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2013-2016

AGREEMENT BETWEEN THE

EUCLID BOARD OF EDUCATION

AND THE

EUCLID TEACHERS ASSOCIATION

EUCLID BOARD OF EDUCATION

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Chlo Leidy, Labor Relations Consultant

2013-2016
AGREEMENT
BETWEEN THE
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AND THE
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1. RECOGNITION

1.1 Bargaining Unit

The Euclid City School District Board of Education ("Board") shall continue to recognize the Euclid Teachers Association ("ETA"), affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), as the exclusive representative for a bargaining unit composed of all regularly employed full-time and regularly employed part-time certificated/licensed who work not less than fifteen (15) hours per week for the adopted school calendar (including occupational therapists and social workers) (hereinafter referred to as "bargaining unit members" or "teachers"); provided, however, that all supervisors and management level employees as defined in Section 4117.01 of the Ohio Revised Code, paraprofessionals, casual day-to-day/hour-to-hour tutors (see separate "Tutor" Section 17.1) and casual day-to-day substitutes shall be excluded from the bargaining unit.

The bargaining unit shall also include building substitutes who are defined as certificated/licensed personnel employed and paid on a daily rate basis to take the place of members of the bargaining unit absent due to personal illness, personal leave, fulfillment of other professional responsibilities, or other short-term absences.

If or when a bargaining unit position no longer requires a certificate or license, all current employees shall be grandfathered. The parties shall negotiate for the terms and conditions of employment for future non-certificated employees in professional positions, e.g., nurses and librarians.

1.2 Duration of Recognition

The Board's recognition of the ETA as provided in Section 1.1 of this Article shall continue unless and until such recognition is validly withdrawn consistent with Chapter 4117 of the Ohio Revised Code.

1.3 Subjects of Negotiations

Representatives of the Board and the ETA shall bargain in good faith on wages, fringe benefits, hours, and other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

1.4 Requests for Negotiations

1.4.1 If either of the parties desires to open negotiations for a successor agreement, it shall notify the other party in writing not earlier than the first (1st) day of February and not later than the first (1st) day of March of the year in which this Agreement expires, or between the one-hundred twentieth (120th) and ninetieth (90th) day before the expiration date of this Agreement, whichever comes sooner. Written notice from the ETA shall be served on the Superintendent; written notice from the Board shall be addressed to the President of the ETA. The party giving notice shall also serve a copy of the written notice, together with a copy of the Agreement, on the State Employment Relations Board (SERB).

1.4.2 Within thirty (30) days after receipt of such notice, but not later than the first (1st) day of May of the year in which this Agreement expires, or sixty (60) days before the Contract expiration date, whichever comes sooner, an initial negotiations meeting will be held. At this first meeting, the party that served notice under subsection 1.4.1 of this Section shall submit in writing all its bargaining proposals for a successor agreement. At that time, the other party shall submit in writing all of its bargaining proposals for a successor agreement. Thereafter, neither party shall be entitled to submit additional items for bargaining except with consent of the other party.

1.4.3 The next bargaining session shall be held no later than fifteen (15) days after the initial meeting at which proposals are exchanged or a different date by mutual consent.

1.5 Meetings

Meetings shall be scheduled at reasonable intervals and mutually convenient places and times. Unless otherwise mutually agreed, negotiating sessions will be scheduled so as not to interfere with the regular work schedule of any member of the bargaining unit. All bargaining meetings between the Board and the Association are private. If any cost is incurred, it shall be shared equally by both parties.

1.6 Representation

The Board and ETA shall each be represented by a negotiation team not to exceed six (6) in number and may have up to two (2) observers.

1.7 Information

Each party agrees to furnish, upon request, information relevant to bargaining in reasonable time and fashion.

1.8 Agreement

1.8.1 Tentative agreements on negotiated items shall be reduced to writing and initialed by a representative of each party.

1.8.2 The final agreement reached through negotiations shall, without delay, be reduced to writing and submitted to the bargaining unit represented by ETA and the Board for ratification within fourteen (14) calendar days from the date of final tentative agreement on all items. If the tentative agreement is not rejected by either the bargaining unit or the Board within fourteen (14) calendar days from the date of final tentative agreement, the agreement shall be deemed ratified. When ratified, the Agreement shall be properly signed, dated, and implemented. When the Agreement is printed, the Superintendent will forward a copy of the Agreement to SERB.

1.9 Disagreement

If agreement is not reached within forty (40) days after the first negotiating session held pursuant to Section 1.4, subsection 1.4.2 hereof, or forty-five (45) days before the Agreement expires, whichever comes sooner, either party may declare a bargaining impasse whereupon the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service. This section shall not be construed as prohibiting the parties, by mutual agreement, from selecting some alternative impasse procedure; unless otherwise mutually agreed, mediation shall constitute the parties' final and exclusive dispute settlement procedure, as more fully explained in Section 1.10 of this Article. The mediation period shall continue until agreement is reached on all issues. While impasse proceedings are in progress or until the expiration date of this Agreement, whichever comes later, the rights and benefits covered by this Agreement will remain in effect.

The time lines and ratification procedures in 1.8.2 shall be used for any agreement or any written neutral recommendation resulting from the Mutually Agreed Dispute resolution (MAD) procedures used in this section.

1.10 Exclusivity of Procedure

The negotiating procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation, as described in Section 1.9 of this Article, constitutes the parties' mutually agreed upon, final, and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, the collective bargaining agreement has expired, and the Association has given the Board a ten (10) day prior written notice of an intent to strike, with a copy to SERB.

1.11 Term

If this Agreement expires, the parties will continue bargaining for a successor agreement unless recognition of the ETA by the Board has validly been withdrawn pursuant to Section 1.2 of this Article.

1.12 Final Form

As soon as practicable, a committee composed of an ETA representative and the Superintendent's designee will proofread and submit the document for publication but not later than forty-five (45) days after ratification, the new Agreement shall be available in an agreed upon format by ETA and the Board, with a table of contents including all appendices, and distributed to all members of the bargaining unit. Any additional cost of producing the contract shall be shared equally by the Board and the ETA.

1.13 "In-Term" Bargaining

Whenever the parties engage in "in-term" bargaining—either by mutual agreement or by Association demand in accordance with its rights under O.R.C. 4117, the bargaining procedures contained in Article 1 shall be controlling except as follows:

1.13.1 Requests by ETA shall be submitted to the Superintendent within thirty (30) days of notice to ETA that there is a proper subject for "in-term" bargaining.

1.13.2 Disagreement procedures may be initiated by either party within thirty (30) days after first bargaining session.

1.13.3 Unilateral action by the Board/Administration on a mandatory subject of bargaining shall give ETA the right to strike after a two (2) week notice to the Board and ten (10) day notice to SERB.

2. PROFESSIONAL OBLIGATIONS

2.1 Teacher's Year

2.1.1 The teachers' year shall consist of 184 days of regularly scheduled service as prescribed in the official calendar adopted by the Board of Education.

2.1.2 In developing a school calendar for recommendation to the Board, the Superintendent will seek input from officers of the ETA and discuss alternatives with them. The administration will provide a draft of the calendar recommendation to the Association five (5) weeks or more in advance of the Board meeting where the calendar will be adopted. This input is not a mandate, but the Board's recognition of the Association's concern. The calendar for the succeeding year must be adopted prior to the close of the current school year.

2.1.3 In addition to the regular school year and extended time, three (3) additional pre-school workshop days shall be provided on a voluntary basis. Bargaining unit members in attendance shall be paid at the rate of .0050 times the base salary applicable to the immediately succeeding regular school year per day. All bargaining unit members shall be permitted to attend. Two (2) workshop days scheduled by the administration to be used for administrative meetings and/or inservice. One (1) day shall be teacher directed. At least two weeks prior to the opening of school, teachers may come into the building to ready their rooms on a voluntary basis. All buildings shall remain open until 11:00 p.m. for the day before the start of school for students.

2.1.4 Teachers newly employed by the district shall be required to attend a one-day meeting, prior to the start of the regular teacher work year and shall be paid a stipend of .0039 for such attendance. The workshop day program shall be developed by the Euclid Professional Development Committee, whose members shall be eligible for professional development credit for their development, attendance, and active participation in the workshop day program.

2.1.5 In-Service

School will not be in session on NEOEA Day, which is a non-paid regional in-service day sponsored by the Ohio Education Association. Attendance is voluntary.

2.2 Teacher's Day

General

The regular full-time teacher's schedule day shall be no longer than seven (7) hours and thirty (30) minutes. The regularly scheduled day will begin no sooner than fifteen (15) minutes before the arrival time of students in the elementary schools and fifteen (15) minutes before the start of homeroom and/or start of the first assignment in the high school. (At a minimum, attendance at the high school will be taken during the first scheduled period of each school day.) At the middle school, all teachers will arrive forty (40) minutes before homeroom, the first thirty (30) minutes of which will be used for team preparation. If the team preparation period is not feasible, the middle school teacher's schedule will revert to the same guidelines as at the high school. The regularly scheduled day shall end five (5) minutes after student dismissal.

Teachers may leave the building at any time they do not have direct responsibility for students. If a teacher leaves the building during his/her preparation period, he will sign out and sign in on a form provided in the principals' office unless it is at the end of the day. The teacher is held responsible to return to his/her next assignment within the daily schedule, and to be present to greet and dismiss his/her respective classes at the beginning and end of each day, unless prior permission is obtained from the principal.

Teachers who are assigned to title program assignments or non-public school remedial assistance program assignments are assured all rights and privileges under this contract as bargaining unit employees of the Euclid City Schools. Where the peculiarities of the programs require a different annual calendar or daily report times, the number of paid days and hours shall be equal to a regular assignment and the number of days and hours actually worked may not exceed the regular assignment hours. All other benefits and conditions shall be identical to the Contract.

2.2.1 PROFESSIONAL COLLABORATION SCHEDULE

2.2.1.1 <u>Elementary</u>

- Teachers in each grade level shall collaborate one morning per week for one hour.
- On the day of collaboration, the teachers shall begin their day thirty (30) minutes prior to students' arrival.

- The day after the teacher's scheduled collaboration, he/she shall arrive ten (10) minutes after the contractual arrival time.
- Teachers shall receive twenty (20) minutes of Professional Development for each collaboration meeting that it attended.

2.2.1.2 Middle School

- Teachers shall have Team meetings on Monday, Wednesday, and Friday from 7:45 a.m. – 8:10 a.m.
- On Wednesdays teachers shall have Team meetings/Special Ed from 7:45 a.m. – 8:10 a.m.
- On Tuesdays, teachers shall have TBT/Department time from 7:30 a.m. – 8:10 a.m.
- On Thursdays, teachers shall report to work at 8:05 a.m. (this is twenty [20] minutes after the contractual arrival time.

2.2.1.3 High School

Week	Monday	Tuesday	Wednesday	Thursday	Friday
A	1*	2*	3*	4*	Records
B	Intervention Collaboration	5*	6*	7*	Records

Teachers will have Professional Collaboration one (1) hours per week:

- Week A: Monday, 2:40 – 3:40
- Week B: Monday, 2:00 – 3:00

Bell Schedule: 1 through 7 are regular class periods. 8th period is intervention/collaboration/records.

1: 7:30 - 8:20
2: 8:25 - 9:20
3: 9:25 - 10:15
4: 10:20 - 11:10
5: 11:15 - 12:05
6: 12:10 - 1:00
7: 1:05 - 1:55
8: 2:00 - 2:30

*No lesson plans or grading of papers will be required for the 8th period intervention/collaboration/records period.

*Lunch or prep could be used for a variety of voluntary activities initiated by the teachers: "clubs" that are not currently supplementals, mentoring, writing/math labs, teacher based teams, etc.

*During the first two week rotation, all students will be required to attend the intervention period. Teachers rotate through the schedule one time, requiring all students to attend the intervention period.

*For the remainder of the school year, teachers establish intervention for at least 25% of their class on assigned intervention dates.

*Teachers shall not be required to provide coverage during 8th period.

*The workday on Friday ends at 2:00 p.m.

*There is currently one Monday a month in which teachers will not be working until 3:40 p.m. Records time for Friday of that week could be used occasionally for meetings with a parent per administrative request (see below), or other "to be determined purposes. " The parameters for use of this Friday time will be determined through a collaborative effort of the ETA and administration.

Eg: parent meetings when there is no other time during the week and work day the parent can meet, teacher initiated meetings with parent/student/ principal/other teachers. Friday records time will not be used for principal/teacher meetings.

*Counselors should select 2 periods that they are "off" as their lunch and prep. They will participate in intervention the remaining 5 periods.

* Because of the requirement of their schedules, Career Tech teachers will not participate in intervention rotations.

2.2.2 Within the scheduled day:

2.2.2.1 Teachers are expected to remain in the building at least five (5) minutes after student dismissal and/or until such time as all of their pre-arranged student and/or parent conferences, faculty meetings, committee meetings, and all other on-site student-related duties of that particular day are fulfilled. No teacher may be assigned additional routine duties which require the teacher to remain in the building after student dismissal. [The Attendance Reports will be given to the teacher or placed into his/her mail box by the end of the last period of the day.]

2.2.2.2 Each secondary teacher employed by the Board of Education shall be guaranteed no less than a forty-five (45) minute non-interrupted duty free lunch period each school day, and each elementary teacher shall be guaranteed no less than a one hour (60 minute) non-interrupted duty free lunch period each school day. No certified elementary teacher will be assigned a lunch duty during any system-wide elementary lunch period.

2.2.2.3 Collaboration is strictly voluntary and teachers who volunteer to participate in collaboration during the fifteen (15) minutes prior to their student's arrival in the morning shall receive professional development hours for their collaboration participation.

2.2.2.4 Secondary Assignment

No secondary teacher, including specialists, will be assigned more than the equivalent of thirty (30) periods per week within the school's master schedule exclusive of homeroom periods, of which only twenty-five (25) periods will require instructional duties, except where in the judgment of the administration the scheduling necessities or peculiarities of particular courses such as (but not limited to) physical education, industrial arts, home economics, etc., require additional instructional period assignments.

2.2.2.4.1 No secondary teacher may be assigned more than three (3) preparations unless a greater load is voluntarily accepted. Courses will be considered to have a single preparation if the subject matter taught is essentially the same for each course. For example, course 9A and 9B assigned in a year shall be considered one preparation in

the same year. If a teacher is assigned course 9A and 9B in a semester, this shall be considered two preparations.

2.2.2.4.2 No high school bargaining unit member may be scheduled for more than the equivalent of three (3) instructional periods in a row without either his/her continuous duty free lunch or a full preparation period break-except by the mutual agreement of the affected member. Preparation time shall be the equivalent of one classroom period. An exception may occur during special schedules (i.e., exam week, shortened days) (This provision is based on a seven (7) period student day.) Three (3) periods shall comprise a half day.

The scheduling process in all secondary (6-12) buildings will be opened up for all teachers to have input. All secondary teachers will have an opportunity to discuss within their departments the assignment of courses for the next academic year. The assignment of courses developed in these department meetings will be followed by the building principals where feasible. In reviewing department recommendations, the administration will make a reasonable attempt to see that the schedule of each teacher includes a variety of course levels, e.g., 2, 4, 6. When Department Chairs apportion duties they shall take seniority into consideration.

2.2.2.4.3 Teachers may be assigned "academic help" assignments instead of other duty period assignments. Said assignments may not involve required pre-duty preparation or post-duty follow-up work, e.g., paper grading.

2.2.2.4.4 The selection of duty period assignments will be rotated among volunteers or, if none, among non-volunteers. Teachers who receive a preparation period instead of a duty period as all or part of their compensation for the completion of extra-duty assignments, e.g., some department chairpersons, may be exempted from this provision based on a legitimate need for the extra preparation time.

2.2.2.4.5 Interim Progress Reports

In grades 6-12, an interim progress report will be sent each grading period with comments. Teachers may include grades on interim reports but grades may be required in only the following situations:

- Student is failing
- Student has dropped two or more letter grades
- Student has improved two or more letter grades

The interim report will include a phone number the parent may use to contact the teacher with any questions or concerns.

2.2.2.5 Elementary Assignment

Elementary teachers (K-5) shall have no more than 1575 minutes per week of pupil contact time which may include up to 1405 minutes of pupil instruction for Grades K-3 and 1385 minutes of pupil instruction for Grades 4-5. Time that pupils spend with specialists is considered preparation time and does not count in the above total. Each elementary bargaining unit member shall have at least two hundred (200) minutes per week of preparation time

In the elementary level, the fifteen (15) minute block of scheduled student supervision time immediately prior to morning start of student instructional time, the ten (10) minute block of scheduled student supervision time immediately prior to the afternoon start of student instructional time, and the last five (5) minute block of scheduled student supervision time immediately prior to student dismissal are scheduled student supervision time.

Neither the time before the first scheduled block of time in the morning, nor the time after student dismissal, shall be counted as preparation time nor any time used for student supervision.

2.2.2.6 Middle School

2.2.6.1 Middle school teachers who teach subject specific secondary classes in Grades 6-8 shall be subject to the provisions of Section 2.2.2.4 – Secondary.

2.2.2.6.2 Should the middle school schedule switch from teaming, the administration and ETA will consult about 6th grade format and bargain the effects, if any.

2.2.2.7 Special Teachers

Special teachers including secondary media specialists will be insured all rights and privileges of other teachers.

Elementary Special teachers shall have uninterrupted preparation time scheduled each day in the same fashion as is provided to elementary classroom teachers in the grade level building where the special teacher spends more than half of her/his assignment.

A specialist will not be required to teach more than the equivalent of four (4) instructional periods in a row without a ten (10) minute break except by the mutual agreement between the affected member and the administrator.

Scheduling for special teachers must take into consideration location and intra-building travel time for those teaching from a cart.

2.3 Additional Responsibilities

2.3.1 This includes a proportionate share of building responsibilities identified in Sections 2.4, Open House, and 2.5, Parent-Teacher Conferences. Teacher coverage shall be at the ratio of one (1) teacher to not more than twenty (20) students. Commencement will occur prior to the completion of the final exam schedule at the high school. At the middle schools commencement/promotion ceremony attendance by faculty members will not be required. Administration shall publish a commencement attendance schedule each year prior to September 30. The teachers will be on a rotation list and will participate every fourth year.

Each bargaining unit member is expected to attend up to two (2) after school/evening/weekend school or school-related activities per year on a voluntary basis, e.g., attending athletic or other student events where no duty, student supervision, or other school expectation is involved.

When activities involve supplemental duties such as ticket taking or student supervision, they shall be offered to teachers on a voluntary rotating basis. Volunteers shall be compensated at the rate of .00042 ratio of the BA base per hour. The Board may combine five (5) to ten (10) activities into a single supplemental contract using an average of three (3) hours per event. Such contracts shall be offered on a seniority preference basis to the teachers within the appropriate building. The yellow card will be provided to the teacher on the day of assignment.

Volunteers may be used to supplement, but not supplant bargaining unit members performing supplemental contract duties that should be compensated.

2.3.2 Each member is expected to attend necessary staff, departmental, committee, and other professional meetings called by the Superintendent, principal, or department chairperson. Administrators and supervisors will terminate building meetings within one hour of the commencement of the meeting, which shall commence promptly [no more than five (5) minutes following] after student dismissal. Meetings called by the Superintendent shall end within one hour of the dismissal of the students from the building where the meeting is held—however, no teacher may be expected to stay beyond one hour after the dismissal of students from his/her building. Notice of time and place and agendas for all such meetings shall be presented to the participants at least one school day in advance of the meetings, except in emergency situations. No meetings will be scheduled on Tuesday. If no ETA meeting is scheduled, upon permission of ETA, an administrator may schedule a meeting on the third or fourth Tuesday of the month.

2.3.3 Voluntary participation in curriculum studies, in-service courses and/or workshops constitutes consent to an extension of the normal meeting termination time.

2.3.4 If a substitute is not available or not feasible due to the emergency of the absence, a bargaining unit member may be required to forego his/her preparation period by substituting for or assisting another teacher during such preparation. The teacher substituting or assisting shall be compensated at .00060 ratio to the BA Base per period with

payment made at least on a quarterly basis. This includes covering a class in lieu of a specialist or adding the students assigned to another teacher to his/her assigned load. The blue card will be provided to the teacher on the day of assignment. The first priority for substitute use will be for illness or pre-arranged personal days. The second priority will be for in-service. If no substitute is available, coverage shall be rotated using all certified staff in the building, including specialists. When creating the master schedule, the administration will make a good faith effort to provide equity in the number of personnel available for period coverages.

2.3.4.1 When additional students are added to the regular class load of a teacher in lieu of a substitute, the rate of blue card compensation will be .00060 ratio to the BA base for one (1) to three (3) additional students and .00120 ratio to the BA base for four (4) to six (6) additional students.

2.3.4.2 When additional students are added to a specialist's class, the rate of compensation will be .00060 ratio to the BA base for every five (5) class periods in which additional students are added. A new card will be developed for specialists to keep track of the five (5) class periods.

2.3.4.3. Teacher absences for department, content area and grade level training shall be reported by the administrator responsible for setting up the training so that efforts can be made to secure substitutes.

2.3.4.4. Access to computer labs shall not be denied due to TRT absences.

2.4 Open House

All members of the bargaining unit will be required to attend one (1) open house scheduled for their buildings. Teachers will receive compensatory time for attendance in accordance with Section 2.5. In each building a committee shall be formed to plan the open house. Volunteers shall be solicited for participation in the planning process.

Open House is a way to showcase the school building and the children's classroom, along with providing general information and expectations of the class. Open House is not intended to be a parent-teacher conference.

2.5 Parent-Teacher Conference Days

2.5.1 Two (2) parent-teacher conferences will be held in all buildings scheduled in the evenings for three hours each. One (1) parent-teacher conference shall be held at the end of the first grading period, and one (1) parent-teacher conference shall be held at the end of the second grading period for grades K-8 and during February for the high school. The schedule will be coordinated among the buildings in accordance with the current contract provision. Conferences will not be held before grades are available for distribution or pickup.

2.5.2 Teachers will receive compensatory time for attendance at two (2) evening parent-teacher conferences, open house, and one (1) mandatory professional development session after the student day (one three (3) hour session). Teachers will be notified of the date for the December mandatory professional development session by September 1 of the school year. The December Professional Development Day shall be one-half furlough day. Compensatory time will be provided on the Wednesday before Thanksgiving and the Friday before the Presidents' Day Holiday. Kindergarten teachers will receive an extra conference day as long as they are on one-half day classes.

2.5.3 All teachers will be expected to complete a telephone conference log along with their regular parent-teacher conference log, with the telephone conference log indicating those parents whom they have attempted to (or succeeded) in contacting by the telephone where the parent did not attend the conference.

2.5.3.1 At the middle school, contact will be made with parents who do not attend the parent-teacher conferences by one of the members of the team.

2.5.3.2 High school and middle school teachers must call the parents of students who are failing in any of their classes where the parent has failed to attend either the first or second parent-teacher conference.

2.5.4 No parent-teacher conferences in the evenings will be scheduled on the first or second Tuesday of the month or on a Friday.

2.5.5 A self-mailer will be sent out by the Board after the first parent-teacher conference to those parents who did not attend.

2.5.6 Teachers must be notified one (1) day in advance of any classroom visitation by a parent.

2.6 Digital Learning

Where a digital learning class is offered and run in any Euclid School District building during the student day, a bargaining unit member (referred to as facilitator) will be assigned to facilitate the program and supervise the students. Facilitator will be responsible for the registration of students into selected courses using the adopted online system. The facilitator will be expected to provide students with their usernames and passwords and provide them an orientation on their first day of class. The facilitator will be expected to monitor student progress daily, using the approved on-line system, contacting students and parents if the need arises outside of the school day, and manage the operations of the classroom activities. the classroom may consist of special education students, credit recovery students, transfer credit students, and flex credit students. Special education students will be assigned to the facilitator as the "teacher of record" for reporting purposes. all other students will be assigned to the general education content area or the course will be recorded online for reporting purposes.

In addition to a facilitator, content area teachers awarded the supplemental contract will provide tutoring assistance. Supplemental contract awarded will be $3,000 for tutoring each content area assigned. There shall be an additional $1,000 supplemental contract for grading in each of the content areas. The duties for the grading supplemental will be an average of one hour per week after school grading. the teacher awarded the supplemental to tutor in a content area shall also be offered the grading supplemental. Should the teacher decline the grading supplemental, it shall be posted separately. The teachers currently tutoring in each content area shall be offered the supplemental prior to posting.

All non-core content assignments will be monitored and graded by the facilitator. Facilitator will receive a supplemental contract in the amount of $1,000 for this additional responsibility.

The digital learning program shall be a pilot for one year. During the spring of 2014, the superintendent and/or designee and the eta presidents and/or designees shall review and agree upon any changes to the program.

A digital learning class shall be considered a preparation where the teacher

is serving as the teacher of record. Student supervision only will be a duty assignment. Digital learning shall not result in the layoff of bargaining unit members under Article 6, Section 6.5.

2.7 EMIS

EMIS data shall be submitted to ITC by the administration. The case manager shall submit the required EMIS information to the administrator using the District adopted form and deadlines.

2.8 Credit Flexibility

2.8.1 Any students seeking flex class shall complete a Project Application to be reviewed by the Flexible Credit Committee.

2.8.2 After review and approval by the Flexible Credit Committee of the Project Applications, students shall receive the credit approved by the Committee for completion of the project.

2.8.3 As per the district Credit Flex Policy, a teacher of record shall be assigned to the students with a non-bargaining unit member continuing to facilitate the project for the students.

2.8.4 Courses offered for credit on Euclid City School property shall be taught only by certified bargaining unit members.

2.9 Advance Mediation Course Instructor

2.9.1 Each school year if the Board determines they shall provide an Advance Mediation course at the high school for students, the Board shall agree to renew the instructor's temporary license for that course.

2.9.2 There shall be only one course of Advance Mediation taught each day for one period at the high school. Should the schedule at the high school return to one that includes study hall, this course shall not be offered for credit.

2.9.3 The instructor for the Advance Mediation course shall be required to become part of the blue card coverage rotation.

2.9.3.1. The Advance Mediation course may be offered for credit for as long as the instructor is licensed by the ODE.

2.9.3.2. The instructor for the Advance Mediation Course is not eligible to become a bargaining unit member in ETA.

2.9.4. Advance mediation shall be considered a “flex credit” unless the instructor is a licensed, certified teacher/ETA bargaining unit member.

2.10 Third Grade Guarantee

Each current and newly hired third grade teacher will be required to become credentialed to teach children “not on track” or retained in compliance with the law for the Third Grade Reading Guarantee. The Board shall reimburse teachers on passing of test up to $150.

3. EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy and related practices that conform to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board has adopted the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Euclid Teachers Association, and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

3.1 Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

a) Accomplished;
b) Skilled;
c) Developing; or
d) Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education.

3.2 Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained

and credentialed evaluators based upon the *Ohio Standards for the Teaching Profession.*

All related services personnel (i.e. OT, PT, Speech, Psychologist, Coaches, nurses, and Guidance Counselor) shall be evaluated using a standards-based evaluation system to be piloted during the 2013-14 school year. This system will be solely based on performance measures (100%) to determine a final rating. The evaluation committee will reconvene no later than August 2014 to finalize the procedure for subsequent years.

3.3 Formal Observation and Classroom Walkthrough Sequence

3.3.1 All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on two formal observations and periodic classroom walkthroughs each school year.

3.3.2 Teachers who are under consideration for nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein as Appendix "I".

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as Appendix "I".

3.4 Goal-Setting

Annually the building administrators responsible for observation and evaluations shall meet with teachers to set OTES goals. This goal setting process shall be completed by September 30. See Form – Appendix "I."

Formal Observation Procedure

a) All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

b) A post-observation conference shall be held after each formal observation.

3.5 Walkthroughs / Informal Observations

The purpose of walkthroughs/informal observations is to provide the opportunity to gather evidence of instruction over a series of short classroom visits. Walkthroughs for evaluation purpose shall be observations of ten (10) minutes or more. Every reasonable effort will be made to observe teachers at different times of the day. Walkthroughs will be conducted by the assigned OTES credentialed district administrators. The administrators hired through ESC funds and assigned full time to a Euclid school's building exclusively shall be considered district administrators for OTES evaluation purposes.

Classroom walkthroughs / informal observations, as part of a teacher evaluation program, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will be used to generate the summative performance rating.

If the walkthrough identifies an apparent deficiency or concern regarding teacher performance, the administrator will consult with the teacher before completing the walkthrough form and share it with the teacher for comment.

Walkthroughs will be conducted by the assigned OTES credentialed district administrators. Walkthroughs and informal observations are intended to establish a connection between the evaluator and the teacher and monitor the teacher's progress on targeted areas of instruction.

Walkthroughs and observations resulting in identification of performance deficiencies or concerns shall be followed by a conference within five (5) work days between the evaluator and the employee in order for questions arising from the observation.

Teachers will be provided written feedback on evaluator walkthroughs on the Classroom Walkthrough and Informal Observation Form (Appendix "I"). Feedback will be provided promptly following the completion of the walkthrough. The evaluator will complete and share the Informal Observation/Walk-Through form, Appendix "I" (includes "Growth Measures" agreement).

3.6 Growth Measures

For evaluation purposes, the scores for vendor assessments will be the minimum percentage as required by law. The remaining percentage will be shared attribution using district average value added for every teacher.

Exempted from shared attribution are category A1 teachers. Category A1 teachers evaluation will be comprised of the following: 1) twenty-six percent (26%) of the student academic growth factor of the evaluation of the individual teacher shall be based on the value-added progress dimension of his/her own students; 2) twenty-four percent (24%) shall be shared attribution of the district average value added score; and 3) on or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value-added progress dimension.

In the Fall of 2015, a committee will be convened to evaluate the current growth measure language and recommend any changes for the next contract.

A: Teacher-level Value-Added data available

A1: Instructs Value-Added courses/subjects exclusively*

*This requirement is phased in. Until June 30, 2014, the majority (>25%) of the student academic growth factor of the evaluation shall be based on Value-Added. On or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on Value-Added.

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

No teacher shall be responsible for the cost of taking an examination set forth above.

3.7 Formal Observation Procedure

3.7.1 All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

3.7.2 A post-observation conference shall be held after each formal observation.

3.7.3 Observations of Teachers Receiving a “Accomplished” Rating

3.7.3.1 Formal Observations. The teacher and administrator may elect, upon agreement of both, to require only one formal observation of a teacher who received a rating of “accomplished” on the teacher’s most recent evaluation conducted under this policy, provided that the teacher completes a project that demonstrates the teacher’s continued growth and practice at the “accomplished” level.

3.7.3.2 Biennial Evaluation. All teachers who received a rating of “accomplished” on the teacher’s most recent evaluation conducted under this policy will have the subsequent evaluation on a biennial basis instead of an annual basis. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth of May of that school year.

3.8 Improvement Plan Guidance

3.8.1 Teachers may be placed on an improvement plan if:

- A licensed staff member earns an ineffective rating in performance and/or earns below levels of student growth.

- The acceptable level of performance is not met. The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the "Developing" level or above. Experienced teachers—with five or more years of experience—are expected to meet the "Skilled" level or above.

3.8.2 Improvement Plan timeline:

- An improvement plan can be drafted after May 10th in anticipation for the next school year so that the teacher has the opportunity to take courses and/or plan during the summer months.

- If not completed in May of the previous year, starting with the 2014-15 school year improvement plans will be completed by the September 30th deadline for goal setting.

- In some situations, an improvement plan may be started during the school year. An example of this may be for a teacher that earns an ineffective rating in performance as a result of their first observation.

3.8.3 Improvement plan meetings:

- All licensed staff members on an improvement plan have the option to invite an ETA president appointee to their improvement plan meeting.

- All licensed staff members on an improvement plan due to an ineffective rating in performance will have their improvement plan meeting in conjunction with the evaluator, superintendent designee, and the ETA president.

Licensed staff members wishing to bid while working on an improvement plan (based on rating in performance) shall meet with the ETA president and/or designee and Superintendent designee for consultation regarding the right to bid.

Improvement Plan forms are attached in the Appendix "I."

3.9 Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of this Collective Bargaining Agreement.

3.10 Removal of Poorly Performing Teachers

After completing an Improvement Plan, a poorly performing teacher may be removed, upon recommendation of the Superintendent, either through non-renewal or termination.

3.11 General

3.11.1 Parents and students will not be permitted to attend evaluation/discipline conferences with members of the administration. Further, direct comments from parents and students will not be included in teacher evaluations.

3.11.2 Teachers will be advised of parental complaints or concerns that might become part of the written evaluation program.

3.11.3 Observations will not be conducted on two consecutive days or the day preceding a holiday unless mutually agreed.

3.11.4 Beginning with the 2014-15 school year, by September 30 each teacher will be notified of their evaluation status and options for the academic year. Teachers will be either on a professional growth plan or improvement plan; or if the most recent evaluation rating is "accomplished," a) the teacher's subsequent evaluation will be

biennial, and b) during that evaluation, with agreement from the administrator and the teacher, the teacher may elect to have only one formal observation, provided the teacher complete a project as outlined in 3.7.3.

3.11.5 The parties agree that compliance with this evaluation procedure shall satisfy the provisions of O.R.C. 3319.111. The parties agree that a limited contract teacher may elect to file a grievance under this Agreement or pursue the remedies set forth in Ohio Revised Code Section 3319.11. However, said teacher may not pursue both statutory and grievance remedies, but must make an election.

3.11.6 The EPDC will promptly generate revisions as needed to these procedures and evaluation forms. To be effective, any revisions must be approved by ETA Executive Board and the Superintendent.

3.11.7 Performance Evaluation Rubrics for Coaches, Coordinators, Counselors, Psychologists, Speech, OT's, PT's, and Nurses are currently being piloted and will be agreed upon and finalized in the 2014-2015 school year.

4. PERSONNEL FILES

The Board shall retain one (1) personnel file for each employee which shall be in the Fordyce Building. It shall contain necessary pre-employment information, routine financial and personal data, and all post-employment materials that relate to performance and discipline.

4.1 Any post-employment materials in a teacher's personnel file may be reviewed by the teacher.

The teacher shall receive upon request a copy of any material in the file except as prohibited below at no cost to the employee.

4.2 No confidential pre-employment information, evaluations, or references may be reviewed by the teacher.

4.3 No anonymous letter or report should be the basis for any evaluation or entry in the teacher's personnel file.

4.4 In any written communication between administrative offices regarding a teacher, the teacher should be sent a copy of the letter or memo.

4.5 Any written formal evaluation of the teacher should follow the procedures as listed in Article 3 of the Agreement.

4.6 A teacher may send a reply regarding any written evaluation to the appropriate administrator. Such reply will be attached to the original evaluation.

4.7 All entries into the personnel file shall be signed and dated as to entry. Any person who reviews a personnel file shall sign a record card indicating the date and time of his/her access to the file.

4.8 Prior to placement of a document in his or her personnel file, a teacher shall be entitled to review any clearly derogatory information and to have present at such review a representative of the teacher's choice if the teacher so desires. The teacher may respond in writing to such information and may have the response affixed by staple to the information.

4.9 Confidential personal information in the nature of medical information or personal disbursement of paycheck monies is not subject, absent court order, to review by any person other than the custodian of the personnel file

or the individual teacher. This information may not be released to anyone without the teacher's permission.

4.10 The administration will notify the affected employee of a non-employee request to review the file by a citizen before the file is made available for review. Non-employee requests for file review shall be made on a specific form with a copy provided to the teacher. Such reviews are made by appointment pursuant to Board policy.

4.11 Only one personnel file will be maintained at the Board offices.

4.12 No negative or derogatory comments by an administrator shall be included in the file unless directly observed by the administrator or as a result of an official evaluation.

4.13 Pre-employment information shall not be maintained in the file after initial employment, except for the initial employment application.

4.14 This Article 4 shall be construed to comply with Ohio law.

4.15 No parent or student written comments concerning the performance or behavior of a teacher shall be included in the file without prior investigation by a member of the administration.

4.16 All personnel information shall be confidential. No personal addresses and phone numbers of teachers shall be given out by the Euclid City School District to any outside entities.

5. TRANSFER AND ASSIGNMENT

In the determination of teacher or administrative initiated reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

5.1 Vacancies

5.1.1 All teachers shall receive an individual e-mail of the openings. The openings will also be posted on the District website within five (5) calendar days after the decision to fill the opening. This will be the process for the entire school year as well as the summer for vacancy postings. Through the last teacher work day of a school year, vacancies shall be posted for a period of four (4) calendar days. When a vacancy arises after the last teacher work day of a school year, the posting period will be two (2) calendar days. The posting period of two (2) calendar days will continue until the first teacher workshop day. Beginning with the first teacher workshop day, the standard posting period shall revert to four (4) calendar days. Administrative positions will also be posted as a matter of information although they do not fall within the terms of the Agreement. Where there were no applicants for an earlier posting in the same building in same area of licensure, a vacancy does not need to be reposted. As well, where there were no applicants for an earlier posting in the same building in the same grade level (in the K-5 area), a vacancy does not need to be reposted.

Any teacher interested in the vacancy shall submit an electronic bid for consideration on or before the end of the 4 or 2 day posting period**.** The posting shall identify certification area, grade level, building, type of position, and anticipated starting date. It shall also identify whether or not bids from outside the certification area are subject to Section 5.3.6.

A teacher bidding on a middle school position must hold the requisite teaching certificate/licenses (4-9). Where the position involves the teaching of mathematics or science to middle school students for high school credit, the bidding teacher must meet HQT high school standards for the content area and hold a proper certificate/license for the area(s).

Jobs that are outside of the regular classroom position (the position would not have a regular classroom, e.g. Reading Coach, Technology Coach, Guidance Counselors, etc.) shall be filled as follows:

A quantitative Rubric shall be created with meaningful input from ETA and completed by the applicant.

If more than one teacher has applied for the same position, and their qualifications are substantially equal, seniority in the school system shall control.

If there is a tie, a Committee of two ETA reps appointed by the ETA President and two administrators shall convene a meeting with the applicant. The applicant shall complete a checklist for the committee to review to further assist the selection.

5.1.1.1 A vacancy created by a leave of absence for one school year or less at the time the leave is granted (if an appropriately certified person is NOT on the recall list) shall be filled by a temporary teaching employee. During that period, the temporary teacher shall not be entitled to apply for other vacancies (excluding supplementals), shall be automatically nonrenewed at the end of that year, and shall have no recall rights. If that teacher is rehired for the following year (as other than a leave replacement teacher), she/he will have all rights and benefits of the contract, including seniority credit for the period of service as a leave replacement teacher.

Should the leave be extended to a second year, the vacancy shall be posted and filled pursuant to Section 5.1.

5.1.2 The Board must either post a known vacancy, with a copy to ETA, or give ETA written notice with reasons if the Board decides not to fill or delay filling a vacancy within ten (10) school days of the occurrence of the vacancy.

5.1.3 When a posted opening is filled by a currently assigned teacher, the administration may defer the actual transfer of the teacher until the beginning of the next semester.

If an opening is filled but the decision is to defer the actual transfer, the administration may use substitute teachers or temporary replacements during the interim unless there is an eligible teacher with recall rights under Article 6, Section 6.5.11 of this Agreement.

If an opening occurs right after April 1 for the remainder of the school year, recall rights may be deferred until the summer and posting for such openings and for openings to take effect on the next succeeding school year may be deferred until May 15th or when the openings develop, whichever is later.

All teachers will be eligible to bid for openings. The fact that an individual teacher has been in the position on a temporary assignment during the school year will not give an advantage to that teacher for the position.

5.1.4 The rights set forth under this Article take preference before recall, except as set forth in Section 5.3.6. If a teacher has been laid off, and his/her name is on the recall list under Article 6, said teacher is not eligible to bid on a posted vacancy. After posting and bidding has occurred and there is a vacant full-time position for which the teacher is qualified, the eligible teacher will be given a recall notice.

5.1.5 Teachers moving from one building to another shall have their materials and supplies moved for them prior to the date of their initial teaching assignment in the new building, provided that the teacher packs the materials and supplies to be moved and provided that the teacher initiates a work order form to the Business Office for such a move at least one week in advance of the desired moving date. The Board is not responsible for damage to personal items that are moved.

5.1.6 Bid Day

Each school year, a bid day will be conducted no later than March 1 or contingent upon completion of projected secondary master schedules. Positions available on bid day are those vacancies known to be available for the succeeding school year due to retirements or resignations or the creation of new professional positions by the bid day date. The date of the bid day meeting will be established by agreement between the ETA President and the Superintendent's designee . The provisions of Article 5 in Section 5.2 shall govern the filling of posted positions. During the bid day

process, the newly-created vacancy will be posted for bidding. Those teachers present in person or by proxy may bid for posted vacancies until all are filled. Vacancies arising after this meeting will be posted and filled in accordance with Sections 5.1 and 5.2. All teaching and supplemental vacancies due to announced retirements will be posted ten (10) days prior to bid day and shall be available for review by the ETA.

5.1.7 Supplemental vacancies known at the time of bid day shall be posted ten (10) days in advance of bid day. Those who apply for such vacancies will be notified of the disposition of their request within ten (10) days of bid day. Teachers will have the opportunity to attend a meeting during the spring to apply for all vacancies then known to exist for the following school year.

5.2 Teacher Initiated Transfers

5.2.1 Teachers may request a transfer at any time by giving written notice to the Superintendent or his/her designee within four (4) calendar days of the posted opening. However, when the vacancy occurs on or after the last teacher work day of a school year up to the first teacher workshop day of the following school year, the posting period will be two (2) calendar days.

The teacher's request shall be considered timely if it is received or postmarked before or during the posting period.

No vacancy will be permanently filled until at least four (4) calendar days after the end of the posting period set forth above.

5.2.2 If more than one teacher has applied for the same position, and qualifications are substantially equal, seniority in the school system shall control.

5.2.3 The Superintendent or his/her designee shall notify all teachers requesting transfers of the disposition of their request within ten (10) days after close of the posting with written reasons if denied.

5.2.4 Teachers may have pending requests for transfer to up to three (3) positions at any time.

5.2.5 If a posting that was posted for the start of the following year is closed out during the summer, the teacher who bid for and received it shall remain at his/her original assignment and any subsequent related bidding shall also be nullified.

5.3 Administrative Initiated Transfers

5.3.1 Notice of an involuntary transfer or reassignment shall be given to teachers as soon as possible. A list of these teachers, current positions, and new assignments, when made, shall be given to the ETA President.

5.3.2 Involuntary transfers shall be made according to seniority unless they conflict with the instructional requirements and best interest of the school, and only after volunteers have been sought.

5.3.3 An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher will be given reasons for the transfer.

5.3.4 In all involuntary transfers, the person initiating the involuntary transfer request shall state such request in writing to the Superintendent with copies to the teacher or teachers involved in transfer request.

5.3.5 Teachers being involuntarily transferred or reassigned shall have the right to apply for any open positions prior to being reassigned. All such teachers will be given opportunity of released time for the purpose of visiting schools at which the open position exists.

5.3.6 Redistribution

If a teacher's position/assignment has been eliminated, but there continues to be a need for the teacher in that certification/licensure area, i.e., there will be no RIF in that area—only transfer/reassignment in that area, a "redistribution" of teachers is deemed to occur. The affected teacher(s) shall be given the right, on a seniority preference basis, to apply for each open position in his/her current area of certification/licensure in order of preference. While other teachers from both inside and outside the certification/licensure area may also voluntarily bid for these positions, the teacher(s) being redistributed within the certification/licensure area must be reassigned before any voluntary transfer from outside the certification/licensure area can be finalized that forces a layoff from the certification/licensure area. The

purpose of this section is to avoid a layoff or layoff displacement caused by the addition of teachers into the certification/licensure area affected by redistribution.

5.3.7 When the administrative initiated transfer is due to declining enrollment or redistribution, the transferred teacher, including one who exercised redistribution rights, shall have the right to be returned to his/her original building or assignment if an opening occurs for which he/she is certified between April 1 and the opening of the next school year. This provision shall also hold true for any teacher laid off and recalled before the opening of school.

5.4 Definitions

5.4.1 An opening is defined as a current or new teaching position that is or will become available on or before the beginning of the next semester.

5.4.2 Seniority for this and other articles unless specified shall be defined in Article 7.

5.4.3 Transfer is the reassignment of a teacher to a different certification/licensure area or grade for the majority of the teacher's assignment or to a different building.

5.5 Posting and bidding rights take preference before recall. Therefore, no teacher whose name appears on the reduction in force list under Article 6, Section 6.5 (and irrespective of whether such person is not working at all for the District or is working at other than a regular full-time teaching position) shall be eligible to bid on a posted vacancy. After posting and bidding has occurred and there is a vacant full-time position for which the teacher is qualified, the teacher will be given a recall notice. This applies even if the teacher has been hired as a substitute or less than a full-time teacher.

5.6 Supplemental Postings

Vacant supplemental positions that will be filled shall be posted within ten (10) school days of the occurrence of the vacancy, with a copy to ETA. Teachers may apply in writing within seven (7) days of the posted opening. No supplemental vacancy will be permanently filled until at least seven (7) calendar days after the end of the posting period. The Superintendent or designee shall notify all teachers who applied for the posted vacancy(ies) regarding the disposition of their request within ten (10) days after the close

of the posting. When a vacancy arises in a supplemental position, and before employment under a supplemental contract is offered to individuals who are not members of the Association bargaining unit, those teachers who have expressed an interest in that vacancy and who are qualified to perform the supplemental contract duties shall be offered the vacant position. Non-bargaining unit members or persons not employed by the District who are in a supplemental position shall not be removed from said supplemental positions provided they continue to be qualified and perform appropriately in such positions.

5.6.1 All unfilled supplemental contract positions including extended time shall be posted in May if the supplemental contracts were not renewed, or when they become known. Only extended time positions will be subject to seniority bid, and bidding shall be among the bargaining unit members holding the applicable assignment in the applicable building.

5.6.2 Annually a sub-committee composed of 3 teachers appointed by the ETA President and 3 administrators appointed by the Superintendent shall meet each February to review supplemental positions, consider whether positions should be eliminated, modified or added, and the compensation for each position for the following school year. The subcommittee's recommendations shall be submitted to the ETA/Superintendent's Meeting for a final determination.

For the 2013-14 school year, new or modified supplemental positions may be implemented with the approval of the ETA/Superintendent committee and memorialized in a Memorandum of Understanding.

5.7 Grants

Information regarding grants that have been received will be provided to the ETA president. Postings of grant funded positions will be made in the normal manner. Contracts are not issued for such positions, which shall be paid upon completion of the project following Board approval.

6. TEACHER CONTRACTS

6.1 Termination of Employment

Involuntary termination of employment, including the nonrenewal of a teacher employed under a limited contract, and the suspension/layoff of a tenured teacher shall be accomplished in accordance with the applicable provisions of the Ohio Revised Code and this Contract.

6.2 Limited Contracts

6.2.1 Teachers on limited contract may assume that they will be reemployed unless notified to the contrary by the Board on or before June 1. If the Superintendent intends to recommend the nonrenewal of a limited contract teacher, or recommend an "extended" limited contract to a tenure eligible teacher, all of the requirements of O.R.C. 3319.11, as modified below, and 3319.111 as modified by Article 3, shall be followed.

The Superintendent's recommendation for nonrenewal shall be presented in the form of a resolution for "dismissal". Both the employee and ETA shall be given at least seven (7) calendar days prior written notice and afforded a hearing with the Superintendent prior to the recommendation.

At the same time as the notice, the Superintendent will provide the teacher with a written statement describing the circumstances that led the Superintendent to recommend non-reemployment. At the hearing the Superintendent, Superintendent's designee, teacher, and any person designated by either party to take a record may be present. The Superintendent and teacher are entitled to representation by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.

If the teacher subsequently is nonrenewed, the resolution of nonrenewal will be treated as the Board's order for purposes of O.R.C. 3319.11(G)(6).

The parties agree that compliance with this procedure shall satisfy the provisions of O.R.C. 3319.11. The parties agree that a limited contract teacher may elect to file a grievance under this Agreement or pursue the remedies set forth in O.R.C. 3319.11. However, said teacher may not

pursue both statutory and grievance remedies but must make an election.

6.3 Continuing Contracts

The process a teacher is to follow in order to be considered for continuing contract is set out in Appendix H.

To be eligible for a continuing contract, a teacher must submit the Continuing Contract Profile (Appendix H) and their principal's recommendation to the HR office by March 1. The Board shall act on the continuing contract recommendation at a May Board meeting or earlier

6.4 Employees Hired Under Temporary Teaching License

Any certified employee hired as a contract teacher whose employment is contingent upon a temporary teaching license while they complete the state requirements for full licensure in that subject matter, shall be considered a temporary teaching employee. During that period, the temporary teacher shall not be entitled to apply for other vacancies (excluding supplementals), shall be automatically nonrenewed at the end of that year, and shall have no recall rights. If that teacher is rehired for the following year, she/he will have all rights and benefits of the contract, including seniority credit for the period of service as a temporary teaching employee.

Should the employee complete the necessary requirements to obtain licensure before the end of the first semester and place on file a completion letter from the university, the board will issue a standard limited contract for the balance of current school year.

Temporary employment contract will continue as long as employee is still completing the full licensure requirements. Once the certified employee has completed all state requirements for full licensure, and as long as the position is still in existence, said employee will be rehired under a standard limited contract and she/he will have all rights and benefits of the contract, including seniority credit for the period of service as a temporary teaching employee.

6.5 Reduction in Force

The Board will follow O.R.C. 3319.17 in any decision to suspend the contract of a teacher as part of a reduction in force. Any reductions in force that are undertaken during the 2013-14 school year shall follow the procedures and processes set forth in Section 6.4. as it appeared in the 2011-2013 agreement between the Euclid Board of Education and the Euclid Teachers Association.

6.5.1 Seniority will not be the basis for teacher retention decisions in the case of layoffs, except when deciding between teachers who have comparable evaluations. Beginning the 2014-15 school year, all teachers employed by the Board holding continuing contracts who have been evaluated as Accomplished, Skilled, or Developing shall be deemed "comparable" in their areas of licensure for purposes of evaluation when seniority is considered in connection with retention and recall decisions in the case of layoffs.

6.5.2 Beginning with the 2014-15 school year, all teachers employed by the Board and holding limited contracts who have been evaluated as Accomplished, Skilled, or Developing shall be deemed "comparable" in their areas of licensure for purposes of evaluation when seniority is considered in connection with retention and recall decisions in the case of layoffs if they have been employed by the district for four or more years, have a Master's Degree and have met all other requirements for tenure.

6.5.3 Beginning the 2014-15 school year, all teachers employed by the board and holding limited contracts and employed by the board less than four years are subject to layoff in the affected area of licensure based on their OTES evaluation rating ahead of teachers with tenure, or teachers with four years or more of service with the district who have a Master's Degree and have met all other requirements for tenure, but lacks the years of service to apply for tenure.

6.5.4 The reason for the suspension of the contract of a continuing contract teacher may be challenged in court without exhaustion of the grievance procedure included in this Contract. Should there be a reduction in force due to financial reasons, this article shall be followed.

The Board will follow the specific provisions of Section 6.2 in any

decision to lay off a teacher on a limited contract as part of a reduction in force. (The failure of the Board and ETA to agree to a clarification of RIF procedures for all teachers and also the impact of the Contract and O.R.C. 3319.17 on limited contract teachers by June 17, 1992, February 1, 1993, or June 23, 1993, shall not be used as prejudice against the position of either party.)

6.5.5 Definition

A Reduction in Force (RIF) is the elimination of, reduction of, or failure to fill a bargaining position, and also governs maintenance of force, e.g., return to duty of employee following a leave of absence.

In the event that the Board finds it necessary to engage in a reduction in force of bargaining unit positions, it shall follow the procedures and rules set forth in this Section 6.5.

6.5.6 Staff Reduction

The Board first shall determine the positions, including certification/licensure area, grade level where applicable, and building location to be affected and provide this list in writing to the ETA President. The administration shall meet with ETA representatives to review individuals who would be affected, staffing needs, potential attrition, and updated seniority lists.

6.5.7 Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or who are terminated under Sections 6.1 or 6.2. All reductions in force shall be accomplished only through this procedure.

6.5.8 Reduction Other Than By Attrition

To the extent that reductions are not achieved through attrition, reductions will be achieved by layoff. Layoff shall mean that a teacher will be placed in an inactive state of employment from an active state of employment. Where layoffs of members of the bargaining unit occur, seniority and areas of certification shall be the exclusive criteria in determining such layoffs.

The least senior teacher in each affected area of certification shall be laid off first, except that teachers holding valid continuing contracts shall be given preference over those with limited contracts. A teacher granted a continuing contract after April 30 shall be considered to hold such continuing contract for the succeeding school year.

Each bargaining unit member who is subject to layoff shall be given written notice of and written reasons for said layoff along with written notice of his/her recall rights.

The Board shall take action on all known layoffs in May prior to the school year the layoffs are to be effective. Subsequent layoffs will occur after the Superintendent determines that additional layoffs will be recommended.

6.5.9 Notification

At least seven (7) days before the Board meeting at which the action is to be taken, and after each teacher affected is informed by the Board, the list of teachers whose contracts are recommended for layoff will be provided the Association President. This list shall constitute the Reduction in Force list.

A teacher who is hired as a temporary employee to fill in for a specific teacher on a leave of absence and who is subsequently laid off upon the return from leave of the regular teacher shall not be placed on the Reduction in Force list and shall have no recall rights under Section 6.5.11 of this Article unless, at the time of layoff, the teacher has a contract of employment as a regular teacher by operation of the third paragraph of Section 3319.10 of the Ohio Revised Code.

6.5.10 Displacement/Retention Rights

A teacher whose position is eliminated as a result of a reduction in force shall be eligible for retention in other areas of certification/ licensure and based on his/her seniority with the district. During the 90 day period prior to the Board adopting a resolution to implement a reduction in force, no transfer under sections 5.2 or 5.3 into an area of licensure which will be affected by the reduction in force will be permitted. As well, while any teacher remains on the recall list under section 6.5.11, no transfer of a less senior teacher into the licensure area of a laid off teacher shall be permitted under sections 5.2 or 5.3.

6.5.11 Recall

6.5.11.1 Teachers holding continuing contracts who have been laid off shall be placed on a recall list and returned to active employment to fill vacancies for which they are certified/ licensed in reverse order of layoff for any position that becomes available for which they are or have become licensed before any permanent teacher full-time, part-time, or substitute is hired. The most senior teacher holding continuing contract in the affected area of certification/licensure who has been laid off shall be recalled, provided she/he has evaluations which are comparable to any other teacher holding continuing contract in that area of licensure who also has been laid off. Any recalls following a reduction in force that are undertaken during the 2013-14 school year shall follow the procedures and processes set forth in Section 6.5. as it appeared in the 2011-2013 agreement between the Euclid Board of Education and the Euclid Teachers Association.

For recalls beginning the 2014-15 school year and subsequent school years, the meaning of the term “comparable evaluations” shall be as set out in Section 6.5; under 6.5.1., 6.5.2, 6.5.3. and 6.5.4 above.

Teachers holding limited contracts who have been laid off shall be placed on a recall list and returned to active employment to fill vacancies for which they are certified/ licensed in reverse order of layoff for any position that becomes available for which they are or have become licensed before any permanent teacher full-time, part-time, or substitute is hired. The most senior teacher holding limited contract in the affected area of certification/licensure who has been laid off shall be recalled, provided all teachers holding continuing contracts in that area of licensure have been recalled and provided she/he has evaluations which are comparable to any other teacher holding limited contract in that area of licensure who also has been laid off. Any recalls following a reduction in force that are undertaken during the 2013-14 school year shall follow the procedures and processes set forth in Section 6.4. as it appeared in the 2011-2013 agreement between the Euclid Board of Education and the Euclid Teachers Association.

For recalls taken during the 2014-15 school year and subsequent school years, the meaning of the term “comparable evaluations” shall be as set out in Section 6.5; under 6.5.1., 6.5.2., 6.5.3, and 6.5.4 above.

If a teacher is recalled to a position in an area of certification /licensure different than that filled immediately preceding layoff, he/she may reject same and remain on the recall list, with eligibility for recall limited to his/her original certification/licensure area only.

6.5.11.2 No vacancy will be filled under this provision until after exhaustion of the posting and transfer procedure set forth in Article 5 of this Agreement. The Board shall not fill a vacancy with a new employee until after the provisions in Article 5 and recall provisions in Article 6, Section 6.5.11 have been exhausted.

6.5.11.3 Certificated/licensed employees who are offered but who decline reemployment for a regular, full-time teaching position need not be offered reemployment again in openings which may occur after the certificated/licensed employee's declination of reemployment, provided that a teacher who cannot accept such a position because he/she is under contract in another school district, may be offered another vacancy after expiration of his or her contract if he/she still otherwise qualifies under this procedure. The rights herein granted to a teacher shall be forfeited by the teacher should he (1) waive his or her recall rights in writing, (2) resign, (3) fail to accept recall as provided for herein, or (4) fail to report to work in a position that he or she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries. Acceptance or rejection of a position other than a regular full-time teaching position shall not of itself constitute a waiver of these recall rights.

6.5.11.4 A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of layoff.

6.5.11.5 A bargaining unit member's name shall remain on the recall list for three (3) school years (September – August) following the effective date of his/her layoff, unless removed earlier for reasons set forth in this article.

6.5.11.6 A teacher who receives a layoff notice in May or later or who has completed one hundred twenty (120) days of service during that school year shall retain his/her paid fringe benefit through August. Subsequently a member of the bargaining unit shall be eligible to retain group hospitalization insurance while on the Reduction in Force list by paying the monthly insurance premiums in accordance with the following procedure: (1) the ETA will be solely responsible for collecting the required money from individual members of the bargaining unit; (2) the ETA will forward a check in the aggregate amount due for a given month, together with a list naming the persons affected, to the Treasurer not later than the 10th of the month immediately prior to the month for which insurance coverage is being retained; (3) if the check from the ETA is not received in the Treasurer's office by the 10th of the month deadline set forth above, the member of the bargaining unit will be dropped from the Euclid insurance rolls.

6.6 Ohio Criminal Background Check

The Board shall cover the cost up to $25.00 for criminal background checks for bargaining unit members renewing their teaching license. Any additional costs will be deducted through payroll deduction.

7. SENIORITY

7.1 Seniority Lists

All teachers shall be placed on seniority lists in each of the teaching fields in which the teacher is certified. The three levels - early childhood (K-3), middle childhood (4-9) and young adult (9-12) - shall be separate and distinct. Teachers holding teaching certificates/licenses that encompass more than one level shall be included on all appropriate lists. Teachers holding elementary certificates/licenses have preference over new hires and also shall have seniority credit for retention and recall purposes for seventh and eighth grade subject specific positions for the years they have actually taught said subjects at the secondary level. High school credit courses at the middle school shall be taught by teachers meeting the High School HQT standard and holding the proper certificate/license.

7.2 Seniority Definition

Seniority shall be determined by the length of continuous service in the school system beginning with the first day worked. (Part-time teachers shall receive prorated service credit, i.e., one-half (1/2) time equals one-half (1/2) year of service.)

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

7.2.1 The date of the Board meeting on which the teacher was hired; and then by

7.2.2 The date the first job application form was submitted by the teacher within the two-year period preceding the effective date of the teacher's first teaching contract with the Board, whether it be the District's application form, an ODE on-line application form, or another on-line application system.

7.2.2.1 The job application form shall be a mutually agreed upon application submitted by the applicant or teacher hired by the District.

7.2.2.2 An applicant or teacher hired by the District must complete a state online application form or other mutually agreed upon

application form. The date the online application form is submitted by the teacher shall be considered the seniority date under Section 7.2.2. of this Agreement. For the ODE on-line application, the "date the first job application form was submitted" shall be defined for seniority determination purposes as the "Last Modified" date on the online application form at the time of hire.

7.2.2.3 Upon hiring, the administrator of HR/Personnel shall be responsible for notifying the potential employee that the online application form must be on file and this date shall be used as a determinant for seniority when there are other employees who are hired with the same length of continuous service and the date of the Board meeting on which the teachers were hired are the same (Section 7.2.1.)

7.2.2.4 An individual with the earliest application date will be considered to have more seniority in the event that the first day worked and date of the Board meeting are the same if the applicant or teacher does not complete an application form, that field shall remain blank and no date of application can be applied towards seniority.

Length of continuous service will not be interrupted by authorized unpaid leaves of absence, layoff, or except to the extent as may be required by law, non-bargaining unit service, but neither shall seniority credit be given for that time; provided, however, that in all cases (with the appropriate proration where a part-time teacher is concerned) one (1) year of seniority credit shall be given with respect to a given school year during which the teacher has actual bargaining unit service of not less than one-hundred twenty (120) days. The continuous service of a teacher who has returned to employment following resignation or other interruption of employment will be measured from the date of return.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this contract unless the layoff period has been waived or otherwise expired. The continuous service of the teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

7.3 Availability of Lists

On or before the bid day posting of each school year, the Association President shall receive in writing a list of all teachers by seniority in each category of certification/licensure. Teachers with certification /licensure in more than one area will be listed in all areas. Continuing contract status and tie-breakers will also be listed.

8. Compensation

8.1 Salary Schedule

Teachers shall be paid in accordance with the indexed Teachers' Salary Schedule attached as Appendix A. The Teachers' Salary Schedule shall be indexed to the Bachelor's Degree/0 experience minimum entry level (B.A./0) which shall serve as Base 1.00, hereinafter referred to as B.A. Base.

8.1.1 Salary Schedule Base

Effective for the first payroll period of each school/employment year, the B.A. Base (B.A./0) for each employment year shall be the following:

8.1.1.1 Effective the first day of the 2013-2014 school year the base salary shall be $37,475. Effective the first day of the second semester of the 2013-2014 school year, the base salary shall increase by an additional 0.75% and shall be $37,756. A full experience step shall be implemented the first day of the second semester of the 2013-2014 school year. Salary schedule placement changes for additional education (horizontal) shall be honored.

8.1.1.2 Compensation for 2014-15 and 2015-16 shall be subject to bargaining under the terms set out in the duration provision. Monies to support possible compensation adjustments for the following school year shall be calculated as of July 15 of each year. This calculation, along with any offsets for ongoing expenditures, including the full year impact of mid-year adjustments made in the prior year, shall be forwarded to the ETA President on or about July 20 of each year.

Each year representatives of the Association and the Board shall begin by considering the monies associated with the 2% annual overall increase in spending for teacher compensation in the five year forecast. The representatives also shall consider, as possible elements to support a compensation adjustment, the expenditure impact of implementation of the class size provisions, the decrease in expenditures resulting from employee retirements and the replacement of retiring employees by

new teachers whose salary will be calculated at Step 3 of the Masters column. The full year impact of mid-year implementation of compensation changes (such as the experience step to be implemented starting with the second semester of the 2013-14 school year) must be accounted for in spending in 2014-15 and 2015-16.

8.1.1.3 The 2010-2011 base salary of $37,475 shall be the base salary for purposes of commencement of bargaining for the 2013-2014 school year.

8.1.2 Longevity

17-19 years	.015 of the BA Base Salary
20-24 years	.030 of the BA Base Salary
25-29 years	.060 of the BA Base Salary
30 or more	.075 of the BA Base Salary

8.2 Salary Schedule Applications

8.2.1 Experience

Initial placement on the Teachers' Salary Schedule shall be determined in accordance with the applicable provisions of the O.R.C.

8.2.2 Training Regulations

8.2.2.1 Placement on Schedule

Teachers shall be placed on the appropriate salary schedule (A, B, C, etc.) according to the approved college training shown on their records as filed in the Superintendent's office.

C 90 semester hours
C^1 102 semester hours
C^2 114 semester hours
B Baccalaureate degree awarded
B^1 12 semester hours toward Master's degree
B^2 24 semester hours toward Master's degree or 150 total semester hours (S.B. 350)
A Master's degree awarded
A^1 12 semester hours beyond Master's degree*

A^2 24 semester hours beyond Master's degree*
A^3 36 semester hours beyond Master's degree*
A^4 48 semester hours beyond Master's degree*
A^5 60 semester hours beyond Master's degree*

*College courses must be taken at the graduate level and taken after the Master's Degree has been awarded.

8.2.2.2 Approval of Courses

Reasonable latitude will be given teachers in the selection of courses. Courses should relate to the work of the teacher or be required for a degree. The Superintendent is authorized to refuse approval of credits for salary schedule advance beyond schedule "A" when the courses do not relate to improvement of educational program or the teacher's specific assignment unless otherwise specified by state law. After initial employment, to advance beyond schedule "A" courses and areas of study must receive advanced approval from the Superintendent. Such requests shall be made in writing.

8.2.2.3 Bargaining unit members shall receive a tuition reimbursement of .00105 of the B.A. base per quarter hour or .0015 of the B.A. base per semester for each hour of proper credit approved by State Department of Education for course work required for recertification.

8.2.3 STRS Pickup (Salary Reduction Method)

In accordance with Internal Revenue Code ("IRC") Section 414(h)(2), the Board shall pick up all of the required member contributions of all employees to the State Teachers Retirement System ("STRS") and School Employees Retirement System ("SERS"). The pick-up shall be a "salary reduction" pick-up of the entire amount of the member contribution which the employee is required to contribute to STRS or SERS, based upon the salary and all other "compensation" of the employee under Ohio Revised Code ("ORC") Section 3307.01 or 3309.01. Accordingly, the compensation of an employee covered by the salary reduction pick up shall be deemed to be reduced by the amount of the pick-up; and the Treasurer is hereby authorized to pay an equal amount the amount of the salary reduction pick-up directly to STRS or SERS as a member contribution of the employee. No

employee shall have the option of receiving cash or other taxable benefits or amounts in lieu of having a pick-up in effect for all of the employee's required member contributions to STRS or SERS. The Board's total combined expenditures for total annual salaries of all members of the bargaining unit (including "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision of this Agreement not been in effect.

8.2.3.2 The District shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding. It is the District's understanding that no picked up amount is currently subject to any federal or state income taxes; and that with respect to a pick-up done under the salary reduction pick up method, federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his total annual salary less the amount of the salary reduction pick-up (i.e. his cash salary), while applicable federal employment tax laws (e.g. the Medicare tax) and Ohio municipal income tax law require it to report as an employee's gross income, his total annual salary including the amount of the salary reduction pick-up.

8.2.3.3 The pick-up shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining said salary adjustments to be made due to absence, or for all other salary related purposes.

8.3 Professional Development Training Compensation

Teachers shall have the opportunity to attend professional development training in return for compensation. For each five (5) hours attended up to a maximum of twenty (20) hours per year, the teacher shall be paid at the rate set out in 2.1.3, i.e., .0050 of the BA base salary. Teachers who qualify for such compensation shall be paid with the final check in June. The EPDC will review the Request for Professional Development Training form at the request of the Superintendent's designee or the ETA President (see Appendix F).

8.4 In-Service Credit

In-service credit may be used in determining eligibility for any reclassification on the salary schedule; however, no more than half of the total credits required may consist of such in-service credit.

In-service credit is based on the "mini unit" system. Eight (8) mini units equal one (1) in-service hour of credit. Mini units earned during a contract year that do not total one in-service hour are not carried over to the next contract year.

Filing the appropriate forms to receive in-service credit is the teacher's responsibility. Further information on in-service credit is contained in the professional growth committee guidelines, available in building offices.

8.5 Extra Duty Assignments

8.5.1 Extra-duty assignments shall continue to be compensated according to the activities and pay schedules in Appendix B. All ratios refer to B.A. base salary unless a difference is specified.

8.5.2 Seasonal extra-duty assignment shall be paid in one lump sum in the first pay of the following months:

Fall Sports – November
Winter Sports – March
Spring Sports – June

8.5.2.1 Such pay will not be withheld except for failure to complete major job responsibilities as follows:

8.5.2.1.1 Season completion, i.e., performance of basic coaching responsibilities.

8.5.2.1.2 List of students to receive awards.

8.5.2.1.3 Preparation of budget for following year.

8.5.2.1.4 Collection of equipment, with list of lost items submitted to Athletic Director.

8.5.2.1.5 Completion of certification requirements, BCII, and payroll forms.

Payment will not be withheld without due process and just cause.

8.5.2.2 When the extra-duty assignment runs concurrently with the entire school year, e.g., Departmental Chairpersons, consulting teachers and psychologists, payment will be made concurrently with the pay periods in the contract year.

8.5.2.3 Assignments that begin on or before the second payday in January will be paid on the second payday in January.

8.5.2.4 When the extra-duty assignment normally runs concurrently with the entire school year, e.g., yearbook advisor, but is not commenced until after the start of the year, payment for the assignment will be made concurrently with the remaining pay periods in the contract year.

8.5.3 Extra-duty assignments that are now paid or become paid but do not appear in Appendix B shall be added to Appendix B. Should the Board create a new extra-duty assignment to be paid, it shall be subject to bargaining under Chapter 4117 and then posting. Nothing in this Section shall be construed as requiring the Board to fill any paid extra-duty assignment.

8.5.4 Experience increments as listed in Appendix B shall be for each year of service in the activity within the school system.

8.6 Satisfactory Work Required

A mark of "C" in a graduate course is considered satisfactory under the provision that a "B" average is maintained in all graduate courses. Under a "Pass-Fail" grading system, a grade of "Pass" is acceptable.

8.7 Filing of Credits

8.7.1 Filing of credits in the Superintendent's office is the responsibility of the teacher. For graduates, the official transcript must be presented.

8.7.2 An official transcript of additional training for determining salary schedule classification must be submitted to the Superintendent on or before August 30 or on or before January 15. Salary schedule classifications will be revised twice a year.

8.7.3 Teachers whose credits are submitted prior to August 30 will automatically receive the full increment. Credits filed in relation to the January 15 date will be computed on a per diem basis from the semester break.

8.7.4 Effective with the 2014-2015 school year, reclassifications will be made twice per year, with additional training to be submitted on or before August 30 for adjustments to be effective with the September 15 pay date and additional training to be submitted by January 15 for adjustments to be made effective with the first day of the second semester.

8.8 Salary Payments and Deductions

8.8.1 Teachers' annual salary shall be paid in twenty-six (26) biweekly pays continuously every other Friday. Effective March 2014, teachers' annual salary shall be paid in twenty-four (24) pays by moving the pay now due on March 28, 2014 to April 1, 2014. Thereafter the pay will be issued twice a month, on the 1st and the 15th. If the pay date of the 1st and 15th lands on a Saturday, Sunday or holiday, the pay will be issued on the weekday prior to the Saturday, Sunday, or holiday, except for the July 1 pay which will be issued the following day. Paystubs will not be mailed and shall be available to the member online. When school is not in session paystubs will be made available on request.

8.8.2 Daily Rate

In computing deductions for those absences for which a deduction in pay is to be made, the basis shall be the daily rate. The daily rate is calculated by dividing 184 days into the approved salary of the teacher. The calculation of the daily rate is subject to state regulation. Salaries of persons working less than a complete school year shall be calculated on the number of actual days taught times daily rate.

8.8.3 Deductions

All employees' salaries are automatically subject to deductions for the retirement systems, federal income tax, medicare, state income tax, and city income tax.

Except for deductions attributable to legal or contractual obligations, other deductions may only be made with the consent of the employee.

These include 403(b) and 457 plans, the Section 125 flexible benefit plan, ETA dues, Eaton Family Credit Union, STRS Purchase, STRS Deferred Purchase, United Way, Community Shares, Political Deduction, and U.S. Savings bonds.

Also, premiums for annuities as defined in Section 403 (B), Internal Revenue Code, shall be sent from each paycheck. No employee shall have more than one annuity premium deducted at a time. Adjustments may be made at any time but only once per year.

8.8.4 Payroll deduction for ETA/OEA/NEA dues and assessment shall be made biweekly on the first and second pay of the month commencing on November 1 through July 31 (18 pays)—depending on when the member enrolled and shall automatically continue each year thereafter unless notified by ETA or the employee leaves the district. Employees paid over a ten-month period shall have sixteen (16) pay deductions.

All dues and authorization forms shall be executed and in the possession of the Treasury Office by November 1 (nine [9] deductions) or the first of each subsequent month that deductions are to begin. All authorization forms shall state the monthly deduction amount to be deducted. Any employee covered by this Agreement shall have dues deducted if there is net pay remaining after all other authorized deductions (excluding United Way and Credit Union) have been deducted.

8.9 Medical Benefits

8.9.1 The Board shall supply various health plan benefits with family coverage to the employee.

8.9.1.1 Employees will pay ten percent (10%) of the single and family (as applicable) premium cost for major medical and hospitalization coverage.

Plan Design: The plan includes the following:

Benefits	Network Facility	Non-Network Facility
Dependent Age Limit	Dependent age: 26; Older aged child: 28	
Benefit Period Deductible	$200 Single/$400 Family	$400 Single/$800 Family
Coinsurance Maximum (excludes deductible)	$600 Single / $1,200 Family	$1,200 Single / $2,400 Family

Out-of-Pocket Maximum (includes deductible)	$800 Single / $1,600 Family	$1,600 Single / $3,200 Family
Maximum Plan Benefits	**$5,000,000 Annual Maximum**	
Semi-Private Room & Board (365 days per year)	90% after Deductible	80% after Deductible
Diagnostic Services	90% after Deductible	80% after Deductible
Professional Services	90% after Deductible	80% after Deductible
Benefits	Network Facility	Non-Network Facility
Inpatient Facility		
Mental Health & Substance Abuse	Benefits are based on corresponding medical benefits. No more day or $ limits.	
Skilled Nursing Facility	No Limits	
Base	90% after Deductible	80% after Deductible
Supplemental Major Medical	90% after Deductible	80% after Deductible
Outpatient Services		
Surgical Facility Services	90% after Deductible	80% after Deductible
Diagnostic Lab, medical tests, and x-ray services	First $500 Covered in Full, then 90% after Deductible	80% after Deductible
Professional Services	90% after Deductible	80% after Deductible
Physician/Office Services		
Office Visit (Illness/Injury)	$15 copay then 90%	$15 copay then 80%
Urgent Care Facility Services	$15 copay then 90%	$15 copay then 80%
Immunizations (all immunizations)	90% after Deductible (100% if service has A or B rating by US Preventative Services Task Force)	80% after Deductible
Allergy Testing and Treatments	90% after Deductible	80% after Deductible
Preventive Services		
	A or B in the US Preventative Services Task Force, routine immunizations and other screenings	
Routine Physical Exam/Office Visit (One per benefit period)	100%	$15 copay then 80%
OB-GYN/Office Visit (One per benefit period)	100%	$15 copay then 80%

Benefits	Network Facility	Non-Network Facility
Well Child Care Including exam and immunizations	100% 32 visits per Lifetime; Birth to age 21	$15 copay then 80% Copay applies to exam charge only All other expenses covered at 80% 32 visits per Lifetime; Birth to age 21
Routine Mammogram (One per benefit period)	100%	80% after Deductible
Routine Pap Test (One per benefit period)	100%	First $250 per benefit period covered at 100%, then 80% after Deductible
Routine Prostate Exam (One per benefit period)		
	100%	First $250 per benefit period covered at 100%, then, 80% after Deductible
Routine Colonoscopy & Sigmoidoscopy Exam		
Outpatient Services		
Physical Therapy	90% after Deductible | 80% after Deductible 40 visit limit, combined with Occupational	
Occupational Therapy	90% after Deductible | 80% after Deductible 40 visit limit, combined with Physical	
Speech Therapy	90% after Deductible | 80% after Deductible 20 visit limit	
Chiropractic	90% after Deductible | 80% after Deductible 12 visit limit	
Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits. No more day or $ limits.	
Emergency	Emergency use: $50 emergency Room Co-pay (waived if admitted) Non-Emergency use: $50 ER Co-pay then 80% of Covered Charges	

Benefits	Network Facility	Non-Network Facility
Additional Services		
Ambulance	$25 Co-pay then covered in Full	
Durable Medical Equipment	90% after Deductible	80% after Deductible
Hearing Benefits (2 per 36 months) Exam Conformity & Hearing Aid Evaluations Hearing Aids	$40 per exam 100% 100%	
Home Health Care	90% after Deductible	80% after Deductible
Hospice	Covered in Full	
Human Organ Transplants	90% after Deductible (Pre-certification required)	80% after Deductible (Pre-certification required)

Note: Copays for medical coverage apply to the co-insurance limit and out of pocket maximums.

8.9.1.2 The Healthcare Committee shall continue its current work to achieve the following objectives: maintenance of high level of coverage tailored to meet staff needs; maintain a high level of choice of providers; maintain current annual maximum out-of-pocket expenses for medical coverage to employees who receive in-network coverages.

To achieve this objective, the committee will continue to meet on a regular basis and work to reach consensus on a plan design. The committee will review proposals that are secured from possible providers, interview finalist carriers, work to reach consensus on a provider and make recommendations to the Board of Education and the ETA for a new provider as soon as possible.

8.9.1.3 Major Dental Program

The dental plan will be changed to a managed care dental enhanced PPO plan. The preferred provider dental plan includes a network of dental providers available to employees and their dependents. Plan members can elect to receive dental services

from network or non-network providers. The plan pays a percentage of allowable charges based on either a negotiated fee or a reasonable or customary fee. The plan allows for a 100% reimbursement of allowable charges for covered preventative services that are received once every six months when using in network dentists. Other covered services are subject to a single-family deductible of $100/$200 with 80% coverage thereafter for most services, and a maximum annual plan payment of $2,000 per person. Orthodontic services are covered at 60% with a separate lifetime maximum of $1,500 per person. Final selection of the provider shall involve consultation with ETA. Effective September 1, 2010 employees will pay 6% of the Board's single and family (as applicable) premium cost for participation in the dental program. Preventive services for dental are received twice in any period of 12 consecutive months.

8.9.1.4 Teachers who choose to participate in a whole health maintenance plan shall have their premiums for single or family coverage paid by the Board up to the monthly maximum of the family coverage premium paid by the Board for the Board-contracted Medical Insurance High Level Benefit Plan.

8.9.1.5 Prescription Drug

Effective September 1, 2010, the co-pay for prescription drugs at retail shall be $10 for generic, $15 for formulary and $25 for non-formulary. Effective September 1, 2010 the co-pay for prescription drugs secured via mail order shall be $15.00 for ninety day supply for generic and $20.00 for formulary and non-formulary for ninety day supply . Maintenance drugs are available via mail order, and must be obtained after the third retail refill. Generics are mandatory unless the physician requires a brand name by an explanation of the medical reasons that the generic does not provide an equivalent benefit.

8.9.1.6 Vision Care through the Ohio Vision Service Plan – Option #3. Option #3 provides exam and lenses (every twelve months), frames (every twenty-four months), tints, oversize lenses/frames, no non-panel deductions, and no deductible. For a panel doctor, the frame allowance is $22.00. Cosmetic contact allowance is $100.00. The non-panel reimbursement schedule is as follows:

Exam	$ 30.00	Lenses:	Single Vision	$ 25.00
Frames	$ 30.00		Bifocal	$ 40.00
Trifocal	$ 50.00			
Lenticular	$ 80.00			

Non-Panel Contacts:

Necessary	$200.00
Cosmetic	$100.00

8.9.2 Choice of insurance carriers for all insurance fringe benefits shall be at the discretion of the Board provided that every member is entitled to no less than maximum benefits of current coverage. The benefits are set out in the Plan Design as outlined in the Schedule of Benefits. The Association will be given the opportunity to examine coverages to be given by new insurance carriers, if any, prior to final approval by the Board. The Board's contracts with insurance carriers may include (1) anti-duplication provisions under which the Board's obligation will be to provide secondary coverage to those employees eligible for coverage under some other insurance fringe benefit plan, and (2) where spouses are both employed by the Board, the Board shall in no case be obligated to provide more than one plan per family. This section shall not be construed to prohibit providing required coverages by means of self-insurance or a combination of self-insurance and fully insured programs.

8.9.3 Effective September 1, 2008, spouses of bargaining unit members who are initially hired beginning with the 2008-2009 school year who have health insurance available from the employer/retirement provider of the spouse must enroll as single coverage for all available medical, drug, dental, and prescription coverages through the employer/retirement provider of the spouse, or should the spouse elect not to enroll and participate in that coverage, the district employee shall pay an additional $200 per month for family coverage, in addition to any other contributions otherwise due.

This requirement does not apply to any spouse who works less than 30 hours per week or is required to pay more than forty percent (40%) of the single premium to participate in her/his employer/retirement provider's group health insurance coverage and/or prescription drug insurance coverage. Subject to the employee premium share set forth in section 8.8 above, other dependents (such as children, stepchildren,

or adopted children) of the bargaining unit member may remain on the district's plans with primary coverage.

Upon the spouse's enrollment in any such employer/retirement provider-sponsor drug group insurance coverage, that coverage will become the primary payer of benefits for the spouse and the coverage sponsored by the Board will become the secondary payer of benefits An employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether her/his spouse is eligible to participate in group health insurance coverage and/or prescription drug coverage provided by the employer/retirement provider of the spouse.

Should a teacher submit false information or fail to timely advise the Board of a change in her/his spouse's eligibility for a group health insurance and/or prescription drug insurance through the spouse's employer/retirement provider, and such false information or failure by the results in the Board's plan providing benefits to which the spouse is not entitled, the teacher shall be personally liable to the plan for reimbursement of the full cost of any benefits and expenses, including attorneys' fees and costs, incurred by the Board's plan. Any amount to be reimbursed by the teacher may be deducted from the salary or benefits to which the teacher would otherwise be entitled. In addition, the spouse will be removed immediately from the Board's group health insurance and/or prescription drug insurance coverage. Submission of false information regarding eligibility of a spouse for health benefit and/or prescription drug coverage from the employer/retirement provider of the spouse by a teacher will subject that teacher to disciplinary action up to and including possible termination of employment.

8.9.4 Any employee who is covered by his/her spouse's family medical coverage may annually waive his/her coverage in Section 8.9 in writing and receive a five hundred dollar ($500.00) per year cash "waiver bonus" at the end of the school year. (This option includes two Euclid employee families.) The waiver must clearly explain the procedure for enrollment if spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and annually thereafter.

8.9.5 A member of the bargaining unit and his/her "qualified beneficiaries" shall be eligible to retain group hospitalization for eighteen (18) or thirty-

six (36) months according to the procedures outlined by COBRA by paying the monthly insurance premiums to the Treasurer's office.

8.10 Severance Pay

Members of the bargaining unit actively employed on a permanent or part-time basis by the Board who elect to retire and have been accepted for retirement by The State Teachers Retirement System of Ohio and the School Employees Retirement System shall be paid a lump sum equal to one-fourth (1/4) of the value of the accrued, but unused sick leave credit to a maximum of sixty (60) days reverting to forty (40) days in any year in which a retirement incentive is offered and 1/10 of the value of the accrued, but unused sick leave credit for any remaining days from 241 days up to 330 days for teachers who provide written notice of retirement by February 1 of their retirement year and the teacher continues to work through the last teacher work day. All personnel not qualifying for paragraph one actively employed on a permanent basis, retiring between the ages of fifty and sixty who have fifteen (15) to twenty (20) years of Euclid service, will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of fifty (50) days reverting to thirty (30) days in any year in which a retirement incentive is offered.

All personnel not qualifying for paragraph one actively employed on a permanent basis between the ages of fifty and sixty with over twenty (20) years of Euclid service will receive severance pay equal to one-sixth (1/6) of the accumulative sick leave to a maximum of sixty (60) days reverting to forty (40) days in any year in which a retirement incentive is offered.

Such payment shall be based on the employee's daily rate of pay at the time of retirement exclusive of all supplemental pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

Teachers shall receive their severance payment in January of the succeeding year following retirement. This payment shall be paid into a tax sheltered annuity.

Any teacher electing to retire on or after the last teacher work day of a school year shall retain medical benefits through the end of August. Medical benefits shall terminate the last day of the last month worked for any teacher electing to retire before the last teacher work day of a school year.

8.11 Early Retirement Notification Payment

This section is in effect all three (3) years of the contract, the days will remain the same; the school years shall change to reflect the 2013-2014 school year (as shown), the 2014-2015 school year, and the 2015-2016 school year.

8.11.1 The Board will pay to eligible and participating bargaining unit members, an early retirement notification payment in the amount of four hundred dollars and zero cents ($400.00), to be paid to such members in the final payroll of 2013-2014 school year.

8.11.2 To be eligible to receive the 2014 Early Retirement Notification Payment, bargaining unit members:

a. Must be under contract and a member of the bargaining unit, as defined in Article 1 of the 2013-2016 Collective Bargaining Agreement between the Board and the Association, at the time of notification;

b. Must work the entire 2013-2014 school year (i.e., complete the full 2013-2014 school year in active pay status);

c. Must be eligible to retire and receive payments from STRS effective no later than August 1, 2014 under STRS requirements (e.g., 30 years of service, or age 55 with at least 25 years of service, or age 60 with at least 5 years of service);

d. Must provide the Board with a signed and written irrevocable letter of resignation, for purposes of retirement, with the retirement effective no sooner than the last work day of that school year and no later than the first workshop day of the next school year.

e. Such irrevocable letter of resignation must be received by the Superintendent's office no later than 4:00 p.m. on February 1.

8.11.3 The following conditions will cause an Association member to be ineligible to participate in the 2014 Early Retirement Notification payment:

a. Terminated, non-renewed, or resigned;
b. Failure to meet deadlines as listed in this Agreement; or

c. Currently retired and/or receiving retirement benefits from STRS.

8.11.4 The 2014 Early Retirement Notification Payment shall not disqualify a bargaining unit member from participating in a retirement incentive plan.

8.12 Term Life Insurance

Term life insurance shall be provided at Board expense for all members of the bargaining unit in the amount of fifty thousand dollars ($50,000.00).

8.13 Mileage

Teachers assigned to more than one building during the course of one school day shall be paid mileage at the IRS approved rate for travel between buildings. Adjustments will be made on January 1 of each year.

Teachers required to travel on school business as part of their duties shall be paid mileage at the IRS approved rate for such travel. Adjustments will be made on January 1 of each year.

Forms for recording such mileage shall be given upon request to each teacher involved in travel by his Administrative Supervisor. Each teacher shall be notified of the availability of forms. Payment for mileage expense shall be paid at least once each semester. To receive reimbursement, said forms shall be submitted monthly, or when at least fifty (50) miles have been accumulated.

8.14 Summer School Staff

Summer school staffs shall be paid as a ratio of the B.A. base salary as follows: Four-Hour Assignment – .075 and Five-Hour Assignment – .095. Summer school rates noted are for a six (6) week session. Any session offered for less time is calculated on a pro-rated basis.

8.15 Extended Time Contracts

Extended time contracts shall be paid at the per diem rate of 1/184th of the annual salary payable to the member of the bargaining unit under the teachers' salary schedule during the contiguous school year.

Extended Time Contracts

Position		# of Days
M.S. counselors		6
H.S. counselors		10
Culinary		10
OT/PT/Speech		3
Psychologists		10
Spec. Ed. Dept. Chair		2
Spec Ed Voc.		2

9. ABSENCES AND LEAVES

9.1 Leaves of Absence – General Provision

Paragraphs one through five of this section shall apply to leaves granted under this article unless a particular leave expressly states otherwise.

9.1.1 A leave of absence is defined as a period of absence from duty by an employee for whom a written request is submitted and approval is given by the Superintendent and the Board except as otherwise provided. However, no leave of absence shall be granted for employment in another occupation or business, except for teaching in a foreign country.

9.1.2 Subject to the provision below, a teacher upon return to service at the expiration of an approved leave of absence, shall resume the same position held before the leave or if not available, to an assignment in the same area of certification taught prior to the leave, or if not available to a position for which the teacher is certified. Seniority shall control unless the teacher's return to the same position or to a position in the same area of certification taught prior to the leave would result in the layoff of another teacher. In that event, if there is a vacancy in another area of certification held by the returning teacher, the returning teacher shall be assigned to fill that vacancy. Upon return, the teacher shall resume the same contract status held prior to such leave. With the exception of sabbatical leave granted under Section 9.3 of this article, no credit shall be allowed on the salary schedule for any unpaid leave of absence.

9.1.3 The Superintendent is authorized to set a date upon which a teacher on leave of absence must indicate his intention to return to duty. If the teacher fails to comply with the Superintendent's request by the designated date, or by April 1 if no date has been designated, the leave of absence shall become a resignation. A one-year extension of the original leave of absence may be granted upon the recommendation of the Superintendent and the approval of the Board of Education. Leave of absence termination shall coincide with the school year. The Superintendent may take exceptions to the before-mentioned policy.

9.1.4 Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs. Failure to forward premium at stipulated times will terminate this benefit.

9.1.5 A teacher seeking an extension of a leave of absence shall be notified that she/he may return to a different position if such assignment would avoid a layoff of another teacher.

9.1.6 Dues Collection

In accordance with the dues agreement executed by members of the bargaining unit who choose to join the association, teachers on leaves of absence are not excused from paying professional dues. When a leave is for a half year (90 days) or more, the teacher is entitled to pay half-time dues. When taking a leave of absence which would result in the teacher not returning to work during that same school year, the balance of the annual dues will be deducted from the teacher's final paycheck. If this deduction does not occur, the teacher, by executing the dues agreement, has agreed to pay the ETA as collection agent for OEA, NEA, and NEOEA, upon demand, the remainder of the dues for the membership year. Board action to deduct unpaid dues from the teacher's final paycheck is an activity of the employer covered by the indemnification provisions of this negotiated agreement, Section 13.14.7.

9.1.7 Family and Medical Leave

9.1.7.1 All members shall be entitled to up to twelve (12) weeks of leave in any twelve (12) month period for the treatment of their own serious medical condition, the care of a spouse, child, or parent with a serious medical condition, or the birth of a member's child or the placement of a child with a member for adoption or foster care, in accordance with the Federal Family and Medical Leave Act. To be eligible for FMLA leave, the teacher must have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and have worked at least One Thousand two hundred fifty (1250) hours during the twelve (12) month period preceding the FMLA leave.

9.1.7.2 For purposes of calculating the amount of leave available to a member, a rolling twelve (12) month period, measured backward from the date leave is taken, shall be used.

9.1.7.3 If leave is foreseeable, the member shall give the Board thirty (30) days' notice of the need to take the leave. The member should make reasonable efforts to schedule medical treatments so as not

to unduly disrupt the Board's operations. If advanced notice is impossible, the member shall give the Board as much notice as is practicable.

9.1.7.4 Members may substitute any accrued paid leave under Sections 9.4.1 or 9.8 or unpaid leave under Section 9.2 or Section 9.4.2 of this Agreement for family and medical leave. Substituted paid and unpaid leave will count toward the member's twelve (12) week allotment of family and medical leave.

9.1.7.5 If medically necessary, a member may use his/her family and medical leave on an intermittent basis, by taking leaves of absence of less than a day or working a reduced work week. A member may request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the member's leave schedule. Only the actual time which a member misses due to family or medical leave will be applied to the twelve (12) week limit.

9.1.7.6 While on family and medical leave, the Board will continue to maintain the member on the Board's health insurance plan and continue to pay its share of the member's health insurance premiums. Where unpaid leave that does not normally provide paid health insurance benefits is substituted for family and medical leave, the Board will pay the health insurance premiums during such leave so long as the total period during which such premiums are paid does not exceed twelve (12) weeks within the applicable (12) month period.

9.1.7.7 When a member returns from family and medical leave, the member shall be restored to employment in accordance with Section 9.1.2 of this Article.

9.1.7.8 Members requesting family and medical leave shall present a written certification of the need to take family and medical leave within fifteen (15) days of requesting such leave. The Board may, at its expense, require the member to obtain a second opinion by a physician designated by the Board. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the member. The third opinion shall be final and binding.

9.1.7.9 This provision shall be interpreted and applied consistently with the Federal Family and Medical Leave Act and its implementing regulations. Nothing herein is intended to reduce or restrict the rights contained in Article 9, Sections 9.1 through 9.9.

9.2 Child Rearing Leave

9.2.1 Leave without pay for a period not to extend beyond two complete school years shall be granted teachers requesting child-rearing leave which shall include adoption. The date established for the beginning of such leave shall be determined by the teacher. The request shall be submitted at least thirty days prior to the date on which the leave would be scheduled to begin or as soon as the employee becomes aware of the need for the leave, whichever is later. A teacher is eligible for two (2) years of child-rearing leave after the birth of each child, not to exceed four (4) consecutive school years. To be eligible for a subsequent child-rearing leave, a teacher must return to duty and perform in a full-time teaching assignment for at least one (1) school year before the start of subsequent leave.

9.2.2 The Board may require that the termination of such leave coincide with the end of a school year, the end of a semester, or some other point in time at which the teacher's return coincides with the needs of the Board to avoid disruption of the studies of pupils and work schedules of other employees. This provision shall not be construed to require return while illness or disability precludes their return.

9.2.3 Teachers who begin child-rearing leave after April 1 of the school year and who have completed the equivalent of at least one hundred twenty (120) full-time workdays in that school year shall have their family hospitalization insurance coverage paid by the Board through August of that year.

9.2.4 Any bargaining unit member who adopts a child ages 2 and under shall be entitled to three (3) weeks of paid sick leave. For an adopted child over 2 years of age, there is no allowable use of sick leave. Refer to FMLA or child-rearing leaves for procedures for additional unpaid absences.

9.2.5 Any bargaining unit member who gives birth to a child shall be entitled to up to eight (8) weeks (two weeks prior to birth and six weeks after delivery) of paid sick leave without submission of medical verification.

9.2.6 A bargaining unit member who fathers a child and who has responsibilities for the care of the child or mother of the child shall be entitled to two (2) weeks of paid sick leave without medical documentation.

9.3 Sabbatical Leave

Believing strongly that the improvement of instruction rests upon continual study on the part of the professional staff, the Board supports the principle of sabbatical leave and will subsidize each granted request with the difference between the annual salary of the teacher granted the sabbatical and the BA base.

The Superintendent may recommend only one percent (1%) of the staff each year for this academic privilege under the following conditions:

9.3.1 A tentative request must be submitted to the Superintendent on or before March 15. A formal request must be submitted before May 1. The leave, if granted, will take effect the succeeding school year.

9.3.2 The Superintendent will consider these requests in the time order in which they are received between March 15 and May 1.

9.3.3 The letter of request shall contain the name of the college or university involved, the type of academic effort intended, and the time schedule to be observed.

9.3.4 The bargaining unit member must hold at least a professional certificate/ license and have served in Euclid seven (7) years and must guarantee that the teacher will return to serve in the Euclid City Schools for a period of three (3) years or forfeit the entire amount of the original subsidy.

9.3.5 Upon careful study and with the advice of the administrators involved, the Superintendent will submit at the May meeting to the Board of Education a positive resolution relating to individual requests for sabbatical leave. The requests must be accompanied by the necessary guarantee.

9.3.6 The teacher will be notified immediately of the action of the Board.

The teacher will notify the accounting department of his/her address for the coming year.

9.3.7 For salary schedule classification, one year of sabbatical leave will be considered one year of teaching experience.

9.4 Disability or Illness Leave

9.4.1 Sick Leave

9.4.1.1 Each member of the bargaining unit shall be entitled to fifteen (15) days sick leave with pay for each year under contract which shall be credited at the rate of one and one-quarter (1-1/4) sick leave day per month, as authorized by O.R.C., Section 3319.141. Sick leave days shall be credited in each month on a prorated basis related to days employed in district.

9.4.1.2 Each member of the bargaining unit shall be entitled to an advancement of fifteen (15) days of sick leave at the beginning of each school year to be charged against sick leave the employee earns, as it is earned, provided, however, the total number of days advanced and earned shall not exceed fifteen (15) in the same school year and sick leave days advanced must be repaid in the same year.

9.4.1.3 Employees advanced fifteen (15) days sick leave at the beginning of the school year who, because of extended illness or otherwise, cannot repay the sick leave in the same school year with earned sick leave, will have the used but unearned sick leave days deducted from their salary.

9.4.1.4 Each member of the bargaining unit shall qualify for sick leave absences with full pay, up to the total number of days accumulated, for one or all of the following reasons:

9.4.1.4.1 Personal illness.

9.4.1.4.2 Disability resulting from pregnancy.

9.4.1.4.3 Injury.

9.4.1.4.4 Exposure to contagious diseases which could be communicated to others.

9.4.1.4.5 Necessary absence due to illness, injury or death in the

employee's and spouse's immediate family. The immediate family is defined as husband, wife, children, mother, father, sister, brother, any member of the teacher's household or any other person standing in the relationship of one of the above defined individuals.

In the event of death, "immediate family" will be defined to include the above persons plus those members of the employee's family with whom the employee has such a relationship that the employee requires a leave for family bereavement.

9.4.1.5 Sick Leave Donations

In the event a member of the bargaining unit experiences a catastrophic illness or debilitating injury and exhausts sick leave as a result, the ETA and the administration may agree to establish a mechanism to allow for continued medical coverages and/or receipt of compensation. Any agreement on, failure to agree on or failure to request the establishment of such a mechanism shall not be precedent setting, shall not be subject to the grievance procedure and/or an unfair labor practice charge.

9.4.2 Medical Leave of Absence

9.4.2.1 When a teacher has exhausted his accumulated sick leave and is still unable to return to work, the Board of Education, upon the recommendation of the Superintendent, will place the teacher on Medical Leave of Absence.

9.4.2.2 Such a leave will begin on the date that the accumulated sick leave reaches the zero point and the teacher has no earnings due and will be for not less than the balance of the current school year or current school semester whichever is shorter and for a maximum period of not more than two (2) consecutive school years in addition to the remainder of the semester during which it commences. For teachers who are accepted and receive disability retirement benefits from the STRS, the period of medical leave of absence shall be for up to five (5) years. A teacher who is accepted and receives STRS disability retirement payments shall be included in the STRS health insurance system and shall not be eligible for

health care benefits beyond those set forth in Section 9.4.2.3 below.

9.4.2.3 While a teacher is on Medical Leave of Absence, but has not been accepted for STRS disability, the Board will pay its share of the total fringe benefit package for the following periods: employees with zero (0) to three (3) years in-district experience – three (3) months; those with over three (3) but not over five (5) years' experience – six (6) months; those with five (5) to ten (10) years – one (1) year; over ten (10) years – two (2) years.

9.4.2.4 A teacher on Medical Leave of Absence who intends and desires to return to work at the beginning of the next school year or semester shall file an application for reinstatement by April 1 for the next school year and December 15 for the second semester. The application must be accompanied by a physician's statement indicating the teacher's medical condition is or may be reasonably anticipated to be such that the teacher is capable of returning to work. Nothing herein shall prevent later application and the timeliness of application shall not be a basis for denial of return. Consideration shall be made on the availability of positions open at that time.

9.4.2.5 A teacher may request emergency short-term medical leave for a total period not exceeding thirty (30) calendar days. A condition precedent to the granting of any such short term emergency medical leave shall be the providing by the teacher of a physician's certificate verifying the necessity of such leave.

9.5 Cumulative Sick Leave

9.5.1 Members of the bargaining unit shall accumulate sick leave as set forth in Section 9.4.1.1 above to a maximum of hundred thirty (330) days.

9.5.2 A teacher new to the District may transfer all accumulated and unused sick leave from prior public service as permitted by law. Proper verification must be presented from the teacher's prior employment to the Treasurer's office before credit will be given. Each pay stub will reflect the cumulative and unused sick leave for each teacher as of the date indicated on the pay stub.

9.6 Personal Leave

All certified personnel shall be granted up to three (3) days of paid personal leave each contract year. Unused personal leave days are rolled over into sick leave accumulation. Personal leave available for any teacher employed less than a full year will be pro-rated.

Paid personal leave days are provided for legitimate business, professional, personal, family obligations, and emergencies that an employee encounters which cannot be met outside of the regular school day. Typical of these obligations, although not all-inclusive, are court appearances, scheduled medical examinations, religious holidays, graduation exercises, honors convocations honoring the employee or members of his immediate family and real estate transactions. This provision for paid personal leave is not to be used to extend holidays or recesses for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, baby-sitting (including grandchildren) or such activities as yard maintenance, or to attend business trips with one's spouse.

Three (3) additional days of personal leave will be granted for the sole purpose of observance of recognized religious holidays where observance of that religious holiday requires total abstinence from work by the teacher. In that event, the teacher, through his/her building principal will make arrangements to engage in compensatory professional activities (See Appendix E and E1) to make up any days of personal leave in excess of three in a school year. Said make-up days may be made up in whole or in partial days within the school year. If at the end of the year, the teacher has unused personal leave days, the religious days will be charged against unused personal leave days at the request of the teacher.

9.6.1 Routine doctor or dental appointments are to be charged to personal leave.

9.6.2 Emergency doctor appointments when an employee becomes ill at work or doctor appointments when an employee is off sick are to be charged to sick leave.

9.6.3 Applications for paid personal leave shall, except in emergencies, be made through the teacher's building principal or his designee to the appropriate Assistant Superintendent or his designee at least one (1) day prior to the date of the intended leave. Emergency is defined as an urgent matter which requires an absence from work.

9.6.4 Proper submission of said form consistent with this section shall constitute approval.

9.6.5 Personal leave knowingly utilized in violation of this policy shall be considered as insubordination (as defined in O.R.C. 3319.16) and shall result in appropriate disciplinary action up to and including contract termination.

9.7 Special Leave

Should a member of the bargaining unit use all three (3) of their personal leave days in a single school year and/or an unusual personal situation arises, the employee may apply to the Superintendent for use of up to five (5) Special Unpaid Leave days by submitting a completed Personal Leave Form. No more than five (5) consecutive days (paid or unpaid) shall be approved. In applying for consideration of Special Leave, the employee and Association President shall meet and provide the Superintendent and appropriate Principal with all relevant information regarding such request. Special Leave can only be requested after all three (3) personal leave days have been used in a specific year. The decision of the Superintendent shall not be subject to the grievance procedure.

9.8 Assault Leave

The Board will provide, at the discretion of the Superintendent, Assault Leave (see Section 12.5), wherein a teacher is absent due to physical disability resulting from an assault by a student, trespasser, or injury while mediating a dispute, which occurs in the course of an employee's Board employment will maintain the teacher on full-pay status during the period of such absence under the following provisions:

9.8.1 The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave.

9.8.2 If medical attention is required, a certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.

9.8.3 Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

9.8.4 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.

9.9 Jury Duty/Court Leave

9.9.1 Members called to jury duty shall be paid her/his regular per diem and shall retain any compensation paid by the court for jury service.

9.9.2 Days missed by members subpoenaed to court to testify in a proceeding where the member is not a party to the action shall be treated in the same manner as jury duty. As an example, divorce or domestic disputes where the member is a party are not included.

9.10 Other Leaves

In addition to the other leaves listed herein, a member of the professional staff who has served in the Euclid Schools for not less than two (2) years may be granted a leave of absence for a period of not more than two (2) school years for education, professional, or other approved purpose. The leave may begin at the beginning of each semester or other times approved by the Superintendent. Return shall be in accordance with Section 9.1.3.

10. SUBSTITUTE TEACHERS

10.1 Unless a substitute is not available or not feasible due to the shortness of the absence, the Board will provide substitutes for all teachers.

10.2 The request of a teacher for a specific substitute shall be granted provided that substitute is available for the assignment and the principal approves the substitute.

10.3 Teachers may submit a report of substitutes, excluding building substitutes, on the official substitute report forms. This shall be done through the building principal and, of course, shall be available to the substitute upon request through the Assistant Superintendent.

10.4 In the event of an emergency where regular substitutes are not available, requests of regular staff members for such substitution shall be equally distributed among all the teachers within a building staff available at any time of the day.

10.5 A list of substitutes will be given to the President following the Board meeting of substitutes who were hired.

10.6 Building Substitutes

Building substitutes shall be employed on annual basis under the following conditions:

10.6.1 Building substitutes shall be assigned to a designated school on a daily basis, which may be changed in the event of an emergency.

10.6.2 Building substitutes who work less than five (5) days per week shall be paid a ratio of .00302 based on the Teachers Salary Schedule BA Base per day. Building substitutes who work five (5) days per week shall have the option of being paid per day and receive no medical benefits at a ratio of .00302 based on the Teachers Salary Schedule BA Base, or be paid per day with single coverage hospitalization and major medical benefits, single coverage dental benefits, single coverage vision benefits, and single coverage prescription drug benefits at a ratio of .00245 based on the Teachers Salary Schedule BA Base. The election must be made annually in September or in the first month of employment. Building substitutes who elect medical

coverages are responsible, at COBRA rates, for premiums over the summer months.

10.6.3 Building substitutes who work five (5) days per week shall be entitled to personal leave under Section 9.6, but personal leave for building substitutes shall accrue as follows:

- -- One (1) personal leave day upon date of hire
- -- One (1) personal leave day the first payroll in November
- -- One (1) personal leave day the first payroll in February

Building substitutes shall be entitled to use sick leave in accordance with Section 9.4.1 as earned, i.e., at the rate of one and one-quarter (1-1/4) days per month and shall not be entitled to an advancement of sick leave.

10.6.4 Building substitutes shall not be covered by Article 3, Evaluation, Article 5, Transfer and Assignment, Article 6, Teacher Contracts, or Article 7, Seniority. The first sixty (60) days of service shall constitute a probationary period for building substitutes. During that time, building substitute teachers shall serve at the discretion of the building principal. The first observation/ evaluation may be held during the first sixty (60) day period at the discretion of the building principal. Building substitutes shall be observed at least one time for a period of at least thirty (30) minutes in duration, during each semester of building substitute employment (agreed upon observation/evaluation form for building substitutes attached [Appendix D]). Should the building substitute's performance be deemed deficient or if the building substitute has engaged in other inappropriate behaviors after completion of the probationary period, the contract of the building substitute may be nonrenewed following an opportunity for a conference between the building substitute and the Superintendent or designee. At such conference, the building substitute may be accompanied by a representative of the Association. The building principal shall be in attendance and shall present his/her reasons for recommendation of nonrenewal. Any such nonrenewal which occurs during the school year shall not be subject to the grievance procedure of this agreement nor subject to the provisions of Revised Code Section 3319.11.

10.6.5 Employment of building substitutes shall be considered automatically non-renewed at the conclusion of each school year without the

necessity of further action by the Board or delivery of notice of non-renewal.

10.6.6 Building substitutes shall not be deemed eligible for nor entitled to receive continuing contracts under Revised Code Section 3319.11.

10.6.7 Building substitutes may apply for other vacancies which arise in the bargaining unit and, if properly certified, will be given due consideration for the vacancy. If a building substitute is employed in a regular unit position by the Board, his/her time in the capacity of a building substitute shall count as seniority for all other purposes under this Agreement as defined by Article 7 and including proper salary schedule placement.

10.6.8 It is expressly understood and agreed that building substitutes who replace a teacher on a long-term leave of absence (over sixteen [16] consecutive school days in a single teaching assignment) shall be placed on the first step of the Bachelor's schedule. Those building substitutes who have already chosen the option for medical benefits shall continue to maintain such coverage during the long-term placement. Those building substitutes who did not choose the benefits option must meet the ORC requirement of sixty (60) consecutive school days in a single teaching assignment in order to be eligible for single medical benefits.

11. PROFESSIONAL DEVELOPMENT

11.1 Professional Growth

11.1.1 The teachers, administrators, and the members of the Board recognize the value and importance of planned professional growth within the Euclid City Schools. This recognition requires support in three major areas: time, money, and cooperation. The scope of professional growth shall be interpreted to include:

11.1.1.1 Relevant college course work as determined by the Superintendent taken beyond certification requirements and rewarded by advancement on the salary schedule.

11.1.1.2 Courses organized by the Professional Growth Committee which will be compensated by advancement on the salary schedule.

11.1.1.3 Professional Leave. See "Absences and Leaves – Professional Leave."

11.1.1.4 Inter-school visitations. As heretofore specified, teachers may submit requests to visit classes and schools both within and outside the district.

11.1.1.5 Workshops, seminars, study programs, and/or other professional growth experiences as provided within in-service programs of the Euclid City Schools.

11.1.1.6 The Local Professional Development Committee (see Section 11.3) will be responsible for the following professional growth obligations:

11.1.1.6.1 Meet throughout the school year to formulate the program for the coming year. The meeting dates shall be the first Monday of each month. Release time shall be granted when needed for training, etc.

11.1.1.6.2 Study, evaluate, and recommend to the Superintendent in-service programs designed to provide maximum professional growth benefits to a broad spectrum of the teaching staff. Each recommendation should be accompanied by a budget estimate to support such in-service programs.

11.1.1.6.3 Survey the professional staff each year to ascertain their interests and needs in the area of professional growth.

11.1.1.6.4 The committee will produce an in-service calendar to publicize the professional development opportunities.

11.1.1.6.5 Implementation of the Professional Development Programs shall be the responsibility of the Superintendent and/or designee.

The administration is responsible for providing secretarial support. The LPDC may make a recommendation to the Superintendent for additional support.

Each building will have an available computer for teachers to have electronic access to their records.

11.2 Curriculum Committees

11.2.1 The committees will be established on a K-12 basis and with respect to major subject areas, e.g., math K-12, science K-12, foreign language K-12. The composition of these committees shall be determined by the Curriculum Advisory Council. The council will be comprised of a representative from each building configuration in the District.

11.2.2 The Superintendent or his/her designee will work with the President of the Association to insure teacher input into school redistricting, redesign (i.e., Middle School), and use of special program funds along with the normal instruction and curriculum activities.

11.2.3 Teachers from buildings with late dismissals will be released fifteen (15) minutes prior to the start of these meetings.

11.2.4 Compensation at the per diem rate of .0033 of the base rate shall be provided for curriculum work during the summer. For purposes of this section only, a day constitutes six (6) working hours. Release time will be provided for curriculum work done during the school year, or if curriculum is written outside the school day the compensation rate of .0033 of the base rate per diem will apply. Payment will be made upon approval of the completed product.

11.2.5 No District–adopted curriculum material shall be purchased for a grade level or department without Curriculum Advisory Council review.

11.3 Local Professional Development Committee

The Board of Education of the Euclid City School District ("Board") and the Euclid Teachers Association ("Association") shall create a local professional development committee (LPDC). [The Local Professional Development Committee ("LPDC" or "Committee") shall assume the responsibilities of and replace the Professional Growth Committee under Article 11, Section 11.1 of the Board-ETA Agreement.]

11.3.1 The LPDC shall be composed of five (5) teacher members selected by the Association in accordance with its rules and procedures. The LPDC terms of office shall be three (3) years in length. The Committee also shall include four (4) administrators appointed by the Superintendent. All members shall be eligible for reappointment at the completion of their initial term of service. Vacancies arising in committee memberships shall be filled by the entity or individual responsible for the appointment, e.g., a vacancy arising among the teacher members shall be filled by the Association in accordance with its procedures.

11.3.2 The chairperson of the LPDC shall be elected by a simple majority of LPDC members.

11.3.3 The day-to-day operations of the LPDC shall be governed by standards and bylaws developed by the Committee, which standards and bylaws shall not be effective unless approved by the Association and the Board of Education.

11.3.3.1 Decisions by Consensus – The committee shall determine its own quorum. However, there must be a majority of teachers present when considering teachers.

11.3.4 Committee members shall be released from their responsibilities up to two (2) days per school year for the performance of some portions of Committee responsibilities.

11.3.5 The committee chair will receive a stipend at the rate of .0875 of the current salary B.A. base, and the individual committee members shall receive a stipend at the rate of .0725 of the current salary B.A. base. Payment will be made in the first pay in December, and the second payment will be made in the first pay in June.

11.3.6 In the event the Committee does not approve an individual professional development plan, the certificated/licensed employee may appeal such denial in writing to the LPDC chairperson within twenty (20) calendar days of such denial. Similarly, should the Committee refuse to approve a request for CEU credit, the affected employee(s) may appeal said denial in writing to the LPDC chairperson within twenty (20) calendar days of such denial. If the Committee within ten (10) calendar days of the chair's receipt of the appeal does not reverse its decision, the affected employee(s) may

initiate, in writing and directed to the LPDC chairperson, a binding decision on the appeal. That decision will be rendered by a three-person panel, with one member chosen by the affected employee(s), one person chosen by the Superintendent, and a third person chosen by the President of the Association. All panel members must hold a current Ohio Department of Education certificate or license.

11.3.7 The composition of the LPDC (teacher-administrator) shall be changed to reflect legislation enacted after May 19, 1998. [Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.]

11.3.8 Secretarial support and record-keeping shall be provided by the administration.

11.4 RESIDENT EDUCATOR PROGRAM

11.4.1 Philosophy

11.4.1.1 The Ohio Resident Educator Program is a four-year program of formative assessment and mentoring support that will culminate in the completion of a statewide summative, performance-based assessment. The four-year program allows mentors and other colleagues to work with Resident Educator's over time and move deeper into the process of being an effective teacher.

11.4.1.2 Resident Educators will receive ongoing formative feedback from mentors as they collaborate and document their work together. They will receive more formal, yet still formative, feedback on progress toward goals during the mid-year review and at the end of the school year.

11.4.1.3 Resident Educators and Mentors will be required to follow the guidelines outlined by ODE.

This language is meant to align to ODE's requirements. As ODE requirements change, so will contract language.

11.4.2 Mentor

11.4.2.1 Criteria

ALL CRITERIA MUST MEET ODE'S REQUIREMENTS FOR MENTORS.

(1) Permanent Certificate, five-year Professional License or two year Provisional License that has been renewed two or more times.
(2) Five years teaching experience.
(3) Recent classroom experience within the past 5 years.
(4) Successfully complete state mentoring training.
(5) Attend mentoring meetings as required by the Resident Educator Planning Committee.
(6) Make weekly contact with the resident educator during the first semester to provide assistance and direction.
(7) Meet or communicate regularly after the first semester to observe, give feedback and monitor progress of the Resident Educator.
(8) Commit to working with the Resident Educator for the duration of their resident educator license.
(9) Follow ODE's requirement for each year of the Resident Educator program.
(10) Attend partial session of new teacher orientation to be introduced to Resident Educator and to have initial meeting to review first year Resident Educator process.

11.4.3 Appointment of Mentors

11.4.3.1 By May 30th of each year, the Director of Human Resources will post a notice to all certified staff that the district is seeking year 1 Resident Educator qualified mentor candidates for the following school year. The posting will include: candidate requirements, expected hours of service and supplemental contract amount. A list of district-wide applicants will be maintained for review by the Program Coordinator to match resident educators with mentors prior to the start of the school each year.

11.4.3.2 The Program Coordinator will consult with the ETA president and/or designee and will create an appropriate match of mentor and Resident Educator. If no qualified mentor is available from

the building list, a trained mentor shall be recruited by the Program Coordinator who shall consult with the ETA President and/or designee.

11.4.4 Resident Educator

Per ODE's guidelines, to be eligible to participate in the Resident Educator program, beginning teachers must:

11.4.4.1 Hold a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license.

11.4.4.2 Teach at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license.

11.4.4.3 Be responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress.

11.4.4.4 Work 120 days as defined by Ohio Revised Code.

11.4.4.5 Per district guidelines, the Resident Educator must:

(1) Work cooperatively with mentor teacher.

(2) For year one (1) Resident Educators upon successful completion shall receive twenty (20) professional development hours; ten (10) of those hours shall be for the attendance at scheduled meetings. For years two (2), three (3), and four (4) Resident Educators shall receive ten (10) professional development hours. New teacher camp and pre-school workshop days are separate and in accordance with the agreement.

(3) Attend required Professional Development Meetings for Year 1 Resident Educators only.

11.4.5 Program Coordinator

11.4.5.1 The Program Coordinator will be appointed by the Superintendent and employed by the Euclid Board of Education.

11.4.5.2 At the conclusion of the school year, the Program Coordinator shall meet with the Resident Educators to seek input. The Program Coordinator shall also meet with the Mentors in a separate meeting to seek input. The program coordinator will make adjustments to the program as needed to comply with ODE requirements.

11.4.5.3 The Program Coordinator shall compile a current list of Mentors and Resident Educators Years 1-4 and forward to the Program Coordinator, ETA President, Superintendent, and Assistant Superintendent as soon as the assignments are completed. This list shall be updated as necessary throughout the school year.

11.4.5.4. Meet with Mentor and/or Resident Educators to resolve any conflict. If necessary, reassign a new Mentor. Compensation would be prorated for past and new mentors.

11.4.5.5 Schedule all Resident Educator meetings and send notice of each meeting to all affected members.

11.4.5.61 Keep up to date with ODE requirements.

11.4.6 Release Time

Mentors and Resident Educators will be permitted release time through the regular assignment approval process.

Resident Educator Program

	Year 1	Year 2	Year 3	Year 4
MENTOR	.045	.045	.040*	.040**

*One Resident Educator or a group of Resident Educators up to 10.
**Group of Resident Educators up to 10.

12. STUDENTS

12.1 Class Size

Should the District be identified as in "fiscal watch" as that term is defined in Revised Code Section 3316.01, ETA commits and agrees to meet with the administration to bargain terms and conditions related to the class size provisions of the Board-ETA contract, Section 12.1. Because class size ratios, pupil-teacher ratios, and support and special teacher ratios are important to the learning process, it is the intent of the Board to maintain the best ratios possible, consistent with quality education, and the Board's responsibility for fiscal responsibility and the will of the taxpayer. The Board shall maintain an average class size of no more than twenty-five (25) students. The Board will continue to maintain a normal class limit of no more than thirty (30) students in any academic class. Good faith efforts shall be made to maintain class size limits for disabled students in accordance with the standards established by the Ohio Department of Education. ETA shall be informed when the District requests any waiver from the State with respect to class size limits for disabled students and ETA will be advised of the response of the Ohio Department of Education to such request.

12.1.1 Secondary

In the secondary schools (grades 6 through 12), the class schedules will be built on the basis of no more than twenty-eight (28) students per academic class. Additional students may be added based only on individual student need with prior consultation with the affected teachers to a maximum of two (2) students. Should the middle school schedule switch from teaming, the administration and ETA will consult about 6th grade format and bargain the effects, if any.

Study Hall schedules at the high school will be built on the basis of no more than forty (40) students per teacher. Additional students may be added with prior consultation with the affected teacher(s).

12.1.2 Elementary

In the elementary schools, (kindergarten), regular classes shall have a class size of twenty-three (23) students per class. For grades 1

through 5 shall have regular class size of twenty-four (24) students per class.

12.1.3 "Added Responsibility" Pay

12.1.3.1 Kindergarten teachers' class size shall be capped at 25 students per class. For a kindergarten class of twenty-four (24) students regularly enrolled in their class on the last day of each nine week grading period (regardless of the number of students in the class on any other day), the kindergarten teacher shall receive .00375 of the base rate for the twenty-fourth (24TH) kindergarten student. For a kindergarten class of twenty-five (25) students regularly enrolled in their class on the last day of each nine week grading period (regardless of the number of students in the class on any other day), the kindergarten teacher shall receive .00750 for the twenty-fifth (25TH) kindergarten student for a cumulative total of .01125 of the base rate.

For the 2013-2014 school year, kindergarten teachers may have twenty-six (26) students in their class. For a kindergarten teacher with twenty-six (26) students regularly enrolled in their class on the last day of each nine week grading period (regardless of the number of students in the class on any other day), the kindergarten teacher shall receive .00750 for a cumulative total of .01875 of the base rate.

Grades 1 through 5 teachers class size shall be capped at 26 students per class. For a class of twenty-five (25) students regularly enrolled in their class on the last day of each nine week grading period (regardless of the number of students in the class on any other day), the teacher shall receive .00375 of the base rate for the twenty-fifth (25TH) student. For a grade 1 through 5 student class of twenty-six (26) students regularly enrolled in their class on the last day of each nine week grading period (regardless of the number of students in the class on any other day), the teacher shall receive .00750 for the twenty-sixth (26th) student for a cumulative total of .01125 of the base rate.

12.1.3.2 Following the end of each nine week grading period, teachers believing they are eligible for this payment shall submit to the principal a request for payment indicating the number of

students for which payment is requested.

12.1.3.3 The principal will verify school records and submit the appropriate request for payment to the Central Office.

12.1.3.4 Teachers will receive a lump sum payment for the preceding nine week period during the next nine week grading period or within nine weeks of the last grading period.

12.1.4 Disabled Students

In accordance with HIPPA and FERPA**,** each teacher will be notified of every student with an IEP, 504 plan, or any type of written plan to address a special need. Before the child's placement in the teacher's class, each teacher will be provided with a copy of the IEP, 504 plan, or any type of written plan specific to the child's special needs. At the elementary level, the building principal shall be responsible for providing the teacher with a copy of the plan. At the secondary level, providing the teacher with a copy of the plan shall be the responsibility of the appropriate guidance counselor.

12.1.5 At the secondary level (6-12) reasonable efforts shall be made to consult with regular education teachers where the placement of students on IEP's (speech only excluded) will exceed five (5) students in all required subjects**.**

12.1.6 Mandatory regular education teacher attendance at IEP meetings shall be rotated and coverage for that period shall be provided. In the cases of students who only have one general education teacher, administrators will solicit volunteers to be part of the rotation for compulsory attendance at IEP meetings.

12.1.7 Intervention Assistance Team meetings may occur before, during or after school and are scheduled to accommodate parents, teachers and related personnel schedules and commitments. Teachers shall rotate their attendance at such meetings. Coverage shall be provided for any teacher required to attend meetings scheduled and conducted during the student day. Consistent with meeting the schedules of parents/guardians, every reasonable effort will be made to schedule IAT/IEP meetings within thirty (30) minutes of the start or end of the teacher's regularly scheduled workday. Any meetings or other mandatory meetings that continue beyond thirty (30) minutes at

the end of the school day will be compensated at the yellow card rate.

12.1.8 Prior to the start of each school year, the secondary Special Education Department Chair shall receive two days at the per diem compensation to review the schedule of the special education students in her/his building. The recommended changes to the student's schedule shall be given to the Guidance Counselor(s) principally responsible for special education students and to the appropriate administrator(s).

12.1.9 At the secondary level (6-12) all students on IEP's (excluding speech only) initially shall be scheduled by computer in all required courses. Prior to the beginning of each school year, the Special Education Department Head and the Guidance Counselor focusing on Special Education students at the middle schools and at the high school shall review the distribution of special education students among regular classrooms. With building administration, these persons may hand schedule these students in different regular education classrooms, taking into account student needs and class loads.

12.1.10 At the secondary level (6-12) intervention specialist schedules will be determined in accordance with student IEP needs and those schedules shall be reviewed by the special education department chair for input and accuracy. Consistent with building needs, the administration will make a good faith attempt not to schedule special education teachers for duty assignments like study hall supervision. Where a duty assignment is not made, the special education teacher will use that time for another class assignment, teaching, providing resource room assistance to students, i.e., academic assistance co-teaching, and in room consultation with regular education colleagues.

12.1.11 Pre-K-12 bargaining unit members responsible for IEP preparation, save speech pathologists and occupational therapists, of children with disabilities will be scheduled for two (2) assignment days (with substitute coverage provided) for IEP conferences. All teachers with educational responsibility for the student will be invited to attend the IEP conference and their views and opinions will be solicited. The conference will be scheduled so that those with major responsibility for the student can attend.

12.1.14 All IEP's for students returning the following year will be completed by all special educators and submitted to IEP district program for the building principal to review five (5) school days prior to the IEP meeting.

12.2 Special Education Teachers

12.2.1 A total of three assignment days (one additional from the current language) will be available to special education teachers for the purpose of completing necessary case-load responsibilities**.**

High school special education teachers shall use can use up to five intervention enrichment (IE) periods a month to address caseload responsibilities.

12.2.2 Subject to the availability of VI(b) funding, mandatory attendance at the teacher's per diem rate for three (3) days of summer professional development. Two (2) of these professional development days shall be conducted on the two weekdays immediately preceding new teacher camp at the beginning of the school year. One (1) professional development day shall be conducted on the weekday immediately following the last day of school.

12.2.3 ETA and the Board shall form a Joint Special Education Committee comprised of four (4) administrators selected by the Board and four (4) ETA members plus one ETA rep selected by the ETA president. ETA will select one member for each of the following: high school, middle school, elementary and one related services professional for the purpose of:

12.2.3.1 Recommending specific areas and topics for professional development based upon input from special education teachers, OTs, PTs, and speech paths throughout the district.

12.2.3.2 Discussing current service delivery concerns and their impact on district needs and resource

12.2.3.3 Making recommendations based on input on the implementation of newly agreed upon special education practices.

12.2.3.4 Creating and maintain a fluid (progressive) procedures manual to document compliance with district practices, Ohio Operating Standards for Serving Children with Disabilities, and/or corrective action mandates.

- The progressive and approved procedures manual shall be completed no later than April 15, 2014 and needs to be approved by the ETA and Superintendent. Changes will be made through the committee.

- As procedures and processes change and are updated, all communication of these changes will be provided to all special education teachers and all related services personnel in writing and in a timely manner.

12.2.3.5 Each building administrator and a special education department chair (secondary) or intervention specialist (elementary) shall establish procedures to balance caseloads as well as procedures for assigning a new student to a caseload.

12.2.3.6 The committee shall review the current ETR and IEP timelines and develop practices to promote the completion of the ETR prior to the IEP due date. To address this concern, a psychologist appointed by the ETA shall also participate on the committee, if not already a committee member.

12.2.4 Special education teachers shall receive appropriate training throughout the school year as needed or required.

12.2.5 Draft IEP's shall be due to an administrator five (5) school days prior to the IEP meeting in advance, and any corrections shall be returned back to the teacher within two (2) school days of the IEP meeting.

12.2.6 In the event of the absence of either the regular education teacher or the intervention specialist in a co-taught class, a substitute will be provided for either teacher.

12.3 Student Referrals and Support Personnel

Members of the professional staff are encouraged to be concerned with the satisfactory mutual adjustment of the school and the individual child. Any

member of the professional staff may request help from support staff by following approved channels for referrals as stated in the building manual. All referrals are to be forwarded to the Coordinator of Pupil Personnel and Research. Intra-school communication will be implemented among all parties involved.

12.4 Student Discipline

12.4.1 Effective discipline, observance of good order, and respect for the rights of others are necessary so that all pupils may obtain the highest degree of quality education.

12.4.2 Every pupil has the right to learn and develop to his maximum potential, and the maintenance of an educational environment that is conducive to this growth and learning shall be the responsibility of the teacher and administrator. The administration of a school is expected to set the attitude and atmosphere within the school which will make for a positive educational environment. The teacher is expected to do the same within his/her building. Those pupils who cannot adjust in such an educational environment and who habitually disrupt the learning opportunities of other children shall be referred to the proper school and/or community agency in order that they may be given suitable assistance in solving their problem.

12.4.3 A counselor or administrator shall release information to individual teachers concerning specific emotional or physical problems that could impair a student's learning and behavior.

12.4.4 A teacher shall refer to the principal or the principal's representative, for appropriate action, a pupil who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable directive in any school setting. The teacher will communicate in writing or in cases of emergency, in person, the nature of the problem to the appropriate administrator. Disposition of the matter will be returned to the teacher by the principal or his representative before the student is readmitted to class. A teacher who is dissatisfied with the disposition may raise his/her dissatisfaction with the Superintendent or designee, other than a building administrator, after first conferring with the building principal. The student discipline referral process shall include a form to be returned to the teacher when a timely disposition of the referral is not possible.

12.4.5 Verbal attack of a teacher may be grounds for suspension and possible expulsion.

12.4.6 ETA agrees to work with the administration and the administration agrees to work with the ETA in helping to create and enforce more consistency among teachers and administrators in the administration of student discipline.

An orientation shall be conducted jointly by the Administration and ETA, during preschool in-service days on student discipline at the building level. The orientation shall include security personnel and shall focus on the following:

- Reviewing procedures for disciplinary referrals, including the procedures to be followed when no administrator is present in the building;

- Reinforcing the need to follow the code book to try to insure predictable outcomes for similar events concerning similar events such as tardies, absences, cut procedures, etc. Also, refer to assault procedures in Article 12.5.

- Reinforcing the requirement that due process be afforded to all students.

12.4.7 ETA shall have input through its designated representatives in its Student Code Book. Starting with the 1999-2000 school year, at least every three (3) years, the student discipline code and procedures for disciplinary referrals shall be reviewed with ETA representation, through the President, included as committee participants. The administration is committed to consistent application of the student conduct code, including development and implementation of a matrix of violations of the student code of conduct and resulting discipline consequences. Starting with the 2005-2006 school year a Discipline Matrix shall be developed, implemented, and followed during the school year.

12.5 Assault on a Teacher

12.5.1 Assault is physical harm to a teacher or administrator. An assault

includes any deliberate inappropriate contact by student or object that was under the control of a student that causes physical harm. Physical harm is any significant injury regardless of its duration.

An assault also includes reckless conduct that causes serious physical harm. Serious physical harm means any of the following:

(a) any physical harm that carries a substantial risk of death;

(b) any physical harm that involves some permanent incapacity, whether partial or total, or that involves some temporary, substantial incapacity;

(c) any physical harm that involves some permanent disfigurement or that involves some temporary, serious disfigurement; or

(d) any physical harm that involves acute pain of such duration as to result in substantial suffering or that involves any degree of prolonged or intractable pain. Assault on a teacher shall result in suspension and possible expulsion.

12.5.2 Assault on a teacher is a most grievous act. Release time shall be given to a teacher immediately in order to fill out all necessary forms. For that reason, the following administrative policy is to be used:

12.5.2.1 An accident report (available from the principal, health aide, and the business office) must be filled out immediately, if possible, or within twenty-four (24) hours provided, that if the employee so requests, the employee shall have an opportunity to consult with representation of the employee's choice prior to filing the report.

12.5.2.2 The bargaining unit member must notify the office that medical attention is needed. The bargaining unit member does not need to wait until the end of the day to get medical attention. Coverage should be readily provided.

12.5.2.2.1 Teachers will be provided with notice of the location of the Board's designated health care facility on an annual basis.

12.5.2.2.2 If another facility is utilized, the bargaining unit member must be seen by a doctor at the Board's designated health care facility within twenty-four (24) hours, or

Monday morning (if medical attention is needed on the weekend) following initial medical care at another facility.

12.5.2.3 A referral must be written for discipline as soon as possible. “Assault on Staff” shall be checked on the referral form. A principal must make every attempt to talk to the teacher who was assaulted to get the necessary information prior to acting on the disciplinary referral.

12.5.2.4 The bargaining unit member may file a police report for the assault. This can be done at school or directly at the Euclid Police Department. Upon request, the administrator must call the police for the bargaining unit member to enable the bargaining unit member to file a police report at school. The administrator must call the police for the bargaining unit member to enable the bargaining unit member to file a police report at school. The bargaining unit member may make the report at the Euclid police department.

12.5.2.5 If medical attention is needed, over a long period of time, a certificate of medical need from a licensed doctor must be sent to the Superintendent's office. With this certificate on file, the bargaining unit member is ensured under the assault provision that he/she will not be charged for any necessary days or time missed.

12.5.2.6 The administrator and/or bargaining unit member will make the ETA aware of any assault situations. In circumstances which you suspect might result in legal action, contact your OEA/UniServ representative.

12.5.2.7 When a student returns to school following an expulsion for assaulting a teacher, upon request of the teacher who was assaulted, the student will be placed in another class if an appropriate placement is available.

12.5.2.8 A complete investigation of the matter is conducted by the principal and his staff and a report, including recommendations, is made to the Superintendent.

12.5.2.9 The Superintendent reviews the matter and determines the action to be taken. Notification of this action shall be sent to all

parties involved. This may include legal court action and/or expulsion from school. (See Policy Manual, Item 531.2.)

12.5.2.10 The Superintendent shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities including protecting the teacher's interests.

12.5.3 In the case of an assault by a student on a teacher causing injury for which worker's compensation is paid, the Board will pay the monthly premiums on the adopted medical plan and term life insurance for a period not to exceed two (2) years.

12.6 Deliberate Action and/or Reckless Conduct

12.6.1 Reckless conduct that results in physical harm to a staff member will result in suspension and a possible recommendation for expulsion.

12.6.2 Any deliberate action by a student that could have resulted in physical harm as defined in 12.5.1 will result in a suspension and a recommendation for expulsion. Section 12.5.2. shall be followed.

12.6.3 Threats of physical harm to teachers will result in suspension and possible recommendation for expulsion.

The student who threatened and/or attempted to harm a bargaining unit member shall not be returned to class until completion of his/her suspension *or* expulsion.

12.6.4 Verbal attack to a teacher may be grounds for suspension and possible expulsion.

12.6.5 When appropriate, follow procedure identified in 12.5.2.1, 12.5.2.2, 12.5.2.5, 12.5.2.6, and 12.5.2.8 listed above. Section 12.5.2.7 procedures will apply.

13. ASSOCIATION RIGHTS

13.1 The ETA shall be authorized to use the inter-school mail facilities and the teachers' mailboxes.

13.2 The Board shall designate reasonable space on a bulletin board in each building for the general use of the ETA. The bulletin board shall, when possible, be located in an area readily accessible to and normally frequented by teachers.

13.3 The ETA shall schedule its regular meetings on Tuesdays. Anyone expected to attend these meetings shall be excused from other activities.

13.4 The ETA shall be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings.

13.5 The ETA has the right to use upon request school facilities and equipment when they are not in use for other purposes. Supplies necessary for equipment use shall be provided by or paid for by the Euclid Teachers Association.

13.6 The ETA officers and faculty representatives shall not be required to perform extra duties beyond the time of student dismissal unless approved by the teacher. The schedule of the President of the Euclid Teachers Association shall be arranged to provide a preparation period at the end of each school day and at least one additional preparation period per day instead of being assigned a duty period where such an arrangement is feasible. Where the ETA President is assigned to an elementary building, and when a building sub is not covering for a teacher due to teacher absence, the building sub will be assigned to the ETA President for one-half (1/2) day.

13.7 The ETA President shall be provided with a phone in his/her classroom.

13.8 The ETA President shall be scheduled for five (5) weekly preparation periods at the end of each work day and will be exempt from attendance at faculty meetings and professional development days. The President remains responsible for knowing and complying with the information shared with faculty colleagues at missed meetings.

13.9 Upon request the ETA President will be provided a copy of all documents regarding grants.

13.10 ETA Consultation

At the district, building, or department level, whichever is appropriate, the administration shall provide ETA with opportunity for meaningful input and consultation on any new or modified educational or duty policies, work rules, or financial matters during budgetary and appropriations periods. The ETA shall be given the opportunity for such consultation and input with respect to such matters prior to decisions being made, adopted, and/or their general publication. At the building level, the consultation shall occur through the ETA President or his/her designee. (The President may designate himself.) At the district level, consultation shall occur with the ETA President or his/her designee. This does not supersede the right of negotiation on any of these items. Failure to give the ETA proper notice regarding any proposed change in a working condition, as defined in ORC 4117, may result in a ULP.

13.11 The Superintendent of Schools, in consultation with the President of the ETA, will approve attendance of ETA delegates or members who have been elected or appointed to official bodies to OEA or NEA conventions or meetings. Attendance of ETA members to OEA instructional meetings shall come under the jurisdiction of the Professional Leave Committee.

13.12 The ETA President and/or duly authorized representative of the President shall have the freedom to visit all school buildings for Euclid Teachers Association business at all times provided that this does not interfere with the normal school function. In addition, the ETA President shall have up to the equivalent of 10 days of paid released time in order to conduct ETA business.

13.13 The names, addresses, Social Security numbers, and building assignments of all newly-employed staff members shall be supplied to the ETA President as such information becomes available.

13.14 Agency Fee

13.14.1 Payroll Deduction of Agency Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the

Association, an agency fee for the Association's representation of such nonmembers during the term of this contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

13.14.2 Notification of the Amount of Agency Fee

Notice of the amount of the annual agency fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

13.14.3 Schedule of Agency Fee Payors

13.14.3.1 All Agency Fee Payors

Payroll deduction of such annual agency fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of: (1) sixty (60) days employment in a bargaining unit position which shall be the required probationary period or (2) January 15. The ETA President or designee shall advise the Board treasurer of those bargaining unit members who are agency fee payors.

13.14.3.2 Upon Termination of Membership during the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the agency fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual agency fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

13.14.4 Transmittal of Deductions

The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such agency fee deductions were made, the period covered, and the amounts deducted for each.

13.14.5 Procedure for Rebate

The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

13.14.6 Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the agency fee pursuant to the internal procedure adopted by the Association.

13.14.7 Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Employer, including the Board, its officers, members, agents, and employee(s) who implements the deduction, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

13.14.7.1 When possible, the Association shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;

13.14.7.2 The Association shall reserve the right to designate counsel to represent and defend the Employer;

13.14.7.3 The Employer agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of

the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

13.14.7.4 The Employer acted in good faith compliance with the agency fee provision of this Contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such agency fee provision herein.

13.15 ETA-Superintendent Meetings

The Superintendent and ETA shall meet the third Tuesday of each month during the school year. Agendas from each party shall be shared the Friday before the meeting. When possible, the people appropriate to the solution of the issue(s) will be present for the meeting. The agenda will include only issues to problems not subject to resolution through the grievance procedure. Issues not previously discussed with the building principal shall not be included on the agenda. Meeting minutes, including issue resolutions, shall be sent to building principals. The ETA President will be responsible for appropriate communication of issue resolution to its membership.

13.16 Association Release Time

The Association President will designate six (6) ETA representatives and make their identities known to the Assistant Superintendent for the purpose of exempting them from one classroom assignment per day. The Association President shall provide the identities of the affected individuals no later than May 15 for the following year.

13.17 Teacher Professional Organization

Identified Association officials shall be paid a stipend by the Board. On September 1 of each school year, the ETA shall reimburse the Board for the payment of the first stipend. For the second and third stipend, the ETA shall reimburse the Board thirty (30) days before the stipend is paid to ETA officials. The ETA President shall make the identities of such persons and the amounts of the stipends known to the Treasurer by May 15 of the preceding school year. The Board shall pay out the stipend in three payments. The first payment shall be made in the second payroll check in

September, the second payment in the first paycheck in December, and the third payment in the first paycheck in April. The ETA shall reimburse the Board for the cost of the stipends, state/federal taxes, and any applicable retirement costs payable to the Ohio STRS. If a state level appointment is made, this section shall be applied in accordance with the established guidelines set by the state organization.

14. GRIEVANCE PROCEDURE

14.1 Definition

A grievance is any claim by a member (or members) of the bargaining unit, or the ETA, that a term of this Agreement has been violated, misinterpreted, or misapplied.

14.2 Procedure

Informal Step

The grievant should first attempt to resolve the grievance informally through discussion with the lowest-level administrator who has authority to resolve the grievance.

Step One

If not resolved informally, the grievance shall be reduced to writing (Appendix C), signed by the grievant, and filed with the lowest-level administrator who has authority to resolve the grievance within twenty-five (25) work days of the event giving rise to the grievance. The administrator shall schedule a hearing within ten (10) days of receipt of the grievance, and shall then answer the grievance in writing within five (5) days after the hearing. The failure of the administration to conduct a timely hearing and/or response shall automatically move the grievance forward to the next level.

Step Two

If not resolved at Step One, the grievance may be appealed to the Superintendent in writing within ten (10) days after the administrator's response in Step One. The Superintendent, or his designee, shall hold an informal hearing within ten (10) days, and shall then answer the grievance in writing, with reasons, within five (5) days after the hearing.

Step Three

If not resolved at Step Two, the grievance may be appealed to the Board in writing within ten (10) days after the Superintendent's response in Step Two. The appeal shall be addressed to the Board President in care of the Superintendent. Within fifteen (15) days after receipt of the appeal, the

Board shall hear the grievance. The Board shall answer the grievance in writing, with reasons, within fifteen (15) days after the close of the hearing.

Step Four

If not resolved at Step Three, the grievance may be appealed in writing to arbitration within fifteen (15) days after the Board's response in Step Three. The appeal shall be filed with the Superintendent. Selection of an arbitrator, and the conduct of the arbitration hearing, shall be governed by the American Arbitration Association's Voluntary Labor Arbitration Rules. The arbitrator shall have no authority to add to, subtract from, or modify any of the provisions of this Agreement and shall confine himself/herself to the precise issue(s) submitted to arbitration. The arbitrator's fee and cost shall be borne solely by the losing party. The arbitrator's decision shall be final and binding.

14.3 Time limits in the grievance procedure may be extended by mutual agreement. Failure by a grievant to comply with any time limit not mutually extended shall result in complete waiver of the grievance. Failure to answer a grievance within any time limit not mutually extended shall permit the grievant to proceed forthwith to the next step of the grievance procedure. The term "days" shall mean workdays, except during summer recess when it shall mean weekdays.

14.4 If a grievance arises from action by the Board or Superintendent over which a lower-level administrator has no control, the grievant may file the grievance at Step Two of the grievance procedure.

14.5 The grievant may designate an ETA representative at any step, including the informal step, of the grievance procedure. The representative shall be entitled to attend all meetings or hearings pertaining to the grievance and shall be furnished a copy of all responses to the grievance. Once designated, all arrangements and communications shall be with the representative. The ETA grievance chairperson will be sent copies of all grievance responses.

14.6 Meetings and hearings under the grievance procedure shall be conducted at a time and place that will afford a reasonable opportunity for the grievant, ETA representative and necessary witnesses to be present.

14.7 If a grievance is processed to Step Four of the grievance procedure but withdrawn prior to arbitration the arbitrator's cancellation fee, if any: (1)

shall be shared equally by the Board and the ETA if the grievance is withdrawn as the result of a compromise settlement; (2) shall be borne solely by the ETA if the grievance is withdrawn by the ETA with no change in the Board's position; (3) shall be borne solely by the Board if the grievance is withdrawn as the result of a Board decision to grant the grievance.

14.8 Either party may waive Step Three of the grievance procedure and proceed directly from Step Two to Step Four by notifying the other party in writing of such intent within ten (10) days after the Superintendent's response in Step Two.

14.9 Nothing in this Article shall deny any bargaining unit member rights under state or federal law. Grievances are confidential except to the parties of interest and as required by law and will not be used in any employment decisions except as the remedy for a particular grievance may require.

15. TEACHER RIGHTS

15.1 Disciplinary action shall not be taken against a teacher solely on the basis of a written or verbal complaint by a parent or student.

15.1.1 At any investigatory interview the teacher reasonably fears may result in discipline against him/her, the teacher shall be entitled, upon request, to an ETA representative. A teacher subject to a discipline investigation may refuse to sign a statement until after the statement has been reviewed by his/her representative.

15.1.2 Prior to any recommendation of termination to the Board, a pre-disciplinary hearing shall be held with the Superintendent or designee in compliance with *Loudermill* and its progeny.

15.1.3 No teacher may be given a written reprimand without just cause and only after a prior investigation and a conference with a right to representation. That conference shall be conducted within ten (10) school days of the administration's request for same, unless the scheduling of the conference is delayed by mutual agreement of the ETA representative and the administrator. Such agreement may not be unreasonably requested or denied.

15.1.4 A member of the bargaining unit retains the option to refuse to meet with administrators and parents unless an ETA representative is present where the meeting is held to conduct an investigation concerning a parental complaint or concern.

15.2 All teachers have the right to use the telephone and e-mail according to district policy for both personal and business calls. Personal toll calls shall be charged to the teacher's home phone. The Building Management Team (or like committee) in each building, in consultation with the Business office, will be charged with the responsibility for identifying a location in which a phone may be placed in a private area for use in making calls related to the teacher's fulfillment of professional responsibilities, subject to the limits of cabling availability and the possibility of transferring phone locations.

15.3 A teacher who mistakenly addressed an e-mail or regular mail to the wrong address of the parent or guardian will not be subject to discipline.

15.4 Should electronic grade books be implemented, ETA and the Board shall meet to discuss and establish standards for frequency of data entry and access by parents/guardians.

15.5 The administration will notify the affected employee of a non-employee request to review her/his computer files and/or any other materials stored on her/his District-owned computer/laptop before such materials are made available for review.

15.6 Teachers shall not be found in violation of the Board's authorized use policy if they received unsolicited e-mail but forwarding inappropriate e-mail is not acceptable.

15.7 A teacher assigned to take students on an out of district overnight field trip shall be issued a District cell phone upon request.

15.8 Upon request, if available a building substitute shall be provided to a teacher when administering individualized testing to their students.

15.9 District-wide employee directories shall be electronically provided through the district's data base to all faculty prior to Thanksgiving recess.

15.10 A teacher asserting a breach of his/her rights under this contract shall be entitled to be accompanied by a representative of his/her choosing. In addition, a teacher shall be entitled, upon request, to an ETA representative at any investigatory interview the teacher reasonably fears may result in discipline against him/her.

15.11 Teachers whose employment contracts are nonrenewed or suspended and teachers who go on authorized leaves of absence will be notified by the Superintendent or his designee prior to the expiration date of any insurance fringe benefit.

15.12 No member of the bargaining unit, excluding nurses, will be assigned clinic coverage and/or the dispensing of any form of medication or medical advice or non-emergency administration of any medical procedure.

15.13 Bargaining unit members having difficulties in obtaining necessary supplies or access to necessary school facilities and equipment for legitimate school purposes shall raise their concerns with the building principal, and if the concerns are not resolved, they shall be presented to the Superintendent at the Superintendent's monthly meeting with the ETA. All bargaining unit

members shall have access to copying machines and fax machines (local calls only) in their building for activities reasonably necessary to the performance of their duties. If building staff abuse this privilege, the building principal may limit the use of the copy machine to duplication of only approved materials and use of the fax machine only with prior express approval.

15.14 Safety Committee

The parties shall create a Joint Health and Safety Committee in each building. Any safety or health problems or concerns shall be presented to the Health and safety Committee. A written response shall be provided by the Committee within two (2) weeks. The Committee may determine to include parents and other community groups in its discussions with respect to certain health and safety problems. The Building Safety Plan shall be reviewed annually with the Safety Committee and shared with the staff in each building.

15.15 Academic Freedom

In accordance with Board-adopted policy, teachers shall be accorded full academic freedom for instructing their students pursuant to Board-adopted curriculum and courses of study.

15.16 Provided the Credit Union continues to be located in or near Euclid, the Board will include the Credit Union on its messenger run for at least one stop per day.

15.17 Teachers and administrators shall treat one another with professional respect. Any contentious discussions should be conducted in private, out of the presence of parents, other teachers, or students, and not in hallways, over the PA system, or in the presence of others at outside activities.

15.18 Certified Support Staff

Subject to space restrictions and financial constraints, reasonable efforts shall be made to provide certified support staff with (1) a working environment with adequate space, privacy, and ventilation; (2) access to a telephone for conducting sensitive professional business; (3) specialized supplies and materials; (4) lockable storage for confidential materials; and (5) clerical support.

15.19 The Board and ETA agree as follows:

15.19.1 All staff and students will be provided with visual identification badges and expected to carry while on school property.

15.19.2 Each building shall establish a security committee composed of staff and administrative representatives. The committee will be responsible for developing a building security plan which could include the following features:

15.19.2.1 A plan for locking entrances;
15.19.2.2 Possible use of surveillance cameras;
15.19.2.3 Changing entrance locations;
15.19.2.4 Improved lighting;
15.19.2.5 Possible requirement of vehicle identification stickers;
15.19.2.6 Review of building rental policies;
15.19.2.7 Block watch, i.e., support and watch out for one another and kids.

15.19.3 A district security committee composed of at least one representative of each building. Committee shall be created to coordinate the district's security programs.

15.19.4 In each building where doors are open to outside access after the start of the regular school day, a light or motion detector plus security camera shall be installed at the door which remains open for outside access.

16. MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Board reserves and retains all managerial authority vested in it by law including those rights enumerated in Section 4117.08 of the Ohio Revised Code.

16.1 Occupational Safety and Health

16.1.1 The Board retains exclusive authority to adopt and implement policies and procedures required by O.R.C. Chapter 4167, by the Division of Occupational Safety and Health, by the Public Employment Risk Reduction Advisory Commission, and/or any rules or regulations adopted under the authority of Chapter 4167. The Board is entitled to or may adopt and implement such policies and procedures without any obligation to bargain.

16.1.2 Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations (with the sole exception of a condition which the bargaining unit member acting in good faith reasonably believes present an imminent danger of death or serious harm to him/her, in which case these procedures need not be followed) until the following procedure has been exhausted:

16.1.2.1 A bargaining unit member or Association representative must first bring an alleged health or safety violation to the attention of the affected bargaining unit member(s)' immediate supervisor within two work days of the occurrence of the alleged violation.

16.1.2.2 If the immediate supervisor does not resolve the alleged violation to the satisfaction of the complaining party, the bargaining unit member or the Association may appeal the complaint to the THP officer by filing a written appeal with the THP officer within one work day of the response of the immediate supervisor. If the immediate supervisor fails to respond within forty-eighty (48) hours, then the bargaining unit member or Association must file their appeal within one work day of that deadline. The THP officer shall meet with the complaining party in an attempt to

resolve the alleged violation. Within not more than three (3) work days after the conference, the THP officer shall provide a written response to the alleged violation.

16.1.3 Board's Right to Reassign

Before exercising his/her right to refuse work under O.R.C. Section 4167.06 because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the bargaining unit member must immediately notify his/her supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or ameliorated.

16.1.4 Claims of Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in O.R.C. Chapter 4167 or any violation of this Article shall use the grievance procedure of this Agreement to assert such claim. The grievance procedure of this Agreement shall be the exclusive means for a bargaining unit member to assert such claim, to the exclusion of any other means of challenge. No employee shall be subject to discrimination as a result of reporting any condition regarding safety, health, and sanitation.

16.2 All employees new to the district shall be conditionally employed until the Board receives the results of a criminal records check from either the local police agency or the Bureau of Criminal Identification and Investigation. If such report indicates the individual does not qualify for employment as defined in Revised Code Section 3319.311(B) (1), the individual shall be informed that he/she is being released from conditional employment and the reason, i.e., the report from the local policy agency or Bureau of Criminal Identification and Investigation, for the release. No individual released from conditional employment under this section, nor the Association nor any other agency or individual acting upon the conditional employee's behalf, shall have the right to bring a grievance or request arbitration or initiate any other legal proceeding to contest a conditional employee's release from conditional employment by the Board.

17. HOURLY TUTORS AND MEDIA SPECIALISTS

17.1 Hourly "Tutors"

Teachers who are employed on an hourly basis working 18 hours or less a week to provide tutor services on an “as need” basis, e.g., homebound students, as individually identified by the Board are not members of the bargaining unit.

If the Board makes a determination to eliminate regularly employed tutors (as defined in 17.2), hourly tutors who work more than 15 hours shall be members of the bargaining unit.

17.2 Regularly Employed Tutors

Teachers who are regularly employed to provide tutoring services to specific students, e.g., special education, remedial, etc. as individually identified by the Board are members of the bargaining unit and are governed by the provisions of this Agreement except as modified by this section. Such regularly employed tutors are classified as Supplemental or School Improvement tutors.

17.2.1 Supplemental Tutors-Hours

Work hours will be established in accordance with the assigned school schedule at the start of each school year. This schedule will be the basis for entitlements for the year. A 30 minute unpaid lunch will be provided in the schedule. Up to 45 minute prep will be provided based on instructional time in work day.

17.2.2 School Improvement Tutors- Hours

Work hours will be established in accordance with the school schedule. School improvement tutors will work 6 hours per day (45 minute prep and 5 hours/15 minutes of student contact and/or instruction) and will have a 30 minute unpaid lunch.

17.3 Benefits and Salary

Each Regularly Employed Tutor (Supplemental and School Improvement) shall be eligible for the benefits of Articles 8 and 9. To be eligible for family benefits, tutor must be scheduled to work over 37.5 hours per week.

Regularly employed tutors shall be eligible to purchase family health care, dental, prescription benefits for the cost difference between the single and family contribution premium.

Each Regularly Employed Tutor shall be paid an annual salary determined in accordance with the schedule set forth in Section 17.6 below. The annual salary amount shall be determined by multiplying the projected number of work hours and work days of employment times the hourly amount set out in section 17.6 below.

Regularly Employed Tutors shall be eligible for three (3) personal days per school contract year in accordance with Article 9.6. One (1) personal leave day shall be issued in September, one personal leave day shall be issued in November, and one personal leave day shall be issued in February. Any unused personal leave days shall roll into the tutor's accumulated sick leave.

17.4 Vacancies

Regularly Employed Tutors shall have seniority preference bidding rights for more hours/days. During the school year, such bidding will take place on a building basis where appropriate.

Regularly Employed Tutors may apply for regular teacher openings but shall not receive any seniority preference for their "tutor" experience unless they are selected for a regular position at which time they shall receive full seniority credit on a prorated basis for all purposes under this Agreement. Said employees shall be eligible and given consideration for such position and given an annual screening interview.

17.5 Contracts

Each Regularly Employed Tutor (Supplemental and School Improvement) shall be employed on an annual basis and issued a Limited Contract for employment.

17.5.1 Nonrenewal

Article 6 rights concerning nonrenewal shall apply to regularly employed tutors (supplemental and school improvement).

17.6 Compensation

If employed in a regular teaching position, their time as an hourly tutor shall count as regular teaching experience for salary schedule placement purposes for up to five (5) years.

Each hourly tutor shall be paid in accordance with the following ratio schedule based on the Teachers Salary Schedule BA base. The base and schedule shall increase at the same rate as the regular teacher's salary schedule base.

Schedule	B	B-1	B-2	A
Training	B.A.	BA+12	BA+24 or 150 Hrs.	M.A.
Step 1	.000595	.000613	.000631	.000649
2	.000621	.000640	.000658	.000682
3	.000650	.000666	.000684	.000714
4	.000675	.000693	.000711	.000747
5	.000703	.000720	.000738	.000780

No teacher may be involuntarily transferred to an hourly tutor position.

17.7 Probationary Period

Regularly Employed Tutors (Supplemental and School Improvement) shall serve a probationary period of one (1) year.

17.8 Reduction in Force (RIF)

Said employees shall have layoff/recall rights on a seniority preference basis from and to tutor positions for which they are qualified.

Any bargaining unit member who is RIF'd and offered a regularly employed tutor position shall not be required to accept that position. Should the bargaining unit member decline a tutor position, he/she shall remain on the recall list for three (3) school years as though he/she was never offered the position and shall not forfeit seniority and/or recall rights. Should the RIF'd bargaining unit member accept the tutor position, he/she shall also maintain his/her recall rights to a full-time position in his/her area of certification.

17.9 Termination

Following completion of the probationary period, a Regularly Employed Tutor (Supplemental or School Improvement) may only be terminated for just cause.

17.10 Evaluation

Evaluation will be in accordance with O.R.C. 3319.111 and 3319.112.

17.11 Media Specialists

Should the Board decide to employ Media Specialists in the future, the position shall be bargained.

18. JOB SHARING

18.1 Definition

Job sharing shall be defined as a voluntary arrangement occurring when two members of the bargaining unit share a bargaining unit assignment which is normally a full-time assignment staffed by a single bargaining unit member. Both members sharing a job must be properly certified (licensed) for the position.

18.2 Right to Share

Two bargaining unit members who wish to share a job may do so providing that they are both properly certified (licensed) for the position, they are both currently assigned to the building where the job share occurs or management is willing to effect a transfer and the transfer does not impede another bargaining unit member's rights, and the job share does not result in significant and demonstrable operational problems (such as the inability to fill another bargaining unit position). At the conclusion of each academic year, each job sharing teacher may apply for any available full-time position. If there is a vacant job sharing position, the position shall be posted pursuant to Section 5.1 of the Collective Bargaining Agreement.

18.3 Seniority and Benefits

Each teacher shall:

18.3.1 Receive three-fourths (3/4) of a year seniority credit for each year of job sharing.

18.3.2 Be entitled to fully-funded single coverage and the option of paying for the family portion.

18.3.3 Receive one-half (1/2) of the term life amount.

18.3.4 Be guaranteed one full year of job sharing.

18.3.5 In the event of a life event effecting a teacher engaged in job sharing (death of spouse, divorce, etc.), the effected teacher may return to the next full-time position for which the teacher is certified/licensed. A temporary teacher may be hired to complete the school year for the teacher who has resumed full-time service.

18.3.6 For purposes of seniority, each teacher shall advance three-fourths (3/4) of a year or prorated based on the following current practice of the district for each year of service during which a job is shared provided the bargaining unit member works or is paid for 120 part-time days or more in the school year or works the equivalent of one-half or more of a school year:

120+ full days	= year credit
90-119 full days	= .75 year credit
60-89 full days	= .50 year credit
30-59 full days	= .25 year credit
less than 30 full days	= no credit

18.3.7 Salary schedule advancement is evaluated twice a year and is calculated on a prorated basis on time worked

18.4 Bidding

18.4.1 Each teacher must commit to a full year of job sharing, giving up bidding rights for any job until the next year.

18.4.2 Teachers wishing to do job sharing must notify the Superintendent's Office of their intent to apply by February 15 of the preceding year. Teachers wishing to end job sharing must notify the Superintendent's Office by February 15 of the year they are job sharing.

18.4.3 A teacher who is on a leave of absence and holds a job-sharing position must notify the Superintendent by February 15 of the year he/she is on the leave if that teacher wants to return to his/her job-sharing position the next school year. Failure to notify the Superintendent of this request by February 15 may place the teacher back to a full-time teaching position.

18.4.4 At the elementary level, up to three (3) positions are subject to job sharing per school year.

18.4.5 If more than two (2) teachers want to job share in a single building, the priority will go to the more senior teacher.

18.4.6 The rules of leaves of absence shall hold for return to service, and the hiring of a temporary teacher for the first year of job sharing.

18.5 Day

18.5.1 Prep periods and lunch period minutes should count to balance for figuring total teaching time.

18.5.2 Both teachers must attend workshop days/conferences/and open house. Teachers may split responsibility for in-service days and teacher meetings, but one of them must be present. Prior to the start of each school year, teachers must establish a schedule for these days and any early release days or other unusual days in consultation with the building principal and Assistant Superintendent. Each teacher sharing a job may work up to a maximum of the equivalent of ninety-six (96) full-time days.

18.5.3 In the event that a teacher sharing a job is absent, the other teacher sharing that job may substitute for the absent teacher. The teacher who substitutes shall receive three (3) blue cards for substituting for the absent teacher.

18.5.4 In the event that it is known that a teacher sharing a job will be absent for sixteen (16) or more consecutive days or as of the sixteenth (16th) day of consecutive absence, the other teacher sharing the job may be required to resume full-time status. The teacher required to resume full-time status shall be given at least five days' notice of this requirement. For good cause, the Superintendent may waive the requirement to resume full-time status.

18.5.5 Teachers have the right to decide how the subjects will be split, but the principal must give final approval to the plan. Each teacher will be responsible for recording of grades on the scan sheets, and the coordination of completion of behavior, and work habit grades.

18.5.6 Scheduling for part-time bargaining members shall be consecutive in length (no unpaid intervals between periods of paid intervals).

18.6 Approval/Denial of Job Share Position

The decision by the Superintendent or his/her designee to grant or deny a request by an employee for a shared staffing position is final and not grievable. An employee denied a shared staffing assignment shall, upon request, have a conference with the Superintendent to review the denial.

18.7 Evaluation of Program

A committee comprising of the Assistant Superintendent, ETA President, and designated ETA Representative will meet annually to evaluate the job sharing program and the benefit of continuation of the program. Any administrative concerns, issues, or implementation problems that arise with regard to job sharing or its operation shall be discussed through this committee.

19. DURATION

This Agreement shall be effective from September 1, 2013 through and including August 31, 2016. During the months of August 2014 and August 2015, representatives of the Association and the Board shall meet to discuss possible adjustments in compensation for the ETA bargaining unit for the 2014-15 and 2015-16 school years. Such adjustments ("Compensation Adjustments") could include changes in value and timing of experience steps, changes in base salary, stipends, bonuses, additional days, etc. However, health insurance program design and employee contributions to premiums shall not be topics of such discussions, unless the increase in the cost of health insurance in January of that calendar year is greater than the amount of increase projected for that calendar year in the five-year forecast.

Such discussions concerning Compensation Adjustments shall begin on an agreed date in August and shall conclude no later than August 31 of each year. In the event the parties reach tentative agreement on Compensation Adjustments, as defined above, such tentative agreement shall be written as a Memorandum of Understanding and presented to the ETA Executive Board for a vote. If approved by the Executive Board, thereafter the matter shall be to the Board of Education for approval. Following such ratification and approval a 5705.412 certificate shall be executed with respect to the revised wage schedule.

In the event the parties are unable to reach agreement on Compensation Adjustments, then either the Association or the Board is entitled to declare the discussions to be at impasse. If impasse is not declared, the current contract language is maintained. If impasse is declared the parties agree to seek the assistance of the Federal Mediation and Conciliation Service to resolve their disagreements. In the event such disagreements are not resolved within thirty (30) days of the first meeting with FMCS, then the contract shall be deemed to expire on that date and each party shall be free to exercise its rights and fulfill its obligations under Revised Code Chapter 4117. This thirty (30) day time limit may be extended by mutual agreement of the parties.

This Agreement is duly executed on August 22, 2013 by:

EUCLID TEACHERS ASSOCIATION

Co-President

Co-President

Negotiations Spokesperson

EUCLID BOARD OF EDUCATION

President

Treasurer

Superintendent

APPENDIX A

EUCLID CITY SCHOOLS
Teachers' Salary Schedule
Effective the First Work Day of the 2013-2014 School Year
(No Steps)

Sched.	B	B1	B2	A	A1	A2	A3	A4	A5
Train.	B.A.	BA+12	BA+24 or 150	M.A.	MA+12	MA+24	MA+36	MA+48	MA+ 60+
1	1.000	1.050	1.080	1.110	1.150	1.190	1.230	1.270	1.310
	37475	39349	40473	41597	43096	44595	46094	47593	49092
2	1.065	1.095	1.125	1.165	1.205	1.245	1.285	1.325	1.365
	39911	41035	42159	43658	45157	46656	48155	49654	51153
3	1.110	1.140	1.170	1.220	1.260	1.300	1.340	1.380	1.420
	41597	42722	43846	45720	47219	48718	50217	51716	53215
4	1.155	1.185	1.215	1.275	1.315	1.355	1.395	1.435	1.475
	43284	44408	45532	47781	49280	50779	52278	53777	55276
5	1.200	1.230	1.260	1.330	1.370	1.410	1.450	1.490	1.530
	44970	46094	47219	49842	51341	52840	54339	55838	57337
6	1.300	1.330	1.360	1.415	1.455	1.495	1.535	1.575	1.615
	48718	49842	50966	53027	54526	56025	57524	59023	60522
7	1.345	1.375	1.405	1.470	1.510	1.550	1.590	1.630	1.670
	50404	51528	52652	55088	56587	58086	59585	61084	62583
8	1.390	1.420	1.450	1.525	1.565	1.605	1.645	1.685	1.725
	52090	53215	54339	57149	58648	60147	61646	63145	64644
9	1.435	1.465	1.495	1.580	1.620	1.660	1.700	1.740	1.780
	53777	54901	56025	59211	60710	62209	63708	65207	66706
10	1.480	1.510	1.540	1.635	1.675	1.715	1.755	1.795	1.835
	55463	56587	57712	61272	62771	64270	65769	67268	68767
11	1.580	1.610	1.640	1.735	1.775	1.815	1.855	1.895	1.935
	59211	60335	61459	65019	66518	68017	69516	71015	72514
12	1.625	1.655	1.685	1.790	1.830	1.870	1.910	1.950	1.990
	60897	62021	63145	67080	68579	70078	71577	73076	74575
13	1.670	1.700	1.730	1.845	1.885	1.925	1.965	2.005	2.045
	62583	63708	64832	69141	70640	72139	73638	75137	76636
14	1.722	1.745	1.775	1.900	1.940	1.980	2.020	2.060	2.100
	64532	65394	66518	71203	72702	74201	75700	77199	78698
15					1.995	2.035	2.075	2.115	2.155
					74763	76262	77761	79260	80759
16									2.210
									82820
17-19	1.737	1.760	1.790	1.970	2.010	2.050	2.090	2.130	2.225
	65094	65956	67080	73826	75325	76824	78323	79822	83382
20-24	1.752	1.775	1.805	1.985	2.025	2.065	2.105	2.145	2.240
	65656	66518	67642	74388	75887	77386	78885	80384	83944
25-29	1.782	1.805	1.835	2.015	2.055	2.095	2.135	2.175	2.270
	66780	67642	68767	75512	77011	78510	80009	81508	85068
30+	1.797	1.820	1.850	2.030	2.070	2.110	2.150	2.190	2.285
	67343	68205	69329	76074	77573	79072	80571	82070	85630

APPENDIX A

EUCLID CITY SCHOOLS
Teachers' Salary Schedule
Effective the First Day of the Second Semester 2014
(Plus a Step)

Sched.	B	B1	B2	A	A1	A2	A3	A4	A5
Train.	B.A.	BA+12	BA+24 or 150	M.A.	MA+12	MA+24	MA+36	MA+48	MA+ 60+
1	1.000	1.050	1.080	1.110	1.150	1.190	1.230	1.270	1.310
	37756	39644	40776	41909	43419	44930	46440	47950	49460
2	1.065	1.095	1.125	1.165	1.205	1.245	1.285	1.325	1.365
	40210	41343	42476	43986	45496	47006	48516	50027	51537
3	1.110	1.140	1.170	1.220	1.260	1.300	1.340	1.380	1.420
	41909	43042	44175	46062	47573	49083	50593	52103	53614
4	1.155	1.185	1.215	1.275	1.315	1.355	1.395	1.435	1.475
	43608	44741	45874	48139	49649	51159	52670	54180	55690
5	1.200	1.230	1.260	1.330	1.370	1.410	1.450	1.490	1.530
	45307	46440	47573	50215	51726	53236	54746	56256	57767
6	1.300	1.330	1.360	1.415	1.455	1.495	1.535	1.575	1.615
	49083	50215	51348	53425	54935	56445	57955	59466	60976
7	1.345	1.375	1.405	1.470	1.510	1.550	1.590	1.630	1.670
	50782	51915	53047	55501	57012	58522	60032	61542	63053
8	1.390	1.420	1.450	1.525	1.565	1.605	1.645	1.685	1.725
	52481	53614	54746	57578	59088	60598	62109	63619	65129
9	1.435	1.465	1.495	1.580	1.620	1.660	1.700	1.740	1.780
	54180	55313	56445	59654	61165	62675	64185	65695	67206
10	1.480	1.510	1.540	1.635	1.675	1.715	1.755	1.795	1.835
	55879	57012	58144	61731	63241	64752	66262	67772	69282
11	1.580	1.610	1.640	1.735	1.775	1.815	1.855	1.895	1.935
	59654	60787	61920	65507	67017	68527	70037	71548	73,058
12	1.625	1.655	1.685	1.790	1.830	1.870	1.910	1.950	1.990
	61354	62486	63619	67583	69093	70604	72114	73624	75134
13	1.670	1.700	1.730	1.845	1.885	1.925	1.965	2.005	2.045
	63053	64185	65318	69660	71170	72680	74191	75701	77211
14	1.722	1.745	1.775	1.900	1.940	1.980	2.020	2.060	2.100
	65016	65884	67017	71736	73247	74757	76267	77777	79288
15					1.995	2.035	2.075	2.115	2.155
					75323	76833	78344	79854	81364
16									2.210
									83441
17-19	1.737	1.760	1.790	1.970	2.010	2.050	2.090	2.130	2.225
	65582	66451	67583	74379	75890	77400	78910	80420	84007
20-24	1.752	1.775	1.805	1.985	2.025	2.065	2.105	2.145	2.240
	66149	67017	68150	74946	76456	77966	79476	80987	84573
25-29	1.782	1.805	1.835	2.015	2.055	2.095	2.135	2.175	2.270
	67281	68150	69282	76078	77589	79099	80609	82119	85706
30+	1.797	1.820	1.850	2.030	2.070	2.110	2.150	2.190	2.285
	67848	68716	69849	76645	78155	79665	81175	82686	86272

APPENDIX A

EUCLID CITY SCHOOLS
School Nurses' Salary Schedule
Effective the First Work Day of the 2013-2014 School Year
204 Days (No Steps)

Step	Bachelors		Masters	
1	1.085	40295	1.185	44009
2	1.105	41037	1.245	46237
3	1.125	41780	1.265	46980
4	1.145	42523	1.285	47722
5	1.165	43266	1.305	48465
6	1.225	45494	1.325	49208
7	1.245	46237	1.345	49951
8	1.265	46980	1.365	50693
9	1.285	47722	1.385	51436
10	1.305	48465	1.405	52179
11	1.325	49208	1.425	52922
12	1.345	49951	1.445	53664
13	1.365	50693	1.465	54407
14	1.385	51436	1.485	55150
15	1.405	52179	1.505	55893

APPENDIX A

EUCLID CITY SCHOOLS
School Nurses' Salary Schedule
Effective the First Day of the Second Semester 2014
204 Days (Plus a Step)

Step	Bachelors		Masters	
1	1.085	40597	1.185	44339
2	1.105	41346	1.245	46584
3	1.125	42094	1.265	47333
4	1.145	42842	1.285	48081
5	1.165	43591	1.305	48829
6	1.225	45836	1.325	49578
7	1.245	46584	1.345	50326
8	1.265	47333	1.365	51074
9	1.285	48081	1.385	51823
10	1.305	48829	1.405	52571
11	1.325	49578	1.425	53319
12	1.345	50326	1.445	54068
13	1.365	51074	1.465	54816
14	1.385	51823	1.485	55564
15	1.405	52571	1.505	56313

APPENDIX B

EUCLID PUBLIC SCHOOLS
SUPPLEMENTAL SALARY SCHEDULES
INCLUDES ATHLETIC DEPARTMENT, DEPARTMENT CHAIR, MUSIC, AND EXTRA DUTY
2013-2016

	A		B		C		D	
ATHLETIC (Athletic Supplementals are for Male and Female Sports)								
Athletic Director MS Asst.	0.147	$5509	0.159	$5959	0.170	$6371	0.180	$6746
Baseball - HS Head	0.118	$4422	0.129	$4834	0.139	$5209	0.155	$5809
Baseball - HS Asst.	0.075	$2811	0.083	$3110	0.093	$3485	0.103	$3860
Baseball - MS Head	0.075	$2811	0.079	$2961	0.083	$3110	0.087	$3260
Baseball - MS Asst.	0.050	$1874	0.053	$1986	0.055	$2061	0.057	$2136
Basketball - HS Head	0.159	$5959	0.167	$6258	0.177	$6633	0.192	$7195
Basketball - HS Asst.	0.106	$3972	0.112	$4197	0.117	$4385	0.122	$4572
Basketball - MS Head	0.106	$3972	0.112	$4197	0.117	$4385	0.122	$4572
Basketball - MS Asst.	0.071	$2661	0.075	$2811	0.078	$2923	0.081	$3035
Cross Country - HS Head	0.079	$2961	0.087	$3260	0.096	$3598	0.109	$4085
Cross Country - HS Asst.	0.056	$2099	0.063	$2361	0.067	$2511	0.076	$2848
Cross Country - MS Head	0.052	$1949	0.058	$2174	0.065	$2436	0.070	$2623
Cross Country - MS Asst.	0.042	$1574	0.048	$1799	0.054	$2024	0.060	$2249
Faculty Manager - HS	0.140	$5247	0.147	$5509	0.159	$5959	0.170	$6371
Faculty Manager - MS	0.103	$3860	0.110	$4122	0.117	$4385	0.124	$4647
Football - HS Head	0.190	$7120	0.203	$7607	0.215	$8057	0.224	$8394
Football - HS Asst.	0.130	$4872	0.141	$5284	0.152	$5696	0.160	$5996
Football - MS Head	0.120	$4497	0.125	$4684	0.130	$4872	0.135	$5059
Football - MS Asst.	0.075	$2811	0.080	$2998	0.088	$3298	0.096	$3598
Football Equip. Mgr. - HS	0.045	$1686	0.050	$1874	0.060	$2249	0.070	$2623
Gymnastics - Head	0.101	$3785	0.112	$4197	0.122	$4572	0.132	$4947
Gymnastics - Asst.	0.064	$2398	0.074	$2773	0.084	$3148	0.094	$3523
Golf - HS Head	0.075	$2811	0.083	$3110	0.092	$3448	0.106	$3972
Golf - HS Asst.	0.050	$1874	0.053	$1986	0.055	$2061	0.057	$2136
Hockey - HS Head	0.117	$4385	0.125	$4684	0.132	$4947	0.145	$5434
Hockey - HS Asst.	0.078	$2923	0.085	$3185	0.092	$3448	0.099	$3710
Soccer - HS Head	0.097	$3635	0.102	$3822	0.116	$4347	0.120	$4497
Soccer - HS Asst.	0.068	$2548	0.071	$2661	0.075	$2811	0.082	$3073
Softball - HS Head	0.118	$4422	0.129	$4834	0.139	$5209	0.155	$5809

Softball - HS Asst.	0.075	$2811	0.083	$3110	0.093	$3485	0.103	$3860
Softball - MS Head	0.075	$2811	0.081	$3035	0.088	$3298	0.092	$3448
Softball - MS Asst.	0.050	$1874	0.053	$1986	0.055	$2061	0.057	$2136
Swimming - HS Head	0.152	$5696	0.159	$5959	0.172	$6446	0.181	$6783
Swimming - HS Asst.	0.096	$3598	0.108	$4047	0.119	$4460	0.124	$4647
Swimming - HS Diving	0.081	$3035	0.093	$3485	0.104	$3897	0.113	$4235
Tennis - HS Head	0.079	$2961	0.085	$3185	0.095	$3560	0.107	$4010
Tennis - HS Asst.	0.052	$1949	0.060	$2249	0.069	$2586	0.075	$2811
Tennis - MS Head	0.052	$1949	0.056	$2099	0.065	$2436	0.070	$2623
Track - Spring - HS Head	0.114	$4272	0.125	$4684	0.135	$5059	0.150	$5621
Track - Spring - HS Asst.	0.075	$2811	0.083	$3110	0.093	$3485	0.103	$3860
Track - MS Head	0.075	$2811	0.081	$3035	0.088	$3298	0.092	$3448
Track - MS Asst.	0.050	$1874	0.055	$2061	0.062	$2323	0.066	$2473
Track - Winter - HS Head	0.070	$2623	0.074	$2773	0.077	$2886	0.080	$2998
Track - Winter - HS Asst.	0.051	$1911	0.054	$2024	0.056	$2099	0.058	$2174
Volleyball - HS Head	0.099	$3710	0.109	$4085	0.118	$4422	0.129	$4834
Volleyball - HS Asst.	0.064	$2398	0.074	$2773	0.082	$3073	0.094	$3523
Volleyball - MS Head	0.063	$2361	0.070	$2623	0.072	$2698	0.077	$2886
Volleyball - MS Asst.	0.045	$1686	0.049	$1836	0.055	$2061	0.060	$2249
Wrestling - HS Head	0.146	$5471	0.159	$5959	0.172	$6446	0.181	$6783
Wrestling - HS Asst.	0.096	$3598	0.108	$4047	0.119	$4460	0.124	$4647
Wrestling - MS Head	0.093	$3485	0.097	$3635	0.102	$3822	0.107	$4010
Wrestling - MS Asst.	0.059	$2211	0.062	$2323	0.069	$2586	0.076	$2848
DEPARTMENT CHAIRPERSON								
Elementary (Art/PE/Music/Literacy)	0.040	$1499	0.045	$1686	0.050	$1874	0.055	$2061
* Size 2-4	0.043	$1611	0.048	$1799	0.053	$1986	0.060	$2249
* Size 5-14	0.058	$2174	0.063	$2361	0.068	$2548	0.080	$2998
* Size over 15	0.073	$2736	0.078	$2923	0.083	$3110	0.090	$3373
MS - Foreign Language Coordinator	0.043	$1611	for 2007-08 only pending outcome of SB 311					
HS - Coordinator of Technology Services	0.073	$2736	0.078	$2923	0.083	$3110	0.090	$3373
Computer Coord./MS-Elem.	0.050	$1874	0.055	$2061	0.060	$2249	0.065	$2436
Team Leader/MS	0.050	$1874	0.055	$2061	0.060	$2249	0.065	$2436

Department chairpersons are evaluated by the principal. One year of service is service as the department chairperson for at least 120 days in the school year. Each step in the supplemental salary index (i.e., steps A-D) represents one year of service as the department chairperson for a given department. Initial placement on the supplemental salary index shall give credit for prior years of service as the department chairperson.

Overnight Compensation - Forty dollars ($40.00) per night.

Supplemental contracts for counselors, home and school counselors, and psychologists shall be paid on the basis of .046 of annual salary payable to the member of the bargaining unit under the teachers' salary schedule during the school year.
* Includes vocational

MUSIC

All-District Honors Choir Dir. (grades 3-6)	0.050	$1874						
All-District Honors Choir Asst. (grades 3-6)	0.035	$1312						
All-District Honors Choir Accomp. (grades 3-6)	0.020	$750						
Elementary Instrumental	0.023	$862	0.025	$937	0.027	$1012	0.029	$1087
Elementary Vocal	0.036	$1349	0.038	$1424	0.040	$1499	0.044	$1649
Elementary Vocal/Asst.	0.015	$562						
HS - Choir	0.026	$974	0.028	$1049	0.030	$1124	0.034	$1274
HS - Choir Asst.	0.015	$562						
HS - Concert Band	0.066	$2473	0.070	$2623	0.073	$2736	0.076	$2848
HS - Concert Band Asst.	0.059	$2211	0.063	$2361	0.066	$2473	0.069	$2586
H.S Forte Choir	0.026	$974	0.028	$1049	0.030	$1124	0.035	$1312
HS - Marching Band	0.120	$4497	0.126	$4722	0.131	$4909	0.136	$5097
HS - Marching Band Asst.	0.084	$3148	0.088	$3298	0.091	$3410	0.096	$3598
HS - Marching Band Percussionist (Summer)	0.030	$1124						
HS - Marching Band Percussionist (Fall)	0.030	$1124						
HS - Orchestra Director	0.066	$2473	0.070	$2623	0.073	$2736	0.076	$2848
HS - Pep Band	0.024	$899	0.026	$974	0.028	$1049	0.030	$1124
HS - Stage Band (Jazz)	0.034	$1274	0.036	$1349	0.038	$1424	0.042	$1574
HS - V.C. Choreographer	0.045	$1686	0.050	$1874	0.055	$2061	0.060	$2249
HS - Varsity Chorale	0.120	$4497	0.126	$4722	0.131	$4909	0.136	$5097
HS - Varsity Chorale Asst.	0.069	$2586	0.073	$2736	0.076	$2848	0.079	$2961
MS - Band Director	0.044	$1649	0.046	$1724	0.048	$1799	0.050	$1874
MS - Band Director Asst.	0.022	$824	0.024	$899	0.026	$974	0.030	$1124
MS - Choir Director	0.040	$1499	0.042	$1574	0.044	$1649	0.046	$1724
MS - Jazz Band Director	0.016	$600						
MS - Orchestra Director	0.030	$1124	0.032	$1199	0.034	$1274	0.038	$1424

If a bargaining unit member is required to direct instrumental or vocal performances at more than two schools, compensation will be one and one-half (1-1/2) times the above index.

EXTRA-DUTY

Academic Achievement Team Leaders	0.029	$1068	(Additional supplemental of $450 above $500 member supplement)
Academic Achievement Team Members	0.015	$562	
Career-Technical and Post Secondary			

Students Coordinator		0.037	$1387					
Drug Free/Kids on Block Coordinator	0.120	$4497						
Drug Free/Kids on Block Trainer	0.044	$1649						
Library Coordinator (districtwide)	0.084	$3148	0.088	$3298	0.091	$3410	0.096	$3598
EPDC Chairperson	0.088	$3279						
EPDC Members	0.0725	$2651						
Praxis	0.034	$1274						
Proficiency Night	Yellow Card							
Technology Staff Development Coordinator (systemwide)	0.070	$2623						
Web Site Manager K-8	0.033	$1237						
Web Site Manager - HS	0.048	$1799						
Web Site Manager - Fordyce	0.048	$1799						
Web Master (districtwide)	0.070	$2623						
Elem - After School Instructional Program	0.0007	$26 per hour						
Elem - After School Recreation	0.040	$1499						
Elem - Bus Duty (each person)	0.030	$1124						
Elem - Detention Duty-Before/ After School (1 day/week)	0.013	$487						
Elem - Detention Duty-Lunchtime (1 lunch period/week)	0.013	$487						
Elem - Activity Coordinator	0.150	$5621						
Elem - Parking Lot Duty	0.035	$1312						
Elem - Quiz Bowl	0.023	$862						
Elem - Safety Patrol	0.040	$1499						
Elem - School Media News (TV)	0.033	$1237						
Elem - School Newspaper	0.033	$1237						
Elem - Student Council	0.040	$1499						
Elem - Student Mediation/ Drug Free	0.033	$1237						
Elem - Subject Matter Competition	0.026	$974						
Elem - Support Group	0.0026	$97						
Elem - Yearbook	0.023	$862						
HS - Academic Competition	0.060	$2249						
HS - American Field Service	0.033	$1237						
HS - Art Club	0.033	$1237						
HS - Big Show Accompanist	0.048	$1799						
HS - Big Show Assistant (1)	0.054	$2024						
HS - Big Show Billboard	0.010	$375						
HS - Big Show Choreographer	0.048	$1799						
HS - Big Show Costumes	0.040	$1499						
HS - Big Show Director	0.079	$2961						
HS - Big Show Orchestra	0.048	$1799						
HS - Big Show Publicity	0.014	$525						
HS - Class Cabinet – 9th Grade Advisor	0.0101	$378						

HS - Class Cabinet – 10th Grade Advisor	0.019	$712
HS - Class Cabinet – 11th Grade Advisor	0.0278	$1042
HS - Class Cabinet – 12th Grade Advisor	0.0455	$1705
HS - Cheerleading/9th Grade	0.066	$2473
HS - Cheerleading/ Varsity & JV	0.016	$600
HS - Chess Club	0.033	$1237
HS - Cultural Club	0.023	$862
HS - Dance Club	0.033	$1237
HS - Drill Team	0.060	$2249
HS - Film and Theatre Club	0.033	$1237
HS - Auxiliary Unit 1	0.075	$2811
HS - Auxiliary Unit 2	0.075	$2811
HS - Foreign Language Club	0.033	$1237
HS - Future Business Leaders	0.023	$862
HS - Future Teachers Assoc.	0.023	$862
HS - Literary Magazine EUCUYO Advisor	0.060	$2249
HS - Literary Magazine EUCUYO Asst.	0.023	$862
HS - National Honor Society	0.044	$1649
HS - Newspaper/Business	0.042	$1574
HS - Newspaper/Editorial	0.150	$5621
HS - Play Coach	0.042	$1574
HS - Poetry Club	0.023	$862
HS - Political Affairs Club	0.010	$375
HS - Recycle Club (SAVE)	0.023	$862
HS - SADD Chapter (Drug Free)	0.023	$862
HS - Scenery Des./Big Show	0.033	$1237
HS - Scenery Design/Play	0.033	$1237
HS - School Media News (TV)	0.033	$1237
HS - Ski Club	0.010	$375
HS - Speech/Debate Activities	0.042	$1574
HS - Student Academic Mentorship	0.030	$1124
HS - Student Council	0.070	$2623
HS - Student Mediation/ Drug Free	0.033	$1237
HS - Subject Matter Competition	0.014	$525
HS - Talent Show Director	0.042	$1574
HS - Voices of New Life Director	0.042	$1574
HS - Voices of New Life Assistant	0.033	$1237
HS - Weight Room Supervisor	0.130	$4872
HS - Yearbook/Editorial	0.150	$5621
HS - Yearbook/Business	0.042	$1574
HS - Yearbook/Video	0.070	$2623

MS - After School Recreation	0.040	$1499
MS - Activity Coordinator	0.150	$5621
MS - AV Club	0.023	$862
MS - Cheerleading	0.043	$1611
MS - Chess Club	0.023	$862
MS - 6th Grade ClassTrip Coord.	0.020	$750
MS - 7th Grade Class Trip Coord.	0.020	$750
MS - 8th Grade Class Trip Coord.	0.020	$750
MS - Computer Club	0.023	$862
MS - Dramatics	0.023	$862
MS - Enrichment Instruction	0.0007	$26
MS - Intramural Director	0.033	$1237
MS - Literary Magazine	0.040	$1499
MS - Media School News	0.033	$1237
MS - National Junior Honors Society	0.022	$824
MS - School Media News (TV)	0.033	$1237
MS - School Newspaper	0.040	$1499
MS - Stage Crew	0.023	$862
MS - Student Council	0.040	$1499
MS - Student Mediation	0.033	$1237
MS - Subject Matter Competition	0.014	$525
MS - Yearbook Advisor	0.033	$1237

Activity Sponsors are evaluated by the principal and are recommended to the Superintendent on a yearly basis for a supplemental contract.

When after school/evening activities involve supplemental duties such as ticking-taking or student supervision, they shall be compensated on the ratio of .00042 of the BA Base.

APPENDIX C

EUCLID TEACHERS ASSOCIATION

GRIEVANCE PROCEDURE

STEP ONE

GRIEVANT _____ BUILDING _____

INFORMAL _____
(Administrator) (Date of Informal Hearing)

STEP ONE (Administrator) _____

I. STATEMENT OF GRIEVANCE

II. BASIS OF GRIEVANCE

III. ACTION REQUESTED

_____ _____
Grievant Date

APPENDIX D

OBSERVATION/EVALUATION OF BUILDING SUBSTITUTE TEACHERS

Evaluation is the means by which the quality of a teacher's performance is appraised, and is conducted primarily to commend where commendation is warranted and to suggest means of improvement. The building substitute's teaching performance will be evaluated by the building principal.

EUCLID CITY SCHOOL
BUILDING SUBSTITUTE TEACHER EVALUATION

Building Substitute's Name: _____

School: _____

Appraisal by Administrator:	Exceeds Expectations	Meets Expectations	Needs Improvement
1. Exhibits a positive attitude in relationships with students and staff.			
2. Assumes other duties outside the classroom normally assigned to the teacher.			
3. Maintains routine discipline.			
4. Made an effort to learn school rules and regulations.			
5. Follows through on administrative directives.			
6. Follows the building time schedule.			

OVERALL RATING OF BUILDING SUBSTITUTE:

1. Exceeded Expectations_____
2. Meets Expectations _____
3. Needs Improvement _____

Comments: _____

_____

_____

Observation #1 completed on _____
Observation #2 completed on _____

Is employee recommended for rehire? _____

Employee's Signature _____ Date _____

Administrator's Signature _____ Date _____

This form is filled out by the Principal and returned to the Assistant Superintendent's Office for each Building Substitute.

APPENDIX E

EUCLID BOARD OF EDUCATION

RELIGIOUS HOLIDAY RELEASE FORM

Date Filed _____

_____ _____
Teacher School

Pursuant to Section 9.6, paragraph 3, of the *Agreement between the Euclid Board of Education and the Euclid Teachers Association,* I hereby inform the Euclid Board of Education that I shall be absent from my duties on the following date(s) due to observance of a recognized religious holiday:

_____ _____ 19_____ _____ AM
Month Date(s) _____ PM

I understand that by taking this day off, I am under obligation to make this time up by scheduling make-up work day(s) through my building principal. This work will not be a part of my current job description and responsibilities. This work will also be completed during the school year in my building of assignment.

_____ _____
Employee's Signature Principal's Signature

_____
Central Office Administrator

Rev. 5/18/95-nrd

This form must be completed and approved at least 48 hours prior to the religious holiday.

FORM E1

EUCLID BOARD OF EDUCATION

RELIGIOUS HOLIDAY MAKE-UP FORM

Date(s) absent _____

Pursuant to Section 9.6, Paragraph 3, I was under obligation to make up time I missed due to the observance of a religious holiday, and have done so on the following date(s): The work completed was not a part of my current job responsibilities and was completed in my building of assignment.

Make-up day(s) worked: _____

Hours and explanation of work:

Activities:

- -- Tutoring during lunch, prep time, or after school
- -- Use of prep time to substitute in uncovered class
- -- Assist any supplemental without compensation (i.e., student council, bus duty)
- -- Assist with evening performances, dances, etc.
- -- Assist with athletic events
- -- Assist with production of any performance—stage design, costumes, etc.
- -- Assist in Adult Education classes
- -- Using area of expertise to benefit staff and/or building by conducting staff in-service
- -- Leading Professional Development Training
- -- Other – if mutually agreed

_____ _____

Employee's Signature Principal's Signature

(Forward completed form to the Central Office.)

Rev. 6/28/01 sp

APPENDIX F

EUCLID CITY SCHOOLS

REQUEST FOR PROFESSIONAL DEVELOPMENT TRAINING COMPENSATION

The following was negotiated between the Euclid Board of Education and the Euclid Teachers' Association:

2.3.5 Training Sessions

Teachers shall have the opportunity to attend professional development training in return for compensation. For each six (6) hours attended up to a maximum of twenty hours (20) per year, the teacher shall be paid at the rate set out in 2.1.3, i.e., .0050 of the BA base salary. Teachers who qualify for such compensation shall be paid with the final check in June. The EPDC will review the Request for Professional Development Training Compensation form at the request of the Assistant Superintendent/Personnel or the ETA President (see Appendix G).

All professional development activities need documentation for verification.

A course that counts for salary schedule advancement cannot be applied to professional development for compensation.

Name _____Building _

Training Session Number of Hours

Practitioner Training (computer) (attach certificate) _____
Grant Writing (attach copy of grant) _____
In-Service (attach certificate of completion)_____
Courses for Licensure (attach transcripts) _____
National Board Certification (attach verification material, i.e., letter) _____
Non-paid Mentors (attach log of services) _____
Unpaid Workshops (attach copy of workshop participation/attendance verification) _____
Unpaid Presentations at National Conferences (attach conference brochure)_____
Non-paid Publications (attach publication) _____
Non-paid Community Work Linking School with Community, i.e., service learning
(attach description of community work) _____
Professional Study Groups (attach description and log of participation) _____
Mentee Meeting with Lead Mentor (6) _____
Other (must be pre-approved and verified with a form of documentation)_____
TOTAL HOURS _____

Reviewed and approved for _____ hours of compensation.

___
Principal's/Administrator's Signature

PLEASE FORWARD TO THE OFFICE OF THE ASSISTANT SUPERINTENDENT NO LATER THAN MAY 30.
9/28/00 sp

APPENDIX G

EUCLID CITY SCHOOL DISTRICT

SUMMARY OF MENTORING ACTIVITIES

Mentor _____ Beginning Teacher _____

Date	Time Spent	Activity[1]

[1] e.g., observation, feedback, reviewing materials, watching videotaping, preparing for assessment.

APPENDIX H

CONTINUING CONTRACT PROFILE

Teacher's Name:	School:
Date Submitted:	Grade/Subject:

I. <u>Tenure Qualifications</u>:

1. Please see attached qualifications form. Indicate the category (A or B) in which you qualify. _____

2. Teaching/positions held in the district during your total employment:

_____

_____

_____

_____

3. Please indicate the total days of absence, including personal days (excluding assignment days), during the past three years (comments relative to attendance are optional). **This information can be found in AESOP or in Self-Service.**

20____ -20____ ___ Total days absence

20____ -20____ ___ Total days absence

20____ -20____ ___ Total days absence

Comments:

_____

_____

_____

4. Have you been involved in any disciplinary hearings or administrative meetings with any administrator related to your performance or behaviors during your employment with the district? (Comments relative to discipline are optional)

____ Yes ___No

_____

_____

_____

II. Professional Information:

1. District or building:

List committees and year in which you have served:

_____
_____
_____

List additional services (and year) provided to the district, such as supplemental appointments, coaching, tutoring or others:

_____
_____
_____

2. If you received your Master's Degree more than 3 years ago, state the activities you have participated in that demonstrate professional growth (i.e., workshop attendance, college coursework, best practices, conferences.):

_____
_____
_____

3. Describe leadership opportunities and/or roles you have held that demonstrate teacher leadership:

_____
_____
_____

4. List any special honors or awards that have been presented to you as it relates to education:

_____
_____
_____

5. List any parent/community/professional organizations in which you are an active member: (Please identify the organization and your role in the organization.)

_____
_____
_____

III. Final Directives:

1. Please attach your teacher evaluations for the past three years.
2. Please submit this form, along with the principal's recommendation to the Human Resources office by March 1 of the school year. This information will be forwarded to a committee comprised of 2 ETA members and 3 building principals who will review the application and make a final recommendation regarding tenure to the Superintendent.

Administrative Use Only

IV. Committee Member's Comments:

_____

_____

_____

Final Recommendation of Committee:

☐ **Approved for Continuing Contract**

☐ **Not Recommended for Continuing Contract**

Superintendent's Decision:

☐ **Approved for Continuing Contract**

☐ **Not Recommended for Continuing Contract**

*Please note that the ETA members on the committee are there for input. The final recommendation will be made by the administrators.

Principal's Recommendation: Please provide the following information in your letter of recommendation for tenure for the eligible teacher.

- Classroom management
- Lesson plans
- Instructional practices and strategies
- Collaboration
- Relationships with students, parents and staff
- Use of data

TENURE QUALIFICATIONS

To determine your eligibility for Tenure, first find if you fall into category A or B based on the issuance of your initial license:

A. Teacher's Certificate or Educator License **issued prior to January 1, 2011**

- 3 years of teaching within the last five years. 2 years of teaching if tenure was held with a previous district; and
- Hold the appropriate certificate or license (see below):

  - Any teacher holding a professional, permanent, or life teacher's certificate;

    OR

  - The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or form section 3319.22 of the revise code or a senior professional educator license or lead professional educator license issued under section of 3319.22 of the Revised Code.

AND

- Has completed one of the following:

  - If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in a area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

  - If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

B. Teacher never held a teacher's certificate and was initially **issued an educator license on or after January 1, 2011**

- Teacher has held an educator license for at least seven year

AND

- Teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code

AND

- Has completed one of the following:

    - If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of license or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

    - If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt
      ORC 3319.08 & 3319.11

Nothing herein shall be construed to void or otherwise affect a continuing contract entered into prior to October 16, 2009.

In addition, those professional staff members who, having attained continuing contract status elsewhere, have served two (2) years in the District, are eligible for continuing contract with the District. However, the Board, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period, declare any of the latter teachers eligible.

Nothing herein shall be construed to require the Superintendent to recommend continuing service status to eligible teachers or to require the Board to grant continuing service status to eligible teachers.

The above is intended to describe ORC 3319.08. Should the statute change, the parties shall bargain the effects.

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Process for giving targeted evidenced-based feedback to teachers; and
- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, proficient or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon.*

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Informal Observation: General Form

Teacher Name: ____ **Grade(s)/Subject Area(s):** ____ **Date:** ____

Evaluator Name: ____ **Time Walkthrough Begins:** ____ **Time Walkthrough Ends:** ____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: ____ ☐ **Photocopy to Teacher**

Informal Observation: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s)**: **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

☐ **Photocopy to Teacher**

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING (Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

	RESOURCES **(Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence					

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information. The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles. The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept. By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class. The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The teacher understands and follows district policies and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Self-Assessment Summary Tool

Name _____

Date _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			

Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Ohio Teacher Evaluation System

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____ Date:_____

Evaluator's Signature: _____ Date: _____

ETA Signature: _____ Date:_____
(optional unless rating is due to performance)

Superintendent Designee's Signature: _____ Date:_____
(optional unless rating is due to performance)

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date:_____

Evaluator's Signature: _____ Date: _____

ETA Signature: _____ Date:_____
(optional unless rating is due to performance)

Superintendent Designee's Signature: _____ Date:_____
(optional unless rating is due to performance)

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

OEA
OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President
Scott W. DiMauro, Vice President
Tim Myers, Secretary-Treasurer
Sheryl Mathis, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

April 25, 2014

Via Electronic-Mail
med@serb.state.oh.us

Administrator
State Employment Relations Board
65 E. State Street, 12th Floor
Columbus, Ohio 43215-4213

Re: 2013-2016
Negotiated Agreement between the Euclid City Board of Education
and
the Euclid Teachers Association OEA/NEA

Dear Administrator:

Attached is an electronic copy of the final executed negotiated 2013-2016 *Agreement between the Euclid City Board of Education and the Euclid Teachers Association OEA/NEA* for your files. This Agreement is effective from September 1, 2013 through August 31, 2016.

Please verify your receipt of the aforementioned document via an electronic confirmation to my office.

Thank you for your assistance in this matter.

Sincerely,

Chlo Leidy

Chlo Leidy
Labor Relations Consultant

CL:kz
Attachment

c: Dave Saywell, ETA Co-President
Susan Withers, ETA Co-President
Keith Bell, Superintendent
Dan Jaffe, Board Attorney

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