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AGREEMENT

between the

EAST CLEVELAND BOARD OF EDUCATION

and

EAST CLEVELAND EDUCATION ASSOCIATION

Effective August 18, 2010 to August 17, 2013

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ARTICLE I – RECOGNITION

- A. The East Cleveland Board of Education (hereinafter referred to as “the Board”) recognizes the East Cleveland Education Association (hereinafter referred to as “the ECEA”) affiliated with the Ohio Education Association and National Education Association, as the exclusive representative of the individuals employed by the Board involved in the instruction, supervision or counseling of students in grades K-12. Individuals presently included in the bargaining unit shall include, but not be limited to, classroom teachers, librarians, guidance counselors, speech and hearing therapists, psychologists, nurses, social workers, and resource teachers. In addition, individuals presently holding positions as in-school suspension monitors, and swimming aides, shall be considered to be within the unit, but may be placed, where appropriate in individual cases, on a designated non-degree column on the salary schedule.

Supervisory and management level employees shall be excluded from the unit and shall include, but shall not be limited to, the Superintendent, assistant to the Superintendent, directors, administrators, principals, assistant principals, district supervisors, administrative coordinators, curriculum specialists, or any other employee who formulates policy on behalf of the District, or who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the District to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or has a major role in personnel administration, or who has the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, to responsibly direct them, to adjust their grievances, or to effectively recommend such action if the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. It is further agreed that these criteria shall be modified in the event Ohio Revised Code Sections 4117.01 (F) and/or (K), which define the terms “supervisor” and “management level employee”, are amended by the state legislature, and that any disagreement which arises over the applicability of these criteria shall be settled through the procedures of SERB.

The recognition granted herein shall preclude recognition of any other organization representing the bargaining unit. Challenges to the ECEA’s status as exclusive representative shall be processed under Chapter 4117 of the Ohio Revised Code.

A substitute employee shall be excluded from the bargaining unit and shall be defined as a person employed on a substitute basis for fewer than sixty (60) consecutive workdays in the same bargaining unit position.

B. Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

1. Employee: Any employee in the bargaining unit defined in Article I, Section A. of this Agreement.

2. Day: A calendar day.
3. Workday: A day on which an employee is scheduled to report for work during the regular school year; during the summer recess, any Monday through Friday when the central administration office is open for regular business, excluding recognized holidays.
4. Immediate Supervisor: The Principal at the school level or, elsewhere, the person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by the ECEA.
5. Superintendent: The Superintendent of the East Cleveland City School District or his/her designated representative.
6. ECEA: The East Cleveland Education Association.
7. Board: The Board of Education of the East Cleveland City School District.
8. District: The East Cleveland City School District.

ARTICLE II – PROFESSIONAL NEGOTIATIONS

- A. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the ECEA.
- B. Not less than sixty (60) days prior to the expiration of this Agreement, or at some other mutually agreeable time, the parties agree to meet for the purpose of negotiating a successor agreement. The purpose of the first meeting shall be to exchange complete negotiations packages which shall consist of written proposals, or statements of issues, to establish any necessary ground rules for future meetings, and to establish a schedule of meetings.
- C. The parties agree to meet and negotiate in accordance with the procedures set forth herein in good faith in an effort to reach agreement on matters raised by the parties relating to items in the negotiations packages. Any agreement reached shall apply to all employees under the contract. The Agreement shall be reduced to writing, presented to the ECEA, and, if adopted, be presented to the Board for its approval, and, if approved, be officially adopted by the Board.
- D. Once the negotiations packages have been exchanged, no new items may be added by either party except through mutual agreement.

- E. During such negotiations, the Board and the ECEA will present relevant data, exchange points of view and make proposals and counter proposals. All public records will be made available to the ECEA upon reasonable request in writing, during normal business hours.
- F. During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No item shall be finally agreed to by the respective negotiating teams until all items have been agreed to.
- G. Every effort shall be made to conclude negotiations within forty-five (45) days from the date the negotiations proposals are exchanged. If agreement is not reached on all issues forty-five (45) days prior to the expiration date of this Agreement or if an impasse exists at an earlier time, the parties will seek to resolve the impasse by requesting that the Federal Mediation and Conciliation Service (FMCS) appoint a Federal Mediator, or if the FMCS services are not available during the mediation period, by requesting that the State Employment Relations Board (SERB) appoint a SERB mediator. This process of mediation constitutes the parties' mutually agreed upon dispute resolution procedure under Revised Code Section 4117.14(C) and no other dispute resolution procedure except mediation shall be required.
- H. Negotiating sessions between the Board and the ECEA shall be closed to the press and the public.
- I. There shall be no publicity releases except those mutually agreed upon by the parties until after the expiration of the negotiation period as provided in Section G. This is not to preclude the ECEA bargaining team from reporting to its members nor the Board's bargaining team from reporting to the members of the Board. During the negotiation period as provided in Section G, neither bargaining team nor the individual members thereof shall report nor cause to be reported information concerning bargaining to the other party's membership.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is a claim by an employee, group of employees, or the ECEA that there has been a violation, misinterpretation, or misapplication of the specific term or terms of this Agreement.

B. Procedure

The purpose of the grievance procedure is to reach an equitable solution consistent with the terms of this Agreement in the shortest time at the lowest administrative level possible. If the grievance involves more than one work location or a group or class of employees and the Immediate Supervisor is without authority to grant the relief sought,

or arises from the action or inaction of an administrator above the level of the Immediate Supervisor, it may be filed initially with the Personnel Director at Step 3 of the grievance procedure and the informal discussion may be waived by either party.

Step 1. Informal Discussion

An employee or the ECEA with a claim that the basis exists for a grievance shall discuss the grievance with the Immediate Supervisor informally.

Step 2. Immediate Supervisor

If the informal discussion in Step 1 does not provide a satisfactory disposition of the grievance, ECEA may submit the grievance in writing to the Immediate Supervisor on the Grievance Form found in Appendix A within twenty (20) work days after the grievant had knowledge, or reasonably could have had knowledge, of the event or condition giving rise to the grievance. A written decision is to be rendered by the Immediate Supervisor to the ECEA within five (5) work days of presentation of the grievance form.

Step 3. Personnel Director

If the grievance is not resolved at Step 2, the grievance may be presented by ECEA to the Personnel Director within five (5) work days after receipt of the decision of the Immediate Supervisor under Step 2. The Personnel Director will render a written decision to the ECEA within five (5) work days of presentation of the grievance.

Step 4. Arbitration

If the grievance is not resolved at Step 3, ECEA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so within twenty (20) workdays of failure of resolution at Step 3. ECEA shall then request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. The arbitrator shall be chosen from a list of seven (7) names furnished by the American Arbitration Association. Either party shall have the right to reject one list of arbitrators and to direct the AAA to submit a new list.

The arbitrator's decision shall be binding on all parties including, but not limited to, the Board, the grievant, and the ECEA. The cost of arbitration shall be borne equally between the Board and the ECEA.

C. Stipulations

1. The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment or promotion process, nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the ECEA or its officers be placed in

jeopardy or be the subject of reprisal or discrimination for having followed the grievance procedure.

2. The grievant shall be entitled to be accompanied by a representative designated by the ECEA President or Grievance Chairperson at any stage of this procedure.
3. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate at the level of the procedure. Further, it is agreed that the investigating and processing of any grievance shall be conducted in a professional manner at such time and in such ways as not to cause interruption or interference with established teaching schedules and duties and are consistent with past practice. There shall be no releases regarding the grievance to the news media during the processing of a grievance.
4. The Administration will cooperate with the Grievance Committee in its investigation of any grievance.
5. Since it is important that grievances be processed as expeditiously as possible, the number of days stipulated shall be considered maximum. However, the time limit may be extended for just cause by mutual written agreement. The absence of a party-in-interest shall constitute just cause for time limit extensions of up to five (5) days.
6. The time limitations set forth hereinafter for the submission of a grievance at any step shall be deemed of essence, and the failure by the ECEA to submit a grievance within the time specified shall be deemed an abandonment of that grievance.
7. A grievance may be submitted within the timeline but shall not be processed until it is assigned a grievance number by the ECEA President/designee.
8. Settlements between the parties at any stage short of arbitration shall bind the immediate parties and the ECEA to the settlement and shall be deemed binding precedent in any later grievance proceeding unless the Board and the ECEA agree otherwise.

ARTICLE IV – RIGHTS OF THE BOARD

The Board and the ECEA agree that the Board retains all of the management rights vested in public bodies as set forth in Section 4117.08(C) of the Ohio Revised Code. In addition, except as may be expressly limited by law or by some express provision of this agreement, it is understood and agreed that the Board and those empowered to act for and under the Board retain the authority with regard to all matters relating to the operation, management, planning and direction of the school system, and of the schools and of personnel employed therein including, but not limited to, finances, staffing, standards and employment.

ARTICLE V – ECEA AND EMPLOYEES RIGHTS AND RESPONSIBILITIES

A. Access to School Facilities

The ECEA shall have the right to use school buildings upon written request and approval from the appropriate administrator at all reasonable hours for meetings. No charge shall be made for the use of school buildings unless special custodial assistance is required. Meetings shall not be held during the time the employees are required to be in class.

B. Duly Authorized Representatives

Duly authorized representatives of the ECEA and their respective affiliates shall be permitted to transact official business on school property at all reasonable times and after checking in with the principal and stating the reason for the visit. However, the disturbance of an employee who is in the process of conducting a class shall be in accordance with the building procedures regarding visitors.

C. ECEA President’s Released Time

The ECEA President shall have available a maximum of ten (10) days leave during the school year to attend to ECEA business. The ECEA shall be obligated to pay the costs of substitutes on any days used for this purpose by the ECEA President; pay shall be at the going rate established by the Board for substitute pay. The days may be taken in half-day installments. Two (2) work days’ prior notice shall be given to the Personnel Director and the Immediate Supervisor prior to the use of this leave.

D. Discipline of Employees

1. Discipline

No employee shall be disciplined or deprived of any professional benefits without just cause. If disciplinary action is warranted, the principle of progressive corrective action will be followed. It is expected that most cases will be handled with an informal oral warning without formal disciplinary action. No record of such informal oral warnings shall be made in the employee’s file. An oral warning may occur in the presence of an ECEA representative.

a. Formal Disciplinary Action

Formal disciplinary action shall be commensurate with the severity of the offense. Formal disciplinary action will include written reprimand(s) and, in cases of a serious nature, temporary suspension(s) with or without pay or termination.

b. Conference

No employee shall be disciplined pursuant to Section D.1.a. above without first giving the employee a conference for the purpose of addressing the grounds for the discipline. Prior to any conference, the employee and the ECEA President shall be given written specification of the grounds for the discipline. Such written specification may not be placed in an employee's personnel file until and unless formal action is taken to discipline the employee. At the request of the employee, a reasonable extension of the conference date, not to exceed three (3) workdays or the first available day following the absence when the parties-in-interest can be present, shall be granted. At the conference, the employee and the employee's ECEA representative may present information which is pertinent to the grounds for the discipline. If discipline is imposed, the employee and the ECEA President shall be advised in writing of the discipline imposed.

c. Termination

Suspension pending termination and terminations shall be in accordance with the Ohio Revised Code.

d. Representation

An employee shall have the right to a representative at any investigatory conference which an employee reasonably believes may lead to disciplinary action.

e. Removing Disciplinary Material from Personnel File

Upon the employee's request, written reprimands and/or letters of a disciplinary nature will be removed from the employee's personnel file providing that twenty-four (24) months have elapsed after the effective date of the reprimand and/or letter and providing there are no intervening reprimands or disciplinary letters during the twenty-four (24) month period.

2. Complaints

Any discipline of an employee on the basis of a complaint by someone other than Board supervisory/administrative personnel may occur only after the matter is reported by the administrator in writing to the employee and the employee has had the opportunity to discuss the matter with his/her immediate supervisor. If the employee disputes the factual accuracy of the complaint, the complaint may not be placed in the employee's personnel file nor may any other action be initiated, other than required by law, from the complaint until the employee has had the opportunity to meet in the presence of the immediate supervisor the

person making the complaint, except in the case of a student whose parent or guardian does not permit such a meeting or in the case of sexual harassment. Such procedure shall not serve to deny to an employee any rights provided elsewhere in this Agreement. The employee shall be entitled to have present at such conference a ECEA representative.

E. ECEA Released Time

In order to administer this agreement and to facilitate the processing of grievances, the President, Grievance Chairperson and/or building representative will be permitted to leave their buildings following the dismissal of students. However, this should not interfere with the fulfillment of their professional responsibilities for individual assistance to students, parent conferences, and the like. The Immediate Supervisor shall be notified whenever an individual is going to another school building prior to the conclusion of the contractual school day. Arrangements for the use of released time for negotiations shall be made by the bargaining teams.

F. Board Meetings and Agenda

The ECEA shall be notified of all Board meetings as much in advance as possible. The ECEA shall receive a copy of the agenda and minutes for each Board meeting.

G. Employee Orientation Meetings

The ECEA shall be afforded an opportunity to address new employees during the orientation days. This opportunity includes a general meeting, if scheduled, or meetings in the individual schools. If there is a general meeting of employees new to the staff of the East Cleveland Schools, any address by the ECEA shall take place at that time.

H. ECEA Input

The Board shall keep the ECEA informed and shall seek the ECEA's input through the ECEA President, who may consult with his/her Executive Committee, concerning new or modified fiscal policy, budget or tax programs, and construction programs. The ECEA shall be adequately represented on any committees concerned with revisions of educational policy, curriculum, discipline and the like. One or more representatives of the ECEA shall be afforded the opportunity to participate in any school committee engaged in formulating programs or project in which employees might be required to participate from the inception of the committee. ECEA representatives shall be appointed by the ECEA President who shall provide the names of the appointees within the time periods specified by the member of the administration establishing the committee.

I. Job Descriptions and Qualifications

The Board shall be responsible for providing each school site with a set of complete and current descriptions of jobs and qualifications.

J. ECEA Meetings

The third Thursday of each month shall be provided for meetings of the ECEA. On that day, those persons who are eligible for membership in the ECEA shall not be required to attend other District meetings. In case of extreme emergencies, the Superintendent and the President of the ECEA may make other arrangements regarding the particular day of the month reserved for the ECEA meeting.

K. Names of New and Retiring Employees

Upon request to the Superintendent, the ECEA President will be provided with the names and addresses of all new employees and all employees who are retiring or who are on unpaid leave. The Superintendent reserves the right to withhold the name of any retiring employee who asks that his/her name be withheld.

L. Professional Dues/Fair Share Fee

1. Professional Dues Deduction

Employees may have annual membership dues to the ECEA and any of its affiliates deducted from eighteen (18) paychecks in equal installments beginning with the fourth (4th) paycheck issued each school year. Such deductions for an employee whose written authorization is submitted after October 1 shall be made in equal installments from the paychecks remaining in that school year. Dues deductions shall not be provided for other organizations. The Board will deduct and promptly remit to the ECEA the amount specified by the ECEA in payment of current membership dues provided that the Treasurer has first received for each employee from whose salary such deductions are to be made a written assignment duly authorizing and directing the Board to do so.

ECEA membership shall be continuing from year-to-year unless revoked by the member in writing with copies to the Board Treasurer and the ECEA Treasurer on or before September 1 of any school year. The ECEA Treasurer shall provide the Board Treasurer with a list of all members and the amount of unified dues and fair share fees by October 1 of each school year.

The balance of the annual deduction shall be deducted from the final paycheck of an employee resigning from employment, receiving an unpaid leave of absence, or whose employment otherwise has been terminated after such deductions have begun. In the case of a leave of absence when the balance cannot be deducted

before the leave begins, the amount shall be deducted from the first paycheck upon the employee's return from leave.

The ECEA agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Treasurer under this provision or in reliance on any assignment or revocation furnished to the Treasurer provided such assignment or revocation was in accordance with the terms of this provision.

2. Fair Share Fee

The ECEA will provide a list of employees who are not ECEA members to the Board Treasurer by December 1 of each school year and the amount of the fair share fee. The Board Treasurer will deduct the fair share fee from the paychecks of such employees in equal installments from paychecks for that school year to be issued after January 15. In the case of new employees hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of sixty (60) days employment as an employee or January 15. The fair share fee shall be equal for all nonmembers, and shall not exceed dues paid by members. It shall be the responsibility of the ECEA to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. No employee is required to become a member of the ECEA.

The ECEA shall indemnify and hold the Board harmless for any cost expended against any and all claims, demands, suits, or other forms of liability that may arise out of or are in any way related to the deduction of fair share fees or the operation of this fair share fee arrangement. The ECEA further agrees to assume the defense of the Board and the Board agrees to cooperate with the ECEA and its counsel in the defense of any suit, claim, or proceedings arising out of this fair share fee agreement.

M. ECEA Announcements

ECEA representatives shall be allowed to present brief announcements at the close of a faculty meeting or by use of the intercom when students are not present in the building.

N. Bargaining Unit Roster

ECEA shall be provided a current bargaining unit roster no fewer than two (2) times annually on September 15 and February 15. Such roster shall include the following information about each employee, listed alphabetically by the employee's name: home address, home telephone number (unless unlisted), work location, and job assignment.

O. Leave for State or National Office

Upon request of ECEA, an employee elected to a state or national office of an affiliated professional organization will be granted an unpaid leave of absence to serve in such office. The employee shall provide no less than thirty (30) days written notice in advance of the effective date of the leave. An employee who is elected or appointed to serve in such office in a full or part-time position that qualifies as a teacher professional organization (TPO) position under the rules of the State Teachers Retirement System (STRS), upon proper application, shall be reassigned without pay, except as hereinafter recited, for the purpose of accepting such position. The TPO will reimburse the Board, as outlined in Appendix L attached hereto, for the costs associated with any employees so reassigned. Subject to reimbursement as specified by Appendix L, the Board shall pay employees granted such leaves an amount equal to the sum of:

- A) Salary for regular teaching contract salary in effect immediately prior to the leave and reassignment, adjusted incrementally under the salary schedule; and
- B) Payments under supplemental or extended contracts actually performed or in place immediately prior to the leave and reassignment; and
- C) An additional amount of salary per year pursuant to a supplemental contract equal to pay at the per diem salary rate under (a) for additional days per school year calculated by subtracting the number of paid employee work days set forth in this Agreement from 250.

Employees granted such leaves of absence shall continue to accrue seniority for salary increments and seniority for all other purposes as though they were in regular service. Upon return to service, they shall be placed in the departmental and school assignment which they left, or one mutually agreed upon, with all accrued benefits, seniority and increments that they would have earned had they been in regular service.

The Board shall make all required contributions to STRS Ohio for the regular teaching contract salary and the supplemental TPO contract salary paid to the employee while on such leave of absence.

The duration of the Supplemental Agreement may exceed one (1) year and the length will be as agreed to and signed by the teacher, the Board President, and the Board Treasurer, in the Supplemental Limited Contract.

This provision applies notwithstanding any other provisions of the Agreement.

P. ECEA Business Leave

Six (6) workdays per regular school year shall be available to the President of the ECEA for the purpose of attendance at meetings related to the professional activities of the ECEA. Nine (9) workdays per regular school year shall be available to elected or designated delegates of the organization for the purpose of attendance at meetings related

to the professional activities of the organization. The Board shall provide substitutes. Workdays above the total of fifteen (15) workdays up to a maximum of thirty (30) workdays per year shall also be available to elected or designated delegates of the organization for the purpose of attending meetings related to the professional activities of the organization. The cost of paying for substitutes above fifteen (15) workdays up to the maximum of thirty (30) workdays shall be divided equally between the Board and the ECEA.

Q. Employee Assistance Program

The District shall maintain a voluntary employee assistance program for employees.

R. Employee Relations Meetings

Representatives of the Board and the ECEA shall meet monthly at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to discuss other matters that may arise. These meetings are not intended for the purpose of negotiation nor to bypass the grievance procedure. Each party will submit to the other, one work day prior to the meeting, an agenda of the matters it wishes to discuss. Such meeting may be cancelled by either party.

S. ECEA Committee

The ECEA Building Representatives (BRs) in each school shall constitute an ECEA Committee of no more than five (5) BRs. Where there are not three (3) ECEA BRs in a school, the ECEA members in that school shall select additional representatives to comprise those three (3) members. Where there are more than five (5) ECEA BRs in a school, the ECEA shall determine the manner in which the five (5) BRs will be selected. The committee shall meet as needed, but not less frequently than monthly with the principal and/or assistant principal for the purpose of reviewing the administration of this Agreement or other matters within that school. These meetings are not intended for the purpose of bypassing the grievance procedure. Such meetings may be postponed by either party or cancelled by mutual consent.

ARTICLE VI – PERSONNEL FILES

Employees and/or employee's ECEA representative, shall have the right to have access to their personnel files in the presence of the Human Resource Director or his/her designee at any time during the normal work day, providing this does not interfere with the employee's assigned duties. (Employees are encouraged to make appointments in advance of a review of the files.) Only the Superintendent shall have the right to place material in an employee's file.

Materials in the file must be job-related, and the employee shall have the right to place a written response in the file to any material contained therein. No item from any anonymous source may be placed in the personnel file. A copy of any material placed in the file subsequent to the

adoption of this agreement shall be provided to the employee. An employee shall be entitled to copy his/her file at a nominal fee.

There shall be no more than one (1) personnel file maintained for each employee. The personnel file will be maintained in the Superintendent's office. An employee's immediate supervisor may maintain a temporary personnel file which may include only evaluation documents for evaluations in progress or other documents in transit to the official personnel file and which will be purged at the end of the school year.

ARTICLE VII – EMPLOYEE'S DAY AND YEAR

A. Day

The length of the work day shall be as follows:

Total Time

Senior High School – 7 hours, 40 minutes
Middle School – 7 hours, 40 minutes
Elementary School – 6 hours, 45 minutes

The elementary school day shall be scheduled as follows:

Employees report to school at 8:30 a.m.
Employees' day ends at 3:15 p.m.
The student day shall not exceed six (6) hours and twenty (20) minutes.

All employees will have a duty-free lunch period of at least thirty (30) minutes. The high school day will not begin earlier than 7:00 a.m. nor end after 8:00 p.m. except in individual cases as mutually agreed by the Board and the ECEA. Any assignment that begins before 7:45 a.m. or extends beyond 4:30 p.m. shall be strictly voluntary. The middle school day will not begin earlier than 7:45 a.m. nor end after 4:30 p.m. except in individual cases as mutually agreed by the Board and the ECEA.

The salary schedule anticipates that employees will remain after the end of the school day, or report before the start of the school day in the case of high school/extended day programs to attend faculty or other professional meetings. Over a school year there shall be no more than nine (9) such meetings, each no more than one (1) hour in length. All faculty or other professional meetings shall be scheduled with three (3) workdays advance notice.

Every Wednesday there shall be an early dismissal of middle and high school students. Two Wednesdays shall be dedicated to faculty meetings, i.e. as scheduled by the District in the 2009-2010 school year. The remaining Wednesdays shall be dedicated to collaborative meetings to address District initiatives and issues as assigned by the

Administration. Those meetings shall have mandatory attendance. Documentation of the meeting's content shall be provided on form in Appendix M.

The maximum hours of student attendance required by state law shall be maintained on these days. Also, employees shall attend not more than one (1) evening meeting in a school year. Released time shall be provided for the first of the evening meetings.

Teachers at the secondary level shall have daily preparation time of one (1) regular class period. The teaching load at the secondary level shall not exceed 275 minutes, (exclusive of lunch period, homeroom assignments and passing time, but inclusive of study hall assignments and other student supervision periods). If a classroom assignment above 275 minutes is made, it shall be proportionately compensated in accordance with the individual employee's rate of pay, except in the area of physical education, art, home economics, and industrial arts, where classroom assignment above 275 minutes may be substituted for the homeroom duty. Minutes beyond 275 that do not add additional teaching duties – additional preparation and/or recordkeeping – (to a maximum of 25 minutes) will be calculated as follows:

$$\frac{(x) - 275}{430} \text{ times salary} = \text{additional pay}$$

X = total minutes of assigned day

Minutes beyond 275 that involve additional preparation and/or recordkeeping or more than 25 additional minutes will be calculated as follows:

$$\frac{(x)}{275} \text{ times salary} = \text{additional pay}$$

X = total minutes of assigned duty

B. General Supervision of Students

The parties recognize that it is a shared responsibility to insure the safety of students, colleagues, and visitors to the District. Additionally, maintaining a calm environment provides an optimal environment for learning. Further, teachers are legally responsible for the safety and well-being of students during all aspects of the school day, authorized extensions of the school day and during times for extracurricular activities.

1. General supervision time shall not be construed as a part of the two hundred seventy-five (275) minutes of assigned time which is the contractual limitation.
2. Employees at the secondary level shall exercise general responsibility for student supervision by standing in their doorways during student passing times and two minutes before the first student bell. Staff and building administration are collectively responsible for clearing the hallway at the end of the student day.

3. Elementary teachers are collectively responsible with the building administrators to clear the grounds at the end of the day.

No employee shall be scheduled for more than three (3) consecutive assignments, inclusive of study halls, except that either a hallway or cafeteria duty may be assigned above the three (3) consecutive assignment limit. However, in no case shall an employee be assigned more than 180 consecutive minutes.

An employee required to attend an individualized education program (IEP) or meeting or an intervention-based multi-factor evaluation (IBMFE) meeting held outside the school day shall be compensated for such time at the hourly rate specified for BA, Step 1.

C. Hall Monitoring

The position of Hall Monitors at Heritage Middle School and Shaw High School will be posted in accordance with Article XV. The terms of employment will be: 25 minutes per day (provided that the total minutes of assigned time does not exceed 300 minutes per day, per employee). Pay will be per this formula:

$$\frac{(x) - 275}{430} \text{ times one's daily rate} =$$

additional pay per day. Pay will be for days actually worked, only. Terms of employment will be in accordance with the negotiated Agreement and individual employment contracts for this assignment will not be issued.

The positions will be filled on a voluntary basis through application procedures. Employees shall be free to relinquish the assignments by providing a five (5) days' advance notice. Employees may be dismissed from hall monitor assignments by providing the employee(s) with five (5) working days' advance notice, at the sole discretion of the Principal.

D. Year

The school year shall consist of 189 days as follows:

The first three (3) days of the school year will include three (3) employee work days. The first day will be reserved as employee work day exclusively. The last two (2) days will be reserved for District and/or building staff development.

One (1) employee work day which shall be scheduled for the weekday immediately following the last day of student attendance for the school year.

In addition to the 189 day calendar, one (1) optional staff development day at the beginning of the school year and one (1) optional employee workday without students

between the first and second semesters. Employees must be in attendance on each day to receive compensation at their respective per diem rates for the day. Payment will be included in the paycheck with the first pay check in October and March, respectively. The Board agrees to retain these optional days for the life of this contract. The Board reserves the right to discontinue these days thereafter.

- Five (5) holidays (four Holidays if school starts after Labor Day, in which case the school year shall consist of 188 days.)

- 180 days in session. The equivalent of two of these days shall be used for parent-employee conferences which shall occur in the fall and spring of each school year. The fall conferences will begin in the evening after a school day (2:00 p.m. – 5:00 p.m. and 6:00 p.m. – 8:00 p.m.) during which students will not be attending school, with the Wednesday before Thanksgiving as a compensatory paid day off. The spring conferences will begin on two evenings after a school day (5:00 p.m. – 8:00 p.m.), with the Friday before Memorial Day as a compensatory paid day off.

Schools shall be closed on NEOEA Day, the days before and after Thanksgiving, and Good Friday.

The Superintendent or her designees will meet with a committee of three employees from the ECEA appointed by the ECEA President for the purpose of preparing two calendar proposals for the opening and ending dates of the school year and two calendar proposals for the winter and spring breaks and the determination of the spring compensatory day. These proposals shall be submitted to a vote of the employees of the system, and the proposals receiving the most votes shall be recommended by the Superintendent to the Board for adoption. To the extent possible, an identical procedure shall be followed if the District is required to make up any “calamity days.”

All employees shall receive a copy of the calendar for the forthcoming year prior to the close of school year.

E. Compensatory Pay for Special Education Teachers

Special education teachers who are responsible for the preparation and maintenance of IEP's will be paid a supplemental equivalent of two days per diem. The Board reserves the right to withhold pay if the IEP is not prepared or completed to the satisfaction of the immediate supervisor by the IEP anniversary date.

F. Professional Development Academies

1. There shall be mandatory training for District initiatives. Such training shall be presented through professional development academies.

A subcommittee of Curriculum Council shall collaborate with the Superintendent to create topics for the professional development academies. One academy shall be presented in the Spring. One academy shall be presented during the Summer recess.

2. Teachers shall participate in a minimum of three (3) hours of academy sessions per year. For purposes of this section, a year shall be August 1 through July 31.
3. Teachers shall be paid an hourly rate pursuant to Article XXVIII, Section W for attendance at the academy sessions.
4. Non-participation in the required academy hours shall be noted in the evaluation process and may result in discipline up to and including termination.

ARTICLE VIII – ELEMENTARY PLANNING TIME

It is recognized that the classroom teacher is responsible for the education of the class, and therefore, must work in close association with any specialist to whom responsibility may be temporarily shifted.

It is likewise recognized that teachers need in-school time for planning, conferences, and general preparation without constant interruptions or the responsibility of classroom management.

Elementary (K-6) teachers shall not be required to remain in their classrooms when specialist teachers are in charge of the class. This time shall be used as planning time only and elementary (K-6) teachers shall have at least two hundred twenty-five (225) minutes of such preparation time per week. The planning time shall be in blocks of time of not less than forty (40) consecutive minutes each.

ARTICLE IX – CLASS SIZE AND OTHER CONDITIONS

A. Pupil/Employee Ratio

The Board recognizes its responsibility to maintain a pupil/employee ratio that is consistent with sound educational policies within the limitations of financial capabilities and the physical plant.

B. Minimum Travel Time

An employee assigned to more than one building during the same workday shall be entitled to a minimum travel time of thirty (30) minutes from the end of the last assignment in one building until the beginning of the assignment in the other building. Such travel time shall not be considered as preparation/planning time nor serve to reduce the employee's duty-free lunch period.

C. Medical Administration

Except in health threatening situations, the administration of medication to students shall be administered only by a school nurse or by an administrator.

D. Administrative/Supervisory Duties

An employee may not be requested nor required to perform the duties of administrative or supervisory employee except in a temporary emergency.

E. Employee Relocation

An employee whose classroom assignment or program has been relocated within the same building shall be given one (1) workday of released time to accomplish such relocation. An employee whose classroom assignment or program has been relocated to another building shall be given two (2) workdays of released time to accomplish such relocation. If students are present on such days, the students shall be relocated from the employee's classrooms during such relocation.

F. Classroom Interruptions

Classroom interruptions by the public address system are to be kept at a minimum. Alternatives to general announcements shall be used whenever possible. Classrooms shall be free of interruptions by custodial and maintenance work, except in emergencies.

G. Student Learning Stations

Classrooms established for specialized purposes, such as but not limited to laboratory classrooms and typing/keyboarding classrooms, shall have no more students assigned to such classrooms than the number of student learning stations provided in the classroom.

H. Student Performances

An art and/or music teacher required to present an after-school or in-school performance program by students, with the approval of the immediate supervisor, shall be provided sufficient released time to prepare and rehearse said program. A substitute employee shall continue the classes of the teacher released or a class coverage will be provided.

ARTICLE X – PUPIL DISCIPLINE, RESPONSIBILITY TO REPORT ASSAULTS

A. Uniform Discipline Code

The Uniform Discipline Code policy shall be reviewed annually before March 15 for recommendation to the Board for approval of any change. Such code shall be reviewed

first by the Student Discipline Committee at each school. Each such committee shall recommend to a District Student Discipline Committee any proposed changes to the Uniform Discipline Code.

1. The District Student Discipline Committee shall consist of eight (8) employee representatives appointed by the ECEA President and eight (8) representatives appointed by the Superintendent. In addition, the Superintendent and the ECEA President or designee shall serve on the District Student Discipline Committee as non-voting members. Employee positions on the District Student Discipline Committee shall be posted in accordance with Article XV and shall be appointed by the ECEA President. Such representatives may include employees, administrators, parents, and students.
2. The Superintendent shall serve as Chair of the District Student Discipline Committee and shall exercise the executive and administrative functions thereof.
3. All meetings and other work of the District Student Discipline Committee shall be conducted during the regular workday or after the regular workday at the hourly rate established in BA, Step 1.
4. The purpose of the meetings shall include, but not be limited to, the following:
 - a. Discuss employee and administrator concerns regarding the disciplinary climate and any disciplinary problems that occurred during the semester.
 - b. Foster improved communications relating to discipline.
 - c. Attempt to resolve disciplinary issues.
 - d. Review the Uniform Discipline Code and make desired recommendations for change.

B. Building Guidelines

At Shaw and Heritage, Student Discipline Committees shall be formed consisting of the principal, all Unit Principals, and four (4) representatives appointed by the ECEA President. At each elementary school, Student Discipline Committees shall be formed consisting of the Principal and his/her designee and two employees appointed by the ECEA President. Each Discipline Committee shall meet at least twice during each school year during the regular workday or after the regular workday at hourly rate established in BA, Step 1. When released time is required for these meetings, meetings shall be held when class coverage is reasonably available. The Principal shall act as the facilitator for the meetings. The purpose of the meetings shall include, but not be limited to, the following:

1. Discuss employee and administrator concerns regarding the disciplinary climate and any disciplinary problems that occurred during the semester.
2. Foster improved communications relating to discipline.
3. Attempt to resolve disciplinary issues.
4. Review the Uniform Discipline Code and make desired recommendations for change to the District Student Discipline Committee.

The responsibility for the maintenance of proper discipline and order within each school building is recognized as being the shared responsibility of employees and administrative personnel. Therefore, each school principal, with input from the Student Discipline Committee, shall develop a set of written guidelines for the handling of student disciplinary problems. These guidelines shall include, but not be limited to, the rules and regulations of the school, expected standards of student behavior, and the procedures for handling disciplinary problems. Such guidelines shall be consistent with the Uniform Discipline Code described above and this Agreement and shall be reviewed with the Student Discipline Committee for the school.

Once the above-mentioned guidelines are developed, they shall be recommended by the building principal for approval to the Superintendent and, in turn, to the Board. Procedures relating to school discipline shall include the relationship of the employee to the administrative personnel in respect to discipline, procedures for the referral of students, the handling of discipline cases and emergencies in the absence of the school principal, etc.

The guidelines shall be explained at the beginning of each school year by the building principal or his/her designee and each employee shall receive a copy. Each year, in the later portion of the second semester, the guidelines shall be reviewed by the principal and the Student Discipline Committee for possible revision for the coming year.

Immediate Supervisors shall explain employees' rights and obligations in relation to the suspension, expulsion or emergency removal of pupils in accordance with Section 3313.66, Ohio Revised Code, at a staff meeting in the first month of each school year.

C. Emergency Removal Procedures

1. Emergency Removal

If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, the employee may remove the student from curricular or extracurricular activities under the employee's supervision.

2. Written Referral

As soon as practicable after making such a removal, the employee shall submit in writing, using the appropriate written referral form, to the principal the reasons for such removal. In the event of an alleged assault involving a student and employee, the employee shall report such allegation immediately to the principal and shall file a written report with the principal as soon as practicable. All written referrals shall be submitted no later than the beginning of class of the next day. Employees who remove students from class without submitting the appropriate written referral form as soon as possible, and in no event later than the beginning of class of the next day, shall be subject to progressive disciplinary action.

3. Disposition of Referral

When an employee sends a student with a disciplinary referral form to the principal, the principal shall report to the employee in writing the disposition of the referral, including the probable consequences to the student if the behavior recurs, before the student may be returned to the employee's supervision. If the principal elects to return a pupil prior to the expiration of twenty-four (24) hours, the employee shall be provided with written/oral reasons for the reinstatement of the pupil.

4. Investigation

Following receipt of an employee's report of an alleged assault, the principal shall conduct a reasonable investigation of the incident.

D. Suspension/Expulsion Hearings

If a student is removed because he/she poses a contributing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, the employee who ordered, caused, or requested the removal of the student that leads to a hearing regarding suspension or expulsion of the student shall be allowed to be present at such hearing.

E. Student Advisory

An employee shall be advised confidentially when a student assigned to the employee is known by the immediate supervisor to have a record of repeated suspensions and/or expulsions for violent behavior, or who is known by the employee's immediate supervisor to have been convicted of committing a criminal offense involving violence. Employees who are advised under this section shall not discuss the student's behavior, academic standing, or home life, with support staff or other educators, unless professional advice is being sought.

F. Identification Badges

All persons in school buildings shall wear identification badges issued by the Board. Such badges shall include a photograph of the person in the case of school personnel and students.

ARTICLE XI – STANDARD SUPPLIES AND EQUIPMENT

A. Equipment, Tools, Supplies, and Materials

Each employee may request equipment, supplies, and instructional materials for use in performance of the duties of the employee. The Board shall provide to or make available to each employee all equipment, supplies, and other materials in good, usable, and working condition. Employee recommendations shall be considered regarding the specifications for such items before such items are purchased.

B. Requisition Procedure; Photocopy Equipment; Access

Employees who have difficulty obtaining supplies or equipment or accessing equipment shall notify the Immediate Supervisor in writing concerning the problem. The Immediate Supervisor shall attempt to resolve the problem and shall provide the employee with a written response to the problem.

A standard equipment and supply list shall be made available to employees throughout the District for ordering equipment and supplies. Items not reflected on the standard equipment and supply list may be written in the “other equipment and supplies” line or requisitioned in accordance with building procedures. Requisitioning procedures by building shall be made available to all employees.

There shall be access to photocopy equipment in each building.

Employees who have difficulty obtaining access to supplies or equipment may file a grievance after providing the Immediate Supervisor with an opportunity to resolve the matter in accordance with paragraph one of this Section.

C. Instructional Materials

The Board shall provide to each employee the texts required in the employee’s daily responsibility and a copy of the teacher’s edition of all texts used. The Board shall make every effort to provide to each employee all equipment required by the respective District Courses of Study.

D. Delivery of Supplies and Materials

Upon request, books, other materials and supplies too large for an employee's mailbox shall be delivered to the classroom or office of the employee by the Board.

E. Reproduction of Materials

Reproduction of instructional materials shall continue to be provided by the Board to each employee on a reasonable turn-around basis. Adequate photocopying and duplicating machines shall continue to be provided for employee use in each school.

ARTICLE XII – FACILITIES

A. Cleanliness and Repairs

It shall be the responsibility of the Immediate Supervisor to see to it that facilities are kept clean and in good repair. It shall be the responsibility of the employees to promptly notify the Immediate Supervisor when either equipment or classrooms are in need of repair. The Immediate Supervisor shall follow necessary procedures in dealing with repairs and repairs shall be dealt with promptly within the limits of available resources. Upon the request of the employee, lockable storage facilities shall be provided sufficient for employee's reasonable personal belongings plus books and supplies for which the employee is to be held accountable.

Employees shall, insofar as practical, maintain an orderly classroom.

B. School Buildings Inspections

Whenever school buildings have been tested for asbestos, radon, or other contaminants or pollutants and results are received by the Board, the ECEA President will be provided a copy of the results of such tests and any written recommendations made by the persons conducting the test(s).

C. Employee Health and Safety

1. The Board shall provide a safe and healthful workplace in accordance with the provisions of Chapter 4167 ORC.

2. Retaliation Prohibited

An employee who believes he/she has been discharged or otherwise discriminated against by any person in violation of Section 4167.13 of the Ohio Revised Code may elect to pursue a grievance as the sole remedy for any such violation in accordance with Article III of this Agreement to obtain any appropriate relief.

D. Building Communications

Each classroom or similar assigned work area shall be equipped with a telephone or comparable communication device as part of the current District reconstruction plans. The Board will provide at least one (1) telephone on each floor of each school building. The Board shall provide one school telephone in each school where employees may make calls in private.

E. Employee Parking

Off-street parking facilities shall be provided for employees at each work site as part of the current District reconstruction plans.

F. Air Conditioning

All instructional, working, and common areas of all schools shall be heated and air-conditioned as part of the current District reconstruction plans.

G. Employee Facilities

Workroom, lunchroom, and rest room, facilities shall be provided. Such areas shall be exclusive to employees. Rest room facilities for men and women shall be separate. This section shall be as part of the current District reconstruction plans.

H. Employee Protective Clothing and Devices

For Career Tech, science, and art teachers, the Board shall provide appropriate clothing or safety equipment.

ARTICLE XIII – CURRICULUM AND INSTRUCTION

A. Curriculum Council

1. A Curriculum Council shall be established which shall (1) provide for a continuous program of curriculum study and development; (2) review textbooks and other instructional materials; and (3) review exceptional student programs and procedures. All proposals and recommendations for change of significant importance in the areas described above shall be presented to the Curriculum Council for consideration and recommendation to the Superintendent.
2. The Director of Curriculum and Instruction shall serve as Chair of the Curriculum Council and shall exercise the executive and administrative functions thereof.
3. The Curriculum Council shall consist of eight (8) employees and eight (8) representatives appointed by the Superintendent. In addition, the Director of

Curriculum and Instruction and the ECEA President or designee shall serve on the Curriculum Council as non-voting members. Employee positions on the Curriculum Council shall be posted in accordance with Article XV and shall be appointed by the ECEA President.

4. All meetings and other work of the Curriculum Council shall be conducted beyond the regular work day or work year at the hourly rate established for BA, Step 1.

B. Substitutes for Absentees

A qualified substitute employee shall be employed for an absent employee whenever possible.

C. Student Information

Ability, achievement, and related information regarding each transferring student shall be provided to the respective employee(s) to whom the student is assigned no less than one workday before such assignment. Any required IEP conference shall be conducted, when possible, before such student is assigned.

D. Lesson Plans

1. Format and Procedures Committee

Within each building, lesson plan format(s) and procedures will be determined by a committee appointed by the principal and the ECEA President or designee. The representatives appointed by the principal and the representatives appointed by the ECEA President or designee, as respective groups, will be of equal standing. The primary goal of lesson plan format(s) and procedures is to accomplish effective and efficient lesson planning. The lesson plan format(s) and procedures shall be reduced to writing and submitted to the building principal. The lesson plan format shall include the following components:

1. Standards/Performance Indicators
2. Procedures/Activities
3. Materials
4. Assessment/Evaluation

These components shall supersede conflicting building procedures.

The committee may be convened annually, no later than April 15, by either the building principal or the ECEA President or designee for the purpose of reviewing/revising lesson plan format(s) and procedures for the upcoming school year. If the committee is convened, but is unable to reach consensus on revised lesson plan format(s) and procedures within thirty (30) days of the committee's

first meeting, the unresolved format(s) and procedures issue shall be referred to the Curriculum Council for resolution. If the Curriculum Council is unable to resolve the issue, within thirty (30) days of its receipt of the issue, the lesson plan format and procedures in effect shall remain in effect.

2. Lesson Plan Availability

Lesson plans are to be made available as indicated by building procedure.

ARTICLE XIV – TRANSFERS

It is recognized that transfers may be desired by either the Administration or an employee. Transfers may be made by the Superintendent for educational purposes. The employee who desires a transfer shall apply in writing to the Superintendent and shall be considered as positions become available.

Involuntary Transfers

Individual limited contracts shall specify the building location, and transfers made subsequent to the issuance of contracts shall be made only for educational purposes. Once the school year has begun, there shall be no change of teaching assignment except for educational purposes.

Tenured employees shall not be transferred from one building to another except as a last resort.

ARTICLE XV – VACANCIES AND JOB POSTING

A vacancy shall be considered to exist whenever an employee dies, resigns, retires, is terminated, is non-renewed, is transferred to another position, notifies the Board that he/she will be on an extended leave of absence for thirty (30) or more actual work days, unless the position is eliminated by the Board. A vacancy shall also be considered to exist; or when a new bargaining unit position is created.

A. Vacancies To Be Posted

1. All bargaining unit positions that provide or are for supplemental pay.
2. All entry-level administrative positions.
3. Any bargaining unit classroom teaching position which exists during the term of a school year and which the Board intends to fill during the school year with another district employee (bargaining unit or nonbargaining unit).
4. All bargaining unit classroom teaching vacancies for the succeeding school year that exist between the opening of the school year and August 1.

It is further understood that there shall be no posting if the Board determines to eliminate a position and that it shall be the Board's responsibility to determine the timing of the posting, provided that applications, interviews, etc. shall not be taken for a particular vacancy until it is posted in accordance with the terms of this Article.

B. Posting Procedure

1. During the School Year

- a. For vacancies which would involve any increase in pay: The opening and its requirements, including certification requirements, if any, will be posted at each site and the ECEA President shall be provided a copy of the posting.
- b. For vacancies which would not involve any increase in pay: The opening and its requirements, including certification requirements, if any, will be posted in the Administrative Memorandum.

2. During the Summer Recess

All vacancies requiring posting will be posted, along with their requirements, including certification requirements, if any, in the Personnel Office, with additional copies on display in the reception area of the Central Office. Additionally, on the three (3) pay dates immediately succeeding the close of school, the Board will mail to the ECEA President, and any other employee who has provided the Personnel Office with self-addressed envelopes (obtained from the Personnel Office), a list of any vacancies that have occurred since the close of school and continue to exist as of a particular pay date.

C. Application Procedures

Every applicant for each vacancy will receive written notice that his/her application was received as soon as possible following its receipt and in no event later than the time applications are reviewed for the decision. Each applicant for a vacancy requiring Board action shall receive notice of his/her candidacy status prior to the Board meeting at which the Superintendent will offer his recommendation for filling the vacancy. Such recommendations will be kept as confidential as possible prior to such Board meeting.

Applicants shall be responsible for applying promptly for posted vacancies; applications must be submitted within ten (10) mailing days of the posting. Vacancies shall not be filled except on a temporary, emergency basis until all applications submitted in accordance with these provisions have been reviewed for decision. Applicants from outside the District are not to be interviewed for specific vacancies prior to consideration of employees' applications.

D. Scholarship and Loan Recruitment Program

The Board shall establish a college scholarship and loan program for District high school graduates who agree to accept employment for a reasonable number of years in bargaining unit positions upon completion of degree and certification requirements. Funding of such scholarship and loan programs shall be obtained from contributions raised by a six-member committee comprised of three members to be appointed by the ECEA President and three members to be appointed by the Superintendent.

ARTICLE XVI – CERTIFICATION/LICENSURE

A. Certificate/License Requirement

Each employee who functions in a position for which a certificate or license is required shall have the proper certificate or license as prescribed by the State Department of Education. It shall be the employee's responsibility to make application for certification or licensure in a timely manner. It shall be the responsibility of the office of the Personnel Director to notify employees whose certificates or licenses must be renewed of this obligation, and this notification shall be made during the second semester of the school year preceding the year of renewal. The office of the Personnel Director will provide reasonable assistance, if requested, including making applications available. In order to be eligible for continuing contract (tenure) status for the following school year, an employee must have a valid professional certificate or license on file in the Personnel Office no later than April 1, or the employee must have applied for such certificate or license through the Personnel Office no later than the last work day in March.

In accordance with Ohio Revised Code 3319.36, the Treasurer of the Board may pay an employee for services rendered during the first two months of the annual school session, provided that such employee is the holder of a bachelor's degree or higher and has filed with the State Board of Education an application for the issuance of a provisional certificate or one of a higher grade. If such certificate is not properly on file at the expiration of that period, further salaries must be held in escrow until the certificate is properly on file.

If an employee who functions in a position for which a certificate is required fails to meet the requirements for provisional, professional or permanent certification, it is recognized that the employee may be subject to suspension. If the employee fails to obtain the proper certification by June 30 of the current school year, the employee will be terminated.

B. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) of no fewer than seven (7) members shall be established in accordance with 3319.22 ORC, the

employee licensure law. The ECEA shall be a full and equal partner in the planning, development, and implementation of the law as it relates to the Local Professional Development Committee. A majority of the members of the LPDC shall be practicing, classroom employees appointed by the ECEA President; two administrators employed by the District and the personnel director, appointed by the Superintendent. Each committee member must have a minimum of three years experience and demonstrate a belief in lifelong learning as evidenced by professional development records/documentation. The District shall provide the committee with a secretary.

2. The LPDC shall be empowered according to law and determine its own structure, plans and criteria for approval of individual employee education plans, in-service plans for the District and any other requirements.

3. Operational Procedures

a. Committee Member Terms

Employee and building administrator committee members will serve a three-year term; members will rotate off the committee each year. The administrator from the Personnel Office will be a standing member. The ECEA President or his/her designee will also be a standing member. At all times the District LPDC shall have a majority of employee members. Terms shall run from July 1 to June 30 of the corresponding years. Employee vacancies shall be posted. The ECEA President shall appoint from the responses. Committee members who discover they are unable to complete their term may withdraw by notifying the LPDC in writing 30 days in advance.

b. Committee Members Training and Compensation

Committee members shall be compensated at the rate of \$90.00 for each meeting. Compensation shall be paid in January and June. LPDC members can receive credit toward their own Professional Development Plan by serving on the committee. For each year of service on the LPDC during the staff member's renewal cycle, staff members serving on the committee will earn 30 PDU's to be used towards his/her requirements for licensure.

The committee will follow the District's Professional Development Procedures. Expenses incurred for workshop registration, travel, lodging, per diem and substitutes shall be charged to the LPDC budget.

c. LPDC Meetings

The administrator of the Personnel Office shall call the initial meeting of the school year. At this initial meeting the committee shall elect a chairperson. The responsibilities of the chairperson are to conduct LPDC meetings, communicate information to the members of the LPDC, represent the LPDC at meetings of other stakeholder organizations and ensure vacancies on the LPDC are filled in accordance with selection rules. LPDC will meet in accordance with the Sunshine Laws. Executive sessions will be convened to discuss the IPDP's, as personnel matters. Actions of the LPDC will be made in public meetings.

It is the responsibility of the secretary to maintain minutes of action taken during LPDC meetings, notify applicants of acceptance, resubmission, or denial status of individual professional development plans and/or proposals for credit. Minutes of each meeting shall be recorded, distributed to members for review prior to the next meeting and filed in the Personnel Office.

Meetings shall be held on a monthly basis. Meetings in July may be scheduled as needed.

A quorum shall be a majority of the committee members to conduct LPDC business. An official vote must be majority of members in agreement on any actions.

A committee member shall excuse him/herself from reviewing/voting on his/her own IPDP or activity proposals or in any other occasion of conflict of interest.

All discussions, voting and records regarding reviews and evaluations of IPDPs shall be kept as confidential as permitted by law.

d. Record Maintenance

Voting records for IPDPs shall only be recorded as accepted, returned for clarification, or denied.

C. Mentor Teacher Program

1. Definitions

- a. Consulting Mentor Teacher: A teacher who will provide formative assistance to an EYT/NT.

- b. Entry Year Teacher (EYT): A teacher in the first year of employment under an entry year certificate/license who will be provided formative assistance by a consulting mentor teacher.
- c. New Teacher (NT): A teacher in his/her first year of employment in the District.
- d. Formative Assistance: It is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.

2. Program Development and Screening Committee

A committee comprised of four (4) teachers appointed by the ECEA, three (3) building level administrators, and the Director of Curriculum and Instruction or his/her designee shall meet to develop the Mentor Teacher Program. The Committee is responsible for selecting and assigning new teacher mentors. To be considered, applicants must meet selection criteria and must be volunteers. The Committee members shall be paid at BA, Step 1 for all work beyond the normal workday or work year.

3. Minimal Selection Criteria for Mentor Teachers

The Mentor Teacher position shall be posted as a Supplemental Pay Position.

- a. Preferably, the applicant must have tenure status and have a minimum of five (5) consecutive years of teaching experience in the district.
- b. The applicant must be able to demonstrate above average teaching performance.
- c. The applicant must hold valid teaching certificate/license and must currently be teaching in the same general area of certification/licensure as the EYT/NT.

4. Responsibilities

The mentor teacher, in concert with the EYT/NT, shall develop a formative assistance plan for the assigned EYT/NT. Such plan shall include skill development according to the Pathwise Program and preparation for the Praxis III Assessment.

A plan for release time shall be provided by the mentor teacher for approval by the principal so that substitutes may be scheduled.

5. Restrictions

- a. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.
- b. No mentor teacher shall participate in any informal or formal evaluation of an EYT/NT, nor make, nor be requested or directed to make any recommendation regarding the continued employment of an EYT/NT.
- c. All interaction, written or oral, between the mentor teacher and the EYT/NT shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from his/her role as mentor teacher.

6. Protection

- a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- b. No EYT/NT shall remain in an entry year program for a period longer than two school years.
- c. The mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

7. Compensation

- a. Provisions shall be made for the release of each mentor teacher. Though it is recommended that a mentor teacher not work with more than one EYT/NT, the maximum number of EYT/NT's a mentor teacher may have is two (2) per year.
- b. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and mentor teacher.
- c. In addition to the released time, each mentor teacher of an EYT shall be paid at the hourly rate established for BA, Step 1; each mentor teacher of an NT shall be paid at the hourly rate established for BA, Step 1.

8. Program Review/Revisions

- a. Mentor teachers shall meet with the Planning/Screening Committee as a group prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than May 15.
- b. Association and Board representatives shall meet to discuss the recommendations prior to the next school year.
- c. In addition to meeting for program evaluation purposes, mentor teachers shall meet on a periodic basis for coordination purposes.

ARTICLE XVII – TUBERCULIN TESTS; OTHER DISEASES

The Board will provide at public expense such tests and examinations for tuberculosis or other diseases as may be required by law. In the event that an employee poses a significant risk of communicating an infectious disease such as tuberculosis or any other such disease, he/she shall be placed on sick leave. In the event that the disabling condition is anticipated to last more than twelve (12) months, the employee shall file a disability application with the State Teachers Retirement System.

In the event that the Board has valid reason to believe that a mental or physical disorder is interfering with the performance of the employee's duties, the Board may require a physical examination or psychiatric examination. Such examination shall be at public expense.

ARTICLE XVIII – EMPLOYEE EVALUATION

A. Purpose

The purpose of the evaluation process is to improve the educational program and to provide feedback on employee job performance. An observation for the purpose of evaluation is a classroom observation of at least thirty (30) minutes and completion of Appendix A. The summative evaluation combines the information collected in the observation as well as other enumerated observations as set forth in Appendix B. The procedure is set forth in Section B.

B. Procedure

The procedure to be followed in completing the evaluation process is as follows:

1. Limited Contract – At least two (2) evaluation cycles per school year. One evaluation cycle consists of two (2) observations and one (1) completed summative evaluation. The teacher shall receive five (5) days notice for first

observation of each cycle. The second observation shall be unannounced. A conference shall be held within ten (10) days of each observation. A conference to discuss the summative evaluation must be combined with the delivery of the summative evaluation.

a. Cycle One:

Observation 1: between September 15 and October 1.

Observation 2: between November 1 and November 30.

Summative Evaluation and Conference shall be completed by December 15.

b. Cycle Two:

Observation 1: between January 5 and February 14.

Observation 2: between February 15 and April 1.

Summative Evaluation and Conference completed by April 10.

2. Continuing Contract – During the term of this contract, the parties shall create a new schedule of evaluations for continuing contract teachers. Thereafter, continuing contract teachers shall be formally evaluated according to Section B(1) above once every three (3) years. However, any continuing contract teacher that receives an unsatisfactory rating during their evaluation cycle shall be evaluated on the same cycle for the ensuing school year. Once the teacher attains a minimum of satisfactory on each evaluated item, they shall return to the three (3) year cycle.

Failure of a continuing contract teacher to demonstrate improvement in unsatisfactory areas and areas needing improvement may result in termination from employment.

C. General Provisions

1. 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.
2. The observation/evaluation process shall be based on the professional performance of the employee. The private life of the employee shall not be appropriate subject matter for evaluation of the job performance of professional duties unless there is a direct impact on job performance. The ECEA recognizes

the responsibility of all employees to present a sound moral image to the students of the District.

3. The ratings on those categories on the evaluation form which also appear on the observation form shall reflect the observations.
4. The basis for any “Needs Improvement” or “Unsatisfactory” rating must be specified on the observation and evaluation instruments.
5. Should an employee disagree with an observation or an evaluation, the employee may file a written response which shall be attached to the observation form or the evaluation form. Any such response shall be filed not later than thirty (30) days after the conference with the observer/evaluator.
6. Observations of classroom performance shall not be conducted the work day prior to Thanksgiving, Christmas or spring break or during the first five (5) work days in a new assignment, or, when the employee has had an extended absence of one (1) week or more, within two (2) work days of his/her return. This provision may not be used to prevent a timely evaluation.
7. Each nonclassroom teaching employee shall be evaluated by the Immediate Supervisor or the observer/evaluator to whom a delegation of this responsibility has been made in accordance with C(4) of this Article on the form provided in this Agreement for “Nonclassroom Employee Observation/Evaluation” and marked as Appendix C. All observations and evaluations shall be consistent with the terms of this Agreement.
8. Copies of observations and evaluations will go to the Immediate Supervisor and/or her/his designee(s) and to the employee. The original of the final evaluation will go to the Personnel Director to be included in the employee’s personnel file.
9. Any employee who has interrupted service (works fewer than 120 days during a school year) will commence his/her cycle upon return to uninterrupted service.
10. A written report of the evaluation shall include specific recommendations regarding any improvements needed in the performance of the being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.
11. Any required conference under this section missed due to teacher absences shall occur within three (3) days of the teacher’s return.
12. Absences may not be used to avoid timelines or negate the procedure.

13. Notice of non-renewal for limited contract teachers shall occur on or prior to April 30.
14. The observation is to be based solely upon what was observed during the observation time. If any category is marked Needs Improvement (NI) or Unsatisfactory (U) the observer shall attach a written statement of specific problems observed which led to a rating of Needs Improvement (NI) or Unsatisfactory (U).
15. Because evaluation is an evolving process, there should be a periodic review of the evaluation program. This review shall be made jointly by representatives of the administration and representatives of the employees.

D. Relation to Ohio Revised Code

The parties agree that employees may be nonrenewed through either Article XVIII, EMPLOYEE EVALUATION, or Article XX, STAFF REDUCTION. The parties also agree that Article XVIII shall satisfy the requirement for the adoption of evaluation procedures included in O.R.C. 3319.111 and Article XVIII shall supersede the evaluation requirements included in O.R.C. 3319.111. The parties further agree that nonrenewal decision shall be appealable through Article III, GRIEVANCE PROCEDURE, which shall supersede the appeals procedure included in O.R.C. 3319.11 G.

ARTICLE XIX – STAFF REDUCTION

A. Continuing Contract Employees

Employees holding continuing contracts may have their contracts suspended for any reason specified in Section 3319.17 of the Ohio Revised Code or where declining enrollment in a certification area occurs to the extent that employee(s) in the area will be assigned one-half or less of the normal class load. Prior to a reduction in continuing contract employees, employees holding continuing contracts shall be placed in a teaching assignment(s) for which they have certification and greater seniority than other continuing contract employees in those assignments and/or in assignments filled by limited contract employees.

B. Limited Contract Employees

Employees holding limited contracts non-renewed due to staff reductions for reasons other than job performance shall be reduced in accordance with their seniority. Prior to a reduction in limited contract employees, employees holding limited contracts shall be placed in a teaching assignment(s) for which they have certification and greater seniority than other limited contract employees in those assignments. Limited contract employees shall be non-renewed prior to the suspension of continuing contract employees, provided the continuing contract employee is certified to teach the assignment.

C. Seniority Defined

1. Definition

Seniority is defined as the total continuous service in the District as an employee beginning with the first day worked including Board-approved leaves of absence and time spent in layoff or disability retirement. When two or more employees have the same seniority, seniority shall be determined, in the following order, by (1) the date of official Board hiring, (2) by the recorded date on each employee's letter of intent, (3) the employee whose application for employment contains the earliest date shall be deemed to be the most senior, (4) the length of any previous service as an employee in the District, and (5) by a coin toss, or, if more than two employees are tied, in a drawing of lots, in the presence of the Superintendent and a representative designated by the ECEA President. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

Service rendered beyond the school year or beyond the school day will not be counted toward seniority.

2. Seniority List

All certificated employees shall be placed on a seniority list within their area or areas of certification. A copy of the seniority list and updates thereto shall be provided for each school building to the ECEA President to be posted on the ECEA bulletin boards.

D. Recall

Employees whose contracts have been suspended shall be recalled in order of seniority with preference to employees with continuing contract when a teaching position becomes vacant or is created for which any of such employees are certified. Employees who are non-renewed due to a staff reduction or reasons other than job performance shall, for a period of three (3) years from the expiration of their last limited contract, be recalled in accordance with their seniority when vacancies occur for which any of such employees are certified. Employees who have been laid-off shall be responsible for advising the Personnel Director of all of their areas of certification and shall update same as changes occur.

An employee shall have five (5) work days from the date of notification of the opening to indicate his/her intent to accept or reject; otherwise, such employee shall lose all rights to be reemployed unless:

1. the employee is under contract with another district and is unable to obtain a release from that contract;

2. the employee is working a regular full or part-time job and the position to which the employee is being recalled is a temporary position; in which cases, the employee shall remain on the recall list. Notice of vacancy shall be sent to the employee by registered or certified letter addressed to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address, whether temporary or permanent. Additionally, the Board shall attempt to make telephone contact with any employee who does not respond within the five (5) work days and shall keep a record of the time and telephone number(s) called.

No new employee shall be hired to fill a vacancy if there is an employee on the recall list, with certification appropriate to the position, who returns to work.

A laid-off employee accepting such re-employment may not be required to begin work earlier than ten (10) workdays from the date of such acceptance. Neither acceptance nor rejection of an offer of employment in a lesser position (i.e., part-time versus full time) than the employee held at the time of layoff shall operate to remove the employee from the reduction in force list. Except as provided above, if the employee fails to notify the Superintendent within the time described herein, or rejects an offer of re-employment on a position not lesser than held at the time of layoff, the employee shall be removed from layoff status and the recall list.

E. Information

Prior to Board action to reduce staff, the Superintendent shall provide in writing to the ECEA President a list of all positions to be recommended to the Board for reduction. Following Board action to reduce, a recall list shall be prepared and provided to the ECEA President. The recall list shall be updated with current information as employees are recalled.

F. Contract Renewal

In the event an employee who is either recalled from the recall list or is newly hired to fill a vacancy works fewer than ninety (90) days in the school year, compliance with the statutory and/or contractual non-renewal procedures shall not be required to return employees who had previously worked for the Board to the recall list or to sever the employment relationship of newly hired employees with the Board for the following school year. However, the employee must be notified not later than the last day of the school year if the employee will not be returning to work in the succeeding school year.

G. Substituting During Layoff

An employee on layoff status shall be given preference by seniority to substitute for an absent employee, but such substitute service or the refusal thereof shall not be construed by the Board to deny eligibility for unemployment compensation for such employee.

ARTICLE XX – PROFESSIONAL LEAVE

Each year the Board shall set aside an amount in its annual budget for certain expenses connected with the attendance at meetings of the following nature:

1. Professional meetings or conferences.
2. Visits to other schools or institutions which are relevant to the instructor's subject areas.
3. Other meetings or visits which are job-related, including observations of other employees within one's own building.

It is recognized that travel costs should be kept to a minimum; therefore, if a meeting is being held in more than one location, the participant shall attend at the nearest location. It shall be the policy of the Board to provide a fair distribution of the budgeted money among employees. Both the ECEA and the Board shall seek to provide this fair distribution and shall strive to see that professional leave is not concentrated as an investment in a select few employees, but rather that as many employee as possible will become involved within the scope of the budget. The ECEA President/designee shall receive data related to the administration of professional leave for employees. Data will include copies of professional leave applications and monthly professional travel expense reports.

The application form for professional leave shall be obtained from the Immediate Supervisor. Upon completion by the applicant, the form shall be returned to the Immediate Supervisor who shall indicate his/her approval or disapproval and forward a copy of the approved form to the Assistant to the Superintendent. The Assistant to the Superintendent shall either confirm or reject the application and forward it to the Superintendent for final approval. Requests for professional leave should be filed in advance of the Board meeting prior to the day of leave, and the approval or disapproval should be issued as soon as possible.

ARTICLE XXI – SICK LEAVE

- A. Sick leave shall be earned at the rate of one and one-quarter (1-1/4) work days with pay for each completed month of service, in accordance with the provisions of Section 3319.141, Ohio Revised Code. In any school year, a full-time, certificated employee shall be considered as providing twelve (12) months of service.
- B. Effective July 1, 2005, unused sick leave shall be cumulative up to three hundred thirty-five (335) work days. Effective July 1, 2006, unused sick leave shall be cumulative up to three hundred fifty (350) work days. Effective July 1, 2007, unused sick leave shall be cumulative up to three hundred sixty-five (365) work days.

- C. New employees and employees who have exhausted all earned sick leave shall be advanced five (5) days' sick leave on their first day of service or upon exhaustion of earned sick leave. The five (5) days of sick leave advanced shall not be increased until all have been earned as provided in Section A above.
- D. Abuse of sick leave may be considered just cause for disciplinary action to the extent of dismissal.
- E. Acceptable Reasons for Sick Leave with Pay:
1. Personal illness, injury or pregnancy.
 2. Exposure to contagious disease which could be communicated to others.
 3. Illness, injury or death in the employee's immediate family. For purposes of illness or injury, the immediate family is interpreted to include father, mother, spouse, child, parent-in-law or a person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing or member of immediate household. For purpose of death, immediate family is interpreted to include parent, parent-in-law, daughter-in-law, son-in-law, brother, sister, child, spouse or a person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing, grandparent, brother-in-law, sister-in-law, aunt, uncle or member of the immediate household.
 4. Appointment with medical provider.
- F. Failure to report absence, except in the case of extreme personal circumstance, prior to 7:00 a.m. may be deemed an unexcused absence. Repeated absences without notification prior to 7:00 a.m. may result in disciplinary action. The school district shall be responsible for providing a telephone answering service so that an employee can, on the date of absence, call in notice of absence prior to 7:00 a.m.
- G. Sick leave use shall be recorded in one-tenths (1/10ths) of a day up to one-half (1/2) day. Sick leave used in excess of one-half (1/2) day shall be recorded as a full day of sick leave.
- H. Transfer of Sick Leave Credit

The previously-accumulated sick leave of an employee who has been separated from public service or who transfers to Board employment from another Ohio public employer shall be placed to his/her credit upon employment by the Board, provided that such employment takes place within ten (10) years of the date of the last termination from public service or transfer.

ARTICLE XXII – PERSONAL LEAVE

Personal leave is designed to cover personal reasons for absence. It shall not be charged to sick leave. Personal leave with pay is limited to three (3) days per school year. Unused personal leave shall accumulate as sick leave at the end of each school year.

Advance notice for the use of personal leave shall be provided to the immediate supervisor on the special form provided. Permission must be sought prior to leave if days requested are before or following a vacation, holiday or in-service day and should be requested only in the most unusual situations. For situations in which such prior notice cannot be provided, the employee will report the absence to his/her immediate supervisor at the earliest opportunity and complete the leave form immediately upon return. Any use of personal leave will be recorded as a minimum of one-fourth (1/4) day. Personal leave of more than one-half (1/2) day shall be recorded as a full day of personal leave. Abuse of personal leave shall be subject to disciplinary action.

ARTICLE XXIII – ASSAULT LEAVE

An employee who is absent due to disability from a physical assault which is clearly unprovoked or who is disabled from an attempted assault upon another, and which occurs in the course of Board employment shall be eligible for assault leave under the following provisions:

- A. The employee who has been injured as a consequence of an assault must furnish a written, signed statement on forms provided by the Board to justify the use of assault leave.
- B. If medical attention is required, a certificate stating the nature of the disability and its estimated duration from a licensed physician shall be required before assault leave can be approved for payment.
- C. Falsification of either a written, signed statement or a medical provider's certificate shall be grounds for discipline up to and including termination.
- D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised Code or leave granted under regulations adopted by the Board pursuant to Section 3319.08 of the Revised Code.
- E. Assault leave shall be for the period of disability or for twelve (12) months' duration commencing with the first day leave is taken, whichever is less. Subject to the Board's right under Section B. above to obtain medical certification of the need for additional assault, leave, assault leave may be used in intermittent periods, if necessary. The Board may extend assault leave beyond twelve (12) months if it so desires. In the event an employee's limited contract is nonrenewed while on assault leave, the duration of the assault leave shall be consistent with this paragraph.

- F. In the event the Board, acting on the advice of its physician, determines an employee is not fit to resume regular duties, the Board may deny reinstatement until the employee is able to resume regular duties. However, if the employee disputes the Board's decision, the employee shall have the right to have this determination reviewed through the grievance procedure with the matter being submitted directly to expedited arbitration in accordance with the voluntary rules of the American Arbitration Association. If the employee is ordered reinstated, reinstatement shall be with no loss of pay and benefits.

If an employee who is denied reinstatement is denied disability benefits by the appropriate retirement system on the basis of a medical judgment, the employee shall be reinstated at the time that disability benefits are denied. It is further understood that the Board shall have no liability for back pay or lost benefits in the event the employee is returned to work as a result of the applicable retirement system's denial of disability benefits.

- G. If court action results, said employee shall be granted leave of his/her professional duties and a qualified substitute provided with no loss of pay for days in court and as may be requested by his/her legal counsel, court officials, and law enforcement officers.
- H. An employee on assault leave shall receive all emoluments of employment, and upon return, shall be assigned to a position carrying like status and pay to the one held at the time assault leave commenced.

ARTICLE XXIV – SABBATICAL LEAVE

Employees who have been employed in the District for at least five (5) consecutive years shall be granted leave upon proper application, for not more than one (1) school year for the purpose of professional improvement, in accordance with Ohio Revised Code, Section 3319.131, subject to the following conditions and procedures:

- A. Not more than five (5) employees may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
- B. The program for leave must be filed with the Personnel Director in advance. Application, including an outline of the program for professional improvement, must be submitted by April 1 for consideration of leave for the following first semester or school year and by August 1 for the second semester. By mutual agreement of the applicant and the Personnel Director, these dates may be waived, in which case the ECEA President shall be so informed. If for some reason the initial proposed program is unacceptable, the employee shall be provided with a written statement specifying the reasons why the proposed program is unacceptable, and the employee will be offered a grace period of two weeks (10 school days) to resubmit the program. A statement of achievement must be submitted at the conclusion of the leave.

- C. The Board must employ a satisfactory substitute who shall have the fewest years of service (Step) credit on the salary schedule from available applicants.
- D. Sabbatical leave for the second semester will be contingent upon employment of a satisfactory substitute.
- E. Upon evidence that the professional growth plan has been completed satisfactorily, the employee shall receive partial compensation in accord with the following restrictions:
 - 1. The employee must be willing to return to the employ of the District for at least one (1) year following the leave.
 - 2. Compensation shall be limited to the difference between the employee's salary as scheduled in the District and the amount paid to his/her replacement, such compensation to be paid in two (2) equal installments in January and June during the year of return to service.
- F. An employee, upon return from leave, shall be assured employment either in his/her former position or a comparable one carrying like status and pay. All rights with respect to contract status and other benefits shall be granted to the employee upon return to employment except that sick leave shall not accrue during the time of the sabbatical leave nor shall the employee receive a salary increment unless the sabbatical leave is for one (1) semester or less.
- G. No employee shall be granted such leave more often than every six (6) years, and leave will not be granted more than once to the same employee unless no other qualifying employee is awaiting a sabbatical.

ARTICLE XXV – LEAVE OF ABSENCE

A. Illness or Disability of the Employee

The Board is required by law, upon the written request of an employee, to grant a leave for a period of not more than two (2) consecutive school years where illness or other disability of the employee is the reason for the request. Leaves will be granted for a maximum of one (1) year at a time. If the employee wishes to extend the leave beyond one (1) year, it will be necessary to reapply.

B. Education, Professional, Family Illness and Other Leaves

In addition, the Board is permitted, at its discretion, to grant a leave of absence upon the written request of an employee for educational, professional or other purposes. In exercising this discretion, hereafter, the Board will pursue the general policy outlined below.

A leave of absence shall be granted upon the written request of an employee, where illness or other disability of the employee is not the reason for the request, only upon the following conditions:

1. The employee shall have been in the service of the Board for a minimum of two (2) years immediately preceding the period of the proposed absence.
2. The application shall have been received by the Superintendent on or before March 15 of the school year preceding the leave year or in the case of illness or disability in the immediate family at such other times as is mutually agreed.
3. Reasons for which leaves will be granted are professional study, military service, educational endeavor, travel in line with professional advancement, and such other reasons as the Superintendent deems fit. In addition, any employee shall be entitled to unpaid leave of up to one (1) year's duration during his/her career with the East Cleveland Schools for extended illness in the immediate family as defined in the Sick Leave provisions of this agreement.
4. The employee shall be encouraged to return to the East Cleveland School System following the leave of absence.

C. General

During the leave of absence, the employee may not teach, unless approved by the Superintendent, in another school system. This shall not exclude the employee from receiving assistantships or fellowships at a university or participating in a clearly innovative educational program or teaching abroad, if such experience will enhance the value of the employee to the East Cleveland Schools.

The employee shall notify the Superintendent by March 15 of the leave year of intent to return or not return for the year following the leave. Upon return from leave, the employee shall be entitled to restoration to his/her position or a position with like status and pay. Leaves granted in connection with the above provisions shall be for a period of either one (1) semester or one (1) school year. The granting of leaves for a shorter or longer period of time shall be at the discretion of the Superintendent.

D. Family and Medical Leave Act Leave

1. Purpose for Leave

Leaves of absence (a) to care for a newborn son or daughter, (b) to care for an adopted son or daughter, (c) to care for a spouse, child or parent, or (d) because of serious health condition making an employee unable to perform his or her job functions will be provided in accordance with the Family and Medical Leave Act of 1993.

2. Length of Leave

A leave of absence pursuant to paragraph (1) may not exceed twelve (12) weeks during any twelve (12) month period. An employee on leave of absence pursuant to paragraph (1) for no more than twelve (12) weeks during any twelve (12) month period shall be entitled to reinstatement to the position the employee held prior to taking the leave or, at the discretion of the Board, to a similar position.

3. Paid Time Off To Be Included In Leave

An employee taking an authorized leave pursuant to paragraph (1) (a), (b), (c), or (d) will apply all remaining paid sick leave to the period of leave.

4. Reduced or Intermittent Leave

An employee requiring a reduced or intermittent leave for any reason will apply all remaining paid sick leave to the period of leave. The Board may, at its discretion, temporarily transfer an employee requiring a reduced or intermittent leave to a position performing bargaining unit work with equivalent pay and benefits and which better accommodates the leave.

5. Certification

Employees requesting leave under paragraph (1)(c) or (d) are required to provide a certification from the health care provider stating the date on which the serious health condition began, its probable duration, and the appropriate medical facts within the knowledge of the health care provider. If the leave is to care for a family member, the certification shall so state, and shall additionally include an estimate of the amount of time the employee will be needing to care for the family member. If the leave is due to the employee's own serious health condition, the certification shall state that the employee is unable to perform the functions of the employee's position.

If the intermittent leave for planned medical treatment is sought, the certification shall state the date(s) on which such treatment is expected to be given and the duration of such treatment.

The Board may, at its own expense, request a second opinion from a second health care provider who is not employed by the Board and on a regular basis. If the opinions conflict, the employee may request a third opinion from a jointly designated health care provider. This third opinion shall be final and binding and paid for by the Board.

6. Notice

An employee taking a leave pursuant to paragraph (1) must provide thirty (30) days written notice of the need for such leave, if possible. When such notice is not possible, an employee must provide notice in writing as far in advance of the requested leave as possible.

7. Right of Employees to FMLA Benefits

Nothing in this section is intended to diminish or alter the right of employees to the benefits provided by The Family and Medical Leave Act (P.L. 103-3).

E. Absence for Jury Duty/Participation in School-Related Litigation

An employee who is absent from duty for jury service shall be granted leave without loss of pay or other leave for such service. An employee shall not be required to remit to the Board any fee, expense, or other compensation received for service as a juror. The employee shall be required to submit to the Board a copy of the jury summons as verification of the leave. An employee who participated on non-working days on behalf of the Board in school-related litigation shall be compensated at his/her respective per diem or hourly rate.

F. Military Leave

An employee shall be entitled to leave for military service as mandated by state and federal law.

ARTICLE XXVI – MATERNITY/PATERNITY/ADOPTION LEAVE

A. Parental Leave of Absence

Parental leave shall be granted, upon request, without pay, for a full school year or part of the school year in which it is requested for the purpose of pregnancy, adoption of a child, or child care. This leave, upon request of the employee, shall be extended for up to two (2) additional school years provided the request is made in writing to the Superintendent on or before June 1 immediately preceding the school year for which the extension is requested.

Request for a parental leave shall be made in writing to the Superintendent not later than thirty (30) work days prior to the effective date for such leave and such request shall state the expected duration of the leave. In the case of unexpected circumstances, the notice requirement of thirty (30) days may be reduced or waived.

B. Employees who anticipate an adoption should submit the request for leave as much in advance as possible. Where an adoption of a child occurs, an adoptive parent who so

requests may have thirty (30) days of paid leave charged to sick leave in the school year in which the adoption occurs.

- C. The condition of maternity, pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall not be grounds for the termination, nonrenewal or failure to issue any limited or continuing contract, whether for the regular teaching duties, supplemental duties or administrative duties.

ARTICLE XXVII – INAPPROPRIATE USE OF LEAVE

The Board and ECEA believe that sick leave and personal leave are valuable benefits for employees when used for the purpose intended. We believe employees have a responsibility to report to work daily and timely.

It is the intent of this provision to provide administrators and employees a guide that establishes what types of absenteeism may result in discipline and how an employee's absenteeism should be investigated.

The following constitutes instances of absenteeism that may be investigated:

1. Unusual patterns of absenteeism.
2. Excessive absenteeism.
3. Excessive tardiness or leaving work early.
4. Instances of "AWOL" or failure to report off.
5. Use of leave to extend holidays or other paid days off.
6. Fraudulent or inappropriate use of leave.

In the event of such investigation, the administration may request documentation supporting such absence.

ARTICLE XXVIII – COMPENSATION AND FRINGE BENEFITS

- A. Salary Schedules

Employee salary schedules shall be found in Appendix K of this Agreement.

1. Salary Schedule Effective July 1, 2010

Effective July 1, 2010, the Employee Salary Schedules as in effect previously shall be changed as follows: The base salary at Step 1 of the Bachelor's Degree (BA) column shall be \$37,594 on the index in effect heretofore.

2. Salary Schedule Effective July 1, 2011

Effective July 1, 2011, the base salary at Step 1 of the Bachelor's Degree column shall be \$38,722 on the index described in Section 1 above.

3. Salary Schedule Effective July 1, 2012

The Salary Schedule for the 2012-2013 school year shall be re-opened for negotiations at least 45 days prior to August 18, 2013.

B. Other Positions

Pay for Summer School and other after school assignments including, but not limited to, student tutoring or other programs where an instructor-student relationship exists and for curriculum development, in-service workshops, etc., where no instructor-student relationship exists shall be at the BA, Step 1, as set forth in the employee salary schedule.

The assignments above shall be voluntary and posted in accordance with Article XV. Non-posted duties shall be strictly voluntary; volunteers may be solicited, but no one shall be listed on a committee or other assignments without his/her consent.

C. Doctor's Degree

The MA plus 30 column shall be increased by four percent (4%) of the employee's salary for a Doctor's Degree.

D. Salary Schedule Advancement for Graduate Hours

Hours beyond the Bachelor's Degree shall be calculated in terms of semester hours and must be graduate hours. All graduate hours that relate to the field of education or to subject area(s) presently being taught in the District shall be counted for placement on the salary schedule. No employee's placement on the salary schedule shall be reduced as a result of this provision. In order to receive a salary increase which is predicated on college course work, the classes must be taken at an Ohio Department of Education recognized, accredited college or university.

E. Non-degree Employees

Employees without degrees shall be placed on the Non-degree column of the Employee Salary Schedule found at Appendix K.

1. Career-Technical and Adult Education (CTAE) and JROTC Employees – Non-degree employees in CTAE or JROTC will be placed on the Non-degree column until or unless they have obtained a bachelor's degree or until they have obtained a provisional license. Upon obtaining a bachelor's degree and/or a provisional license, employees will be placed on the BA column of the degree schedule. Upon obtaining a professional certificate/license, such employee shall be advanced to the BA+15 column. Upon obtaining a permanent certificate/license, such employee shall be advanced to the MA column.
2. Advancement to a higher salary schedule column shall result in no loss of step placement.

F. Salary Schedule Step Placement and Advancement

1. The following procedure shall be followed pertaining to placement of new employees on the salary schedule. Credit for prior service shall be as follows:
 - a. ROTC Instructors: Up to seven (7) years of regular military service credit.
 - b. Teaching Service: Up to eight (8) years of credit for public or non-public teaching service in grades K-12, provided the employee qualified for provisional certification during such years of credit granted or held a temporary teaching certificate.
 - c. School Nurse: Up to seven (7) years of experience as a registered nurse.
 - d. CTAE Employees: Up to seven (7) years of credit for related work experience required for certification.
 - e. Military Service Credit: Up to five (5) years of credit for military service.

Credit for any of the five (5) categories listed above may be combined, but the total credit allowed shall not exceed eight (8) years.

2. Employees shall be advanced one step on the salary schedule at the beginning of each school year provided the employee worked or was paid for one hundred twenty (120) days during the prior school year. If the employee worked or was paid for fewer than one hundred twenty (120) days but ninety (90) or more days during the prior school year, the employee shall be advanced one-half (1/2) step on the salary schedule.

G. Grade Transcript Requirement

To receive proper placement on the salary schedule, it is the employee's responsibility to have an official transcript placed in the Office of Personnel on or before September 30

for first semester placement; on or before January 30 for second semester placement. In the case of a transcript received after September 30 and before January 30 of any year, the increase shall be prorated for half year and paid over the remaining time of the contract. Appropriate proof shall substitute temporarily for the official transcript.

H. Longevity

The system of longevity remuneration for employees who have sixteen (16) years or more of service (time away from teaching due to leave of absence not included) made up of years of credit granted at the time of initial employment plus years of teaching service in the District shall be as follows:

An additional increment as follows:

Employees having completed sixteen (16) years of service shall receive an amount equal to three percent (3%) of the base salary at Step 1 of the Bachelor's Degree (BA) column of the Employee Salary Schedule.

Employees having completed twenty (20) years of service shall receive an amount equal to six percent (6%) of the base salary at Step 1 of the Bachelor's Degree (BA) column of the Employee Salary Schedule.

Employees having completed twenty-four (24) years of service shall receive an amount equal to nine percent (9%) of the base salary at Step 1 of the Bachelor's Degree (BA) column of the Employee Salary Schedule.

Longevity pay shall be paid by separate check in two (2) equal installments. The first installment shall be paid on the first pay date in December prior to the holiday recess. The second installment shall be paid on the first pay date in June. In the event that an employee who qualifies for longevity does not complete the school year, longevity pay shall be prorated and paid by separate check with the final pay check.

I. Fringe Benefits

The following fringe benefits shall be offered to each employee. The coverage shall be either single person, single plus one, or family coverage at the option of the employee. Enrollment in these programs is not automatic and it shall be the responsibility of each employee to initiate enrollment.

1. Employee Eligibility

To participate in prescription drug coverage, the employee must also participate in medical care. The employee must cover all eligible dependents (if any) for all coverages chosen. If both spouses are employed by the Board, they may either choose a family contract or two single plans from the list of available choices in 4

below. All rates for medical, dental, and drug plans shall be two tiered, i.e., single and family rates. The age for eligible dependents shall be 23.

2. Term Life Insurance

A term life insurance policy shall be provided for each employee in an amount equal to the employee's annual salary. This coverage shall be one hundred percent (100%) paid, and it shall include accidental death and dismemberment riders.

3. Dental Insurance Coverage

Single enrollees shall pay \$5.00 per month and family enrollees shall pay \$10.00 per month. The coverage shall consist of the current plan. A preferred provider option panel of dentists shall be added to the current coverage. Employees may select the preferred provider option and such selection shall be for the benefit year. For those employees who select the preferred provider option, the monthly employee premium contribution shall be waived.

4. Medical Benefits

A member shall make the following contributions toward their selected coverage with the Board paying the balance of the premium within the Anthem Blue Access PPO Option 1 Plan described in Appendix N:

	Single	Single +1	Family
2010-2011	\$25.00	\$50.00	\$ 80.00
2011-2012	\$30.00	\$60.00	\$ 90.00
2012-2013	\$35.00	\$70.00	\$100.00

See Appendix N.

5. Prescription Drug Coverage shall be described in accordance with Anthem Blue Access PPO Option 1 Plan described in Appendix N.

6. Vision Care Insurance

See Appendix O.

7. Non-participation in Health Insurance Coverage

- a. If any employee does not select any of the Board provided health insurance programs (medical, prescription drug, vision care, dental), he/she shall indicate so on a waiver form provided by the Board.
- b. If an employee elects to withdraw from the insurance program as provided above, the employee shall receive each plan year in which he/she does not participate in the insurance program, the amount of one thousand two hundred dollars (\$1,200).
- c. It shall be the responsibility of the employee to notify the Treasurer by September 15th, on the Board provided waiver form, of his/her desire to discontinue coverage. The waiver payment shall be made to the employee during the month of October of the year following submission of the waiver form. The waiver amount may be prorated on a monthly basis for new employees employed too late to meet the notice deadline.
- d. The employee shall provide proof of coverage from another provider to participate in this waiver. Such proof of coverage for an employee also shall include the coverage provided by a spouse also employed by the District. Re-enrollment shall occur only during the open enrollment period.

8. HIPAA Provisions

The provisions of the Health Insurance Portability and Accountability Act of 1996 and subsequent amendments thereto shall be in effect and apply to all of the benefit programs described above.

J. Group Insurance Coverage While on Leave or Recall

Any employee who is not eligible for Board payment of group insurance premiums shall have the option of maintaining group insurance coverages by payment of the premium by the employee, providing the carrier permits this action. All checks shall be due in the office of the Board on the fifth of the month preceding the month of actual coverage. If checks are not received by this date, coverage may be terminated on the last day of the current month. This provision shall apply to employees on leaves of absence, as well as employees who are without jobs as a result of reductions in staff but who are awaiting recall to available openings.

K. Plan Descriptions

Each employee shall receive a copy of the life insurance certificate of coverage and complete plan descriptions for each of the insurance coverages provided.

L. Proration of Fringe Benefits for Employees Who Do Not Complete the School Year

In the event an employee begins but does not complete a school year on a paid basis, the employee shall be entitled to either of the following options with regard to the package of fringe benefits to which the employee subscribed at the time the employee's paid days concluded.

1. The employee's fringe benefits will continue to be paid by the Board in accordance with Paragraph J above through the first full month following the month in which paid days concluded or
2. The employee may elect to have the Board continue payment of fringe benefits to the extent that the Board pays a sum equivalent to the following:

Annual Cost to the	# of Days Paid = Board's
Board of the Fringe x	# of contractual Obligation
Benefits	work days in
(Sept. through Aug.)	school year

Any employee who completes the school year on a paid basis shall have benefits paid by the Board for the months of June, July and August in accordance with Paragraph I above.

M. Coverage of Classes by Employee

1. In the secondary schools, employees will be asked to substitute for an absent employee only when a qualified substitute cannot be found or when the absence is for less than one-half (1/2) day. Where possible, the building substitute(s) will receive the first assignment(s), second to be called are those employees who do not have full teaching schedules, third to be called will be those employees who volunteer for class coverages, and finally those employees who have planning periods will be called.
2. In the elementary schools, the building substitute will receive the first assignment, followed by the available substitutes. If no substitutes are available, the classes will be divided into no more than thirds, and divided among the same grade level as the absent teacher, before placing children with a teacher in another grade level.
3. When the foregoing steps in paragraphs 1 and 2 have been taken and class coverage is not available an emergency exists. When an emergency exists, an available teacher will be required to cover a class as directed by the building administrator. When an employee is called upon to substitute, as indicated above, the employee will be paid for the appropriate class coverage in accordance with paragraph four (4) below.

4. If, under the circumstances, a teacher is called upon to substitute during an unassigned period and when it is otherwise practicable for him/her to do so, the teacher shall be compensated as follows:

Elementary level: \$28.00 substitute teaching unit (1/3 class for day)

Middle and High School levels: \$17.00 substitute teaching unit (one class period)

N. Payroll Practice

1. Payroll Schedule

The yearly salary shall be paid at the option of the employee, in twenty-one (21) or twenty-six (26) checks payable every other Friday. The employee option shall be made no later than May 15 and will be effective the following school year. Upon submission to ECEA of acceptable evidence of the necessity in certain years to alter the payroll schedule to comply with law, twenty-seven (27) paychecks may be issued to employees on the twenty-six (26) pay option, provided such change occurs only after ninety (90) days notice to all employees. An employee whose employment is terminated for any reason shall receive any unpaid monies due, other than retirement monies, on the second regularly-scheduled pay date following termination of service. The Board shall pay all monies due a deceased employee on the second pay date following the employee's death. Such payment shall be made to the employee's spouse or, if there is no spouse, to the deceased's estate in accordance with the Ohio Revised Code. The Board shall make electronic transfers for an employee who so notifies the Treasurer's office in writing of the account the employee wishes to receive the direct deposit, in accordance with the requirements of the agency doing the electronic transfers. The employee shall receive a hard copy of the payroll stub. Direct deposit of pay shall be required for all employees hired on or after July 1, 2007.

2. Payroll Deductions

Payroll deductions shall be those mandated by federal, state or local laws plus those authorized by the employee as follows:

Health Care Coverage:

Employees may subscribe to any health care coverage negotiated as part of this agreement and the employee's portion of premiums due, if any, shall be deducted from the second check of the month.

Health and Accident Insurance:

The Washington National Company offers an income protection insurance through the Board. Subscription is voluntary but available only by payroll deduction.

Credit Union:

The Steel Valley Credit Union operates as a service organization to all school employees. Credit union payroll deductions also shall be provided to other credit unions to which employees may belong. Payroll deduction is available for automatic savings and/or loan repayments.

Political Contributions:

Employees may elect to contribute through payroll deduction to political organizations and parties and non-partisan issues in accordance with Ohio Revised Code 3599.031.

Tax-Sheltered Annuities:

Employees may elect to purchase tax-sheltered annuities through payroll deduction. Companies who wish to enroll employees must have at least one percent (1%) of the Board's full-time employees or at least five (5) employees, whichever is greater. Amounts deducted for tax-sheltered annuities shall be paid within five (5) working days from the paydate to the annuity companies.

U.S. Savings Bonds

O. Summer Paychecks

Summer paychecks and/or pay forms shall be mailed at Board expense and shall be placed in the regular U.S. mail by 10:00 a.m. on the day preceding the pay date.

P. Pay and Benefits for Part-Time Employees

All part-time employees shall be paid according to the salary schedule included as part of this contract. Part-time employees shall have their salaries and premium benefits (dental and hospitalization plans as contained within this agreement) prorated based on actual hours worked as a fraction of total time in the work day as set forth in the "Employee's Day and Year" provision of this contract. Part-time employees for twenty (20) hours or more per week shall be covered by the group life insurance plan as contained in this agreement and premiums shall be fully paid by the Board.

Q. STRS Pick-up

The Board agrees with the ECEA to pick up contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit in accordance with the following:

1. The amount to be picked up and paid on behalf of each employee shall be equivalent to the STRS rate set for employee contributions. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all employees.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
4. The pick-up shall apply to all compensation earned thereafter including supplemental earnings.

R. Severance Pay

Employees who submit their retirement in writing on or before March 31, to be effective the last day of that school year, and who were employed prior to July 1, 2002, will be entitled to receive payment for fifty percent (50%) of their accumulated and unused sick leave days as set forth in Article XXI, Section B. Employees who submit their retirement in writing on or before March 31, to be effective the last day of that school year, and who were employed on or after July 1, 2002, will be entitled to receive payment for thirty-five percent (35%) of their accumulated and unused sick leave days as set forth in Article XXI, Section B. Retirements announced after March 31 will receive twenty-five (25%) of the accumulated unused sick leave. Retirement shall mean any of the following:

1. Eligibility for benefits from the State Teachers Retirement System and actual retirement from East Cleveland in which case payment shall be made within thirty (30) calendar days from the date of retirement.
2. Cessation of services with East Cleveland following fifteen (15) or more consecutive years of service and age fifty-two (52) or more. Leaves of absence do not count for nor interrupt consecutive service.
3. Death, in which case payment shall be made to the surviving spouse or, if there is no spouse, to the deceased's estate in accordance with the Ohio Revised Code within thirty (30) calendar days of death.

S. Property Loss Reimbursement

The District agrees to establish a fund of \$5,000 per school year to reimburse employees who suffer a loss or damage to personal property while in the course of their employment with the Board which is not reimbursed through personal insurance or from some other source. Requests for reimbursement from this fund shall be made throughout the school year and payments from the fund shall be made at the end of the school year. If requests for reimbursement exceed \$5,000, requests shall be paid on a pro rata basis. Employees whose personal vehicles are damaged due to malicious vandalism may seek reimbursement from this fund to the extent such damage is not covered by their personal insurance deductible.

T. Travel Reimbursement

Employees who are authorized by the Board to travel on behalf of the District shall be reimbursed for mileage at the Board approved rate and for necessary and actual expenses incurred such as parking and tolls following submission of a requisition to the authorizing supervisor.

U. IRS 125 Accounts

The current premium only account shall be maintained at Board expense and medical spending and dependent care accounts (set up costs paid by Board) shall be made available at participating employee's cost in accordance with applicable federal law.

V. Tuition Reimbursement

The Board shall reimburse an employee for the cost of credit courses approved by the Local Professional Development Committee in accordance with the following guidelines:

1. There shall be an annual total limit on reimbursement of \$50,000 per school year.
2. Employees are eligible to seek reimbursement for up to \$1,200 in tuition in any year. Effective July 1, 2007, the reimbursement shall increase to \$3,000.
3. Applications for reimbursement for the preceding school year shall be submitted by October 1 to the Treasurer's office and shall include evidence of the expense and satisfactory completion of the course.
4. In the event applications exceed \$50,000 for any year, the total of \$50,000 shall be allocated on an equal per capita basis among employees who submit timely and complete applications.
5. Reimbursement will be made to eligible employees by November 15.

W. Per Diem and Hourly Rate Computations

The per diem salary rate of an employee shall be computed by dividing the employee's respective regular annual contract salary found in Appendix K of this Agreement by one hundred eighty-nine (189). The hourly rate of an employee shall be computed by dividing the per diem rate by 7.17.

X. Holidays

The following holidays shall be days off work with pay for the employee in addition to the regular work year of one hundred eighty-nine (189) workdays.

Martin Luther King Day
President's Day
Memorial Day
Labor Day (providing the school year begins before Labor Day)
Thanksgiving Day

ARTICLE XXIX – NO STRIKE CLAUSE

During the duration of this Agreement, neither the ECEA, its agents, nor the employees represented by the ECEA shall engage in, assist in, sanction or approve any strikes, slowdowns, withholding of services or so called "study days" which interfere with the normal operation of the school.

ARTICLE XXX – CATASTROPHIC ILLNESS/INJURY
SICK LEAVE DONATION PROCEDURE

An employee having exhausted all accumulated sick leave as a result of a catastrophic illness or injury of a temporary nature, may be granted additional sick leave days through the donation of accumulated unused sick leave by employees who volunteer to do so in accordance with the following guidelines:

- A. For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include:

Accident resulting in debilitating multiple fracture of amputation of a limb
AIDS
ALS (Amyotrophic Lateral Sclerosis)
Cancer
Cerebral Palsy
Condition causing paralysis
Mental illness (requiring hospitalization)

Muscular Dystrophy
Severe burn involving over 20% of the body
Severe head injury requiring hospitalization
Spinal cord injury
Stroke or cerebrovascular accident
Such other condition that the committee concludes is a “catastrophic illness or injury”

- B. A joint ECEA/Board committee consisting of three (3) employees appointed by the ECEA and three (3) administrators shall be appointed on a yearly basis to review requests under this provision. In order to approve a request for catastrophic illness/injury sick leave donation a two-thirds (2/3rds) vote of the entire committee must prevail.
- C. Applications for catastrophic illness/injury sick leave donation must be submitted to the Personnel Director and the ECEA President. Applications will include, but not limited to the following information:
 - 1. Nature of illness/injury.
 - 2. Physician(s) statement as to the condition and the need for sick leave.
 - 3. Projected date of return to duty, if known.
 - 4. Any other pertinent information that applicant can submit to the committee for its consideration.
- D. The committee shall meet and make a determination regarding the request. The employee shall be informed of the committee’s decision, and reasons, in writing within ten (10) days of the date of application.
- E. Employees may donate up to five (5) days of then accumulated sick leave per school year. To be eligible to participate in the receipt of catastrophic illness/injury sick leave, an employee must be a donor to the sick leave bank in the same school year in which the employee files an application for catastrophic illness/injury sick leave. Employees will be asked to donate on an annual basis during the month of September. Donation of days will be irrevocable.

ARTICLE XXXI – SUPPLEMENTAL POSITIONS

- A. All supplemental salaries shall be paid at the rate set forth in the SUPPLEMENTAL SALARY SCHEDULES attached hereto as Appendix J. Pay for supplemental positions will be prorated if a supplemental position holder fails to perform 25% or more of the supplemental unless absent due to assault leave.
- B. For those positions which carry years of experience credit, employees shall immediately be placed in the appropriate column corresponding to the number of years of experience

credit the employee has as a coach or sponsor of the particular sport or activity. Upon the initial employment of an employee in a supplemental position, credit may be given for experience in the particular activity or sport at the discretion of the Superintendent, but in no case shall the person be advanced more than one column more than his/her actual experience. Once an employee is placed on the schedule, the employee can only move a year for each year of experience in the sport or activity, and the employee must move a year for each year of experience. An employee who functions in the position of assistant and is promoted to the head position, or vice versa, shall be given full credit for experience as long as the assistant experience/head experience is in the same activity or sport.

- C. Preference for reemployment shall be given to employees holding supplemental contracts who wish to be reemployed in the same activity in the next year, however, rehire is not guaranteed.
- D. Whenever a vacancy occurs or a new position is created on the SUPPLEMENTAL SALARY SCHEDULE, the administration shall first post the opening in accordance with Article XV and seek applicants from within the recognized bargaining unit. If no one from the bargaining unit applies within the time designated for applications or if no one is a qualified volunteer (qualified according to administrative standards as established by the appropriate administrator), then, and only then, the administrator may seek and hire applicants from outside the recognized bargaining unit.
- E. All supplemental positions shall have job descriptions mutually developed between the Board and the ECEA. Job descriptions shall set forth fully and explicitly the duties to be performed.
- F. Supplemental salaries shall be paid according to one of the three following payment plans:
 - 1. Fall activities to be paid in total on the first pay date in December.
 - 2. Relatively long activities will receive two installments, on the first pay date in December and the first pay date in June, or on the first pay date in April if the activity has concluded by that date.
 - 3. Spring activities to be paid in total on the first pay date in June.
 - 4. No employee shall expect or receive any payment for performance of supplemental duties performed prior to notice of Board action approving the issuance of a supplemental contract.
- G. The SUPPLEMENTAL SALARY CONTRACT shall designate which of the three payments is applicable to each job.

- H. The Board shall be free to determine which SUPPLEMENTAL SALARY POSITIONS exist and which are filled (subject to Item H., ECEA AND EMPLOYEE RIGHTS AND RESPONSIBILITIES of this Agreement). Pay for supplemental duties shall be negotiated with ECEA. If new positions are created by the Board or if the duties connected with existing positions are substantially altered, the pay for the newly created or altered position shall be negotiated by a committee of equal numbers to be appointed by the ECEA President and the Superintendent. Each party shall be free to appoint its own representatives to the committee. The pay that is determined by the committee shall be considered an addendum to the existing SUPPLEMENTAL SALARY SCHEDULE. It is understood that an activity may be commenced while the process of determining the pay level proceeds, and the pay that results shall be effective with the first day the activities began.
- I. Supplemental contracts shall automatically non-renew at the conclusion of the school year without further action by the Board. Additional written notice of non-renewal of supplemental contracts is not required but may occur at the discretion of the administration.

ARTICLE XXXII – EMERGENCY MEETINGS

In the event of a District emergency as determined by the Superintendent, the Superintendent may call a District-wide meeting and attendance at such meetings shall be mandatory. The ECEA President shall be notified of such meeting when practical.

ARTICLE XXXIII – DURATION OF AGREEMENT

A. Provisions Invalid Under the Law

If any provision of this Agreement or any application thereof to any employee or group of employees is held to be invalid under law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The contract itself will remain in full force and effect for its duration; however, the parties will meet within ten (10) working days for the purpose of renegotiating only the provision(s) held to be invalid under law.

B. Duration

This agreement shall take effect upon ratification by the ECEA and approval by the Board and shall remain in effect from July 1, 2010 through August 17, 2013. This agreement supersedes all former agreements and understandings. This Agreement between the parties is entered into on August 23, 2010, and attested to by representatives whose signatures appear below.

FOR THE ECEA

Maryalice Conkey
President

Steven D Mitchell
Vice-President

Sullivan M. Solbert
Negotiation Team Member

Susan C. Range
Negotiation Team Member

Heather Callaway
Negotiation Team Member

FOR THE BOARD

Richard H. Green
President

Myra Lay Coley
Superintendent

Dr. John R. Bueche
Negotiation Team Member

Paula Elder
Negotiation Team Member

Daniela R. Prince
Negotiation Team Member

Malcolm L. Lobo
Negotiation Team Member

APPENDIX A

CLASSROOM OBSERVATION

Employee _____ Observer _____

Grade/Subject _____ Observation Date _____

Appraisal Scale: E = Excellent
 S = Satisfactory
 NI = Needs Improvement
 U = Unsatisfactory
 N.O. = Not Observed

Starting Time _____ Ending Time _____

I. INSTRUCTIONAL PROCEDURES

- _____ Evidence of planning
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

II. MANAGEMENT SKILLS

- _____ Organization of materials and supplies
- _____ Follows building and Board procedures which relate to classroom functions
- _____ Maintains student discipline
- _____ Organization of classroom

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

III. PUPIL-EMPLOYEE RELATIONSHIP

_____ Helps child to develop and maintain good self-concept
_____ Establishes good rapport

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

Observer's Comments:

Signature

Employee's Comments:

Signature
Conference Date _____

The signature of the employee does not indicate approval of the ratings or comments but rather that he/she received a copy of this form. If the employee wishes to file a written response, the employee may do so.

(Additional pages may be used if needed.)

EMPLOYEE EVALUATION FORM

Employee _____ Evaluator _____
Grade/Subject _____

Evaluation Scale: E = Excellent
S = Satisfactory
NI = Needs Improvement
U = Unsatisfactory
N.O. = Not Observed

I. INSTRUCTIONAL PROCEDURES

- _____ Evidence of planning
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

II. MANAGEMENT SKILLS

- _____ Organization of materials and supplies
- _____ Renders prompt and accurate reports
- _____ Follows building and Board procedures
- _____ Maintains student discipline
- _____ Organization of classroom

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

III. PUPIL-EMPLOYEE RELATIONSHIPS

- _____ Helps child to develop and maintain good self-concept
- _____ Establishes good rapport
- _____ Counseling students

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

IV. PARENT -EMPLOYEE RELATIONSHIPS

- _____ Encourages communication
- _____ Communicates in a professional manner

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

V. STAFF-EMPLOYEE RELATIONSHIPS

- _____ Works in a positive manner with school personnel (Human Relations)
- _____ Maintains communication

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

VI. PERSONAL CHARACTERISTICS

- _____ Reliable
- _____ Adaptable
- _____ Appropriate appearance

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

VII. PROFESSIONAL IMPROVEMENT

- _____ Attendance at professional development academies.
- _____ Attendance at outside professional development opportunities.
- _____ Implementation of professional development skills.

Commendations and noted improvement: _____

Deficiencies and areas needing improvement: _____

Means for improvement: _____

Administrator's Comments:

Employee's Comments:

Administrator's Signature

Date

Employee's Signature

Date

The signature of the employee does not indicate approval of the evaluation but rather that he/she has received a copy of the form.

Note: Failure to demonstrate improvement in noted deficiencies may result in non-renewal of limited teaching contracts and termination of continuing contracts.

(Additional pages may be used if needed.)

APPENDIX C

NON-CLASSROOM OBSERVATION/EVALUATION

Employee _____
Position _____
Evaluator _____
Location _____

Observations may be conducted as a discussion of the duties and responsibilities between the employee and the observer/evaluator. Information reviewed in this discussion may include: written documentation, files, records, reports and conference summaries.

Letters in the vertical column correspond with the letters in the "Duties and Responsibilities".

Evaluation Scale: E = Excellent
S = Satisfactory
NI = Needs Improvement
U = Unsatisfactory
N.O. = Not Observed

Areas	Evaluation	Comments
A	_____	_____
B	_____	_____
C	_____	_____
D	_____	_____
E	_____	_____
F	_____	_____
G	_____	_____
H	_____	_____
I	_____	_____
J	_____	_____
K	_____	_____
L	_____	_____
M	_____	_____
N	_____	_____

O	_____	_____
P	_____	_____
Q	_____	_____
R	_____	_____
S	_____	_____
T	_____	_____

Observer/Evaluator's Comments:

Employee's Comments:

Observer/Evaluator's Signature

Date

Employee's Signature

Date

The signature of the employee does not indicate approval of the ratings or comments, but rather that he/she received a copy of this form. If the employee wishes to file a written response, the employee may do so.

**NON-CLASSROOM EMPLOYEE
DUTIES AND RESPONSIBILITIES**

Existing positions have been reviewed and are included in this agreement. New positions which are created after ratification of this agreement will undergo a similar process of review and will then be included under this area of the agreement.

(Additional pages may be used if needed.)

APPENDIX D

WORKING DEFINITIONS FOR EMPLOYEE OBSERVATION AND EVALUATION FORMS

Ratings:

- E = Excellent
This rating means that the employee's performance is higher than satisfactory.
- S = Satisfactory
Sufficient to meet the requirement – does not mean perfect or excellent performance and may be accompanied by a suggestion for improvement.
- NI = Needs Improvement
This rating means that the employee's performance has deficiencies, but is not unsatisfactory.
- U = Unsatisfactory
The unsatisfactory rating requires specification of the basis for the rating. In addition it must be shown that an opportunity to improve has been given between observations.
- N.O. = Not Observed
Item on form may not have been observed at the time of observation.

I. INSTRUCTIONAL PROCEDURES

A. Evidence of planning

1. Use of time space within a period; e.g., not taking excessive time to get started.
2. Lesson Plans. Within each building, lesson plan format(s) and procedures will be determined by a committee appointed by the principal and the ECEA building representative. The primary goal of lesson plan format(s) and procedures is to accomplish effective and efficient lesson planning. The lesson plan format(s) and procedures shall be reduced to writing and submitted to the building principal. Lesson plans are to be turned in as indicated by building procedure.

Supplementary plans for substitutes can be submitted when the employee is absent.

Within thirty (30) days following the effective date of this agreement, either the building principal or the ECEA building representative may convene a committee in accordance with sentence 1 in paragraph one

above for the purpose of reviewing/revising lesson plan format(s) and procedures. If neither the ECEA building representative nor the building principal does so or if the committee is unable to reach consensus on revised lesson plan format(s) and procedures within sixty (60) days of the committee's first meeting, the format(s) and procedures used in the 1992-93 school year shall continue.

3. Materials on hand as indicated within plan.
 4. Lesson meets curricular objectives of District Course of Study.
- B. Organization of instructional procedures
1. Smooth transition of events in the classroom
 2. Sequence: beginning-middle-end to period and to lesson
 3. Efficient use of time
 4. Flexibility when appropriate
- C. Provides for differences in capacities of pupils
1. Evidence of individualization techniques, when appropriate
 2. Evidence of planning to meet more than one level of ability (small/large group techniques)
- D. Use of resourceful techniques
1. Creativity
 2. Variety
 3. Appropriate use of available materials
 4. Finding own source of materials
- E. Use of appropriate procedures to evaluate student learning
1. Use of pre- and post-tests
 2. Variety of evaluative techniques

3. Student awareness of:
 - Employee expectations
 - Evaluation instruments to be used
 - Progress during unit and/or grading period
 4. Fairness and consistency
 - Student attitude should not affect ability grade
 - Beware of “halo effect”
 5. Sufficient and appropriate documentation of grades
- F. Skill in presentation
1. Motivation
 2. Clarity of concepts
 3. Occurrence of communication: two-way, positive
 4. Poise/composure
 5. Use of proper English
 6. Voice: audible, variable, proper enunciation
- G. Student participation
1. Evidence of student attentiveness
 2. Evidence of attempts to motivate apathetic students
 3. Involvement in class
- H. Knowledge of subject matter
1. Background/experiences on which to draw
 2. Abreast of current developments
 3. Proper vocabulary and correct terminology
 4. Ability to field questions/appropriate responses

II. MANAGEMENT SKILLS

- A. Organization of materials and supplies
Materials orderly and available
- B. Renders prompt and accurate reports
Self-explanatory
- C. Follows building and Board procedures
Self-explanatory; i.e., attendance, promptness, schedules, etc.
- D. Maintains student discipline
Self-explanatory
- E. Organization of classroom
 - 1. Physical concerns met (if possible); i.e., heat, light, ventilation, cleanliness (non-custodial), etc.
 - 2. Evidence in room of subject(s) being taught; i.e., appropriate bulletin boards, student work, etc.
 - 3. Room arrangement(s) appropriate for student learning activities

III. PUPIL-EMPLOYEE RELATIONSHIP

- A. Helps child to develop and maintain good self-concept
 - 1. Positive response to students' questions and answers
 - 2. Encouragement of students within class
 - 3. Avoidance of embarrassment of students
 - 4. Evidence of mutual respect
- B. Establishes good rapport
- C. Counseling students
Teacher is readily available after school, before and after class.

IV. PARENT-EMPLOYEE RELATIONSHIPS

- A. Encourages conferences with parents when appropriate
- B. Conducts conferences in a professional manner

- C. Communicates in a professional manner. This should include the appearance as well as the content of written communications.

V. STAFF-EMPLOYEE RELATIONSHIPS

(To be rated only to the extent that it directly affects the educational program.)

- A. Works in a positive manner with school personnel (Human Relations)
 - 1. Positive attitude
 - 2. Can give and take constructive criticism
 - 3. Willingness to compromise
 - 4. Cooperation
 - 5. Support to colleagues
- B. Maintains communication
 - 1. Willingness to deal with proper channels of communication
 - 2. Give and take on a professional level
 - 3. Employee's initiation of conference as well as Immediate Supervisor's

VI. PERSONAL CHARACTERISTICS

- A. Reliable (self-explanatory)
- B. Adaptable (self-explanatory)
- C. Appropriate appearance

VII. PROFESSIONAL IMPROVEMENT

Ranked and may be commented on when appropriate (professional meetings, workshops, programs, etc.)

CERTIFICATED EMPLOYEE ABSENCE REPORT

Employee _____ Date _____
Date(s) of Absence _____ School _____
REASON FOR ABSENCE: _____ No. of Days Absent _____

- A. SICK LEAVE (If sick leave, please check specific reason.)
1. Personal Illness
2. Illness in Family
3. Death in Family
4. Doctor/Dental Appointment
5. Other (specify): _____

(If ill and attended by a physician, please list physician's name and address.)

_____(Physician's Name) _____(Address)

- B. PERSONAL LEAVE (If personal leave, please check specific reason.)
1. Damage to Property
2. Court appearance
3. Religious observance
4. Graduation exercise
5. Funeral outside family
6. Personal business
7. Wedding
8. Other (specify) _____

- C. PROFESSIONAL LEAVE (Board approval)
D. SCHOOL BUSINESS (Immediate Supervisor approval)
E. JURY DUTY
F. ASSAULT LEAVE

I HEREBY CERTIFY THAT THE ABSENCE WAS FOR THE REASON INDICATED ABOVE.

_____(Signature of Employee)

_____(Signature of Immediate Supervisor)

_____(Signature of Personnel Director)

ADVANCE REQUEST FOR PERSONAL LEAVE FORM

I hereby certify that I am using leave to take care of a personal matter of the type indicated below.*

CHECK ONE OF THE FOLLOWING:

- A. _____ Incident involving damage to family property.
- B. _____ Court appearance as litigant or witness.
- C. _____ Observance of religious holidays where total abstinence from work is required
- D. _____ Attendance at graduation exercises for employee, spouse, children or other member of the immediate family, for graduation from high school or higher institution.
- E. _____ Funerals outside the immediate family.
- F. _____ Personal business which cannot be attended to outside of working hours.
- G. _____ For the wedding of the employee or if the employee is a member of the wedding party or a member of the immediate family of the bride or bridegroom.
- H. _____ Other (specify) _____

The leave day(s) is to be taken on _____

Employee's Signature

Work Location

Date

Date

Date

Immediate Supervisor's Signature

Personnel Director's Signature

_____ Approved

_____ Disapproved

*Additional information may be required if valid reason exists for questioning.

SCHOOL HEALTH SERVICE

I. Goals

To maintain and improve the health of students through a program including health appraisals, physical examinations, control of contagion, first aid, and encouragement in the correction of health problems.

To promote understanding of health through a program of education and counseling of students, parents, employees, and others (excluding formal teaching in a classroom setting).

II. Duties and Responsibilities

- A. Administer first-aid for accident or illness.
- B. Complete appropriate screenings
 - 1. Vision/hearing for students in grades K, 1, 3, 5, 7, 9, and all new students.
 - 2. Height, weight, blood pressure, and dental when feasible.
 - 3. Scoliosis for 7th grade girls and 8th grade boys.
- C. Assist physician with exams
 - 1. Athletics.
 - 2. Work permits.
 - 3. Referrals from principals, employee, nurses, school psychologists, and speech therapists.
- D. Administer medication only upon written request of student's physician/parent.
- E. Maintain health/immunization records
 - 1. Adequate and up-to-date
 - 2. Appropriate follow-up for immunization deficiencies, chronic illnesses.
- F. Contact parents when appropriate
 - 1. Notification of child's illness or injury.
 - 2. Interpret findings/recommendations.
 - a. Immunization needs.
 - b. Screenings and other referrals.
 - c. Health problems needing further attention.
 - d. School health policies.
 - 3. Informal teaching/counseling as appropriate.

- G. Provide service to school staff
 - 1. Aid in observation of students and understanding of health problems.
 - 2. Interpret findings/recommendations as appropriate.
 - 3. Work jointly in matters concerning health/safety.

- H. Interact with other agencies
 - 1. Cooperate with health departments at the local, county, state, and national levels.
 - 2. Be familiar with local health/welfare/social service agencies and their programs, so that referrals can be made as appropriate.

- I. Maintain equipment and supplies (includes inventory, ordering, storing, and appropriate use).

- J. Maintain accurate reports and records (including, but not limited to: health records, monthly reports, screening and referral information, physical exams, accident reports, early dismissal (medical). exclusions (for contagion or immunization deficiency), and correspondence re: student health or school health policy).

- K. Perform other duties as assigned by the Immediate Supervisor or his/her designee.

IN-SCHOOL SUSPENSION COORDINATOR

I. Goals

To develop and reinforce a behavioral program that will increase students' awareness of themselves, the conflicts surrounding them, and the necessity for a positive attitude toward learning, fellow classmates, employees, and school.

II. Duties and Responsibilities

A. Review reasons for referral and identify behavior problems.

B. Counsel students to prevent disruptive behavior.

1. Develop and implement program for uninvolved and under achieving students.
2. Develop and implement program for increasing students' awareness of others.
3. Help student improve self-worth and encourage student in accepting responsibilities.
4. Review, discuss, and reinforce rules and regulations of school, classroom, and ISS.
5. Insure that Student Handbooks and In-School Suspension Handbooks are available for reinforcement.

C. Provide academic assistance.

1. Emphasize proper study habits.
2. Reinforce academic requirements.
3. Review instructions with students and assist them.
4. Monitor completion of assignments.
5. Provide instructional materials needed for assignments; i.e., books, dictionaries, encyclopedia, etc.

D. Coordinate ISS program with employees.

1. Communicate with employees concerning school-related work and activities.
2. Encourage employees to volunteer in assisting their students with assignments.
3. Insure that all assignments and directions are in order.
4. Administer tests upon employee request.

E. Direct and assist ISS staff in the assessment of students.

F. Maintain student records.

1. Prepare student folders.
2. Maintain records on the entry and exit of students in the ISS program.

3. Send assignment and feedback request sheets to employees.
 4. File assignment sheets for ISS records.
 5. File student personal information sheet.
 6. Record information of students assigned to ISS; i.e., dates and number of days assigned, date returned to class.
 7. Insure each unit office is equipped with forms needed to process ISS students.
- G. Continue program development.
1. Read, study, and research materials for different strategies to improve the program.
 2. Visit other ISS programs to gather ideas.
- H. Perform other duties as assigned by Immediate Supervisor or his/her designee.
- III. Other Responsibilities (Heritage)
- I. Conduct group counseling.
 - J. Notify and assist counselor with students assigned to ISS.
 - K. Make referral to counselor if further counseling is needed.
 - L. Supervise lunch period of ISS students.
 - M. Supervise work detail.
 1. Identify type of work student can do.
 2. Assign student to work area.
 3. Designate time for service.
 4. Evaluate work.
 5. Obtain feedback concerning quality of work.
- III. Other Responsibilities (Shaw)
- I. Conduct meetings with parents of students who lack motivation or are considered discipline problems.
 - J. Involve and coordinate community resources in support programs for students.

GUIDANCE COUNSELOR

Duties and Responsibilities

- A. Provide counseling services for all students within the particular class and/or domain for which the counselor is responsible.
- B. Become thoroughly familiar with the individual inventories and records of all students in the assigned class or domain.
- C. Supervise the maintenance of all records pertinent to assigned students. (e.g., permanent record folders, master folder anecdotal records, etc.)
- D. Maintain anecdotal records of all conferences with students.
- E. Supervise and coordinate all testing programs of students in their designated classes and/or domain. Such testing would include: assessment for college admission, scholarship competition, job aptitudes and interests, general personality, and/or achievement testing, as is appropriate.
- F. Direct activities related to the enrollment of students who enter the school by individual transfer, as is appropriate.
- G. Develop appropriate programs for scheduling purposes.
- H. Initiate and follow through on referrals of students to other special services offered within the school system.
- I. Provide for the dissemination of educational and vocational information and materials to students and faculty.
- J. Arrange for conferences and interviews between college, business, and job representatives and students and staff, as appropriate.
- K. Supervise the writing of recommendations for students concerning college, job applications and alternative education, as appropriate.
- L. Upon request, provide in-service education to the staff regarding various facets of counseling theory and practice as well as an articulation of the guidance curriculum.
- M. Assume other responsibilities as assigned by the Immediate Supervisor, the Director of Pupil Services, and the Superintendent.

SCHOOL PSYCHOLOGIST

Duties and Responsibilities

- A. Administer an individual psycho-educational evaluation of all East Cleveland students referred to the Department of Psychological Services by principals, guidance counselors, employees, administrators, parents, and outside agencies.
- B. Utilize diagnostic instruments and techniques appropriate for the area of handicap or suspected handicap being evaluated as required in the State Rules for the Education of Handicapped Children.
- C. Identify, evaluate, and conduct the three-year re-evaluation of handicapped students.
- D. Participate actively on the Pupil Personnel Services Team.
- E. Participate in the development of the IEP and in the IEP Conference of each newly identified handicapped student.
- F. Provide individual and/or group counseling for students identified as handicapped and their parents/guardians.
- G. Provide individual and/or group counseling for regular education students as determined by the building PPS Team.
- H. Consult with employees, parents, and administrators regarding the academic and behavioral needs and/or mental health of students.
- I. Assist with staff development in the areas of assessment, curriculum, instruction, effective education, etc.
- J. Act in an advisory capacity to the District when selecting District-wide test instruments for assessing group intelligence or achievement, developing new programs, etc.
- K. Be available for presentations, etc., for parent groups.
- L. Supervise and train area university interns working within the District.
- M. Maintain complete files, records, and written psychological reports on each student referred and/or served.
- N. Perform all other duties as assigned by the Chief Psychologist; the Administrator; Special Education Programs; and the Superintendent.

SPEECH, LANGUAGE AND HEARING PATHOLOGIST

Duties and Responsibilities

- A. Identify all East Cleveland students suspected of having speech and/or language handicaps who are referred to the Department of Speech, Language, and Hearing Services by principals, guidance counselors, employee, administrators, parents, and outside agencies.
- B. Diagnose and appraise specific speech and/or language handicaps by administering an individual multi-factored evaluation as required in the State Rules for the Education of Handicapped Children.
- C. Refer suspected speech and/or language handicapped students for medical or other professional attention necessary for the habilitation of speech or language handicaps.
- D. Provide speech and language services for the habilitation or prevention of communication handicaps through conducting individual and/or group therapy sessions to correct/remediate specific communicate disorders and/or through communicating with parents and employees.
- E. Provide counseling, instruction, and guidance of parents, students, employees, and administrators regarding the treatment and prevention of communication disorders.
- F. Participate actively on the Pupil Personnel Services Team.
- G. Develop an IEP for each student identified as speech and/or language handicapped using data obtained from the multi-factored evaluation as required in the State Rules for the Education of the Handicapped and participate in the IEP Conference.
- H. Maintain complete files, records, and written progress reports on each student referred and/or served.
- I. Perform all other duties as assigned by the Supervisor in Special Education; the Administrator, Special Education Programs; and the Superintendent.

VOCATIONAL SPECIAL EDUCATION COORDINATOR

Duties and Responsibilities

- A. Provide assistance in either an informal and/or formal work evaluation of handicapped students referred to a vocational educational planning district or joint vocational school district for placement.
- B. Monitor students' progress in accordance with the IEP and the vocational education program.
- C. Assist and participate in the development of the IEP and vocational education program, including the development of specific instructional objectives.
- D. Assist the classroom employee and vocational instructor in the development and modification of curriculum and instructional materials.
- E. Assist the classroom employee and vocational instructor in the development of new teaching techniques and classroom management techniques.
- F. Provide supplemental instruction to those handicapped students requiring intensive support.
- G. Provide liaison to school personnel, students, parents, and community regarding vocational and/or training program needs, goals, and purpose.
- H. Serve as liaison to employees, counselors, lab instructors, and work study coordinators who are directly involved with providing services to the handicapped student.
- I. Assist in the development of an on-going referral system and occupational work evaluation for tenth grade handicapped students.
- J. Monitor progress of handicapped students on a continuous basis and develop procedures for returning handicapped students to the work study program, home school program or home school vocational educational programs.
- K. Work cooperatively with other school districts and outside agencies in planning and/or providing appropriate vocational education programs for handicapped students (16-).
- L. Represent the District at all regional Vocational Special Education Coordinators' Meetings and Vocational Education/Special Education Regional Task Force Meetings.
- M. Assist the Work Study Coordinator in follow-up studies to determine the current status and occupational placement of program graduates and non-graduates.

- N. Maintain complete files, records, and written progress reports on each student referred and/or served.
- O. Perform all other duties as assigned by the Administrator, Special Education Programs; the Administrator, Vocational Education Programs; and the High School Principal or designee.

SCHOOL LIBRARY MEDIA SPECIALIST

Duties and Responsibilities

- A. Evaluate, select, acquire, and organize all materials, both print and nonprint, in terms of board-approved materials selection policy.
- B. Relate the utilization of materials and equipment to learning situations to meet instructional needs.
- C. Analyze and evaluate the library program and make recommendations for improvements.
- D. Provide reading, listening, and viewing guidance for students and employees.
- E. Instruct and encourage students and employees, both individually and in groups, to use materials and equipment effectively.
- F. Render prompt and accurate reports.
- G. Answer inquiries and assist students and employees to locate resources valuable to their educational needs and to the growth of their personal interests and abilities.
- H. Supervise supporting staff as assigned to the school library media center.
- I. Designate duties and train subordinate staff members following established criteria as outlined in job descriptions and contracts.
- J. Participate in the development of procedures and recommendations of policies for the school library media center.
- K. Inform the faculty and administration of materials, equipment, innovations, research, and current developments in the field of instructional technology.
- L. Implement an appropriate public relations program designed to communicate the philosophy of the school library media center.
- M. Gain support for the school library media program by cooperating with:
 - administration
 - faculty
 - students
 - community
- N. Work with employees to design instructional experiences.

- O. Act as a resource person in the classroom when requested by the employee.
- P. Maintain an inviting atmosphere conducive to good study and proper use of the school library media center.
- Q. Attend professional meetings.
- R. Assume other duties as assigned by the final evaluator and/or the Immediate Supervisor.
- S. Professional Improvement. (Not to be rated but may be commented on.)

RESOURCE TEACHER

Duties and Responsibilities

- A. Conduct home-school counseling programs for students as directed by the Administrator of Pupil Personnel Services.
- B. Make home visits and conduct conferences with parents for the following:
 - 1. Illness
 - 2. Behavioral and attendance problems
 - 3. Disciplinary action
 - 4. Interpretation of school policies and programs
 - 5. School achievement
- C. Keep written records of home visits as directed by the Administrator of Pupil Personnel Services.
- D. Conduct, coordinate, and supervise the pupil registration program as directed by the Administrator of Pupil Personnel Services.
 - 1. Finalize the completion of all registration forms.
 - 2. Supervise the distribution and collection of registration forms for all pupils
 - 3. Check all registration cards and forms.
- E. Counsel employees about pupils when appropriate.
- F. Provide in-school counseling for pupils when appropriate.
- G. Make pupil referrals to other school services through the building principal when appropriate.
- H. Make referrals to the Administrator of Pupil Personnel Services for all information relating to housing, non-resident students, guardianship, etc.
- I. Work in conjunction with area civic association, education committee, P.T.A. council, etc. as directed by the Administrator for Pupil Personnel Services.
- J. Attend community meetings when requested by the Administrator of Pupil Personnel Services.
- K. Complete all reports relating to program duties as requested by the Administrator of Pupil Personnel Services.
- L. Assume other duties as assigned by the Administrator of Pupil Personnel Services, and the Superintendent.

GRIEVANCE FORM

GRIEVANCE NO. _____

Date of Filing: _____

NAME OF GRIEVANT _____

ASSIGNMENT _____

SCHOOL BUILDING _____

DATE GRIEVANCE OCCURRED _____

SECTION(S) OF AGREEMENT ALLEGEDLY VIOLATED, MISINTERPRETED, OR MISAPPLIED _____

DATE OF STEP 1 INFORMAL DISCUSSION: _____

A. Statement of the grievance, including the facts upon which this grievance is based:

B. Relief Sought:

Signature of Grievant

Date

Signature of Person Receiving Grievance at Initial Filing

Date Received

SUPPLEMENTAL SALARY SCHEDULE

Position – SHAW

Ratio of a BA Minimum for Years of Approved Experience

	0-2	3-5	6-8	9+
Athletic Director	.168	.192	.216	.240
Faculty Manager (Boys)	.102	.120	.134	.150
Faculty Manager (Girls)	.102	.120	.134	.150
Head Football	.134	.157	.180	.202
Assistant Football	.090	.104	.120	.134
Football Equipment Manager	.060	.070	.080	.090
Athletic Trainer	.090	.104	.120	.134
Head Basketball (Boys, Girls)	.134	.157	.180	.202
Assistant Basketball (Boys, Girls)	.090	.104	.120	.134
Head Wrestling	.121	.128	.146	.163
Assistant Wrestling	.072	.086	.097	.108
Head Swimming	.121	.128	.146	.163
Assistant Swimming	.072	.086	.097	.108
Head Volleyball	.070	.083	.094	.104
Assistant Volleyball	.046	.055	.062	.070
Head Baseball	.090	.104	.120	.134
Assistant Baseball	.059	.068	.077	.086
Head Track (Boys, Girls)	.090	.104	.120	.134
Assistant Track (Boys, Girls)	.059	.068	.077	.086
Head Softball (Girls)	.090	.100	.110	.124
Assistant Softball	.059	.068	.077	.086
Tennis (Boys)	.060	.070	.080	.090
Tennis (Girls)	.060	.070	.080	.090
Golf	.055	.065	.073	.083
Cross Country (Boys)	.068	.082	.092	.103
Cross Country (Girls)	.068	.082	.092	.103
Marching Band	.134	.157	.180	.202
Assistant Marching Band	.072	.086	.097	.108
Orchestra/Spring Musical	.072	.086	.097	.108
Ticket Manager	.070	.083	.094	.104
Senior Adviser	.083	.096	.110	.124
Video Productions	.083	.096	.110	.124
Bookstore	.083	.096	.110	.124
Yearbook	.083	.096	.110	.124
Forensics	.083	.096	.110	.124
Assistant Forensics	.060	.070	.080	.090

Mock Trial	.083	.096	.110	.124
National Honor Society Advisor	.083	.096	.110	.124
Student Council	.083	.096	.110	.124
School Paper	.083	.096	.110	.124
Rhythm Teens	.083	.096	.110	.124
Vocal Music/Spring Musical	.083	.096	.110	.124
Drama (1 fall, 1 spring production)	.083	.096	.110	.124
Head Cheerleaders	.090	.104	.120	.134
Assistant Cheerleaders	.060	.070	.080	.090
Hi Liters	.058	.064	.072	.082
9th Grade Band	.013	.019	.022	.024

Position – HERITAGE

Ratio of a BA Minimum for Years of Approved Experience

	0-2	3-5	6-8	9+
Athletic Director	.102	.120	.134	.150
Head Football	.090	.104	.120	.134
Assistant Football	.060	.070	.080	.090
Head Basketball (Boys)	.070	.083	.094	.104
Assistant Basketball (Boys)	.060	.070	.080	.090
Head Basketball (Girls)	.070	.083	.094	.104
Assistant Basketball (Girls)	.060	.070	.080	.090
Head Track (Boys, Girls)	.060	.070	.080	.090
Assistant Track (Boys, Girls)	.046	.055	.062	.070
Head Wrestling	.070	.083	.094	.104
Assistant Wrestling	.059	.068	.077	.086
Head Baseball	.060	.070	.080	.090
Assistant Baseball	.040	.048	.054	.068
Head Softball	.060	.070	.080	.090
Assistant Softball	.040	.048	.054	.068
Tennis	.046	.055	.062	.070
Volleyball	.060	.070	.080	.090
Cheerleaders	.040	.048	.054	.068
Stage Crew	.060	.070	.080	.090
Bookstore	.070	.083	.094	.104
Student Activity Advisor	.083	.096	.110	.124
Treasurer	.083	.096	.110	.124
Audio-Visual Coordinator	.096	.113	.128	.145
Band	.108	.128	.146	.163
Intramurals	.060	.070	.080	.090
Student Council	.083	.096	.110	.124
Yearbook	.083	.096	.110	.124

Newspaper	.083	.096	.110	.124
NJHS	.083	.096	.110	.124
Drill Team	.083	.096	.110	.124

Elementary – After-School Activities*

Safety Patrol	.040	.048	.054	.068
Student Council	.040	.048	.054	.068
3 days per week	.070	.083	.094	.104
2 days per week	.046	.055	.062	.070
1 day per week	.024	.028	.031	.035

Other Positions

Guidance Counselors	10 days per diem
Career Awareness Program	\$3,000.00
Head Librarian	10 days per diem
Tutoring (Each School)	(Paid in accordance with Article XXVII, Section B)
Mediation	(Paid in accordance with Article XXVII, Section B)
Proficiency Power Coordinator	(Paid in accordance with Article XXVII, Section B)

*Each elementary has five (5) periods per week available.

**EMPLOYEE SALARY SCHEDULES
EFFECTIVE 2010-2011**

<u>Step</u>	<u>Non-Deg</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate</u>
1	0.9000 33835	1.0000 37594	1.0200 38346	1.0400 39098	1.0600 39850	1.0900 40977	1.1336 42617
2	0.9450 35526	1.0500 39474	1.0730 40338	1.1050 41541	1.1250 42293	1.1550 43421	1.2012 45158
3	0.9900 37218	1.1000 41353	1.1260 42331	1.1700 43985	1.1900 44737	1.2200 45865	1.2698 47737
4	1.0350 38910	1.1500 43233	1.1790 44323	1.2350 46429	1.2550 47180	1.2850 48308	1.3364 50241
5	1.0800 40602	1.2000 45113	1.2320 46316	1.3000 48872	1.3200 49624	1.3500 50752	1.4040 52782
6	1.1250 42293	1.2500 46993	1.2850 48308	1.3650 51316	1.3850 52068	1.4150 53196	1.4716 55323
7	1.1700 43985	1.3000 48872	1.3380 50301	1.4300 53759	1.4500 54511	1.4800 55639	1.5392 57865
8	1.2150 45677	1.3500 50752	1.3910 52293	1.4950 56203	1.5150 56955	1.5450 58083	1.6068 60406
9	1.2600 47368	1.4000 52632	1.4440 54286	1.5600 58647	1.5800 59399	1.6100 60526	1.6744 62947
10	1.3050 49060	1.4500 54511	1.4970 56278	1.6250 61090	1.6450 61842	1.6750 62970	1.7420 65489
11	1.3500 50752	1.5000 56391	1.5500 58271	1.6900 63534	1.7100 64286	1.7400 65414	1.8096 68030
12	1.3950 52444	1.5500 58271	1.6030 60263	1.7550 65977	1.7750 66729	1.8050 67857	1.8772 70571
13	1.4400 54135	1.6000 60150	1.6560 62256	1.8200 68421	1.8400 69173	1.8700 70301	1.9448 73113
14	1.4850 55827	1.6500 62030	1.7090 64248	1.8850 70865	1.9050 71617	1.9350 72744	2.0124 75654
15	1.5300 57519	1.7000 63910	1.7620 66241	1.9500 73308	1.9700 74060	2.0000 75188	2.0800 78196
16	1.5750 59211	1.7500 65790	1.8150 68233	2.0150 75752	2.0350 76504	2.0650 77632	2.1476 80737

**EMPLOYEE SALARY SCHEDULES
EFFECTIVE 2011-2012**

<u>Step</u>	<u>Non-Deg</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate</u>
1	0.9000 34850	1.0000 38722	1.0200 39496	1.0400 40271	1.0600 41045	1.0900 42207	1.1336 43895
2	0.9450 36592	1.0500 40658	1.0730 41549	1.1050 42788	1.1250 43562	1.1550 44724	1.2012 46513
3	0.9900 38335	1.1000 42594	1.1260 43601	1.1700 45305	1.1900 46079	1.2200 47241	1.2698 49169
4	1.0350 40077	1.1500 44530	1.1790 45653	1.2350 47822	1.2550 48596	1.2850 49758	1.3364 51748
5	1.0800 41820	1.2000 46466	1.2320 47706	1.3000 50339	1.3200 51113	1.3500 52275	1.4040 54366
6	1.1250 43562	1.2500 48403	1.2850 49758	1.3650 52856	1.3850 53630	1.4150 54792	1.4716 56983
7	1.1700 45305	1.3000 50339	1.3380 51810	1.4300 55372	1.4500 56147	1.4800 57309	1.5392 59601
8	1.2150 47047	1.3500 52275	1.3910 53862	1.4950 57889	1.5150 58664	1.5450 59825	1.6068 62219
9	1.2600 48790	1.4000 54211	1.4440 55915	1.5600 60406	1.5800 61181	1.6100 62342	1.6744 64836
10	1.3050 50532	1.4500 56147	1.4970 57967	1.6250 62923	1.6450 63698	1.6750 64859	1.7420 67454
11	1.3500 52275	1.5000 58083	1.5500 60019	1.6900 65440	1.7100 66215	1.7400 67376	1.8096 70071
12	1.3950 54017	1.5500 60019	1.6030 62071	1.7550 67957	1.7750 68732	1.8050 69893	1.8772 72689
13	1.4400 55760	1.6000 61955	1.6560 64124	1.8200 70474	1.8400 71248	1.8700 72410	1.9448 75307
14	1.4850 57502	1.6500 63891	1.7090 66176	1.8850 72991	1.9050 73765	1.9350 74927	2.0124 77924
15	1.5300 59245	1.7000 65827	1.7620 68228	1.9500 75508	1.9700 76282	2.0000 77444	2.0800 80542
16	1.5750 60987	1.7500 67764	1.8150 70280	2.0150 78025	2.0350 78799	2.0650 79961	2.1476 83159

AGREEMENT
Among the
EAST CLEVELAND CITY SCHOOLS BOARD OF EDUCATION
And
PATRICIA FROST-BROOKS
And
OHIO EDUCATION ASSOCIATION

THIS AGREEMENT is entered into by and among the EAST CLEVELAND CITY SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the "Employer", the OHIO EDUCATION ASSOCIATION OFFICER, PATRICIA FROST-BROOKS, PRESIDENT, hereinafter referred to as the "Employee", and the OHIO EDUCATION ASSOCIATION, hereinafter referred to as the "Teacher Professional Organization" or "TPO".

Declarations

WHEREAS, the Employee presently has a written contract with the Employer as a regular employee; and

WHEREAS, the Employee has been elected to a three (3) year term of office as an officer of the TPO commencing on September 1, 2007; and

WHEREAS, the Employee has requested and been granted a three (3) year leave of absence to enable her to assume elected duties; and

WHEREAS, in accordance with Article V of the Agreement between the Board and the East Cleveland Education Association (ECEA), a copy of which is incorporated herein by reference, the Board has issued and will continue to issue Employee, a supplemental contract for TPO duties during her elected term of office; and

WHEREAS, the Board and the ECEA wish to identify and resolve certain questions concerning the granting of said three (3) year leave of absence by the Employer to the Employee.

NOW THEREFORE, in consideration of the respective promises contained herein and the performance thereof as herein provided, the Board, the Employee, and the TPO, do hereby mutually agree and promise as follows:

Agreement

1. The Declarations set forth above are incorporated herein by reference.
2. The Employee shall be granted a three (3) year leave of absence to become effective at the beginning of the 2007-2008 school year.

3. The Parties agree that the Employee's reason for said leave is not to prepare for or to pursue other employment except as a TPO officer.
4. The Employer shall continue the Employee on the payroll records for all purposes, and the Employer shall pay the Employee her salary pursuant to her regular teaching contract during the period of said leave of absence, including the accrual of sick leave, and other leaves, all group insurances and other benefits under the Agreement between the Board and ECEA. The Employer shall continue to pay the Employer's share of the applicable premiums for such insurance and benefits. The Employer shall pay the Employee her salary pursuant to her supplemental TPO contract during the period of said leave of absence.
5. The Employer shall pay the Employee her complete regular teaching contract salary and supplemental TPO contract salary in twenty-six (26) equal installments per year pursuant to the Agreement with the East Cleveland Education Association while on said leave of absence.
6. The regular teaching contract salary pay shall be equivalent to that which the Employee would have earned had she continued to teach each year of the leave of absence instead of being granted said leave.
7. The supplemental TPO contract salary pay shall be calculated and paid by the Employer for each year of the leave of absence as follows:
 - A) Calculate the Employee's per diem pay for regular teaching contract duties for each year of the leave of absence.
 - B) Subtract the number of service days that teachers are required to perform regular teaching contract duties pursuant to the Agreement between the Board and ECEA for each year of the leave of absence from 250.
 - C) For each year of the leave of absence, multiply the amount calculated in the above-referenced paragraph 7(A) for the appropriate year times the number calculated in the above-referenced paragraph 7(B) for the appropriate year. This product for each year shall constitute the amount the Employee shall be paid for her supplemental TPO contract for each year of the leave of absence.

BY WAY OF EXAMPLE ONLY: The Employee's per diem pay for regular teaching contract duties for the first leave of absence year equals \$300.00. For that year, teachers are to perform regular teaching contract duties for 180 days. Subtract 180 from 250, to arrive at 70. Multiply 70 times \$300 to equal \$21,000. As such, for the first year of the supplemental TPO contract, the Employee shall be paid \$21,000 for the supplemental TPO Contract.

8. The Employee shall be entitled to all regular teaching salary increases, increments, and longevity increases she would have received had she continued to teach instead of being granted said leave of absence including eligibility for all payments agreed to in the Agreement between the Employer and ECEA.
9. The Employer agrees that the Employee may, at her option, continue to contribute a portion of her salary to the purchase of a tax-sheltered annuity through payroll deduction.
10. The Employer agrees that the Employee may, at her option, continue to pay dues to the United Education Profession through payroll deduction.
11. The Employer shall make all required retirement deductions from Employee's salary, and the Employer shall contribute both Employer's and Employee's share to STRS for the Employee during the period of said leave of absence for Employee's regular teaching contract and for Employee's supplemental TPO contract.
12. The Employer's and the Employee's retirement contributions to STRS shall be based upon all salary and salary increases, increments, and longevity increases the Employee would have been entitled to had she continued to perform regular teaching contract duties during the term of the leave of absence instead of being granted the leave.
13. The Employer's and the Employee's retirement contributions to STRS shall be based upon all supplemental salary and supplemental salary increases the Employee is entitled to pursuant to her supplemental TPO contract as calculated pursuant to Paragraph 7, above.
14. The TPO shall reimburse the Employer for all teaching contract salary and supplemental TPO contract salary and expenses incurred by it on behalf of the Employee, including the Employer's share of the contribution to STRS.
15. The Employer will invoice the TPO on:
_____ for payments made by the Employer
pursuant to this Agreement.

Billings will be for payments made by the Employer during the period between the previous billing date and the last day of the month preceding the current billing date. Each invoice will include the itemized payments made and expenses incurred by the Employer during the billing period that were pursuant to this Agreement.

16. Upon return to active service in the East Cleveland City School District, the Employee shall resume her contract status, including seniority, and be placed on the appropriate step of the negotiated regular teaching contract salary schedule granting her full credit for the period of said leave.

17. Upon return to active service in the East Cleveland City School District, Employee's salary placement shall include all salary increases, increments, and longevity steps to which she would have been entitled had she continued to teach instead of being granted the leave of absence.

The Employer: EAST CLEVELAND CITY SCHOOLS BOARD OF EDUCATION

By: _____ Date: _____

Title: _____

The Employee:

By: _____ Date: _____

The TPO: OHIO EDUCATION ASSOCIATION

By: _____ Date: _____

Title: _____

**DOCUMENTATION
EARLY RELEASE WEDNESDAYS**

Team Members/Participants: _____

Assigned Focus: _____

Date: _____

Content knowledge

What content standard and indicator did you focus upon in your applicable activity?

Why is this information pertinent to student success?

Data

What student data did you incorporate into your focus?

What insight did the data analysis provide?

Based upon the data, what are the next steps?

Please attach products or plans that were developed to support the focus of your work.

Your Summary of Benefits



APPENDIX N

East Cleveland City Schools Blue Access® (PPO) Option 1 Effective 10/01/2010

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$200	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$750/\$1,500	\$1,500/\$3,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products 	\$15/\$15 \$5 10% 10%	30% 30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance No copayment/coinsurance	30% 30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> • facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products • Allergy injections • Allergy testing 	\$75 \$35 10% \$5 10%	\$75 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	10%	30%
Blue 5.0		

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 100 days for skilled nursing facility 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	10%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics (excluding Prosthetic Devices, Limbs and Medical Supplies) Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	10% 10%	30% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	\$15/\$15 10%	30% 30%
Accidental Dental: \$3,000 limit (Network and Non Network combined)	Copayments/Coinsurance based on setting where covered services are received	20%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	No copayment/coinsurance No copayment/coinsurance \$15 No copayment/coinsurance	30%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%

Covered Benefits	Network	Non-Network
Prescription Drugs⁴ Network Tier structure equals 1/2/3 <ul style="list-style-type: none"> ○ Network Retail Pharmacies: (30-day supply) Includes diabetic test strip ○ Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$20/\$30 \$10/\$50/\$90	50%, min \$60 ⁵ Not covered
Lifetime Maximum ⁶	Unlimited	Unlimited

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Routine and Diagnostic), Diabetic Education and Medical Nutritional Therapy are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.
- Preventive Prescription Drugs that meet the requirements of federal and state law.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits

for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

4 If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 19):

12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Benefit information contained herein is not final, pending approval by the Ohio Department of Insurance

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

**East Cleveland City Schools
EyeMed Vision Care
Effective 10/01/2010**

Please note: Enrolling in a quality vision care program is an important decision. That’s why East Cleveland City Schools chose EyeMed Vision Care as your vision care vendor. Make vision care part of your annual health care program at any one of EyeMed’s thousands of provider locations nationwide. Choose from private practitioners and leading optical retailers offered through the EyeMed SELECT panel.

It’s easy to locate a provider:

- Call 1-866-299-1358
- Visit

www.enrollwithyemed.com/select

Enroll today for an affordable way to help ensure a lifetime of health vision.

Vision Care Services	Member Cost	Out-of-Network Reimbursement
Exam with Dilation as Necessary	\$0 Copay	Up to \$25
Exam Options: Standard Contact Lens Fit and Follow-up* Premium Contact Lens Fit and Follow-up**	Up to \$40 10% off retail price	N/A N/A
Frames (any available frame at provider location)	\$0 Copay, \$200 Allowance; 80% of balance over \$200	Up to \$75
Standard Plastic Lenses: Single Vision Bifocal Trifocal Lenticular	\$0 Copay \$0 Copay \$0 Copay \$0 Copay	Up to \$20 Up to \$30 Up to \$55 Up to \$60
Lens Options (paid by the member and added to the base price of the lens): Tint (Solid and Gradient) UV Coating Standard Scratch-Resistance Standard Polycarbonate Standard Anti-Reflective Standard Progressive (Add-on to Bifocal) Other Add-ons and Services	\$15 \$15 \$15 \$40 \$45 \$65 20% off retail price	N/A N/A N/A N/A N/A N/A N/A
Contact Lenses (allowance covers materials only): Conventional Disposables Medically Necessary	\$0 Copay, \$150 Allowance; 15% off balance over \$150 \$0 Copay, \$150 Allowance; balance over \$150 \$0 Copay, Paid in Full	Up to \$80 Up to \$80 Up to \$200
LASIK and PRK Vision Correction Procedures	15% off retail price OR 5% off promotional pricing	N/A
Frequency: Exam Frames Standard Plastic Lenses or Contact Lenses	Once every 12 months Once every 12 months Once every 12 months	

Additional Purchases and Out-of-Pocket Discount

Member will receive a 20% discount on remaining balance at Participating Providers beyond plan coverage, which may not be combined with any other discounts or promotional offers, and the discount does not apply to EyeMed’s Providers’ professional services or disposable contact lenses.

Benefits are not provided for services or materials arising from: orthoptic or vision training; subnormal vision aids and any associated supplemental testing aniseikonic lenses; medical and/or surgical treatment of the eyes; corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under the plan; services provided as a result of Workers' Compensation law; plano non-prescription lenses and non-prescription sunglasses (except for the 20% EyeMed discount); two pairs of glasses in lieu of bifocals (does not apply to Primary Plan members); services or materials provided by any other group benefit providing for vision care. Benefit allowances provide no remaining balance for future use within same benefit period. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next benefit period.

*Standard Contact Lens Fitting-spherical clear contact lenses in conventional wear and planned replacement (examples include but not limited to disposable, frequent replacement, etc.)

**Premium Contact Lens Fitting-all lens designs, materials and specialty fittings other than Standard Contact Lenses (examples include toric, multifocal, etc.)

Underwritten by Fidelity security Life Insurance Company of Kansas City, Missouri, except in New York. This is a snapshot of your benefits. The Certificate of Insurance is on file with your employer.

Value Added Features:

In addition to the health benefits your EyeMed program offers, members also enjoy additional, value-added features including:

- **Additional Savings:** Save up to 40% off additional complete eyeglass purchases once the funded benefit has been used.
- **Laser Vision Correction:** Save 15% off the retail price of 5% or 5% off the promotional price for LASIK or PRK procedures.
- **Replacement Contact Lenses Online:** As an added convenience, members can order replacement contact lenses directly online.

MEMORANDUM OF AGREEMENT

APPENDIX P

A. Provisions Invalid Under the Law

If any provision of this Agreement or any application thereof to any employee or group of employees is held to be invalid under law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The contract itself will remain in full force and effect for its duration; however, the parties will meet within ten (10) working days for the purpose of renegotiating only the provision(s) held to be invalid under law.

B. Duration

This agreement shall be extended for one year from July 1, 2009 through August 17, 2010. There shall be a 3% increase for all employees under this agreement. There shall be no other change to the agreement for this year. This agreement supersedes all former agreements and understandings. This Agreement between the parties is entered into on August 23, 2010, and attested to by representatives whose signatures appear below.

FOR THE ECEA

Marguerite Conkey
President

Steven Mitchell
Vice-President

FOR THE BOARD

Judge Anne H. Green
President

Myrna Loy Colley
Superintendent

CERTIFICATE OF AVAILABLE RESOURCES

**RE: East Cleveland Education Association
 Negotiated Agreement**

The undersigned, Treasurer of the Board of Education of the East Cleveland City School District, East Cleveland, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2010, 2011, & 2012 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the East Cleveland City School District, East Cleveland, Ohio, and the Superintendent of Schools of the East Cleveland City School District, East Cleveland, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days of instruction was held or is scheduled for the current fiscal year.

This certificate is given in compliance with sections 5705.41, 5705.412 and 5705.44 of the Ohio Revised Code.

DATED: August 23, 2010

**East Cleveland City School District
Board of Education**

Mary Ann Nowak

Mary Ann Nowak, Treasurer/CFO

Myrna Loy Corley

Myrna Loy Corley, Superintendent

Judge Una H.R. Keenon

Judge Una H.R. Keenon, President