrictive environment;

2. IN-SERVICE TRAINING FOR LEGAL AND EDUCATIONAL NEEDS

Providing in-service training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;

3. MODELS OF INCLUSIVE PROGRAMS

Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

4. SUPPLEMENTARY AIDS AND SERVICES/MEDICAL AND CUSTODIAL SERVICES

Providing the individualized supplementary aids and services, including personnel, as determined necessary by the IEP/504 plan to provide instruction, medical procedures, or custodial care in the regular education environment. Other than in emergency circumstances, teachers, other than those assigned to an MH unit, shall not be required or requested to perform or provide medical procedures, to dispense medication or to provide custodial care. Custodial care includes such tasks as changing diapers, cleaning feeding tubes, catheterization, and lifting.

E. COMPOSITION OF IEP AND 504 TEAMS/COMPENSATION FOR HOURS OUTSIDE THE WORKDAY

The composition of IEP and/or 504 teams shall be consistent with state and federal law. IEP/504 meetings or staffing will be held at a mutually agreeable time. In the event that teacher members of an IEP Team must meet outside the hours of the workday to accommodate a parent or for other reasons, teachers who participate shall be compensated at the rate of twenty-five dollars (\$25.00) per hour.

Effective with the 2011-12 school year, teachers who participate shall be compensated at the rate of thirty-three dollars (\$33) per hour which shall increase thereafter (effective with the 2012-13 school year) by the same percent and at the same time as any increase in the BA base salary.

F. INTERVENTION SPECIALISTS RELEASED TIME

Intervention specialists (salaried and hourly), exclusive of tutors or related services personnel, will receive an amount equal to two (2) days released time within the building for drafting of IEPs. Intervention specialists, hourly and salary, shall be provided released time (as has been the practice) to conduct IEP conferences. Additional time needed for the writing of IEPs, beyond the designated days of release time, may be granted only with the approval of the building principal and the Director of Pupil Services.

G. RECONVENING OF IEP TEAM

Any member of the IEP team may request a reconvening of the IEP team. IEP team members are expected to engage in a discussion of matters relating to a student's IEP without retribution or criticism, providing such discussion is respectful of all stakeholders in the process.

H. CONSISTENCY WITH FEDERAL AND STATE LAWS/NON-GRIEVABILITY

Nothing in this article should be considered in a manner inconsistent with federal or state laws governing the education of disabled students.

The following issues are not grievable:

- A student's eligibility for special education or accommodations under the IDEA or Section 504.
- The contents or appropriateness of a student's IEP/504 plan.
- A student's placement.

I. COMPOSITION AND PURPOSE OF SPECIAL EDUCATION SUBCOMMITTEE

A Special Education Subcommittee of the Pupil Services Committee shall be comprised of four (4) members appointed by the Association President/designee and four (4) members appointed by the Superintendent/designee. The purpose of the Committee shall be to assist in the development and implementation of protocols and procedures for the effective and consistent delivery of special education services within the South Euclid-Lyndhurst City School District. The committee shall examine current practices and make recommendations designed to improve educational services and programming for all students in a manner consistent with fulfilling the Board's obligations under state and federal laws governing education of the disabled, including the duty to provide a free appropriate public education in the least restrictive environment. The committee shall respond to concerns or issues submitted by teachers, administrators, and/or the District Leadership Team or any Building Problem Solving Committees. Release time will be provided for SELTA members when necessary. The Director of Pupil Services shall establish the meeting schedule which shall generally be held once per month. The schedule shall be sent to the Association President.

J. TRAINING FOR EMPLOYEES PARTICIPATING IN THE PREPARATION AND IMPLEMENTATION OF IEPs

Training shall be offered to all employees who may be expected to participate in the preparation and implementation of IEPs or who provide services to IEP students. Training shall be offered on one (1) of the four (4) existing Teacher Workdays. Training shall include legal requirements, parental involvement requirements, information about available resources, timelines, student testing procedures, student discipline, etc.



A. PAYROLL SCHEDULE

Teachers shall be paid their base contractual salary in twenty-six (26) equal payments, provided that no more than twenty-six (26) equal payments shall be made in any fiscal year (July 1 - June 30). When circumstances arise that might require a change in pay schedules, the Board and SELTA will meet to determine an appropriate resolution. Annually, written notice of pay dates for that school year will be distributed with the first pay check of that school year.

B. ELECTRONIC TRANSFER

The Board shall offer Automated Clearing House (ACH) direct deposit of payroll for teachers who complete the required ACH authorization form. Said ACH direct deposit will remain in effect until the teacher cancels the authorization by written notification to the Treasurer.

In accordance with ACH requirements, a pre-notification test will occur prior to the live transaction.

C. PAYROLL DEDUCTIONS

Payroll deductions shall include those mandated by law and those resulting from a teacher's authorized participation in benefits negotiated as part of this Agreement.

Additional payroll deductions may be allowed at the discretion of the Board. The Treasurer shall be responsible for the establishment of all forms and procedures which in the Treasurer's opinion are necessary for the implementation of any of the above payroll deductions.

D. SUMMER PAY ADVANCE

A teacher shall have the right to receive, no later than the last regularly scheduled pay date in June, any salary due the teacher during the summer recess. The teacher must request this advance payment in writing by February 1 of each year. If more than ten percent (10%) of the teachers in the bargaining unit submit timely request for an advance of summer pay, the Board may limit the participants to ten percent (10%) of the bargaining unit, in which case preference shall be given on the basis of seniority in the bargaining unit. Teachers who received summer pay advance and who reapply in the next school year shall not be considered for the summer pay advance until those who did not receive summer pay advance in the preceding year are processed. Thereafter, requests for summer pay advance shall be processed in accordance with preference on the basis of seniority in the bargaining unit.

E. S.T.R.S. PICK-UP

The Board will assume and pay contributions to the State Teachers Retirement System upon behalf of the teachers in the bargaining unit in accordance with the following:

- The amount to be picked up and paid on behalf of each teacher shall be the required employee contributions to the State Teachers Retirement System of Ohio. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board. For purposes of federal and state income tax, the Board shall report the teacher's gross income less the pick-up. For purposes of municipal income tax, the Board shall report the teacher's gross income.
- The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- The pick-up shall become effective with the first payroll period following September 1, 1984 and shall apply to all compensation earned thereafter including supplemental earnings.

Severance pay, supplemental salaries and index, and similar matters shall be based upon the published salary schedule, as contained in Appendix A of the Agreement.

F. PAYROLL INFORMATION Requirement to Provide

With the first payroll in January, each teacher will be provided with a report showing the preceding calendar year-to-date figures for gross pay, all deductions, and net pay.

G. IRC SECTION 125 PLAN – PREMIUM PASS THROUGH, HEALTH CARE, DEPENDENT CARE

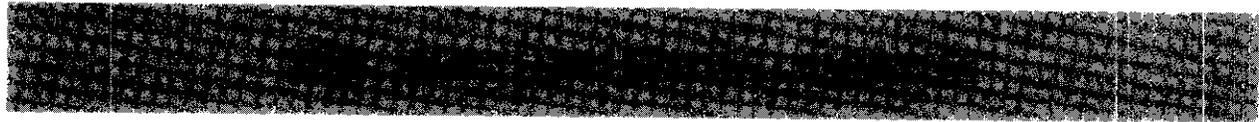
The Board will maintain the IRC Section 125 Plan for interested bargaining unit members and provide a premium pass through account, a health care account, and a dependant care account.

- Monthly administrative fees shall be paid by the Plan participants.
- Mutual Health Services Co. shall be the Plan coordinator unless and until the parties agree to initiate a change.
- The Plan shall conform to IRC 125 requirements.
- The health care and dependant care accounts shall be limited to five thousand dollars (\$5,000.00) each.

- New hires shall be eligible to participate for the balance of a Plan year in the year of employment providing they enroll within thirty (30) days of initial eligibility for fringe benefits.
- All other employees who have not previously enrolled in the Plan must wait to enroll effective with the commencement of the ensuing Plan year (i.e., January 1).
- Administrative issues relating to the operation of the Plan shall be resolved through designees of the Superintendent and Association President.
- All payments in lieu of health insurance coverage will be processed through the IRC 125 Plan.

H. TAX SHELTERED ANNUITIES

Providing there is adequate interest, employees may elect to purchase tax sheltered annuities through payroll deduction. Companies who wish to enroll employees must have at least five (5) teachers participating in their program before payroll deduction will be granted. Enrollment and changes may be made only during the months of September and January. Teachers may terminate an annuity program at any time.



The Board recognizes that high stakes testing creates time demands associated with the preparation, administration, scoring, data collection and storage relative to these examinations, and further, that such testing is an important component of the teaching-learning cycle (assessment for learning – assessment of learning). For purposes of this Article and in line with requirements, “high stakes” testing refers to state mandated assessments including diagnostic, readiness (KRA-L), new enrollee testing (required in any “diagnostic test” grade level) and practice achievement (including the OGT), and other new enrollee testing (beyond the “diagnostic test” grade levels). The Board further agrees to continuously review high stakes testing and related practice testing processes, with all stakeholders, to facilitate an effective and practical means of accomplishing this important task.

To further facilitate these objectives, one (1) High Stakes Testing Committee (HSTC) for grades K-8 and one (1) HSTC for grades 9-12 shall be established. Each HSTC will be comprised of up to six (6) members selected by the SELTA President and up to six (6) administrators appointed by the Superintendent shall be established. The HSTCs will meet to address issues relative to the preparation, administration, scoring, data collection and storage of these tests and will meet no later than May 31st in advance of each upcoming school year. The issues to be discussed by the HSTC shall include, but are not limited to, the following:

1. Review the Ohio testing calendar to assist in the development of a District testing calendar.

2. Make recommendations on protocol for the administration, scoring, data collection and storage of the tests in alignment with state standards.

3. Define appropriate time parameters for scoring of tests.

Despite the evolving nature of the current high stakes testing environment, and pending further input from the HSTC, the Board acknowledges the current viability of the following basic principles:

1. In the event that a high stakes test requires individual or small group administration, classroom coverage will be provided to release the teacher to administer and score said test.

2. For a whole class high stakes assessment, teachers will administer the test. If teachers are required to score the test beyond the teacher contractual work day, they will be compensated at thirty dollars (\$30) per hour. Effective with the 2011-12 school year, teachers who participate shall be compensated at the rate of thirty-three (\$33) per hour which shall increase thereafter (effective with the 2012-13 school year) by the same percent increase in the BA base salary. If teachers are required to score the test within the teacher contractual work day, classroom coverage will be provided to release the teacher to score the test.

Time for scoring high stakes diagnostic assessment tests is established as follows:

| | |
|--------------|----------------------|
| Kindergarten | 7 minutes per child |
| Grade 1 | 12 minutes per child |
| Grade 2 | 30 minutes per child |
| Grade 3 | 15 minutes per child |

These times are based on the September 2006 testing requirements. A revision of the test(s) may necessitate a revision of the foregoing times for test scoring.

A. COMPENSATION

1. SALARY SCHEDULES

All teachers performing professional duties shall be paid according to the salary schedule(s) contained in this Agreement.

The following salary schedules are contained in the Appendix.

TEACHERS—Appendix A pages 104-106

NON-DEGREE TEACHERS—Appendix B pages 107-109

| | |
|--|---------------|
| SPECIALIST TERM AND RATIO —Appendix C | page 110 |
| ACTIVITY PROGRAM —Appendix D | pages 111-115 |
| EXTENDED DUTIES —Appendix E | pages 116-117 |
| SUMMER SCHOOL —Appendix F | page 118 |

All increases are effective as of the beginning of each school year, and all steps (years of experience) are increased proportionately according to the applicable index.

2. **PLACEMENT AND ADVANCEMENT – TEACHERS’ SALARY SCHEDULES**

a. **Placement – Years of Service**

In determining placement on the Teachers’ Salary Schedule, up to nine (9) years credit shall be granted on the following basis: (a) full credit for up to six (6) years of previous teaching experience in public or accredited non-public elementary or secondary schools, (b) half-credit for previous teaching experience beyond six (6) years, to be rounded up for a fractional year and (c) full credit for up to five (5) years of military service; the total credit for (a), (b) and (c) above shall not exceed nine (9) years. Vocational teachers shall receive credit for approved work experience on the same basis as previous teaching experience. Additional credit for previous teaching experience or approved work experience may be granted at the discretion of the Board.

b. **Advancement for Years of Service**

In order to receive experience credit on the salary schedule, a teacher must work or receive pay for one hundred and twenty (120) or more days during the school contract year. Teachers currently receiving partial year credit will continue to do so until the teacher reaches the maximum on the teachers’ salary schedule.

c. **Advancement for Academic Training**

Courses - All courses counted for advancement on the salary schedule shall be graduate courses from accredited colleges and universities (NCATE) or an equivalent accredited agency except that not more than six (6) semester hours may be taken in law, medicine, or other program designed to train the teacher for a different career.²

Effective Dates - The teacher shall be advanced to higher academic training level columns twice each year following completion of the requirements for the appropriate column. Salary adjustments shall begin with the first pay in September or the first pay in February. Transcripts affecting such salary changes must be filed with the

² Nothing herein shall be deemed to remove salary schedule credit hours from any teacher who has previously been granted credit for hours in areas not meeting the above criteria.

Department of Human Resources by September 1 or February 1. Written verification may be submitted to temporarily act as a transcript. The official transcript must be received by September 30 or the last day of February. Upon the presentation of verifiable proof that a transcript has been ordered (*i.e.*, stamped request form, receipt for payment, *etc.*), the time for receipt of the official transcript can be extended until October 15 or March 15, whichever applies, but no later.

All hours shall be calculated in semester hours.

d. Master's Degree Equivalency

A staff member who has completed forty-two (42) semester hours of approved graduate credit in his/her teaching field but has not yet earned a Master's Degree will be paid according to Column E. However, no progression beyond Column E on the Teacher's Salary Schedule will be possible until the Master's Degree is actually awarded. Teachers shall give written notification of their eligibility under this provision to the Superintendent or designee by September 1 or February 1 to qualify for such remuneration. This provision shall not apply to teachers hired on or after July 1, 1998.

e. Doctorate

The Doctorate will be compensated at five percent (5%) over the Master's + 60 column. Salary adjustments shall begin with the first pay in September or the first pay in February.

f. National Board Certification

Teachers with National Board Certification will be compensated at five percent (5%) over the teacher's placement on the salary schedule. Salary adjustments shall begin with the first pay in September or the first pay in February.

3. TRADE AND INDUSTRIAL EDUCATION – SALARY SCHEDULE PLACEMENT

a. Non-Degree Salary Schedule Placement

Employees with less than the Bachelor's Degree and eligible for the two (2) year Provisional Vocational License shall be placed on the non-degree salary schedule (see Appendix B).

b. Bachelor's Degree Column Placement

Employees with less than the Bachelor's Degree and eligible for the Five (5) Year Professional Vocational License shall be placed on the teachers' salary schedule in the Bachelor's Degree column (see Appendix A).

c. **Special Provisions**

The following special provisions shall apply:

1. **Placement on BA+9 Column**

Completion of nine (9) semester hours of approved teacher work applicable to the first and second renewal of a five (5) year Professional Vocational License qualifies the instructor for training lane BA +9.

2. **Placement on BA+18 Column**

Completion of eighteen (18) semester hours of approved teacher work applicable to the first and second renewal of a five (5) year Professional Vocational License qualifies the instructor for training lane BA +18.

3. **Placement on BA+27 Column**

Completion of twenty-seven (27) semester hours of approved teacher work and attainment of a second renewal of a five (5) year Professional Vocational License qualifies the instructor for placement on the salary schedule for training lane B+27.

4. **Placement on Masters Column**

Following the second renewal of the Professional Vocational License and the attainment of a Bachelors Degree, teachers in a Trade and Industrial Program shall be placed at the Masters Step of the Salary Schedule.

4. **LONGEVITY**

a. **Payment Amounts – Years of Service**

Upon completion of sixteen (16) years of service, each teacher shall receive four percent (4.0%) of the MA base in addition to the teacher's other compensation. Upon completion of the seventeenth (17th) year of service, the longevity increment shall be increased to four and one half percent (4.5%) of the MA base. Upon completion of the twentieth (20th) year of service and each year thereafter, the amount shall be increased to five and one-quarter percent (5.25%) of the MA base. Upon completion of the twenty-fifth (25th) year of service and each year thereafter, the amount shall be increased to six percent (6%) of the MA base.

b. **Payment Date**

The longevity increment shall be paid on the last regular pay date in June of each year. If a teacher who qualifies for longevity pay does not complete the school contract year, the longevity pay shall be prorated based on the number of days actually worked and shall be paid in accordance with Article XXVIII.

5. SEVERANCE PAY

- a. Upon retirement, as hereinafter defined, teachers shall be entitled upon application, to be paid a sum equal to thirty percent (30%) of their total accumulated and unused sick leave at the time of their retirement up to a maximum of seventy (70) days. Such payment shall be based upon the employee's daily rate of pay as calculated pursuant to Article III, Section C, "Per Diem." The employee's eligibility will be determined as of his/her final date of employment in the school district. At the time of retirement, as defined below, the employee shall be provided a copy of the Severance Pay Application (see Appendix H). It shall be the employee's responsibility to complete the form and return it promptly to the Superintendent or designee.

Retirement shall be defined to mean resignation from Board employment in addition to either one of the following:

- Proof of eligibility for benefits under the State Teachers Retirement System.
- Ten (10) or more consecutive years of service in the employment of the South Euclid-Lyndhurst Board of Education and fifty-five (55) years of age.

Retirement shall also be defined to mean death, in which case payment shall be made in accordance with decedent's last will and testament.

Payment for sick leave under this policy shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made within sixty (60) days of the submission of the Severance Pay Application and proof of retirement as defined above. The severance pay for all employees eligible to receive severance pay (and any unused personal leave days credited pursuant to Article IX, Section B., of the 1998-2001 Collective Bargaining Agreement) shall be processed and paid directly on behalf of each eligible employee through the provisions of the Special Pay Plan (the Plan) to all employees identified in the Plan as part of the class to whom the Plan's provisions apply.

Any previous payment received by an individual under the terms of this policy shall make such individual ineligible for an additional payment under this policy.

6. RETIREMENT ANNOUNCEMENT INCENTIVE

A bargaining unit member who submits an irrevocable notice of resignation for retirement purposes on or before March 1, to take effect July 1, will be paid a one-time incentive of \$500. The incentive will be paid with the second pay in June. Retire/rehire participants under Section 7 below are not eligible for this incentive.

7. RETIRE/REHIRE RETIREMENT INCENTIVE

A teacher who submits a letter of resignation by March 1 of a school year in which the teacher is eligible for a normal retirement under STRS' retirement criteria* as follows, with a retirement date of either June 1st or July 1st of that school year (at the option of the teacher), shall have the option of being reemployed for the subsequent school year:

- *Age 55 – 25 or more years of recognized STRS service, or
- *Age 60 – 5 or more years of recognized STRS service, or
- *30 years of recognized STRS service.

Reemployment shall be for the next school year only and the teacher shall be reemployed on a one year limited contract of employment which shall automatically expire at the end of that year without the need for evaluations or further Board action. Salary schedule placement for the re-employed teacher shall be based on the teacher's years of recognized STRS service at the time of retirement according to the following:

30 years – all years of recognized salary schedule service

31 to 35 years – placement at Step 9 of the salary schedule

36 or more years – the option for re-employment ceases.

The reemployed teacher shall be a bargaining unit member and shall have all the rights and responsibilities of a bargaining unit member.

At the Board's discretion and upon the Superintendent's recommendation, the retired/rehired teacher may be offered subsequent one (1) year limited contracts, providing that reemployment of the retired/rehired teacher does not result in the loss of a non-retired/rehired bargaining unit position, beginning at Step 9 of the salary schedule recognizing the teacher's hours beyond their degree. Any such subsequent one (1) year contract(s) shall automatically expire at the end of the contract year without the need for evaluations or further Board action.

8. STUDENT ACHIEVEMENT AND INSTRUCTIONAL LEADERSHIP (SAIL)

A Committee made up of four (4) teachers appointed by the SELTA President (representing the K-3, 4-6, 7-8 and 9-12 grade levels) and four (4) administrators appointed by the Superintendent will develop a Student Achievement and Instructional Leadership Incentive Program. The specific criteria of the program will be developed by December 31, 2009, for implementation based upon student achievement on the 2010 Local Report Card, based upon the following guidelines:

Incentives will be provided to all based upon student performance on the OAT and OGT. Incentives will be provided at the grade level and core classroom teacher level based upon students meeting the AYP target passage rates, or in the case of a subject without an established AYP target passage rate, a 75% passage rate. The incentive will be based upon student passage rates in the following tested areas: Reading, Math,

Science, and Social Studies. Students will count as “passing” under the following criterion:

- The student is proficient or above in the subject area; or
- The student has “expected” growth in value added for the current year; or
- For grades 3, 9, and 10 where value added measures do not apply, an expected value added growth component will be determined based on district level assessments.

The amounts of the incentive shall be \$500 at the core staff member level and \$200 at the grade level.

A core staff member shall be defined as a language arts, math, social studies, science, intervention specialist, reading intervention or math lab teacher.

The core staff member incentive shall be determined by the following criterion:

- A language arts, math, social studies, science, intervention specialist, reading intervention, or Math Lab teacher in a tested subject area for his/her respective grade assignment will receive an incentive for his/her cohort of students passing their subject area(s).
- A language arts or math teacher for grades K-2 will receive an incentive if his/her students pass their subject area(s) in third grade.
- A language arts, reading, math, social studies, science or intervention specialist in grade 9 will receive an incentive if his/her students pass the test in 10th grade.
- A language arts, reading, math, social studies, science or intervention specialist in grades 11-12 will receive an incentive if his/her students still needing to pass the OGT pass the test in that school year.
- A social studies or science teacher in a non-tested grade will receive an incentive if his/her students pass their subject area in the next tested grade level (ex. a fourth grade science teacher will get an incentive based on his/her students’ fifth grade results)

The grade level incentive will be available for core staff members based on the following criterion:

- For grades K-3, the grade level incentive will be based on the third grade OAT.

- For grades 4-8, the grade level incentive will be based on the respective grade level OAT.
- For grades 9-12, the grade level incentive will be based on the OGT for the core staff member's department.

In the case that a staff member serves multiple grade levels:

- The core staff member incentive will be based on the combined cohort of students.
- The grade level incentive will be weighted by the percent of time that the staff member serves the specific grade level.

The SAIL will be funded by use of Federal Stimulus Funds.

B. FRINGE BENEFITS

1. BOARD PREMIUM PAYMENTS – FULL AND PART-TIME EMPLOYEES

The Board shall pay ninety-three percent (93.0%) of the healthcare premium for Super Med Select for full-time teachers, with the full-time teachers paying seven percent (7.0%) of the premium, to a maximum of forty-five dollars (\$45) per month for single coverage and a maximum of ninety dollars (\$90) per month for family coverage. Effective with the 2010-11 school year, the Board shall pay ninety-two and one-half percent (92.5%) of the premium and the teacher shall pay seven and one-half percent (7.5%) to a maximum of forty-five dollars (\$45) per month for single coverage and a maximum of ninety dollars (\$90) per month for family coverage.

Full time is defined, for purposes of insurance coverage, to mean a bargaining unit member who is employed for more than three-quarters (3/4ths) of the instructional day at the elementary level or more than one hundred eighty (180) minutes of instructional time at the secondary level. For bargaining unit members who work less than full time, the Board shall contribute toward the monthly premium amount as follows:

- | | |
|---|---|
| <p>½ instructional day (elementary) or 120 minutes a day (secondary)</p> | <p>- The Board shall pay one-half (½) of the premium amount paid for a full-time employee</p> |
| <p>More than ½ up to ¾ of instructional day (elementary) or 121-180 minutes/day (secondary)</p> | <p>- The Board shall pay three-quarters (¾) of the premium paid for a full-time employee</p> |

The monthly employee contribution amount will be deducted in two (2) equal payments, through a payroll deduction, half in the first pay of the month and half in the second pay

of the month. In the event a month has a third payroll, no deduction will be made for that payroll. Contributions may be passed through the IRC Section 125 Plan set forth in Article XXVIII, G.

2. COVERAGES AND ELIGIBILITY

Coverage shall be either single or family coverage at the option of the employee. All teachers who meet the above requirements shall be eligible for the following fringe benefits; however, where spouses are both district employees, only one (1) spouse will be eligible for coverage. The other spouse will be entitled to the waiver payments set forth in Paragraph 3 below.

The Board will provide, annually, on-site screening at no cost to the employee, provided a minimum of thirty (30) employees are screened. The screening will include cholesterol, blood pressure, and diabetes screening.

a. Prescription Drug Co-Pay

Prescription coverage is included in the medical plan and co-payments for prescription drug will be as follows:

| | |
|------------------------------|---------------------------|
| Mail Order (90-day supply) | \$20 generic / \$40 other |
| All other prescription drugs | \$10 generic / \$20 other |

b. Dental Care Insurance

Eligible teachers may elect dental care insurance coverage for themselves and their families. The Board is responsible for one hundred percent (100%) of the premium.

c. Vision Care Insurance

Eligible teachers may elect vision care insurance coverage for themselves and their families. The Board is responsible for one hundred percent (100%) of the premium. Benefits provided by the existing plan shall be upgraded to annual benefits.

d. Life Insurance

Term life insurance of Sixty Thousand Dollars (\$60,000) shall be provided by the Board of Education for all eligible teachers. An equivalent accidental death and dismemberment benefit also shall be included. This benefit shall be fully (100%) Board paid. Subject to the rules of the carrier, a teacher may purchase additional coverage at his/her own expense and at the Board rate.

3. WAIVER OF BENEFITS

Full and part time members of SELTA eligible for Board paid contributions toward hospital/surgical insurance coverage, who waive the right to primary coverage of one (1)

full year premium will receive a lump-sum payment on the first pay period following the completion of the premium year, per the schedule listed below:

Full time or part time waiving primary individual coverage
\$ 1,000.00 (prorated for part-time)

Full time or part time waiving primary individual and family
coverage
\$2,000.00 (prorated for part-time)

Upon verification that a minimum of fifty (50) members select to participate in the waiver of benefits, the payments will be increased to \$2,000 for individual coverage and \$4,000 for family coverage. At no time, regardless of the current number of waivers, shall the waiver be less than \$1,000.00 for waiver of single coverage or \$2,000.00 for waiver of family coverage (prorated for part-time).

4. POLICY DESCRIPTIONS

All eligible teachers shall receive a copy of the life insurance policy and plan descriptions for each of the insurance coverages provided as soon as practicable following employment or when an insurance coverage becomes effective, whichever is later.

5. CHANGE OF CARRIERS

The Board may change carrier(s) for any of the insurance programs contained in this Agreement provided that such coverage and services shall not be less than the coverage provided by the present carrier(s) as of the effective date of this Agreement. SELTA shall be notified thirty (30) calendar days in advance of any proposed change in carrier(s). In addition, the Insurance Cost Containment Committee shall be notified to convene if a change in carrier is being considered.

6. INSURANCE COST CONTAINMENT COMMITTEE

An Insurance Cost Containment Committee, composed of nine (9) members, three to be appointed by SELTA, three by OAPSE, Chapters 110 and 207, and three (3) to be appointed by the Administration, with the senior member of the Administration to be the chairperson, shall be formed. It shall be the function of the Committee to review the insurance program currently in existence in the District with a view to curbing health care costs through modification of existing policies or change in one (1) or more carriers or any other means as the Committee may determine. In so doing, the Committee will confer with insurance consultants to secure their best judgment in support of whatever program or programs may be designed.

Implementation of any recommendations shall be discussed between the representative of the parties to this contract with a view to affecting cost savings at the earliest date possible.

The Committee shall be assembled at the call of the Chair on an ongoing basis for the purpose of maintaining an overview of the insurance program.

7. TERMINATION OF BENEFITS UPON SEPARATION OF EMPLOYMENT

a. Payment of Benefit Options – Separation During School Year

Upon a bargaining unit member's separation from employment during the school year (voluntary or involuntary), the member shall have the option of (1) receiving all monies due not later than the second full pay period following conclusion of service or (2) continuing to receive his/her regular gross pay until all monies due are paid in full. Health insurance benefits will continue through the balance of the month in which the final pay is issued. Following termination of the group health insurance benefits, the employee or his/her dependents may be eligible for continued health insurance coverage under COBRA.

b. Payment of Benefit Options – Separation at End of School Year

If the bargaining unit member retires effective at the end of the school year or otherwise separates from employment (voluntary or involuntary) at the end of the school contract year, health insurance benefits will continue, at the employee's election, through the balance of the summer (August 31). Following termination of group health insurance benefits, the employee or his/her dependents may be eligible for continued health coverage under COBRA.



A. MILEAGE

1. RATE

Teachers shall be reimbursed for authorized job related travel at the IRS approved rate in effect at the time of the travel. This shall not include the teacher's daily trip to and from school to fulfill daily teaching duties.

2. PRIOR APPROVAL FOR TRIPS/NON-ROUTINE TRAVEL

Reimbursement at the above rate will be paid for trips or other non-routine travel for which mileage is to be paid. Such travel must have prior approval by the Superintendent/designee on the appropriate application for professional leave form. If the trip is being driven for a reason other than professional leave, a mileage approval form can be used. Forms shall be available in the school offices. In emergency situations, the prior-approval requirement may be waived.

B. CRIMINAL BACKGROUND CHECKS

The Board will set aside seven thousand dollars (\$7,000.00) per year to cover the cost for criminal background checks.

C. COACHING FEES AND SCOUTING MILEAGE

Coaches shall be reimbursed for the cost of fees or tuition associated with their activity for requirements promulgated by the Ohio High School Athletic Association or the Ohio Department of Education. The coach may apply through the Professional Growth Fund for fees and tuition, or may apply for direct reimbursement of fees and tuition through the Treasurer's Office. Mileage shall be approved at the IRS rate for scouting and will be calculated from Brush High School to the location of the scouting site.



A. NEW POSITIONS OR CHANGES IN DUTIES

1. REQUIREMENT TO NEGOTIATE/COMMENCEMENT OF ACTIVITY

No activity program or extended duty may be added to the salary schedule unless and until the compensation therefore has been determined by the Administration and the SELTA negotiating teams, except that it is understood an activity or duty may be commenced if the teacher expressly agrees that his/her compensation is to be effective from the date his/her activity or duty begins. If existing positions are altered, the change in compensation shall be negotiated.

2. SUPPLEMENTAL CONTRACTS/SUBSEQUENT ALTERATION IN DUTIES

Supplemental contracts shall be issued in advance of the commencement of the activity or duty, and, if an alteration in an existing position is made after the issuance of a limited contract, it shall not result in a decrease in pay until the first full school year following the time period covered by the limited contract.

3. RESOLUTION OF SALARY NEGOTIATIONS

If the Administration and the SELTA negotiating teams are unable to agree upon an appropriate salary, the matter may be processed through the grievance and arbitration procedure of the Agreement with a grievance being submitted at Level Three of the grievance procedure.

B. RIGHT TO ACCEPT OR REJECT ACTIVITY PROGRAM POSITIONS

The acceptance or rejection of activity program positions shall not be a consideration in the evaluation of teachers.

C. PRIORITY FOR MEMBERS OF BARGAINING UNIT

Consistent with the provisions of ORC 3313.53, no one from outside the recognized bargaining unit shall be hired for an activity program position unless, in the opinion of the Superintendent of Schools or his/her designee, there is no qualified and available candidate for the position within the bargaining unit.

Supplemental positions on Appendix D held by non-bargaining unit members will be posted annually unless the non-bargaining unit employee has held the position consecutively for more than one (1) full school contract year. In such a case, the non-bargaining unit employee need only indicate his/her interest in returning to the supplemental position before the end of the school contract year to preclude the Board's obligation to post the position.

D. EXPERIENCE CREDIT FOR ACTIVITY PROGRAM AND EXTENDED DUTIES POSITIONS

Upon the initial employment of a teacher in an activity program or extended duties position, credit may be given for the teacher's prior experience in that particular activity or duty. Once the teacher is placed on the schedule, he/she can only move a year for each year of experience in the activity or duty, and the teacher must move a year for each year of experience. A teacher who functioned in the position of assistant and is promoted to the head position shall be given credit on a year-for-year basis for actual experience rendered up to two (2) years as long as the experience is in the same activity or duty.

E. COMPENSATION FOR SUPPLEMENTAL DUTIES

1. SALARY SCHEDULES

The compensation for activity program and extended duties positions shall be in accordance with the salary schedules in Appendix D or E.

2. INABILITY TO COMPLETE DUTIES

Any teacher who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the pro rata portion of the contract for work completed. The remaining portion of the supplemental contract may be reissued with corresponding pro rated payment at the level of pay as determined by the individual filling such position.

F. CLUBS

1. PURPOSE

Student activity clubs formed upon student and teacher initiative increase student participation in school and are valuable and consistent with educational objectives.

2. CONTINUATION OR CREATION OF CLUBS

The continuation of existing clubs and the creation of new clubs will be governed by the following process:

a. Building Level Review Committee

Committees consisting of the building principal and two SELTA appointees shall be formed on an as needed basis in each building for the purpose of reviewing the continuation of clubs and/or the need for additional clubs.

b. Creation of New Clubs

New clubs may be created upon the initiative of any teacher provided they submit a proposal to the building principal stating the anticipated student interest, educational and/or recreational purposes of the club. To be further considered, the purpose must be consistent with the District's goals of providing opportunities for students to expand and enhance their mental and/or physical growth and development. Student participation in clubs shall be a minimum of ten (10) students; however, the Superintendent/designee may approve clubs of fewer students.

3. The compensation for club advisors contained in Appendix D. is premised upon the club meeting at least five (5) times per school year. In addition, the club will be expected to meet a minimum of 22.5 hours per school year plus supervised dismissal time. Any club that meets less than 22.5 hours will be compensated on a prorated basis. Clubs are to be scheduled before or after the school day. (The 22.5 hours is premised upon forty-five (45) minutes per week over thirty (30) weeks.)
4. Club advisors will submit the proposal form (See Appendix N) to the Building Level Review Committee. Prior to the payment of the supplemental (mid-school year and at the end of the assignment; at the end of assignment for partial year clubs) the club advisor will submit a form to the building principal reflecting the dates and times of meetings and the list of student participants.

c. Recommendation to Superintendent

Upon receipt of the proposal, the building principal will call a meeting of the committee, which will make a recommendation to the Superintendent. If the recommendation is rejected by the Superintendent, he/she will provide written reasons to the committee.

d. Discontinuation of Existing Clubs

Existing clubs shall continue unless the building principal or the teacher responsible for such club proposes to discontinue the club, at which point the committee will meet to discuss the matter. The committee will thereafter make a recommendation to the Superintendent. If the recommendation is rejected by the Superintendent, he/she will provide written reasons to the committee.

G. SUPPLEMENTAL DUTIES/PUPIL ACTIVITY PROGRAMS: RE-EMPLOYMENT

1. ANNUAL LIMITED CONTRACTS

Contracts for supplemental duties identified on Appendix C, D or E shall be annual limited contracts, which will expire at the end of the school contract year.

2. PREFERENCE FOR RE-EMPLOYMENT – DISCONTINUATION REQUIREMENTS

Preference for reemployment shall be given to employees holding supplemental contracts who wish to be reemployed in the same activity in the next school year. Such reemployment will occur, unless:

a. Documentation of Concerns

There is any documented concern(s) relating to the employee's performance and/or viability of the student activity program in question; and

b. Conference for Discussion of Documented Concerns

An appropriate administrator, prior to the end of the school contract year, or, in the case of a seasonal activities, within six (6) weeks of the end of the activity, initiates a conference with the employee to discuss the documented concern(s)/problem(s).

c. Non-Re-employment

If in the opinion of the appropriate administrator, the employee's performance or the viability of the student activity program has not been satisfactory, the employee will not be reemployed in the same activity for the next school year.

d. Contracts Held By Non-Bargaining Unit Members – Administrative Discretion

These provisions do not apply to non-bargaining unit members who hold supplemental positions on Appendix D. Such employees are subject to reemployment at the sole discretion of the administration.

e. Discontinuation of Activity Programs

Nothing herein shall be construed so as to prevent the Board from discontinuing any activity program (Appendix D).

**XXIII. DISTRICT LEADERSHIP TEAM AND
BUILDING PROBLEM-SOLVING COMMITTEES**

A. DISTRICT LEADERSHIP TEAM

1. ROLE

A District Leadership Team (DLT) shall be formed to attempt to resolve issues of concern which have District-wide implications or issues that have not been successfully resolved through the building problem-solving committee process, and which are brought before the Committee either by SELTA or the Administration/Board.

2. COMPOSITION OF TEAM

The DLT shall be composed of four (4) teachers selected by the Association President and four (4) administrators appointed by the Superintendent.

3. MEETING SCHEDULE

The DLT shall meet six (6) times during the school year. Teacher members shall be provided with released time for meetings. The meeting schedule shall be established by the Superintendent/designee in consultation with the Association President prior to the beginning of the school year. By agreement of the DLT, additional meetings may be scheduled.

4. STATEMENTS OF AGREEMENT

Accords reached through DLT discussion which require distribution outside of the DLT may be summarized in written statements of agreement by both the Association President and the Superintendent. The DLT may not alter or impact the terms and conditions set forth in this collective bargaining agreement.

B. BUILDING PROBLEM-SOLVING COMMITTEES

1. ROLE

A problem-solving committee shall be established in each building. The role of the problem-solving committee is to review building level issues of concern and reach consensus on possible action(s). Annually, or more often as needed, student discipline and lunch hour procedures should be reviewed through the building problem solving committee or by a subcommittee of same.

2. MEMBERSHIP ON COMMITTEES – SELECTION PROCESS-CHAIRPERSONS

Membership in the Problem Solving Committee shall minimally include the building administration and the SELTA building representative, in addition to the following number of SELTA members:

| | | |
|------------|-------------|------------------|
| Elementary | Grades K-3 | two (2) members |
| Greenview | Grades 4-6 | five (5) members |
| Memorial | Grades 7-8 | five (5) members |
| Brush | Grades 9-12 | five (5) members |

The faculty of each building will elect the representatives to the Problem Solving Committee by secret ballot prior to September 15 and the Committee shall meet monthly thereafter. At its first meeting in October, the Problem Solving Committee will elect a chairperson for the year by secret ballot. Neither the building principal nor the SELTA building representative may serve as chairperson.

3. MEETING SCHEDULE

The chairperson, in cooperation with the building principal, will schedule one (1) committee meeting per month. The agenda for meetings shall be developed by the chairperson and building principal, who will distribute the agenda to the other committee members at least twenty-four (24) hours prior to the meeting.

Additional meetings of the committee may be called if jointly approved by the chairperson and the building principal.

4. SUMMARIES OF MEETINGS

The chairperson shall designate a member of the team to serve as secretary at each session. This person shall be responsible for providing a summary of the meeting to the building principal prior to the principal's final preparation of the minutes for general staff distribution, which will be within five (5) days of the committee meeting.

5. ANNUAL TRAINING FOR PROBLEM SOLVING COMMITTEES

A District wide training session will be conducted annually for all problem solving committees. Such training sessions may include a discussion of:

- a. Expectations of problem-solving committees;
- b. The scope of the authority of problem solving committees;
- c. Resources available to problem solving committees;
- d. Training in problem solving methodology.



A. ENTRY YEAR PROGRAM

1. MENTORING

In accordance with the 1998 Teacher Education and Licensure Standards, and accompanying rules and guidelines, the Entry Year Program is to provide a formal program of support, including mentoring to successfully transition beginning teachers into the classroom and to enhance their teaching skills through formative assistance.

2. ASSESSMENT

The new licensure standards also require entry year teachers to pass performance-based assessments to qualify for a five (5) year professional license. The entry year Praxis assessment, which is administered under authority of the State Board of Education, shall be used exclusively for licensure determination and shall not replace negotiated teacher appraisal procedures, as per Article XVI.

B. ENTRY YEAR TEACHER

1. REQUIREMENT TO COMPLETE

Each newly hired full time classroom teacher who is in the first year of a two (2) year provisional license shall be considered an Entry Year Teacher, or mentee, and shall be assigned to a mentor for one (1) full year. Entry year teachers are required to participate in, and successfully complete, the Entry Year Program requirements established by the Ohio Department of Education and South Euclid-Lyndhurst City Schools.

2. REQUIREMENT TO REPEAT

In the event an entry year teacher is satisfactorily evaluated by the district but does not pass the Praxis assessment, the teacher shall be required to participate in the Entry Year Program a second time.

C. MENTORS

1. RESPONSIBILITIES – ENTRY YEAR PROGRAM HANDBOOK

A mentor is an experienced teacher who provides professional support to an entry year teacher through peer coaching and observation. Responsibilities of a mentor are specified in the district Entry Year Program Handbook.

2. SELECTION AND ASSIGNMENT

Teachers meeting eligibility requirements who are interested in becoming a mentor shall submit an application to the Director of Human Resources by April 15. Selection of mentors for the district mentor pool will be made by the Entry Year Program Committee. Assignment of mentors selected by the committee to entry year teachers shall be made by the Superintendent/designee based upon criteria which may include subject area, accessibility, and professional compatibility. Whenever possible, mentors will be assigned to mentees in the same building and, at the secondary level, to the same subject area.

3. TRAINING

Teachers selected and assigned to be mentors for the first time shall be provided release time for training in Pathwise, Peer Coaching and/or other areas of mentoring identified by the Entry Year Program Committee, in accordance with 1998 Teacher Education and Licensure Standards.

4. CONFIDENTIALITY – MENTOR/MENTEE RELATIONSHIP

Mentors shall not participate in the evaluation program outlined in Article XVI, nor shall they discuss or report the performance of the entry year teacher to an administrator, or other assessor. However, appropriate communication about planned and completed activities in the mentor/mentee relationship shall be shared with the administrator.

5. RELEASED TIME

Mentors shall be provided a minimum of two (2), one half (1/2) days of released time per year, or the equivalent of time to perform Pathwise observations and conferencing.

6. COMPENSATION

Mentors assigned to an entry year teacher shall be compensated in accordance with Appendix D.

7. RETRAINING OF UNASSIGNED MENTORS

Teachers previously trained as mentors, who are not presently assigned as a mentor, shall be provided release time for retraining and to conduct one Pathwise observation and conference per year.

D. LEAD MENTOR

The district lead mentor is both an experienced teacher and mentor who helps coordinate the Entry Year Program. The lead mentor shall be appointed by the Superintendent and shall be compensated in accordance with Appendix D.

E. PRAXIS

Any teacher who has been authorized by the Ohio Department of Education to conduct Praxis evaluations of teachers in other school districts shall be provided the necessary released time without any diminution of employment benefits or compensation.

F. ENTRY YEAR PROGRAM COMMITTEE

1. COMPOSITION OF COMMITTEE

The Entry year Program Committee shall be comprised of nine (9) members, four (4) mentors currently under supplemental contract selected by the Association President, four (4) administrators selected by the Superintendent (including the Executive Director of Instruction and the Director of Human Resources,) and the district lead mentor.

2. DUTIES

a. Application and Selection for Mentor Pool

The committee shall review applications and select teachers for the district mentor pool by May 15.

b. Annual Review of Entry Year Program

The committee shall review annually the Entry year Program and provide a written report with recommendations to the Superintendent and Association by May 15.



A. DEFINITION

Job sharing refers to a voluntary option available for two (2) teachers to share one (1) full-time position for one (1) full school year subject to the prior approval of the Superintendent/designee.

B. REQUIREMENTS

1. SUBMISSION PROCESS – MARCH 1 TIMELINE

To be considered for job sharing, the interested bargaining unit members with at least three (3) years of service in the District must submit a written proposal (Appendix L) detailing how the proposed arrangement will work. This detailed proposal should be filed with the Director of Human Resources by March 1st of the school year preceding the year of the proposed job share and shall detail how they will share the full-time equivalent performance responsibilities including attendance and participation in staff meetings, in-service and training opportunities, team meetings, IEP meetings, etc.

Proposals submitted by March 1st have the greatest chance of being approved and shall receive a written approval or rejection within fifteen (15) days. Proposals submitted after March 1st may be considered if they are operationally efficient.

2. CERTIFICATION/LICENSURE REQUIREMENTS

Each job sharing participant must be properly certificated/licensed for the position shared at the time of the submission of the proposal.

3. MUTUAL ATTENDANCE REQUIREMENTS

Each job share participant will be present for all open houses and evening conferences, in addition to all teacher work days, professional growth days.

4. ADMINISTRATIVE DISCRETION AND RESUBMISSION REQUIREMENT

Nothing in this provision shall be construed so as to create an expectation that job sharing proposals will be approved by the Superintendent/designee or that an approved job sharing arrangement will be continued beyond one (1) year. Job sharing participants wishing to obtain a continuation of a job sharing arrangement must re-apply in accordance with this provision.

5. SUBSTITUTION FOR ABSENT JOB SHARE PARTICIPANT

In order to maximize the continuity of the educational program of students, each participating bargaining unit member shall, with advance notice, substitute for his/her partner and shall be paid half (1/2) of the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.

C. TERMS AND CONDITIONS OF EMPLOYMENT SPECIFIC TO SHARED POSITIONS

1. SALARY SCHEDULE STEP ADVANCEMENT

Teachers who share a position shall receive salary schedule step advancement providing the teacher works or is paid for one hundred and twenty (120) days or more during the school year.

2. YEARS OF SERVICE – CONTINUING CONTRACT ELIGIBILITY

Years spent in a job sharing arrangement shall qualify for eligibility for continuing contract status.

3. PRORATION OF SALARIES AND BENEFITS

Salaries of teachers sharing a job shall be prorated based upon the percentage of the job each teacher is performing and the proration shall be applied to each teacher's placement

on the salary schedule. The two (2) proration percentages must total one hundred percent (100%). The Board's obligation for fringe benefits shall be limited to:

- (1) An equal split of the family waiver of benefits to both parties; or
- (2) Equal sharing of the full medical plan (hospitalization/prescription, dental, and vision) at a cost of 50% of the full premium payments for each party; or
- (3) One party declining the medical plan, allowing the other party the full benefit of the plan with that party paying the regular monthly premium share. In such case the party declining the medical plan will not be entitled to a payment for waiver of the medical coverage; or
- (4) Splitting the components of the medical plan among the parties (i.e. one party takes the hospitalization/prescription, the other dental and vision) with the parties to split the normal monthly premium share for family coverage.

This proration arrangement shall be reflected in Appendix M.

4. PRORATION OF SENIORITY, SICK LEAVE, PERSONAL LEAVE

Sick leave accumulation and use and personal leave accumulation and use shall be prorated based upon each teacher's proration. Seniority accumulation shall also be based upon each teacher's proration.

5. REASSIGNMENT UPON COMPLETION OF JOB SHARE ARRANGEMENT

At the conclusion of any job sharing arrangement, the bargaining unit member who originally held the position now being shared, will be re-assigned to that position. The remaining member will be returned to a full time position for which he/she is certificated/licensed.

D. DEVIATIONS

Any deviations from the foregoing job sharing specifics may be made only with the express concurrence of the Association President and the Director of Human Resources.

E. BENEFIT COORDINATION

With respect to the payment for fringe benefits, job sharing terms and conditions of employment specified in Section C, 3 shall take precedence over Article XXX, Section B.



A. DAY TO DAY SUBSTITUTES

Day to day substitutes shall not be bargaining unit members. For known absences of ten (10) days or more, teachers may indicate a preference for a particular substitute which the administration shall consider in choosing a substitute.

B. PERMANENT SUBSTITUTES

Permanent substitutes are defined as employees whose job duties are to substitute for absent teachers and whose assignment is subject to change based upon absences in the bargaining unit. Permanent substitutes shall receive written annual regular teaching contracts of employment. Compensation for permanent substitutes shall be at their placement on the salary schedule. Permanent substitutes shall have all the rights and obligations of the collective bargaining agreement except as otherwise provided in this Article.

1. EMPLOYMENT, DISMISSAL, WAIVERS

The employment of permanent substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article XVII Non-Renewal nor the provisions of ORC 3319.11, shall apply to permanent substitutes. During the first sixty (60) days of employment as a permanent substitute, and providing a classroom observation of at least thirty (30) minutes is completed, a permanent substitute may be dismissed without cause upon written notice from and a conference, if requested, with the Director of Human Resources to discuss the reasons for the dismissal, at which time a SELTA representative may be present. The sufficiency of the reason(s) for the dismissal shall not be subject to appeal and only compliance with the observation, notice and conference (if requested) is required.

2. SALARY SCHEDULE STEP CREDIT

A permanent substitute shall be granted a year of service credit only if employed for a minimum of one hundred and twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one (1) school year.

3. WAIVER OF RIF REQUIREMENTS – CODE AND CBA

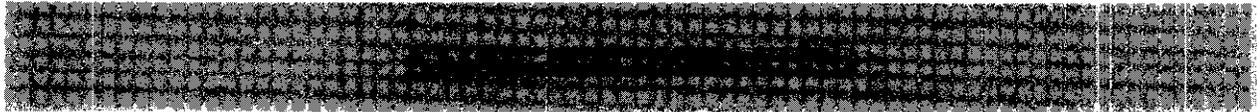
Neither the provisions of Article XXIII Reduction in Force, nor the provisions of ORC 3319.17, shall apply to permanent substitutes.

4. WAIVER OF NON-RENEWAL REQUIREMENTS – CODE AND CBA

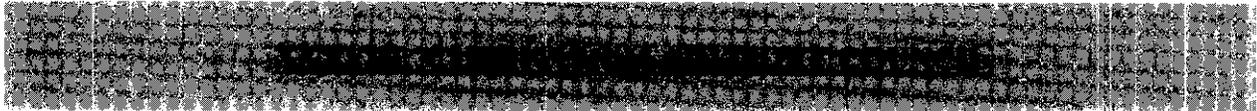
Neither the provisions of Article XVI Evaluation nor the provisions of ORC 3319.111, shall apply to permanent substitutes.

5. EMPLOYMENT IN REGULAR TEACHING ASSIGNMENTS

Interested permanent substitutes who have been employed by the Board for more than two (2) consecutive years will be given first consideration before considering the candidacy of outside applicants for open positions for which they are certified/licensed to teach. Upon completion of their second year of service, a permanent substitute shall be entitled, if requested, to a conference with the Director of Human Resources to discuss the District's assessment of the permanent substitute's services and the likelihood of placement in an opening in a regular teaching assignment. Upon employment as a regular teacher, such permanent substitute shall be given appropriate placement on the teachers salary schedule consistent with Article XXX, Section A, 2.



There will be no changes or increases in the present subcontracting arrangements without prior notice to the Association President. Following notice, if requested, changes or increases shall be subject to bargaining and agreement between the parties prior to implementation.



A. CONTINUATION

Consistent with Board policy, the district will continue the Curriculum Advisory Council.

B. COMPOSITION OF COUNCIL

The Curriculum Advisory Council is a standing committee, managed through the leadership of the Director of Instruction, comprised of members of the South Euclid-Lyndhurst community which may include administrators, parents, students and teachers. All SELTA members are invited to participate. The Association President will appoint two (2) standing members to the council on an annual basis.

C. MEETING SCHEDULE – NOTICE TO ASSOCIATION PRESIDENT

Curriculum Advisory Council meetings will be held quarterly during the school year. The schedule shall be sent to the Association President.

D. PURPOSE

The purpose of the Curriculum Advisory Council is to share a variety of school/educational initiatives that are or will become a part of the academic learning environment of the South Euclid-Lyndhurst City School District. Although this forum is public in nature, it does not serve as a decision making entity. Feedback from participants may be gathered for the

purpose or programmatic promotion, improvement, and/or efficiency with respect to programs across elementary, junior and high school initiatives.



A. DISTRICT SAFETY AND SECURITY COMMITTEE

A Safety and Security Sub-Committee of the District Leadership Team (DLT) shall be established, consisting of the Superintendent and two (2) designees and the Association President and two (2) designees. Consultants may attend as requested. The Safety and Security Sub Committee shall meet at least twice per school year and shall be provided release time for meetings. The agenda for each meeting shall be established in advance between the Superintendent/designee and the Association President/designee. The Safety and Security Sub-Committee shall:

- Provide input to the Superintendent on all matters related to safety and security;
- Review existing safety and security procedures;
- Develop procedures and/or provide guidance and assistance to building level Problem Solving Committees or sub committees;
- Address any issues referred to it by building Problem Solving Committees, and/or their Safety and Security Sub-committees.

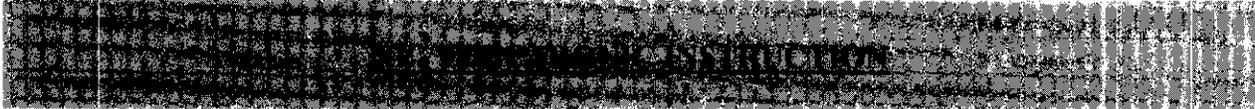
B. BUILDING SAFETY AND SECURITY SUBCOMMITTEES

Matters of safety and security shall be addressed by the Building Problem Solving Committees or its Safety and Security Subcommittee. These Subcommittees shall:

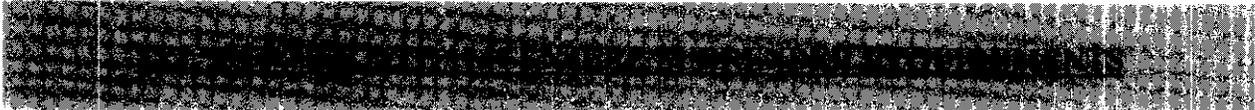
- Assist in developing a Security Plan and Emergency Action Plan for the building;
- Review/develop a visitors policy;
- Review safety incidents for possible procedural or safety improvements.

C. TWO-WAY COMMUNICATION

Classrooms used by teachers and students shall provide for two way communication with the building's main office.



In the event courses are offered electronically, any impact upon terms and conditions of employment arising out of courses to be taught via electronic instruction will be resolved by SELTA, the affected teacher(s), and the administration.



A teacher surrendering an area of certification or licensure must provide written notice to the office of Human Resources by March 1 of any school year, which identifies the area of certification or licensure being surrendered. Upon such written notification, the teacher will be immediately deemed to have surrendered such certification / licensure for purposes of this Article, and must provide prompt notice to the office of Human Resources of the official surrender of such certification / licensure upon verification of same. A teacher may not surrender any area of certification / licensure if the teacher is currently assigned and teaching in that area.



A. WAIVER OF NEGOTIATIONS

This Agreement incorporates the entire understanding of the parties. During the term of this Agreement neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, except as otherwise specifically noted in this Agreement or as required by ORC 4117. In the event of any changes in the ORC or federal law that were not in effect at the time this Agreement was finalized for ratification and approval, either party may request to reopen negotiations and will meet within ten (10) days for the purpose of negotiating only those areas impacted by changes in the ORC or federal law. In the event the parties are unable to agree concerning whether negotiations are necessitated by the statutory change following consultation with each party's legal counsel, the issue will be submitted to expedited arbitration with the arbitrator's decision to either direct the parties to negotiate or not. Thereafter, negotiations will begin within ten (10) days or at a different time if mutually agreed.

B. NO STRIKE CLAUSE

The Association and any and all teachers shall not cause, engage in, or sanction any strike, slowdown, or such work stoppage for the term of this Agreement.

C. CONFLICT WITH LAW

If any provision of this contract or any application of this contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect. The contract itself will remain in full force and effect for its duration; however, upon request of either party, the parties will meet within ten (10) days for the purpose of re-negotiating only the provision(s) found to be contrary to law.

D. AMENDMENT PROCEDURE

If the parties amend this agreement, the amendment shall be reduced to writing and properly signed and ratified by each party.

E. ENTIRE AGREEMENT CLAUSE

This contract supersedes and cancels all prior contracts, verbal or written, express or implied.

F. DURATION

The terms of the Agreement shall be effective July 1, 2009, following ratification by SELTA and approval by the Board. This Agreement shall remain in effect through June 30, 2012.

ATTEST:

***SOUTH EUCLID-LYNDBURST
BOARD OF EDUCATION***

***SOUTH EUCLID-LYNDBURST
TEACHERS' ASSOCIATION***

Mary Alice Casalina, President

Deborah Cassidy, President

William Zelei, Superintendent

Tom Bennett, Vice President

Ronald Bishop, Director of Human Resources

Donald Banas, SELTA Consultant

Paul Pestello, Treasurer

Barbara Kumin, Member

Kimberly Monachino, Director of Pupil Services

Dana Shepka, Member

Veronica Motley, Director of Instruction

Stacey Bram, Member

Date

**APPENDIX A
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
2009-2010 TEACHERS' SALARY SCHEDULE**

| YRS EXP | A BACH | | B BACH+9 | | C BACH+18 | | D BACH+27 | | E MASTERS | | F M+15 | | G M+30 | | H M+45 | | I M+60 | |
|------------|-----------|--------|-------------|--------|--------------|--------|--------------|--------|--------------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|
| 0 | 37,307.64 | 1.0000 | 38,240.33 | 1.0250 | 39,173.02 | 1.0500 | 40,105.71 | 1.0750 | 41,038.41 | 1.1000 | 42,530.71 | 1.1400 | 44,023.02 | 1.1800 | 45,515.32 | 1.2200 | 47,007.63 | 1.2600 |
| 1 | 38,986.49 | 1.0450 | 39,919.18 | 1.0700 | 40,851.87 | 1.0950 | 41,784.56 | 1.1200 | 42,717.25 | 1.1450 | 44,209.55 | 1.1850 | 45,701.86 | 1.2250 | 47,194.17 | 1.2650 | 48,686.47 | 1.3050 |
| 2 | 40,665.33 | 1.0900 | 41,598.02 | 1.1150 | 42,530.71 | 1.1400 | 43,463.40 | 1.1650 | 44,396.09 | 1.1900 | 45,888.40 | 1.2300 | 47,380.70 | 1.2700 | 48,873.01 | 1.3100 | 50,365.32 | 1.3500 |
| 3 | 42,344.17 | 1.1350 | 43,276.86 | 1.1600 | 44,209.55 | 1.1850 | 45,142.25 | 1.2100 | 46,074.94 | 1.2350 | 47,567.24 | 1.2750 | 49,059.55 | 1.3150 | 50,551.85 | 1.3550 | 52,044.16 | 1.3950 |
| 4 | 44,023.02 | 1.1800 | 44,955.71 | 1.2050 | 45,888.40 | 1.2300 | 46,821.09 | 1.2550 | 47,753.78 | 1.2800 | 49,246.09 | 1.3200 | 50,738.39 | 1.3600 | 52,230.70 | 1.4000 | 53,723.00 | 1.4400 |
| 5 | 47,753.78 | 1.2800 | 48,686.47 | 1.3050 | 49,619.16 | 1.3300 | 50,551.85 | 1.3550 | 51,484.55 | 1.3800 | 52,976.85 | 1.4200 | 54,469.16 | 1.4600 | 55,961.46 | 1.5000 | 57,453.77 | 1.5400 |
| 6 | 49,432.62 | 1.3250 | 50,495.89 | 1.3535 | 51,559.16 | 1.3820 | 52,641.08 | 1.4110 | 53,723.00 | 1.4400 | 55,215.31 | 1.4800 | 56,707.61 | 1.5200 | 58,199.92 | 1.5600 | 59,692.23 | 1.6000 |
| 7 | 51,111.47 | 1.3700 | 52,305.31 | 1.4020 | 53,499.16 | 1.4340 | 54,730.31 | 1.4670 | 55,961.46 | 1.5000 | 57,453.77 | 1.5400 | 58,946.07 | 1.5800 | 60,438.38 | 1.6200 | 61,930.68 | 1.6600 |
| 8 | 52,790.31 | 1.4150 | 54,114.73 | 1.4505 | 55,439.16 | 1.4860 | 56,819.54 | 1.5230 | 58,199.92 | 1.5600 | 59,692.23 | 1.6000 | 61,184.53 | 1.6400 | 62,676.84 | 1.6800 | 64,169.14 | 1.7200 |
| 9 | 54,469.16 | 1.4600 | 55,924.15 | 1.4990 | 57,379.15 | 1.5380 | 58,908.77 | 1.5790 | 60,438.38 | 1.6200 | 61,930.68 | 1.6600 | 63,422.99 | 1.7000 | 64,915.30 | 1.7400 | 66,407.60 | 1.7800 |
| 10 | 56,521.08 | 1.5150 | 58,106.65 | 1.5575 | 59,692.23 | 1.6000 | 61,371.07 | 1.6450 | 63,049.91 | 1.6900 | 64,542.22 | 1.7300 | 66,034.53 | 1.7700 | 67,526.83 | 1.8100 | 69,019.14 | 1.8500 |
| 11 | 58,199.92 | 1.5600 | 59,916.07 | 1.6060 | 61,632.22 | 1.6520 | 63,460.30 | 1.7010 | 65,288.37 | 1.7500 | 66,780.68 | 1.7900 | 68,272.98 | 1.8300 | 69,765.29 | 1.8700 | 71,257.59 | 1.9100 |
| 12 | 59,878.76 | 1.6050 | 61,725.49 | 1.6545 | 63,572.22 | 1.7040 | 65,549.53 | 1.7570 | 67,526.83 | 1.8100 | 69,019.14 | 1.8500 | 70,511.44 | 1.8900 | 72,003.75 | 1.9300 | 73,496.05 | 1.9700 |
| 13 | 61,557.61 | 1.6500 | 63,534.91 | 1.7030 | 65,512.22 | 1.7560 | 67,638.75 | 1.8130 | 69,765.29 | 1.8700 | 71,257.59 | 1.9100 | 72,749.90 | 1.9500 | 74,242.21 | 1.9900 | 75,734.51 | 2.0300 |
| 14 | 63,049.91 | 1.6900 | 65,027.22 | 1.7430 | 67,004.52 | 1.7960 | 69,131.06 | 1.8530 | 72,003.75 | 1.9300 | 73,496.05 | 1.9700 | 74,988.36 | 2.0100 | 76,480.66 | 2.0500 | 77,972.97 | 2.0900 |
| 15 | | | | | | | | | 73,496.05 | 1.9700 | 74,988.36 | 2.0100 | 76,480.66 | 2.0500 | 77,972.97 | 2.0900 | 79,465.28 | 2.1300 |

SPECIAL PROVISIONS:

- #1. In determining placement on the Teachers' Salary Schedule, up to 9 years credit shall be granted on the following basis:
 - (a) full credit for up to 6 years of previous teaching experience in public or accredited non-public elementary or secondary schools, and
 - (b) half-credit for previous teaching experience beyond 6 years, to be rounded up for a fractional year, and
 - (c) full credit for up to 5 years for military service; the total credit for (a), (b) and (c) above shall not exceed nine (9) years
 Vocational teachers shall receive credit for approved work experience on the same basis as previous teaching experience.
 Additional credit for previous teaching experience or approved work experience may be granted at the discretion of the Board.
- #2. In order to receive experience credit on the salary schedule, a teacher must work or receive pay for one hundred twenty (120) or more days during the school contract year.
- #3. Doctorate Degree + 5% over teacher's placement on the MA+60 column.
- #4. National Board Certification + 5% over teacher's placement on salary schedule.

APPENDIX A
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
2010-2011 TEACHERS' SALARY SCHEDULE

| YRS EXP | A BACH | | B BACH+9 | | C BACH+18 | | D BACH+27 | | E MASTERS | | F M+15 | | G M+30 | | H M+45 | | I M+60 | |
|------------|-----------|--------|-------------|--------|--------------|--------|--------------|--------|--------------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|
| 0 | 38,333.60 | 1.0000 | 39,291.94 | 1.0250 | 40,250.28 | 1.0500 | 41,208.62 | 1.0750 | 42,166.96 | 1.1000 | 43,700.30 | 1.1400 | 45,233.65 | 1.1800 | 46,766.99 | 1.2200 | 48,300.34 | 1.2600 |
| 1 | 40,058.61 | 1.0450 | 41,016.95 | 1.0700 | 41,975.29 | 1.0950 | 42,933.63 | 1.1200 | 43,891.97 | 1.1450 | 45,425.32 | 1.1850 | 46,958.66 | 1.2250 | 48,492.00 | 1.2650 | 50,025.35 | 1.3050 |
| 2 | 41,783.62 | 1.0900 | 42,741.96 | 1.1150 | 43,700.30 | 1.1400 | 44,658.64 | 1.1650 | 45,616.98 | 1.1900 | 47,150.33 | 1.2300 | 48,683.67 | 1.2700 | 50,217.02 | 1.3100 | 51,750.36 | 1.3500 |
| 3 | 43,508.64 | 1.1350 | 44,466.98 | 1.1600 | 45,425.32 | 1.1850 | 46,383.66 | 1.2100 | 47,342.00 | 1.2350 | 48,875.34 | 1.2750 | 50,408.68 | 1.3150 | 51,942.03 | 1.3550 | 53,475.37 | 1.3950 |
| 4 | 45,233.65 | 1.1800 | 46,191.99 | 1.2050 | 47,150.33 | 1.2300 | 48,108.67 | 1.2550 | 49,067.01 | 1.2800 | 50,600.35 | 1.3200 | 52,133.70 | 1.3600 | 53,667.04 | 1.4000 | 55,200.38 | 1.4400 |
| 5 | 49,067.01 | 1.2800 | 50,025.35 | 1.3050 | 50,983.69 | 1.3300 | 51,942.03 | 1.3550 | 52,900.37 | 1.3800 | 54,433.71 | 1.4200 | 55,967.06 | 1.4600 | 57,500.40 | 1.5000 | 59,033.74 | 1.5400 |
| 6 | 50,792.02 | 1.3250 | 51,884.53 | 1.3535 | 52,977.04 | 1.3820 | 54,088.71 | 1.4110 | 55,200.38 | 1.4400 | 56,733.73 | 1.4800 | 58,267.07 | 1.5200 | 59,800.42 | 1.5600 | 61,333.76 | 1.6000 |
| 7 | 52,517.03 | 1.3700 | 53,743.71 | 1.4020 | 54,970.38 | 1.4340 | 56,235.39 | 1.4670 | 57,500.40 | 1.5000 | 59,033.74 | 1.5400 | 60,567.09 | 1.5800 | 62,100.43 | 1.6200 | 63,633.78 | 1.6600 |
| 8 | 54,242.04 | 1.4150 | 55,602.89 | 1.4505 | 56,963.73 | 1.4860 | 58,382.07 | 1.5230 | 59,800.42 | 1.5600 | 61,333.76 | 1.6000 | 62,867.10 | 1.6400 | 64,400.45 | 1.6800 | 65,933.79 | 1.7200 |
| 9 | 55,967.06 | 1.4600 | 57,462.07 | 1.4990 | 58,957.08 | 1.5380 | 60,528.75 | 1.5790 | 62,100.43 | 1.6200 | 63,633.78 | 1.6600 | 65,167.12 | 1.7000 | 66,700.46 | 1.7400 | 68,233.81 | 1.7800 |
| 10 | 58,075.40 | 1.5150 | 59,704.58 | 1.5575 | 61,333.76 | 1.6000 | 63,058.77 | 1.6450 | 64,783.78 | 1.6900 | 66,317.13 | 1.7300 | 67,850.47 | 1.7700 | 69,383.82 | 1.8100 | 70,917.16 | 1.8500 |
| 11 | 59,800.42 | 1.5600 | 61,563.76 | 1.6060 | 63,327.11 | 1.6520 | 65,205.45 | 1.7010 | 67,083.80 | 1.7500 | 68,617.14 | 1.7900 | 70,150.49 | 1.8300 | 71,683.83 | 1.8700 | 73,217.18 | 1.9100 |
| 12 | 61,525.43 | 1.6050 | 63,422.94 | 1.6545 | 65,320.45 | 1.7040 | 67,352.14 | 1.7570 | 69,383.82 | 1.8100 | 70,917.16 | 1.8500 | 72,450.50 | 1.8900 | 73,983.85 | 1.9300 | 75,517.19 | 1.9700 |
| 13 | 63,250.44 | 1.6500 | 65,282.12 | 1.7030 | 67,313.80 | 1.7560 | 69,498.82 | 1.8130 | 71,683.83 | 1.8700 | 73,217.18 | 1.9100 | 74,750.52 | 1.9500 | 76,283.86 | 1.9900 | 77,817.21 | 2.0300 |
| 14 | 64,783.78 | 1.6900 | 66,815.46 | 1.7430 | 68,847.15 | 1.7960 | 71,032.16 | 1.8530 | 73,983.85 | 1.9300 | 75,517.19 | 1.9700 | 77,050.54 | 2.0100 | 78,583.88 | 2.0500 | 80,117.22 | 2.0900 |
| 15 | | | | | | | | | 75,517.19 | 1.9700 | 77,050.54 | 2.0100 | 78,583.88 | 2.0500 | 80,117.22 | 2.0900 | 81,650.57 | 2.1300 |

SPECIAL PROVISIONS:

- #1. In determining placement on the Teachers' Salary Schedule, up to 9 years credit shall be granted on the following basis:**
- (a) full credit for up to 6 years of previous teaching experience in public or accredited non-public elementary or secondary schools, and
 - (b) half-credit for previous teaching experience beyond 6 years, to be rounded up for a fractional year, and
 - (c) full credit for up to 5 years for military service; the total credit for (a), (b) and (c) above shall not exceed nine (9) years
- Vocational teachers shall receive credit for approved work experience on the same basis as previous teaching experience.
 Additional credit for previous teaching experience or approved work experience may be granted at the discretion of the Board.
- #2. In order to receive experience credit on the salary schedule, a teacher must work or receive pay for one hundred twenty (120) or more days during the school contract year.**
- #3. Doctorate Degree + 5% over teacher's placement on the MA+60 column.**
- #4. National Board Certification + 5% over teacher's placement on salary schedule.**

APPENDIX A
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
2011-2012 TEACHERS' SALARY SCHEDULE

| YRS | A | | B | | C | | D | | E | | F | | G | | H | | I | |
|-----|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|-----------|--------|
| EXP | BACH | | BACH+9 | | BACH+18 | | BACH+27 | | MASTERS | | M+15 | | M+30 | | M+45 | | M+60 | |
| 0 | 39,387.77 | 1.0000 | 40,372.47 | 1.0250 | 41,357.16 | 1.0500 | 42,341.86 | 1.0750 | 43,326.55 | 1.1000 | 44,902.06 | 1.1400 | 46,477.57 | 1.1800 | 48,053.08 | 1.2200 | 49,628.60 | 1.2600 |
| 1 | 41,160.22 | 1.0450 | 42,144.92 | 1.0700 | 43,129.61 | 1.0950 | 44,114.31 | 1.1200 | 45,099.00 | 1.1450 | 46,674.51 | 1.1850 | 48,250.02 | 1.2250 | 49,825.53 | 1.2650 | 51,401.05 | 1.3050 |
| 2 | 42,932.67 | 1.0900 | 43,917.37 | 1.1150 | 44,902.06 | 1.1400 | 45,886.76 | 1.1650 | 46,871.45 | 1.1900 | 48,446.96 | 1.2300 | 50,022.47 | 1.2700 | 51,597.98 | 1.3100 | 53,173.49 | 1.3500 |
| 3 | 44,705.12 | 1.1350 | 45,689.82 | 1.1600 | 46,674.51 | 1.1850 | 47,659.21 | 1.2100 | 48,643.90 | 1.2350 | 50,219.41 | 1.2750 | 51,794.92 | 1.3150 | 53,370.43 | 1.3550 | 54,945.94 | 1.3950 |
| 4 | 46,477.57 | 1.1800 | 47,462.27 | 1.2050 | 48,446.96 | 1.2300 | 49,431.66 | 1.2550 | 50,416.35 | 1.2800 | 51,991.86 | 1.3200 | 53,567.37 | 1.3600 | 55,142.88 | 1.4000 | 56,718.39 | 1.4400 |
| 5 | 50,416.35 | 1.2800 | 51,401.05 | 1.3050 | 52,385.74 | 1.3300 | 53,370.43 | 1.3550 | 54,355.13 | 1.3800 | 55,930.64 | 1.4200 | 57,506.15 | 1.4600 | 59,081.66 | 1.5000 | 60,657.17 | 1.5400 |
| 6 | 52,188.80 | 1.3250 | 53,311.35 | 1.3535 | 54,433.90 | 1.3820 | 55,576.15 | 1.4110 | 56,718.39 | 1.4400 | 58,293.91 | 1.4800 | 59,869.42 | 1.5200 | 61,444.93 | 1.5600 | 63,020.44 | 1.6000 |
| 7 | 53,961.25 | 1.3700 | 55,221.66 | 1.4020 | 56,482.07 | 1.4340 | 57,781.86 | 1.4670 | 59,081.66 | 1.5000 | 60,657.17 | 1.5400 | 62,232.68 | 1.5800 | 63,808.19 | 1.6200 | 65,383.70 | 1.6600 |
| 8 | 55,733.70 | 1.4150 | 57,131.97 | 1.4505 | 58,530.23 | 1.4860 | 59,987.58 | 1.5230 | 61,444.93 | 1.5600 | 63,020.44 | 1.6000 | 64,595.95 | 1.6400 | 66,171.46 | 1.6800 | 67,746.97 | 1.7200 |
| 9 | 57,506.15 | 1.4600 | 59,042.27 | 1.4990 | 60,578.40 | 1.5380 | 62,193.30 | 1.5790 | 63,808.19 | 1.6200 | 65,383.70 | 1.6600 | 66,959.22 | 1.7000 | 68,534.73 | 1.7400 | 70,110.24 | 1.7800 |
| 10 | 59,672.48 | 1.5150 | 61,346.46 | 1.5575 | 63,020.44 | 1.6000 | 64,792.89 | 1.6450 | 66,565.34 | 1.6900 | 68,140.85 | 1.7300 | 69,716.36 | 1.7700 | 71,291.87 | 1.8100 | 72,867.38 | 1.8500 |
| 11 | 61,444.93 | 1.5600 | 63,256.77 | 1.6060 | 65,068.60 | 1.6520 | 66,998.60 | 1.7010 | 68,928.60 | 1.7500 | 70,504.12 | 1.7900 | 72,079.63 | 1.8300 | 73,655.14 | 1.8700 | 75,230.65 | 1.9100 |
| 12 | 63,217.38 | 1.6050 | 65,167.07 | 1.6545 | 67,116.77 | 1.7040 | 69,204.32 | 1.7570 | 71,291.87 | 1.8100 | 72,867.38 | 1.8500 | 74,442.89 | 1.8900 | 76,018.40 | 1.9300 | 77,593.91 | 1.9700 |
| 13 | 64,989.83 | 1.6500 | 67,077.38 | 1.7030 | 69,164.93 | 1.7560 | 71,410.03 | 1.8130 | 73,655.14 | 1.8700 | 75,230.65 | 1.9100 | 76,806.16 | 1.9500 | 78,381.67 | 1.9900 | 79,957.18 | 2.0300 |
| 14 | 66,565.34 | 1.6900 | 68,652.89 | 1.7430 | 70,740.44 | 1.7960 | 72,985.55 | 1.8530 | 76,018.40 | 1.9300 | 77,593.91 | 1.9700 | 79,169.43 | 2.0100 | 80,744.94 | 2.0500 | 82,320.45 | 2.0900 |
| 15 | | | | | | | | | 77,593.91 | 1.9700 | 79,169.43 | 2.0100 | 80,744.94 | 2.0500 | 82,320.45 | 2.0900 | 83,895.96 | 2.1300 |

SPECIAL PROVISIONS:

- #1. In determining placement on the Teachers' Salary Schedule, up to 9 years credit shall be granted on the following basis:
 - (a) full credit for up to 6 years of previous teaching experience in public or accredited non-public elementary or secondary schools, and
 - (b) half-credit for previous teaching experience beyond 6 years, to be rounded up for a fractional year, and
 - (c) full credit for up to 5 years for military service; the total credit for (a), (b) and (c) above shall not exceed nine (9) years
 Vocational teachers shall receive credit for approved work experience on the same basis as previous teaching experience.
 Additional credit for previous teaching experience or approved work experience may be granted at the discretion of the Board.
- #2. In order to receive experience credit on the salary schedule, a teacher must work or receive pay for one hundred twenty (120) or more days during the school contract year.
- #3. Doctorate Degree + 5% over teacher's placement on the MA+60 column.
- #4. National Board Certification + 5% over teacher's placement on salary schedule.

APPENDIX B

SOUTH EUCLID-LYNDHURST CITY SCHOOLS

2009-2010 NON-DEGREE TEACHER SALARY SCHEDULE

| YEARS EXPERIENCE | RATIO* | SALARY |
|------------------|--------|-----------|
| 0 | 0.79 | 29,473.04 |
| 1 | 0.84 | 31,151.88 |
| 2 | 0.88 | 32,830.72 |
| 3 | 0.93 | 34,509.57 |
| 4 | 0.97 | 36,188.41 |
| 5 | 1.07 | 39,919.17 |
| 6 | 1.12 | 41,598.02 |
| 7 | 1.16 | 43,276.86 |
| 8 | 1.21 | 44,955.71 |
| 9 | 1.25 | 46,634.55 |
| 10 | 1.30 | 48,313.39 |
| 11 | 1.34 | 49,992.24 |
| 12 | 1.39 | 51,671.08 |
| 13 | 1.43 | 53,349.93 |

***To be applied to bachelor's minimum to determine salary**

In determining placement on the Non-Degree Salary Schedule, vocational teachers shall be granted up to 9 years credit on the following basis:

- (a) full credit for up to 9 years of approved work experience and/or previous teaching experience in a public or accredited non-public elementary or secondary school,
- (b) full credit for up to 5 years of military experience. Additional credit for previous teaching experience or approved work experience may be granted at the discretion of the Board.

APPENDIX B

SOUTH EUCLID-LYNDBURST CITY SCHOOLS

2010-2011 NON-DEGREE TEACHER SALARY SCHEDULE

| YEARS EXPERIENCE | RATIO* | SALARY |
|------------------|--------|-----------|
| 0 | 0.79 | 30,283.54 |
| 1 | 0.84 | 32,008.56 |
| 2 | 0.88 | 33,733.57 |
| 3 | 0.93 | 35,458.58 |
| 4 | 0.97 | 37,183.59 |
| 5 | 1.07 | 41,016.95 |
| 6 | 1.12 | 42,741.96 |
| 7 | 1.16 | 44,466.98 |
| 8 | 1.21 | 46,191.99 |
| 9 | 1.25 | 47,917.00 |
| 10 | 1.30 | 49,642.01 |
| 11 | 1.34 | 51,367.02 |
| 12 | 1.39 | 53,092.04 |
| 13 | 1.43 | 54,817.05 |

***To be applied to bachelor's minimum to determine salary**

In determining placement on the Non-Degree Salary Schedule, vocational teachers shall be granted up to 9 years credit on the following basis:

- (a) full credit for up to 9 years of approved work experience and/or previous teaching experience in a public or accredited non-public elementary or secondary school,
- (b) full credit for up to 5 years of military experience. Additional credit for previous teaching experience or approved work experience may be granted at the discretion of the Board.

APPENDIX B

SOUTH EUCLID-LYNDHURST CITY SCHOOLS

2011-2012 NON-DEGREE TEACHER SALARY SCHEDULE

| YEARS EXPERIENCE | RATIO* | SALARY |
|------------------|--------|-----------|
| 0 | 0.79 | 31,116.34 |
| 1 | 0.84 | 32,888.79 |
| 2 | 0.88 | 34,661.24 |
| 3 | 0.93 | 36,433.69 |
| 4 | 0.97 | 38,206.14 |
| 5 | 1.07 | 42,144.91 |
| 6 | 1.12 | 43,917.36 |
| 7 | 1.16 | 45,689.81 |
| 8 | 1.21 | 47,462.26 |
| 9 | 1.25 | 49,234.71 |
| 10 | 1.30 | 51,007.16 |
| 11 | 1.34 | 52,779.61 |
| 12 | 1.39 | 54,552.06 |
| 13 | 1.43 | 56,324.51 |

***To be applied to bachelor's minimum to determine salary**

In determining placement on the Non-Degree Salary Schedule, vocational teachers shall be granted up to 9 years credit on the following basis:

- (a) full credit for up to 9 years of approved work experience and/or previous teaching experience in a public or accredited non-public elementary or secondary school,
- (b) full credit for up to 5 years of military experience. Additional credit for previous teaching experience or approved work experience may be granted at the discretion of the Board.

APPENDIX C
SPECIALISTS' TERM AND RATIO
(2009-2010 through 2011-2012 School Years)

SPECIALISTS' RATIO AND RATIO SCHEDULE

| <u>Position</u> | <u>Term</u> | <u>Ratio*</u> |
|--|--|--|
| Psychologist | School contract year + 3 weeks | 1.12 |
| Counselors | School contract year + 2 weeks | 1.055 |
| Chemical Dependency Program Coordinator | School contract year | 1.07 |
| Vocational Guidance Coordinator | School contract year + 5 weeks | 1.135 |
| Department Coordinators | School Contract Year | 1.045 plus an additional 0.0075 for each staff member over 9 in the department |
| Team and/or 7 th /8 th Grade Facilitators*** | School Contract year | 1.045 |
| Elementary Reading Consultant | School contract year | 1.04 |
| Gifted Consultant | School contract year | 1.04 |
| Transitional Coordinator** | School Contract Year + 5 weeks | 1.085 |
| Avid Academic Coach | School contract year + 1 week plus extended day throughout year equaling 4 weeks | 1.105 |

* Ratio is applied to the appropriate step in the Teachers' Salary Schedule based on the individual's training and experience.

** Also, see Appendix E.

*** There will be four eighth grade facilitators at Memorial Junior High school and the distribution of duties among the four facilitators will be determined by the Building Principal and the four facilitators in a joint meeting(s) at the beginning of each school year. The duties shall be identified on a list prepared by the meeting participants. (This position replaces the team position of TEAM FACILITATOR on APPENDIX C and is compensated at the 1.045 ratio.) the object shall be to achieve a reasonably equal distribution of duties for each of the four facilitators.

APPENDIX D
ACTIVITY PROGRAM
(2009-2010 through 2011-2012 School Years)

Activity Program Salary Schedule

(The ratios are to be applied to bachelor's minimum salary)*

| Assignment | Years of Experience | | | | Schedule of Payment |
|---|---------------------|------|------|------|---------------------|
| | 0 | 1 | 2 | 3 | |
| <u>INTERSCHOLASTIC ATHLETICS</u> | | | | | |
| <u>SENIOR HIGH: BOYS</u> | | | | | |
| Baseball Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Baseball Coach (2) | .083 | .092 | .101 | .110 | End of season |
| Freshman Baseball Coach | .071 | .079 | .086 | .094 | End of Season |
| Basketball Coach | .172 | .177 | .193 | .209 | End of season |
| Assistant Basketball Coach (2) | .108 | .121 | .133 | .146 | End of season |
| Freshman Basketball Coach | .093 | .103 | .114 | .125 | End of season |
| Cross Country Coach | .094 | .105 | .115 | .126 | End of season |
| Faculty Manager (1 released period) | .172 | .177 | .193 | .209 | End of each season |
| Football Coach | .186 | .203 | .220 | .237 | End of season |
| Assistant Football Coach (6) | .132 | .144 | .155 | .166 | End of season |
| Freshman Football Coach (2) | .113 | .123 | .133 | .142 | End of season |
| Hockey Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Hockey Coach (1) | .083 | .092 | .101 | .110 | End of season |
| Golf Coach | .094 | .105 | .115 | .126 | End of season |
| Assistant Golf Coach (1) | .066 | .073 | .081 | .088 | End of season |
| Soccer Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Soccer Coach (2) | .083 | .092 | .101 | .110 | End of season |
| Strength Coach | .116 | .130 | .143 | .156 | End of each season |
| Tennis Coach | .094 | .105 | .115 | .126 | End of season |
| Assistant Tennis Coach (2) | .066 | .073 | .081 | .088 | End of season |
| Track Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Track Coach (2) | .083 | .092 | .101 | .110 | End of season |
| Wrestling Coach | .156 | .161 | .175 | .190 | End of season |
| Assistant Wrestling Coach (2) | .099 | .110 | .122 | .133 | End of season |

* No current employees who are continuously employed in a supplemental contract position as of the 2006-2007 school year shall suffer a reduction-in-pay as a result of the modifications in the ratios, until such time the employee is non-renewed or resigns from such position.

Activity Program Salary Schedule

(The ratios are to be applied to bachelor's minimum salary)

| Assignment | Years of Experience | | | | Schedule of Payment |
|---|---------------------|------|------|------|---------------------|
| | 0 | 1 | 2 | 3 | |
| <u>SENIOR HIGH: GIRLS</u> | | | | | |
| Basketball Coach | .172 | .177 | .193 | .209 | End of season |
| Assistant Basketball Coach (2) | .108 | .121 | .133 | .146 | End of season |
| Freshman Basketball Coach | .093 | .103 | .114 | .125 | End of season |
| Cross Country Coach | .094 | .105 | .115 | .126 | End of season |
| Faculty Manager (1 released period) | .172 | .177 | .193 | .209 | End of each season |
| Golf Coach | .094 | .105 | .115 | .126 | End of season |
| Soccer Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Soccer Coach (2) | .083 | .092 | .101 | .110 | End of season |
| Softball Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Softball Coach (2) | .083 | .092 | .101 | .110 | End of season |
| Freshman Softball Coach | .071 | .079 | .086 | .094 | End of season |
| Tennis Coach | .094 | .105 | .115 | .126 | End of season |
| Assistant Tennis Coach (2) | .066 | .073 | .081 | .088 | End of season |
| Track Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Track Coach (2) | .083 | .092 | .101 | .110 | End of season |
| Volleyball Coach | .118 | .131 | .144 | .156 | End of season |
| Assistant Volleyball Coach (2) | .083 | .092 | .101 | .110 | End of season |
| Freshman Volleyball Coach | .071 | .079 | .086 | .094 | End of season |
| <u>SENIOR HIGH: BOYS & GIRLS</u> | | | | | |
| Swimming Coach | .156 | .161 | .175 | .190 | End of season |
| Assistant Swimming Coach (1) | .099 | .110 | .122 | .133 | End of season |
| Diving Coach | .085 | .094 | .104 | .114 | End of season |
| <u>JUNIOR HIGH: BOYS & GIRLS</u> | | | | | |
| Faculty Manager | .108 | .121 | .133 | .146 | End of each season |
| <u>JUNIOR HIGH BOYS</u> | | | | | |
| Basketball Coach - Grade 8 | .070 | .078 | .086 | .094 | End of season |
| Basketball Coach - Grade 7 | .070 | .078 | .086 | .094 | End of season |
| Baseball Coach | .052 | .058 | .064 | .070 | End of season |
| Cross Country Coach | .047 | .052 | .058 | .063 | End of season |
| Football Coach | .081 | .089 | .098 | .107 | End of season |
| Assistant Football Coach (3) | .071 | .079 | .087 | .095 | End of season |
| Soccer Coach | .053 | .059 | .064 | .070 | End of season |
| Tennis Coach | .047 | .052 | .058 | .063 | End of season |
| Track Coach | .052 | .058 | .064 | .070 | End of season |
| Assistant Track Coach (1) | .047 | .052 | .058 | .063 | End of season |
| Wrestling Coach | .063 | .070 | .078 | .085 | End of season |
| Assistant Wrestling Coach (1) | .056 | .063 | .070 | .076 | End of season |

Activity Program Salary Schedule

(The ratios are to be applied to bachelor's minimum salary)

| Assignment | Years of Experience | | | | Schedule of Payment |
|------------------------------------|---------------------|------|------|------|---------------------|
| | 0 | 1 | 2 | 3 | |
| <u>JUNIOR HIGH: GIRLS</u> | | | | | |
| Basketball Coach – Grade 8 | .070 | .078 | .086 | .094 | End of season |
| Basketball Coach – Grade 7 | .070 | .078 | .086 | .094 | End of season |
| Cross Country Coach | .047 | .052 | .058 | .063 | End of season |
| Soccer Coach | .053 | .059 | .064 | .070 | End of season |
| Softball Coach | .052 | .058 | .064 | .070 | End of season |
| Tennis Coach | .047 | .052 | .058 | .063 | End of season |
| Track Coach | .052 | .058 | .064 | .070 | End of season |
| Assistant Track Coach (1) | .047 | .052 | .058 | .063 | End of season |
| Volleyball Coach – Grade 8 | .052 | .058 | .064 | .070 | End of season |
| Volleyball Coach – Grade 7 | .052 | .058 | .064 | .070 | End of season |
| <u>SENIOR HIGH: OTHER</u> | | | | | |
| Academic Advisor | .042 | .048 | .054 | .060 | Twice yearly |
| Activity Supervisor (25 min. duty) | .050 | | | | Twice yearly |
| Arcettes Advisor | .075 | .084 | .092 | .101 | End of season |
| Cheerleader Coach | .086 | .096 | .106 | .116 | Twice yearly |
| Assistant Cheerleader Coach | .075 | .084 | .092 | .101 | Twice yearly |
| Class Advisor – Grade 12 | .053 | .059 | .065 | .071 | Twice yearly |
| Class Advisor – Grade 11 (Limit 1) | .030 | .035 | .040 | .045 | Twice yearly |
| Class Advisor – Grade 10 (Limit 1) | .013 | .015 | .017 | .019 | Twice yearly |
| Class Advisor – Grade 9 (Limit 1) | .013 | .015 | .017 | .019 | Twice yearly |
| Club Advisor(s) | .013 | .015 | .017 | .019 | Twice yearly |
| Debate Coach | .053 | .059 | .065 | .071 | Twice yearly |
| Drama: (per play–limit 2) | | | | | |
| Director | .042 | .048 | .054 | .060 | End of Play |
| Assist. Drama Director | .025 | .030 | .035 | .040 | End of Play |
| Set Design and Construction | .016 | .019 | .022 | .025 | End of Play |
| Stage Technician | .016 | .019 | .022 | .025 | End of play |
| Musical | | | | | |
| Director | .060 | .067 | .074 | .081 | End of Musical |
| Assistant Director | .042 | .048 | .054 | .060 | End of Musical |
| Costume Design | .034 | .039 | .044 | .049 | End of Musical |
| Choreographer | .025 | .030 | .035 | .040 | End of |
| Musical | | | | | |
| Instrumental Music | .024 | .027 | .030 | .033 | End of Musical |
| Promotion/Ticket Sales | .016 | .019 | .022 | .025 | End of Musical |
| Set Design | .034 | .039 | .044 | .049 | End of Musical |
| Technical Support | .025 | .030 | .035 | .040 | End of Musical |
| Newspaper Advisor | .053 | .059 | .065 | .071 | Twice yearly |
| OGT Tutor | \$20.00 per hour | | | | |
| Photo Journalism Advisor | .042 | .048 | .054 | .060 | Twice Yearly |

Activity Program Salary Schedule

(The ratios are to be applied to bachelor's minimum salary)

| Assignment | Years of Experience | | | | Schedule of Payment |
|-------------------------------------|---------------------|------|------|------|---------------------|
| | 0 | 1 | 2 | 3 | |
| Robotics Advisor | .042 | .048 | .054 | .060 | Twice Yearly |
| Friday/Saturday School Monitor | \$20.00 per hour | | | | |
| Science Olympiad | .030 | .035 | .040 | .045 | Twice yearly |
| Show Choir: | | | | | |
| Assistant Show Choir Director | .053 | .059 | .065 | .071 | Twice yearly |
| Band Director | .024 | .027 | .030 | .033 | Twice yearly |
| Choreographer | .034 | .039 | .044 | .049 | Twice yearly |
| Assistant Choreographer | .024 | .027 | .030 | .033 | Twice yearly |
| Student Congress Advisor | .086 | .096 | .106 | .116 | Twice yearly |
| Student Congress Assistant Advisor | .042 | .048 | .054 | .060 | Twice yearly |
| Yearbook Advisor | .086 | .096 | .106 | .116 | Twice yearly |
| Assistant Yearbook Advisor | .042 | .048 | .054 | .060 | Twice yearly |
| <u>JUNIOR HIGH: OTHER</u> | | | | | |
| Achievement Tutor | \$20.00 per hour | | | | |
| Activity Supervisor (25 min. duty) | .050 | | | | Twice yearly |
| Cheerleader Coach | .040 | .045 | .050 | .055 | Twice yearly |
| Class Advisor – Grade 8 | .013 | .015 | .017 | .019 | Twice yearly |
| Club Advisor(s) | .013 | .015 | .017 | .019 | Twice yearly |
| Drama: (per play) | | | | | |
| Director | .016 | .019 | .022 | .025 | End of play |
| Stage Technician | .009 | .011 | .013 | .015 | End of play |
| Intramurals | .042 | .048 | .054 | .060 | Twice yearly |
| Math Counts | .025 | .030 | .035 | .040 | Twice yearly |
| Newspaper Advisor | .035 | .040 | .045 | .050 | Twice yearly |
| Power of the Pen | .025 | .030 | .035 | .040 | Twice yearly |
| Robotics Advisor | .025 | .030 | .035 | .040 | End of assignment |
| Friday/Saturday School Monitor | \$20.00 per hour | | | | |
| Show Choir Choreographer | 0.16 | .018 | .022 | .025 | Twice Yearly |
| Student Council Advisor | .042 | .048 | .054 | .060 | Twice yearly |
| Yearbook Advisor | .030 | .035 | .040 | .045 | Twice yearly |
| <u>ELEMENTARY</u> | | | | | |
| Achievement Tutor | \$20.00 per hour | | | | |
| Activity Supervisor (25 min. daily) | .050 | | | | Twice yearly |
| Class Advisor - Grade 6 | .013 | .015 | .017 | .019 | Twice Yearly |
| Club Advisor(s) | .013 | .015 | .017 | .019 | Twice yearly |
| Safety Patrol Supervisor | .009 | .011 | .013 | .015 | End of assignment |
| Saturday School Monitor | \$20.00 per hour | | | | |
| Student Council Advisor (Greenview) | .030 | .035 | .040 | .045 | End of assignment |

Activity Program Salary Schedule

(The ratios are to be applied to bachelor's minimum salary)

| Assignment | Years of Experience | | | | Schedule of Payment |
|-----------------------------------|----------------------------|----------|----------|----------|----------------------------|
| | 0 | 1 | 2 | 3 | |
| <u>DISTRICT</u> | | | | | |
| Entry Year Lead Mentor | .070 | .077 | .084 | .091 | Twice Yearly |
| Assistant Entry Year Lead Mentor* | .051 | .056 | .061 | .066 | Twice Yearly |
| Entry Year Mentor | .035 | .039 | .043 | .047 | Twice Yearly |

Special Provisions

1. Previous Experience: The principal, with the consent of the Superintendent, may allow up to two years credit for prior experience directly related to the particular assignment.
2. A supplemental contract shall be valid for its term which shall not extend beyond the school year in which it is issued and shall automatically expire at the end of that school year without further action or notice by the Board.
3. An additional or second club advisor shall be added at the same rate of compensation when enrollment in a club exceeds twenty-five (25) students and/or includes special needs students requiring additional supervision.

Coaches and assistant coaches will be employed only when sufficient numbers of students warrant. The athletic director and principals will meet to determine a player-coach ratio for each sport as the need arises.

* The assistant position will be filled when the number of entry year teachers exceeds twelve (12) or more.

APPENDIX E EXTENDED DUTIES

Extended Duties Salary Schedule

(The ratios are to be applied to bachelor's minimum salary)

The following assignments require extended duties as a condition of the assignment. They shall be compensated as follows:

| Assignment | Years of Experience | | | | Schedule of Payment |
|---|---------------------|------|------|------|--|
| | 0 | 1 | 2 | 3 | |
| <u>SENIOR HIGH:</u> | | | | | |
| Transitional Coordinator* | .042 | .048 | .054 | .060 | Twice yearly |
| Vocal Music Teacher/Vocal Music Director | .086 | .096 | .106 | .116 | Twice yearly |
| Show Choir Director | .086 | .096 | .106 | .116 | Twice yearly |
| Vocational Auto Teacher | .080 | .090 | .100 | .110 | 1 st Pay in August following completion of previous school year |
| <u>JUNIOR HIGH:</u> | | | | | |
| Vocal Music Teacher/Vocal Music Director | .030 | .035 | .040 | .045 | Twice yearly |
| Show Choir Director | .030 | .035 | .040 | .045 | Twice yearly |
| <u>INSTRUMENTAL MUSIC:</u> | | | | | |
| Instrumental Music Teacher/ Instrumental Director (4) | .086 | .096 | .106 | .116 | Twice yearly |
| Marching Band Director | .086 | .096 | .106 | .116 | End of season |
| Assistant Band Director (2) | .053 | .059 | .065 | .071 | End of season |
| Instrumental Music Teacher- Senior High Jazz Ensemble Director | .042 | .048 | .054 | .060 | Twice yearly |
| Instrumental Music Teacher- Junior High Jazz Ensemble Director | .030 | .035 | .040 | .045 | Twice yearly |
| <u>ELEMENTARY:</u> | | | | | |
| Music Specialists: (Per Program: Vocal - More than 4) | .004 | .004 | .004 | .004 | End of year |
| <u>OVERNIGHT FIELD TRIPS:**</u> | .004 | .004 | .004 | .004 | End of trip |

Special Provisions:

If the teacher does not wish to perform the extended duty and if a satisfactory substitute can be found by the Administration, the substitute shall be paid at the same rate.

* **Also, see Appendix C**

The duties to be performed under any one of the above contracts may be divided between two or more teachers. When this happens, the salary shall be divided on a pro rata basis of the duties performed.

**** Overnight trips may be categorized into four (4) distinct categories based on the parties present practice and knowledge and shall receive salary and/or expense reimbursement as shown:**

| | |
|--|--|
| 1) Overnight Field Trips (Teacher accompanying students). These trips are curricular in nature and the students are released from their regular daily classroom schedule in order to take the trip (i.e., 8 th Grade Washington trip or 6 th Grade Outdoor Education). | Activity program salary .004 per night plus expenses |
| 2) Athletic Trips. Coaches whose teams participate in games or events that result in an overnight stay(s) as part of the regular season or as part of post-season play. | No additional salary beyond the salary identified in the Activity Program Salary schedule; expenses paid. |
| 3) Extracurricular Trips. These trips are extracurricular in nature and the students who take them are voluntarily participating in the activity (i.e., band, choir, show choir, key drama, etc.) These trips typically are to conventions, tournaments, contests, and the like and are by invitation. | No additional salary beyond the salary identified in the Activity Program Salary Schedule; expenses paid providing prior approval to take the trip has been obtained. Submission for approval must be made in adequate time for the Board of Education to approve the trip in advance of departure. |
| 4) Tour Company Trips or recreational trips that may allow the students to participate in the activity but not as part of a broader event such as a convention, tournament, or contest. These trips do not involve the release of students from their regular daily classroom schedule because they occur on off-school hours. | No salary or expenses shall be paid; however, the trip must be submitted for approval in advance in order to qualify as a school sponsored event for which liability protection provided by the Board applies. Submission for approval must be made in adequate time for the Board of Education to approve the trip in advance of departure. |

Activity program Salaries and Expenses for overnight trips shall be paid in accordance with the four foregoing categories and apply only to the Activity Program sponsors or coaches and not to students or other adults who may attend.

In the event of a dispute with regard to the appropriate category and salary and expense reimbursement which applies to an overnight trip or a trip arises which does not clearly fit one of the foregoing four categories, the Superintendent and Association's President shall confer and attempt to resolve the matter. All reasonably relevant information shall be shared. If the matter remains unresolved, either the Superintendent or Association President may refer the matter to Level Three of the Grievance Procedure. The arbitration shall be expedited according to either 1.) procedures agreed upon by the parties or 2.) the expedited rules of the American Arbitration Association.

APPENDIX F
SOUTH EUCLID-LYNDBURST CITY SCHOOLS
SUMMER SCHOOL SALARY SCHEDULE

| SCHOOL YEAR | BACHELOR'S | MASTER'S OR BEYOND |
|--------------------|-------------------|-------------------------------|
| 2009-2010 | \$29.00/hr | \$30.00/hr |
| 2010-2011 | \$29.00/hr | \$30.00/hr |
| 2011-2012 | \$29.00/hr | \$30.00/hr |

Elementary Summer School shall be determined as twenty (20) hours

Secondary Summer School shall be determined as 135 hours

A summer school contract shall be valid for its term which shall not extend beyond the summer term for which it is issued and shall automatically expire at the end of that term without further action or notice by the Board.

APPENDIX G
SEVERANCE PAY APPLICATION*

I have read and understand the provisions of the regulation for Severance Pay. I hereby certify that I qualify for severance pay under the provision checked below:

_____ I am eligible for retirement benefits under the State Teachers Retirement System.
_____ I am fifty-five (55) years of age with ten (10) or more years of employment with the South Euclid-Lyndhurst Board of Education.

It is understood that submission of this form and acceptance by me of Severance Pay eliminates all sick leave credit accrued by me and renders me ineligible for any future Severance Pay. I hereby request that I be paid all Severance Pay which I am due pursuant to the Agreement between SELTA and the Board of Education.

Employee's Signature

Date of Submission

Human Resource Director's Signature

Date of Receipt

FOR OFFICE USE ONLY:

- A. Years of service in South Euclid-Lyndhurst _____
- B. Effective date of retirement _____
- C. Accumulated sick leave as of date of retirement _____ X 30% = _____
- D. _____ X _____ \$ _____
Daily Rate (the lesser of 70 days or C)

Approved: _____
Treasurer

* - To be completed in duplicate; one copy to be retained by Superintendent or designee and one copy to be retained by the member of the bargaining unit.

APPENDIX H
SOUTH EUCLID-LYNDBURST CITY SCHOOL DISTRICT

CERTIFIED TEACHER REQUEST/AFFIDAVIT FOR ASSAULT LEAVE

In compliance with Article IX, Paragraph J. of the Collective Bargaining Agreement and consistent with the applicable provisions of Ohio Revised Code Section 3319.143, the undersigned teacher hereby requests assault leave:

Name _____ **Date of Filing** _____

Building _____ **Date of Assault** _____

I hereby certify that my absence beginning on _____ (date) is the consequence of a physical or serious psychological injury resulting from an assault or student initiated injury in the course of breaking school rules which occurred in the course of Board employment while on duty on school grounds or in attendance at a school-sponsored function.

I understand that such leave shall not exceed ninety (90) days and that I am required to file a full written report to my building principal/immediate supervisor concerning the assault immediately after having the opportunity to consult with representation of my choice.

I further agree to give written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker(s).

If medical attention is required, I will promptly supply a certificate from a licensed physician stating the nature of the disability and its expected duration and fully understand and agree that the Superintendent may require, in the process of establishing my eligibility for assault leave, an examination by a Board-appointed physician at Board expense.

I understand that failure to follow the appropriate procedures as set forth above or to provide the required information will jeopardize my eligibility for assault leave. Further, I am aware that falsification of either this form, my signed statement or a physician's certificate is ground for suspension or termination of employment under Ohio Revised Code Section 3319.16.

Teacher Requesting Leave **Date**

Physician's Name: _____

Address _____
and Telephone _____
Number _____

APPENDIX J
SOUTH EUCLID-LYNDHURST CITY SCHOOLS

PROFESSIONAL GOAL SETTING FORM

Teachers shall at the beginning of each school year complete the Professional Goal Setting form for the purpose of self-appraisal and self-improvement. This form shall be submitted to the teacher's evaluator prior to October 15th.

A description of professional growth goals should be listed below under appropriate category/categories.

A. PERSONAL

B. INSTRUCTION

C. CLASSROOM MANAGEMENT

D. PROFESSIONAL RESPONSIBILITIES

Building

Teaching Assignment

Teacher's Signature

Date

Principal's Signature

Date

APPENDIX J
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
TEACHER OBSERVATION INSTRUMENT

Name _____

School _____

Subject/Class _____

Date of Pre-Conference (when applicable) _____

1 = Not Successful 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations

| COMPONENTS | Performance level | <u>I. PLANNING AND PREPARATION</u> COMMENTS |
|---|-------------------|---|
| Demonstrating Knowledge of Content and Pedagogy <i>(1a)</i> | | |
| Demonstrating Knowledge of Students <i>(1b)</i> | | |
| Selecting Instructional Goals <i>(1c)</i> | | |
| Demonstrating Knowledge of Resources <i>(1d)</i> | | |
| Designing Coherent Instruction <i>(1e)</i> | | |
| Assessing Student Learning <i>(1f)</i> | | |

| COMPONENTS | Performance level | <u>II. CLASSROOM ENVIRONMENT</u> COMMENTS |
|--|-------------------|---|
| Creating an Environment of Respect and Rapport <i>(2a)</i> | | |
| Establishing a Culture for Learning <i>(2b)</i> | | |
| Managing Classroom Procedures <i>(2c)</i> | | |
| Managing Student Behavior <i>(2d)</i> | | |
| Organize Physical Space <i>(2e)</i> | | |

| COMPONENTS | Performance level | <u>III. INSTRUCTION</u> COMMENTS |
|---|-------------------|-------------------------------------|
| Communicating Clearly and Accurately (3a) | | |
| Using Questions and Discussion Techniques(3b) | | |
| Engaging Students in Learning (3c) | | |
| Providing Feedback to Students (3d) | | |
| Demonstrating Flexibility and Responsiveness (3e) | | |

Teacher's Signature

Date

Principal's Signature

Date

EVALUATOR COMMENTS

TEACHER'S RESPONSE:

Teacher's Signature

Date

APPENDIX J
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
TEACHER PRELIMINARY EVALUATION INSTRUMENT

Name _____

School _____

Subject/Class _____

Date of Pre-Conference (when applicable) _____

1 = Not Successful 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations

| COMPONENTS | Performance level | <u>I. PLANNING AND PREPARATION</u> COMMENTS |
|--|-------------------|---|
| Demonstrating Knowledge of Content and Pedagogy (1a) | | |
| Demonstrating Knowledge of Students (1b) | | |
| Selecting Instructional Goals (1c) | | |
| Demonstrating Knowledge of Resources (1d) | | |
| Designing Coherent Instruction (1e) | | |
| Assessing Student Learning (1f) | | |

| COMPONENTS | Performance level | <u>II. CLASSROOM ENVIRONMENT</u> COMMENTS |
|---|-------------------|---|
| Creating an Environment of Respect and Rapport (2a) | | |
| Establishing a Culture for Learning (2b) | | |
| Managing Classroom Procedures (2c) | | |
| Managing Student Behavior (2d) | | |
| Organize Physical Space (2e) | | |

| COMPONENTS | Performance level | <u>III. INSTRUCTION</u> COMMENTS |
|---|--------------------------|---|
| Communicating Clearly and Accurately (3a) | | |
| Using Questions and Discussion Techniques(3b) | | |
| Engaging Students in Learning (3c) | | |
| Providing Feedback to Students (3d) | | |
| Demonstrating Flexibility and Responsiveness (3e) | | |

| COMPONENTS | Performance level | <u>IV. PROFESSIONAL RESPONSIBILITIES</u> COMMENTS |
|--|--------------------------|--|
| Reflecting and Teaching (4a) | | |
| Maintaining Accurate Records (4b) | | |
| Communicating with Families (4c) | | |
| Contributing to the School and District (4d) | | |
| Growing and Developing Professionally (4e) | | |
| Showing Professionalism (4f) | | |

Teacher's Signature

Date

Principal's Signature

Date

APPENDIX J
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
TEACHER EVALUATION INSTRUMENT

Name _____

School _____

Subject/Class _____

Date of Pre-Conference (when applicable) _____

1 = Not Successful 2 = Needs Improvement 3 = Meets Expectations 4 = Exceeds Expectations

| COMPONENTS | Performance level | <u>I. PLANNING AND PREPARATION</u> COMMENTS |
|--|-------------------|--|
| Demonstrating Knowledge of Content and Pedagogy (1a) | | |
| Demonstrating Knowledge of Students (1b) | | |
| Selecting Instructional Goals (1c) | | |
| Demonstrating Knowledge of Resources (1d) | | |
| Designing Coherent Instruction (1e) | | |
| Assessing Student Learning (1f) | | |

| COMPONENTS | Performance level | <u>II. CLASSROOM ENVIRONMENT</u> COMMENTS |
|---|-------------------|--|
| Creating an Environment of Respect and Rapport (2a) | | |
| Establishing a Culture for Learning (2b) | | |
| Managing Classroom Procedures (2c) | | |
| Managing Student Behavior (2d) | | |
| Organize Physical Space (2e) | | |

| COMPONENTS | Performance level | <u>III. INSTRUCTION</u> COMMENTS |
|---|-------------------|-------------------------------------|
| Communicating Clearly and Accurately (3a) | | |
| Using Questions and Discussion Techniques(3b) | | |
| Engaging Students in Learning (3c) | | |
| Providing Feedback to Students (3d) | | |
| Demonstrating Flexibility and Responsiveness (3e) | | |

| COMPONENTS | Performance level | <u>IV. PROFESSIONAL RESPONSIBILITIES</u> COMMENTS |
|--|-------------------|--|
| Reflecting and Teaching (4a) | | |
| Maintaining Accurate Records (4b) | | |
| Communicating with Families (4c) | | |
| Contributing to the School and District (4d) | | |
| Growing and Developing Professionally (4e) | | |
| Showing Professionalism (4f) | | |

Teacher's Signature

Date

Principal's Signature

Date

**APPENDIX J
NOTICE OF DEFICIENCY(IES)**

This form is to be issued at the time the designated evaluator has a significant concern(s) about the performance of a teacher.

TO: _____

FROM: _____

DATE: _____

Please be advised that I have noted the following deficiency(ies) in the performance of your job based on my observation(s) of _____, which, if uncorrected, may lead to
Date(s) of Observation

the non-renewal or termination of your employment contract.

DESCRIPTION OF DEFICIENCY(IES)

**NOTE TO OBSERVER – identify each deficiency by number and
Describe your conclusion and the basis for it.**

Observer/Evaluator Signature

Date

Principal's Signature

Date

**APPENDIX J
SOUTH EUCLID-LYNDHURST CITY SCHOOL
TEACHER EVALUATION PROGRAM
PLAN OF ASSISTANCE**

Teacher _____ Grade _____

School _____ Date _____

1. Statement of Area(s) Needing Improvement

2. Program to be Followed

3. Monitoring System

4. Final Evaluation of Plan of Assistance

Observer/Evaluator Signature

Date

Principal's Signature

Date

APPENDIX K COMPONENTS OF PROFESSIONAL PRACTICE

PLANNING AND PREPARATION

| | | | | |
|--|--|--|---|--|
| Demonstrating knowledge of content/pedagogy | Knowledge of content | Knowledge of prerequisite relationship | Knowledge of content-related pedagogy | |
| Demonstrating knowledge of student | Knowledge of characteristics (intellectual, social emotional) of age group | Knowledge of students' varied approaches to learning | Knowledge of students' skills and knowledge | Knowledge of students' interests and cultural heritage |
| Selecting instructional goals | Value (high expectations, learning/conceptual understanding, curriculum standards) | Clarity (clearly stated, permit sound assessment) | Suitability for diverse students | Balance (opportunities for different types of learning and coordination within/across disciplines) |
| Demonstrating knowledge of resources | Resources for teaching | Resources for students | | |
| Designing coherent instruction | Learning activities | Instructional materials and resources | Instructional groups | Lesson and unit structure |
| Assessing student learning | Congruence with instructional goals | Criteria and Standards | Use for planning | |

CLASSROOM ENVIRONMENT

| | | | | |
|---|-------------------------------------|---|---|--|
| Creating an environment of respect and rapport | Teacher interaction with students | Student interaction | | |
| Establishing a culture for learning | Importance of the content | Student pride in work | Expectations for learning and achievement | |
| Managing classroom procedures | Management of instructional groups | Management of transitions | Management of materials and supplies | |
| Managing student behavior | Expectations | Monitoring of student behavior | Response to student misbehavior | |
| Organizing physical space | Safety and arrangement of furniture | Accessibility to learning and use of physical resources | | |

APPENDIX K (cont'd)**INSTRUCTION**

| | | | | |
|--|---|---------------------------|-----------------------|---------------------------------------|
| Communicating clearly and accurately | Directions and procedures | Oral and written language | | |
| Using questioning and discussion techniques | Quality of questions | Discussion techniques | Student participation | |
| Engaging students in learning | Representation of content | | Grouping of students | Instructional materials and resources |
| Providing feedback to students | Quality (accurate, substantive, constructive, specific) | | | |
| Demonstrating flexibility and respect | Lesson adjustment | Response to students | Persistence | |

PROFESSIONAL RESPONSIBILITIES

| | | | | |
|--|--|--|---|--|
| Reflecting on teaching | Accuracy | Use in future teaching | | |
| Maintaining accurate records | Student completion of assignments | Student progress in learning | Non-instructional records | |
| Communicating with families | Information about the instructional program | Information about individuals students | Engagement of families in the instructional program | |
| Contributing to the school and district | Relationships with colleagues | Service to the school | Participation in school and district projects | |
| Growing and developing professionally | Enhancement of content knowledge and pedagogical skill | Service to the profession | | |
| Showing Professionalism | Service to students | Advocacy | Decision making | |

**APPENDIX L
SOUTH EUCLID-LYNDHURST CITY SCHOOLS**

JOB SHARE PROPOSAL

The job share proposal is to be completed and submitted to Human Resources on or before March 1st of the school year preceding the job share year. All job share applicants must have three (3) years of service in South Euclid-Lyndhurst City Schools.

SUBMITTED BY:

Name

Current Assignment

Name

Current Assignment

Date of Submission

School Year of the Proposed Job Share

The job we propose to share is (specify grade and/or subjects, classes or assignments which you propose to share; the job you propose to share should be currently held by one of the two proposed job sharers):

Building/Location of the job to be shared

Principal Signature

Assignment:

We propose to share full-time equivalent performance responsibilities for attendance and participation in staff meetings, in-service and training opportunities, team meetings and IEP meetings and the like in the following manner (add pages as needed):

We elect to receive:

- An equal split of the family waiver of benefits to both parties; *or*
- Equal sharing of the full medical plan (hospitalization/prescription, dental, and vision) at a cost of 50% of the full premium payment for each party; *or*
- One party declining the medical plan, allowing the other party the full benefit of the plan with that party paying the regular monthly premium share. In such case the party declining the medical plan will not be entitled to a payment for waiver of the medical coverage; *or*
- Splitting the components of the medical plan among the parties (*i.e.*, one party takes the hospitalization/prescription, the other dental and vision) with the parties to split the normal monthly premium share for family coverage.

In the event approval is given, the teacher who will be returned to the original position is _____ . The teacher who will be returned to a full-time position for which he/she is certificated or licensed is _____ .

REMINDER: Job sharing participants wishing to continue in a job sharing arrangement must reapply prior to March 1st. Please review the Job Sharing Article of the Collective Bargaining Agreement for further details.

Signature of proposed Job Sharers:

Date: _____

Date: _____

Approved Denied

Signature Principal

Date: _____

**APPENDIX M
GRIEVANCE FORM**

Grievance Level _____

Name of Grievant _____

Date of Filing _____

Building: _____

Assignment _____

Date of Prior Grievance Level

Meeting (Informal or Level One) _____

Participants of Prior Grievance Level

Meeting (Informal or Level One) _____

Statement of Grievance: Include a description of the facts upon which the grievance is being filed (including the date, time and location of the occurrence giving rise to the grievance), and the specific provision(s) of the Agreement allegedly violated, misinterpreted or misapplied.

Relief Sought: Indicate the remedy requested

Signature of Grievant _____

Date _____

Signature of Principal/Immediate Supervisor/Superintendent/Designee

(Receipt) _____

Date _____

**APPENDIX M
GRIEVANCE DISPOSITION FORM**

Grievance Level _____

To: Date: _____

This is to inform you that your grievance filed on _____, at Level _ was disposed of as follows:

Principal/Immediate Supervisor/Superintendent/Designee

Date: _____

Date of Hearing: _____

Participants in Hearing:

Grievant/Representative's Signature (Receipt)

Date _____

APPENDIX N
SOUTH EUCLID-LYNDHURST CITY SCHOOLS
CLUB PROPOSAL

(Submit completed proposal to Building Level Review Committee)

| | |
|--|----------|
| School: | Advisor: |
| Name of proposed club: | |
| Name of student proposing club, if applicable: | |
| Attach a list of students interested in joining this club, if applicable. | |
| Will there be a limit to the number of members this club will have? | |
| Rationale for / brief description of club: | |
| This club will meet: Where? | |
| When? | |
| How Often? | |
| Are there any expense(s) involved with this club? If yes, provide reason for expense(s) and an estimated amount. Note: prior approval of the principal is required for payment of expenses. | |
| Comments: | |
| Signature of advisor: | Date: |
| <p>NOTE: At the end of the seasonal or school year's activity, the club advisor will:</p> <ol style="list-style-type: none"> 1. Provide a list of students participating in the club; 2. The actual dates of meetings; and 3. make a recommendation on whether or not the activity should be considered for continuation in the next school year. | |

APPENDIX O

MEMORANDUM OF UNDERSTANDING

NON-CLASSROOM TEACHER OBSERVATION / EVALUATION FORMS

During the 2009-10 school year, a committee appointed by the SELTA President and the Superintendent shall be formed for the purpose of developing a recommendation for observation and evaluation forms which appropriately identify criteria for the observation and evaluation of teaching positions which are not typical classroom assignments. These positions include, but are not necessarily limited to, guidance counselors, psychologists, social workers, librarians, and speech and language pathologists, physical therapists, occupational therapists, and gifted consultant. The recommendation of the committee should be consistent with the current observation and evaluation process. The committee's recommendation shall be submitted to the SELTA President and Superintendent for consideration, and, if agreed upon, shall be an addendum to the Collective Bargaining Agreement. The committee will also be responsible for developing recommendations for implementation of a Peer Assistance Review program.

The committee will consist of approximately equal number of representatives from SELTA and the administration to meet during the 2009-10 school year for the purpose of considering the development of a Peer Assistance Review program (PAR or program). The purpose of this program will be to provide meaningful assistance to entry teachers or any teachers who have been identified through the teacher appraisal process as requiring a plan of assistance. If the parties can reach agreement on a PAR during the 2009-10 school year, the PAR will be implemented during the 2010-11 school year on a pilot basis. Prior to the completion of the 2010-11 school year, representatives of the Board and SELTA will review the program, adopt any agreed upon modifications, and determine whether the program should be continued.

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